

VERKADA REFERRAL PROGRAM

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS PROMOTION.

The Promotion is sponsored by Verkada, Inc. (“*Sponsor*”), located at 450 East 4th Ave, San Mateo, CA 94401.

1. Eligibility: Promotion is open only to legal residents of the 50 United States and District of Columbia who are (1) at least 18 years of age (or the age of majority in their state of residence, whichever is older) at the time of their entry in this promotion, and (2) an employee of an existing end customer or trial-customer of Sponsor. Directors, officers, members, managers, and employees of Sponsor and any of its respective parent companies, affiliate companies, subsidiaries, agents, resellers or other channel partners, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to enter the Promotion or win any prize. Promotion is not open to employees working for local, state or federal government institutions unless prize is used by their organization for video security purposes.

2. How to Enter: To enter, an individual who meets the criteria listed above must go to verkada.com/referral-program and submit all the information on the form provided, following the submission of which such individual will be considered a “Participant” for purposes of these Official Rules. Referrals of existing Verkada prospects and/or customers, each of which will be verified by reference to Verkada’s customer relations management system, will not be accepted.

3. Winner and Notification: Sponsor will review every referral as they are submitted and, if approved by Sponsor in its sole discretion, will invite the Participant to join a 30-minute, web-based video demonstration of the Sponsor’s product and solution. Once completed, a notification will be sent to the Participant to confirm the mailing address for the prize. Once confirmed, the Prize (as defined below) will be sent to the Participant.

4. Prize: Upon verification of eligibility and compliance with these Official Rules, the Participant will receive an Amazon e-gift card (Total Value: \$100) (the “Prize”). ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. No substitutions or exchanges of the Prize will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for the prize. Except for applicable manufacturer’s standard warranties, the prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).

5. Privacy; Name and Likeness Release: See Sponsor’s Privacy Policy at <https://www.verkada.com/privacy>. Except where prohibited by law, submitting an entry to the Promotion constitutes permission to use Participant’s name, city of residence, and likeness, without limitation, in connection with the Promotion (including as part of the publicly-distributed Promotion award list) and for Sponsor’s promotional purposes without further permission or compensation. By entering this Promotion, each Participant consents to being contacted by Sponsor for any purpose in connection with this Promotion or otherwise in accordance with Sponsor’s Privacy Policy.

6. Limitations of Liability; Releases: Sponsor, and any of its parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the “*Released Parties*”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Release Parties’

reasonable control; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion. **By participating in the Promotion, each Participant releases Sponsor and all Released Parties from any liability whatsoever, and waives any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use the Prize (including claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO PARTICIPANT'S PARTICIPATION IN THE PROMOTION OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO PARTICIPANT'S PARTICIPATION IN THE PROMOTION OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS PURCHASED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

7. General Terms and Conditions: This Promotion is subject to all applicable state and federal laws and is void where prohibited. EACH PARTICIPANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA OR THE APPROPRIATE STATE COURT LOCATED IN SAN FRANCISCO, CALIFORNIA. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. EACH PARTICIPANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. Sponsor reserves the right to amend these Official Rules or to terminate this Promotion, in its sole discretion. By participating in this Promotion, Participant certifies that he or she has reviewed these Official Rules. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting. For a copy of the winner list or these Official Rules, send a written request with a self-addressed, business-size return envelope, to Verkada, Inc., Attn: Marketing, , 450 East 4th Ave, San Mateo, CA 94401. By participating, each Participant agrees to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. The Promotion and all accompanying materials are Copyright © 2019 by Verkada, Inc. All rights reserved.