

## General Promotion Terms and Conditions

The General Promotion Terms and Conditions supplement the Promotion Specific Terms and Conditions and any other terms and conditions included on the Promotion Information Page, if applicable. For the purposes of these Terms and Conditions, “Agents” shall mean contractors, suppliers, and subcontractors acting on behalf of a party.

### 1. Eligibility.

- a. In addition to any eligibility requirements otherwise related to the Promotion, those entering the Promotion (“Entrants”) must be at least 18 years of age and above the age of majority in the jurisdiction of their residence as of the date of entry. Employees of Juniper Networks (as defined below) and its subsidiaries and employees of any organizations responsible for sponsoring, fulfilling or administering this Promotion and each of their affiliates, as well as the immediate family members (i.e., parents, spouse, siblings, children, grandparents, stepparents, stepchildren and step siblings, and their respective spouses) and persons living in the same household (whether or not related) of all such foregoing individuals are also not eligible to enter or win. Government and state employees, and “foreign officials” are prohibited from participating in the Promotion or from accepting any prizes even if invited by Juniper to participate. Entrants are required to determine for themselves whether they would be deemed to be government or state employees or foreign officials under relevant laws. Entrants are ineligible if, and required to determine for themselves whether, their employer restricts entry into a Promotion, or collection of a Prize. Residents of any sanctioned country or region in which Juniper or any of its affiliates are prohibited by any applicable law to offer this promotion or to deliver any prize are not eligible. Any entry from an ineligible person is void. Potential Winner(s) may be required to provide proof of eligibility.
- b. Based on the location Entrant’s legal residency at the time of entry, ‘Juniper Networks’ or ‘Juniper’ means: (a) North America, Central America or South America, Juniper Networks (U.S.), Inc; (b) United Kingdom, Juniper Networks (U.K.) Limited; (c) India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or (e) where a location is not listed above, Juniper Networks International B.V., and in the case of on-site Services, exclusively means the local Juniper Contracting Entity.

### 2. Prizes.

Prizes cannot be resold or transferred to parties other than the winning Entrant (the “Winner”) (unless Promotion rules require the prize to be accepted on behalf of

Entrant's employer, that employer will then be considered the "Entrant" or "Winner" for the purposes of Sections 2, 3, 4, 5, 6, 7, 8, 9, and 10, as applicable), or redeemed for cash or substituted by the Winner, except Juniper reserves the right to provide a substitute prize of approximately equal value. The approximate retail value (ARV) of the prize represents Juniper's good faith determination. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Each Winner is responsible for any other costs incurred beyond the value of the prize. Failure to comply with these Terms and Conditions, including satisfaction of all eligibility requirements, will result in forfeiture of the prize and any entitlements thereto. Juniper is the promoter of this Promotion.

3. Potential Winner Requirements.

Juniper reserves the right to disqualify an otherwise eligible Winner if delivery of the awarded goods or services cannot lawfully occur because (i) the goods or services awarded cannot lawfully enter or be entered in the named destination country for any reason (including without limitation lack of applicable homologation certification) or (ii) Juniper determines in its discretion that the product cannot without unreasonable expense and effort be exported lawfully to the Winner's location or that the Winner has not furnished Juniper adequate information, assurances and certifications reasonably required to ensure that lawful delivery can occur. Juniper shall have no responsibility for importation of goods into any country other than one in which Juniper maintains an order fulfillment distribution center. Delivery terms for any goods awarded shall be FCA DC (INCOTERMS 2020) at a Juniper distribution center of its choice, unless Entrant must be present to be eligible to win at a live event. Juniper is not responsible for any delay or failure to receive notification (including any requested documentation) for any reason, including inactive email account(s), technical difficulties associated therewith, the Winner's failure to adequately monitor any email account or delay in obtaining any required export license. Any Winner notification not responded to or returned as incomplete may result in a prize forfeiture. The Promotion Specific Terms and Conditions may require affirmative acceptance or other additional conditions for an Entrant to become a Winner, and failure to meet such affirmative acceptance requirement or other additional conditions will make the potential Winner's entry void.

4. Applicable Laws and Taxes.

- a. Entrants agree to comply with all applicable laws, regulations, ordinances, and executive orders of any country, state, province, municipality, or government body applicable to (i) this Promotion, and (ii) Entrant's entry in this Promotion, and Entrant will indemnify, defend and hold harmless Juniper and its subsidiaries and its and their respective directors, officers, agents, employees, vendors, and suppliers (collectively, the "Released Parties") from and against any and all claims, demands, actions, litigation, investigations and proceedings arising out of or

related to (a) Entrant's entry in the Promotion, including, without limitation, the delivery of a prize under the Promotion; (b) Entrant's obligation to pay all taxes, if any, associated with any prize received by the Entrant; (c) any claims of employment, consulting, retention, hiring and/or any entitlement related thereto (including but not limited to pension, CPF, insurance or other benefits) by entrant; or (d) Entrant's breach or non-compliance of these Terms and Conditions.

