

**THIS CONTEST IS OPEN ONLY TO SELECT RESIDENTS OF CANADA (EXCLUDING RESIDENTS OF QUEBEC), THE 50 UNITED STATES (AND THE DISTRICT OF COLUMBIA) AND THE UNITED KINGDOM**

**NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.**

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. KEY DATES:**

The Gaming Console Contest (the “Contest”) begins on Apr 26, 2021 at 9.00 a.m. ET and ends on May 31, 2021 at 11:59 p.m. ET (the “Contest Period”). The Contest Period consists of six (6) weeks (each, a “Week”) as follows:

Week	Start Date [all 9:00 a.m. ET]	End Date [all 11:59 p.m. ET]	Selection Date
1	Apr 26, 2021	May 2, 2021	May 3, 2021
2	May 3, 2021	May 9, 2021	May 10, 2021
3	May 10, 2021	May 16, 2021	May 17, 2021
4	May 17, 2021	May 23, 2021	May 24, 2021
5	May 24, 2021	May 30, 2021	May 31, 2021
6	May 31, 2021	May 31, 2021	June 1, 2021

**2. ELIGIBILITY TO ENTER:**

The Contest is open only to select residents of Canada (excluding residents of Quebec), the 50 United States (and the District of Columbia) or the United Kingdom who: (i) have reached the legal age of majority in their jurisdiction of residence at the time of entry; and (ii) are an MSP or IT service provider, or in-house corporate IT professional. The Contest is not open to: (i) student and home users; and (ii) employees, representatives or agents (and those with whom such persons are living, whether related or not) of Auvik Networks Inc. (451 Phillip St, Waterloo, ON N2L 3X2 - the “Sponsor”), its affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “Contest Parties”). Internet access and a valid email address are required. Entrants must have the permission of their employer to enter. Acceptance of any Prize by any winner will be subject to their employer's anti-bribery policy. Entrants must ensure that they would be entitled to accept any prize. Void in Quebec and where prohibited or restricted by law.

**3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, you are signifying that you have read and agree to be legally bound by these Official Rules and Regulations (the “Rules”).

**4. HOW TO ENTER:**

**NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.**

To obtain the Official Contest Entry Form (the “Entry Form”) during the Contest Period, go to [www.auvik.com/lp/switch](http://www.auvik.com/lp/switch) (the “Website”). Next, fully complete the Entry Form with all required information and signify your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “Rules”). Once you have fully completed the Entry Form with all required information and agreed to the Rules, follow the on-screen instructions to complete a product tour (the “Tour”). After completing the Tour, you will be eligible to earn one (1) Entry (each, an “Entry” and collectively the “Entries”). To be eligible, your Entry must be submitted online through the Website and received in accordance with these Rules during the Contest Period.

**5. ENTRY LIMIT AND CONDITIONS:**

**There is a limit of one (1) Entry per person.** If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “Released Parties”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor, the Entry is not submitted and received in accordance with these Rules during the Contest Period.

If at any time entrants wish to withdraw from the Contest, the request should be made in writing to the Sponsor.

**6. VERIFICATION:**

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) of the Sponsor.

**7. PRIZES:**

There will be six (6) Prizes (the “Prize(s)”) available to be won. There will be one (1) Prize available to be won per Week. Each Prize consists of one (1) Gaming Console. The approximate retail value of each Prize is \$250 CAD // \$199 USD // £199 GBP.

IMPORTANT NOTE: ANY AND ALL OTHER COSTS ASSOCIATED WITH UTILIZING A PRIZE WILL BE THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE WINNERS. NONE OF THE RELEASED PARTIES, NOR ANY OTHER ENTITY, WILL BE PROVIDING ANY COMPENSATION WHATSOEVER WITH RESPECT TO ANY COSTS ASSOCIATED WITH UTILIZING A PRIZE OR OTHERWISE. ANY TAX OBLIGATIONS ARE THE SOLE RESPONSIBILITY OF THE CONFIRMED WINNERS.

FOR US WINNERS ONLY: Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification).

**There is a limit of one (1) Prize per person.** Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

To the fullest extent permitted by applicable law, none of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, a confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

#### **8. ELIGIBLE WINNER SELECTION PROCESS:**

On each Selection Date (each, a "Selection Date") identified in Rule 1 in Waterloo, Ontario at approximately 4:00 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received to date in accordance with these Rules by the end of the Week preceding the applicable Selection Date. PREVIOUSLY NON-WINNING ELIGIBLE ENTRIES AUTOMATICALLY CARRY FORWARD FROM A WEEK TO SUBSEQUENT WEEK(S). The odds of winning depend on the number of eligible Entries submitted and received to date in accordance with these Rules by the end of the Week preceding the applicable Selection Date.

#### **9. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of two (2) attempt(s) to contact an eligible winner (using the email address and/or telephone number provided on the Entry Form) within three (3) business day(s) of the applicable Selection Date. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### **10. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, an eligible winner will be required to properly execute and return within three (3) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

FOR RESIDENTS OF CANADA ONLY: Prior to being confirmed as a winner, an eligible winner who is a resident of Canada will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release).

If an eligible winner: (a) fails to correctly answer the skill-testing question (for residents of Canada only); (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### **11. DELIVERY OF PRIZES**

It is anticipated that all Prizes will be sent to confirmed winners within 2-3 weeks of being confirmed as a winner in accordance with these Rules

#### **12. GENERAL CONDITIONS:**

This Contest is subject to all applicable national, federal, provincial, territorial, state and municipal laws and any applicable regulatory or self-regulatory code. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws in some territories and

should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (<https://www.auvik.com/privacy-notice/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information. The surname and county of the winners and the prizes won will (unless the winner has objected on lawful grounds) be made available on receipt of a self-addressed pre-paid envelope received by the Sponsor at the mailing address above for sixty (60) days following the end of the Contest Period. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting [caitlyn@auvik.com](mailto:caitlyn@auvik.com). The Sponsor may nevertheless disclose the information to the Advertising Standards Authority if required to do so.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsors, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.

For the Winners List, email your request to [caitlyn@auvik.com](mailto:caitlyn@auvik.com). The subject of the email must contain, "Winners List – Gaming Console Contest". Requests for the winner list must be received within 60 days of the end of the Contest Period.