



Cisco Bewegt #goforpossibilities

WINNING PRIZES - Terms & Conditions

1. **Sponsor.** The sponsor of the winning prizes is Cisco Systems GmbH ("Cisco" or "Sponsor"), Parkring 20, 85748 Garching bei München, Germany.
2. **No Purchase Necessary.** NO PURCHASE OR PAYMENT OF ANY MONEY BY PARTICIPANTS IS NECESSARY TO PARTICIPATE. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING.
3. **Competition Period.** The Competition begins at 00:01 am CET on April 30, 2021 and ends at 11:59 pm CET on June 11, 2021 (the "Competition Period"). Sponsor's computer network is the official time-keeping device for the Competition. The winning prizes will be eligible after this period.
4. **Entry.** Subject to the additional provisions hereof, to be eligible for winning prizes, participants (each a "**Participant**") (i) must be participating and registered in the Cisco Bewegt Event; (ii) be at least the age of 18 years (iii) have the permission of their employer to receive the winning prizes and accept the prize in line with the regulations of their employer, if awarded, the prizes described below; (iv) must consent to the use of any and all information they provide as a response to the Cisco Bewegt Event that Sponsor may make public available in Sponsor's sole discretion. If a Participant has any questions about eligibility, he/she can email Cisco at cisco_bewegt_support@external.cisco.com. Participants are solely responsible for informing their employer in case of receiving winning prizes and compliance with any applicable laws, contractual limitations and procedures established by their employer related to their participation. As far as it is necessary, the taxation of the benefit in kind will be taken over by Sponsor according to § 37 b EStG. In this respect, any income tax consequences in Germany that may arise for the participants are compensated. The Competition is void where prohibited or restricted by law.
5. **The Prize.**
 - a. **The Prize.**
 - i. **Prize.** Twentytwo (22) Teams, equivalent to one hundred and ten (110) Participants will be selected as the winner and can win twenty (20) Cisco 730 Headsets, twenty (20) Cisco Webex Desk-Cams Ten (10) Cisco Meraki Z3 Teleworker Gateway, thirty-five (35) Dynafit sport equipment pieces, fifty-five (55) Cisco Meraki give away pieces (collectively, the "**Prize**"). Cisco reserves the right to substitute differing models and pieces comprising the Prize in its sole discretion. No request for cash or other alternative Prize will be honored.

ii. **How to Win.** To become eligible to win the Prize, a Participant must participate in Cisco Bewegt and registered for it. Prizes and winner categories are described on the Cisco Bewegt Landing Page. From all Cisco Bewegt winner categories, Cisco will select, in its sole discretion, the Participants who fulfilled the winner categories best, and such Participants, pursuant to these terms and conditions, will be eligible to win the Prizes. Participants will only be eligible to receive one Prize, even if they won Prizes in different categories. The Prizes will then be given to the next best Participant.

b. **Prize Conditions.** Sponsor may, in its discretion, issue any Prize to the winning Participants. No substitution, assignment, transfer, or cash redemption of any Prize is allowed by the winner. Sponsor reserves the right to substitute any component of the Prize with another item of equal or greater value should the advertised component become unavailable for any reason, would violate export control or other laws, is unable to clear customs at the time of shipment, or is not certified in the Participant's country. If a potential winner is unable to participate in or accept the Prize or any Prize component for any reason, Sponsor shall have no further obligation to such Participant. Neither Sponsor nor any of its Prize suppliers will replace any lost or stolen items, cards or certificates after being awarded to winners. No component of the Prize may be used for resale, distribution, or to provide managed services to customers. Participants represent they are authorized by their employers to accept the Prize in line with the regulations of their employer and that they will disclose receipt of the Prize to their employer as and if required.

6. **Notification of Winners.** Sponsor will use commercially reasonable efforts to notify the winning Participant by email and issue the applicable Prize within 60 days after the end of the Competition Period and ship the Prize only to an address located in Germany. Sponsor may also send potential winners a declaration of eligibility and release form (a "**Release**"). Unless restricted by law, potential winners receiving such a Release may be required to complete and return it within the time period specified therein. The Prize may be forfeited and, in such case, an alternate Participant may in Sponsor's discretion be selected from among the remaining eligible entries (using the criteria described above), if a potential winner: (i) cannot be reached; (ii) fails to provide all signatures on the Release; or (iii) cannot accept or receive the Prize for any reason.

7. **General Conditions.** The Competition is subject to applicable federal, state and local laws, and these Terms and Conditions. By participating in the Competition, Participants agree to (i) abide by these Terms and Conditions and any decision Sponsor makes regarding this Competition, which Sponsor shall make in its sole discretion, and (ii) waive any right to claim ambiguity in the Competition or these Terms and Conditions, except where prohibited by law. Sponsor reserves the right to disqualify any Participant who, in Sponsor's reasonable suspicion, tampers with Sponsor site, the entry process, violates these rules, or acts in an unprofessional, unsportsmanlike or disruptive manner. Sponsor reserves the right to cancel or modify any aspect of the Competition (including these Terms and Conditions) at any time and for any reason, with or without notice and without liability to Participants (subject to applicable law). The version of these Terms and Conditions posted at [Cisco Bewegt Landing Page](#), as updated from time to time, will govern the Competition, regardless of the date Participant registers. Any attempt to deliberately damage or undermine the legitimate operation of the Competition may be in violation of criminal and civil laws and will result in disqualification from participation in the contest. Following the Competition Period, Sponsor will not be required to retain records of any entries.

8. **Tax Provisions.** As far as it is necessary, the taxation of the benefit in kind will be taken over by Cisco according to § 37 b EStG. In this respect, any income tax consequences in Germany that may arise for the participants are compensated.

9. **Disclaimer; Release and Limit of Liability.** Sponsor makes no representations or warranties of any kind, express or implied, regarding any Prize or your participation in the Competition. By participating in the Competition or receiving any Prize, Participant agrees to release and hold

harmless Sponsor, and its subsidiaries, affiliates, suppliers, distributors, advertising/Competition agencies, and Prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death, arising out of participation in the Competition or receipt, use or misuse of any Prize. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Competition or receipt or use or misuse of any Prize. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Participant's sole remedy is another entry in the Competition, provided that if it is not possible to award another entry due to discontinuance of the Competition, then no other remedy will be available to such Participant.

10. **Personal Data and Communications.** The Sponsor cannot operate the Competition without processing certain data supplied by and attributable to the Participants. Such data may include personal data attributable to individual Participants. Participants should anticipate that personal data supplied to Sponsor will be exported to the U.S. for processing in connection with the Competition. Processing of personal data will be required to award the Prizes and will include all incidental processing necessary to operate the Competition in accordance with the terms hereof. Participants should anticipate that such processing will be undertaken by the Sponsor, its sub-contractors, and other members of the group of companies to which the Sponsor belongs. By accepting the terms hereof, each Participant consents to the processing of the information and personal data supplied to the Sponsor as outlined above.

11. **Publicity Release.** Participants acknowledge and agree that Sponsor may use the Competition for publicity, advertising or other marketing purposes in any media, and may use the name, likeness, and state of residence and/or Prize information of winning Participants as part of that publicity, without notice or compensation to such Participants.

12. **Disputes.** Disputes regarding these Terms and Conditions and the Competition will be governed by German law. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.