- b. The prizes provided under Promotion may be subject to taxes. Any and all taxes are the sole and personal responsibility of the Winner or recipient of any prize provided under this Promotion. The Winner or recipient of any prize agrees to assume all responsibility and liability associated with the accurate and timely reporting and payment of any and all taxes associated with any prize.
- c. Prizes, valued separately or cumulatively, in excess of \$600 in a calendar year are subject to tax reporting requirements. Prize recipients will provide Juniper Networks with a completed Form W-9 or applicable Form W-8 series form, as appropriate, for U.S. federal income tax reporting purposes. Prize recipients that are U.S. Citizens and Permanent Residents of the US will receive a Form 1099-MISC on such prizes. Nonresidents aliens (non U.S. Citizens), may be subject to additional tax rules depending on circumstances and treaty status and benefits. Where applicable, taxable income will be reported on Form 1042-S and may be subject to income tax withholding.

#### 5. General Conditions.

- a. Juniper may modify, suspend, cancel or terminate this Promotion at any time and without any liability. Any modifications to the Promotion will have immediate effect. Nothing in these Terms and Conditions shall in any way be construed to (i) constitute Entrant as an agent, employee, or representative of Juniper or (ii) create a partnership, joint venture or employer-employee relationship between Entrant and Juniper. Entrant agrees to conduct him or herself in a manner that, at all times (a) does not reflect negatively on Juniper or in any way harm Juniper's reputation; (b) avoids unethical, illegal, misleading or deceptive practices; (c) does not make or appear to make any warranties, representations or guarantees on behalf of Juniper or related to Juniper products or services; and (d) complies with all applicable laws and regulations. By entering in the Promotion, Entrant hereby: (x) agrees to be bound by these Terms and Conditions, and the decisions of Juniper, which shall be final and binding; (y) waives any right to claim ambiguity in the Promotion or these Terms and Conditions, except where prohibited by law; and (z) agrees and understand that these Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

- b. Entrant acknowledges that Entrant has the sole responsibility for ensuring that Entrant's information is accurate, and that Juniper is kept aware of Entrant's current relevant information. Entrant acknowledges and agrees that Juniper shall not be held liable or responsible for any inaccuracies or omissions contained in any information at the time such data is received by or on behalf of Juniper. Entrant warrants that any information that Entrant provides in connection with this Promotion is provided in accordance with all applicable laws and regulations.
- c. Entrant agrees that Juniper has not made any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to this Promotion. All representations and warranties are hereby expressly disclaimed. Prizes are provided "AS-IS" except as set forth in Section 10 (Juniper Products and Services).

#### 6. Privacy.

- a. Juniper and its Agents may collect Entrant's personal information, such as name, job title, address, telephone number, email address, voice, and likeness (collectively, "Personal Data"), to the extent necessary for the purposes of administering this Promotion and for purposes of marketing Juniper's products/services. All Personal Data collected and processed by Juniper is subject to Juniper's [Privacy Notice](#).
- b. By entering this Promotion, Entrant agrees that Juniper may use Entrant's Personal Data to promote Juniper's products and services, including emailing, calling, and providing Entrant with tailored information about Juniper products/services. Entrant may withdraw consent at any time, by using the opt-out link at the bottom of our marketing emails or submitting a request [here](#). For more information on how Juniper uses Entrant's Personal Data, see Juniper's [Privacy Notice](#).

#### 7. Governing Law and Disputes.

- a. Except where expressly prohibited by applicable law, (1) this Promotion and the awarding of any prizes shall be governed by and interpreted in accordance with the laws of the State of California, USA without giving effect to any conflict of law principles, (2) all disputes arising out of or related to this Promotion and the awarding of any prizes shall be subject to the exclusive jurisdiction of the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and (3) any and all disputes, claims, and causes of action arising out of or connected with this Promotion and the awarding of any prizes shall be resolved individually, without resort to any form of class action.

#### 8. LIMITATION OF LIABILITY AND RELEASE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, JUNIPER AND ITS AFFILIATES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OF

ANY KIND REGARDLESS OF THE FORM OF THE ACTION, ARISING OUT OF THIS PROMOTION OR THESE RULES, EVEN IF JUNIPER OR ITS AFFILIATES, AGENTS, OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTION. ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, EXCLUDING ATTORNEYS' FEES. ENTRANTS RELEASE AND HOLD HARMLESS JUNIPER AND THE OTHER RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF ENTRY IN THIS PROMOTION OR PRIZE RECEIPT OR USE.

9. Social Media Terms.

- a. If the Promotion is posted on, or involves the use of, a social media platform or site (each, a "Social Media Site"), this section applies.
- b. Any information Entrant provides in connection with the Promotion is to Juniper and not to any Social Media Site. Entrant understands that by using and interacting with a Social Media Site, Entrant is subject to the terms, conditions, and policies that govern the use of those sites. Entrant should therefore review the applicable terms and policies for the Social Media Site, including privacy and data gathering practices, before using or interacting with the Social Media Site.

10. Juniper Products and Services.

If a product and/or service that Juniper makes commercially available for purchase is the prize, such product and/or service will be subject to, and acceptance of the prize will constitute acceptance of, the then current end user license agreement located at <https://support.juniper.net/support/eula/>.

11. Prevailing Language.

The English language version of the General Promotion Terms and Conditions, Promotion Specific Terms and conditions, and the Promotion Information Page shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

12. Accessibility.

**If you have any difficulty accessing and require assistance (for example: audio, large print, braille, etc.) to enter the Promotion, please contact the email address identified on the Promotion Specific Terms and Conditions and we will endeavour to provide the same.**

**Corporate and Sales Headquarters**

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