

**Altitude 2024 Giveaway Official Rules**  
**August 23, 2024 - September 22, 2024**

***SUBMISSION OF A COMPLETED REGISTRATION FORM IS REQUIRED TO ENTER. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.***

These Altitude 2024 Giveaway Official Rules (“Official Rules”) apply to the Altitude 2024 event registrant’s (“You” or “Your”) participation in the Altitude 2024 Giveaway (“Giveaway”) offered by BetterCloud, Inc. (“We” or “Us”).

1. **How to Enter & Eligibility.** To enter the Giveaway, You must truthfully and accurately complete and submit the Altitude 2024 registration in its entirety via the designated link provided to you in the email or on our website (“Altitude Registration”) within the Giveaway Period. When Your submission is received by Us, You will be eligible to win a Prize. You agree and acknowledge that You are authorized to disclose and submit the Altitude Registration. You may also enter the Giveaway by submitting a postcard with Your name, address, and email address and mail it to BetterCloud, Altitude 2024 Giveaway, 169 Madison Ave STE 2674 New York, NY 10016. Mail-in entries must be received by Us by September 22, 2024. Only one entry per person will be accepted (You may submit your entry either through the Altitude Registration entry or mail-in entry, but not both). The Giveaway is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. Any entry submitted with the use of an automated device will be void. We reserve the right to disqualify any entry that we determine, in Our discretion, that does not comply with these Official Rules. All submissions become Our property and will not be acknowledged or returned. This Giveaway is only open to legal residents of the United States who are at least 21 years of age. Directors, officers, and employees of BetterCloud and any of Our agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win a Prize.
2. **Giveaway Period.** The Giveaway begins on Friday, August 23, 2024, and ends on Sunday, September 22, 2024 (the “Giveaway Period”). All online submissions of the Altitude Registration must be received by Us by 11:59 PM on September 22, 2024 (Eastern Time) to be eligible to win a Prize.
3. **Prizes, Winner Section & Winner Notification.** The first 20 individuals who validly enter the Giveaway, and whose valid entries are received by Us, whether through Altitude Registration or postcard entry, during the Giveaway Period (each a “Winner”) will be able to choose one of the following prizes: OPTION 1: a helicopter tour of NYC at a date and time to be determined by Us, or OPTION 2: one ticket to a Broadway show (from a list of shows to be provided by Us) at a date and time to be determined by Us (each prize has an approximate value of \$350 USD) (each a “Prize”). Winners will be promptly notified at the email address provided with the Altitude Registration or on the postcard entry. The Prize you choose will be sent to the email address from which the Registration was submitted, or on the postcard entry. If a Winner is not an eligible entrant, fails to comply with the Official Rules and/or to submit any required documentation within the designated period, or declines the Prize for any reason, that Winner will be disqualified and the Prize will be awarded to the next earliest response received (e.g., entry number 21) from among all remaining eligible entries. The Prize(s) vendor may require that You agree to additional terms and conditions in order to participate in the Prize.

We may publish a list of the Winners on Our website, blog, or other marketing or promotional materials. Except where prohibited by law, by participating in the Giveaway, You hereby grant Us a license and right to use Your name on our website and in any other materials that include or reference the Giveaway, without additional compensation. You agree and acknowledge that We shall own all right, title and interest to and in all materials created pursuant to the foregoing.

All taxes and other expenses associated with the prize unless otherwise stated herein are the Winner’s sole responsibility. If You are a Winner, Your acceptance of the Prize and corresponding prizes is subject to Your organization’s internal policies on accepting gifts from third party vendors. Each Winner shall promptly notify Us if the Winner’s acceptance of the Prize may result in a violation of the Winner’s organization’s internal policies. As a condition of receiving a Prize, the Winner may be required to execute and deliver to Us a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other legal, regulatory, or tax-related documents required by Us in Our sole discretion.

4. **Assumption of Risk, Disclaimers and Limitation of Liability.** You acknowledge and agree that Your acceptance, attendance and participation in this Giveaway and the Prize(s) is completely voluntary. To the maximum extent permitted under applicable law, You accept and assume all risks of any and all personal injury or damage to Your personal property that You may face while attending and participating in Altitude, accepting, attending, and/or participating in this Giveaway and the Prize(s), and hereby waive any claims You may have against BetterCloud and its affiliates, directors, officers, professional

advisors, employees, agencies, event sponsors, event vendors, and Prize vendor(s) (collectively, the "Released Parties") relating to any and all such risks that could arise out of, or occur during, Your participation in Altitude, the Giveaway and the Prize(s).

To the maximum extent permitted by applicable law, We disclaim any and all representations and warranties related to Altitude, the Giveaway, and the Prize(s), regardless of any applicable "BetterCloud" designation.

The Released Parties are not responsible for and disclaim liability for: (a) any submissions that are lost, misdirected, misrouted due to mail delivery service, computer, electronic malfunction or other error, (b) electronic, network, Internet, or other computer-or communications-related malfunctions or failures; and (c) any printing or typographical errors in any materials associated with the Giveaway. We make no warranty, representation, or guarantee, whether express or implied, in fact or in law, with respect to the Giveaway or the Prize(s). We reserve the right to terminate or modify the Giveaway, or provide a substitution prize of similar value to the Prize(s). **By participating in this Giveaway and Prize(s), You release all Released Parties from any liability whatsoever, and waive 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 Altitude, the Giveaway, and/or Prize(s) or delivery, misdelivery, acceptance, possession, use of or inability to use any Prize(s) (including, without limitation, 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.**

We shall not be responsible for, liable for, and no reimbursement will be issued to You for any damages, costs, or losses incurred, directly or indirectly, such as transportation costs, accommodations costs, or financial losses as a result of any modifications or cancellations for any reason.

IF YOU ARE A CALIFORNIA RESIDENT, YOU EXPRESSLY WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5. **Intellectual Property.** We own all rights, title, and interest to Altitude and this Giveaway and all accompanying or related materials.
6. **Governing Law.** All issues and questions arising out of or related to the Giveaway and/or the Prize(s) shall be governed by the laws of the State of Delaware, without giving effect to any choice of law of conflict of law rules or provisions.
7. **Sponsor; No Affiliation; Contact; Winners List.** The sponsor of this promotion is BetterCloud, Inc., 169 Madison Ave STE 2674 New York, NY 10016. This Giveaway is in no way sponsored, administered, endorsed, or associated with any other organization, including, without limitation, the Prize(s) vendors. If You have any questions about these Official Rules, Altitude, or the Giveaway, please e-mail them to [info@bettercloud.com](mailto:info@bettercloud.com). If you wish to obtain a list of winners, please contact Us.