

OFFICIAL RULES FOR THE 2021 ZOOMTOPIA INNOVATION AWARDS

NO PURCHASE REQUIRED TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **SPONSOR:** The 2021 Zoomtopia Innovation Awards Contest (the "Promotion") is sponsored by Zoom Video Communications, Inc. ("Zoom") 55 Almaden Blvd., 6th Floor, San Jose, CA 95113.
1. **ELIGIBILITY:** Subject to the additional restrictions below, the Promotion is open to legal residents of the fifty (50) United States and the District of Columbia, Canada (excluding Quebec), the United Kingdom, and wherever else the Promotion is not prohibited or restricted by law. The Promotion is not open to residents of Puerto Rico, Quebec, Brazil, Cuba, Iran, North Korea, Syria, the Crimea Region of the Ukraine or any other jurisdiction where the Promotion and/or participation or receipt of a prize in connection with the Promotion would be restricted or prohibited by law.

The Promotion is open only to: (i) individuals at least eighteen (18) years of age (or the local age of majority where such individual lives, if higher); (ii) teams of eligible individuals; and (iii) organizations that exist and have been incorporated or organized prior to the time of entry (collectively, the "Participants"). If a team or organization is entering the Promotion as a Participant, one individual must be appointed as a representative to represent, act, and enter the Promotion on the team or organization's behalf ("Representative"). The individual submitting an Entry into the Promotion on behalf of a team or organization represents and warrants that they are the duly authorized Representative for such team or organization and have obtained all rights necessary to act on the team's or organization's behalf. If an Entry by a team is awarded a prize, such prize will be awarded to the Representative. It is up to the Representative to decide how to allocate the prize among the team members.

Federal, state and local government employees and entities are not eligible to receive any prize under this Promotion.

Participation in the Promotion constitutes your (and your team or organization's) full and unconditional agreement to and acceptance of these Official Rules for the 2021 Zoomtopia Innovation Awards ("Official Rules"). All team members must comply with these Official Rules. Zoom's decisions with respect to the Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Employees of Zoom, or its affiliates and companies associated with the advertisement and marketing of the Promotion, as well as their immediate family and household members are not eligible to participate. Immediate family shall include spouses, parents,

grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.

2. **DATES AND TIMING:** The Promotion begins at 00:00:01 PT on May 18, 2021 and ends at 5:59:59 PT on August 6, 2021 (the “Entry Period”). Entries that are submitted before or after the Entry Period will be disqualified. Zoom’s computer system is the official timekeeping device for the Promotion.

All Finalists will be announced at the 2021 Zoomtopia Innovation Awards, to be held on or about September 14-15, 2021.

3. **HOW TO ENTER: NO PURCHASE REQUIRED TO ENTER OR WIN.** To enter, complete a submission form showing and/or explaining how you are using Zoom in innovative ways (the “Entry”). Visit www.zoomtopia.com/innovation-awards/ for further details and to access the submission form. Videos are not required but may be submitted as part of your Entry. Videos should be under 2-minutes in length, must not exceed 1GB, and must be submitted in one of the following formats: MPEG4, MP4, MOV, AVI with a minimum 720p video quality (1080p preferred).

By submitting an Entry, you represent and warrant that you (or your team or organization) (a) have all right, title and interest in and to the content of the Entry; (b) have obtained consent from all persons appearing in the Entry to include their likenesses in your Entry and for further use as described in these Official Rules; (c) can grant to Zoom the licenses and permissions herein; and (c) to the extent any intellectual property is not owned by you (or your team or organization), have a valid license to use the intellectual property and transfer to Zoom a license to use it, as well, as described below.

You (and your team or organization) agree and acknowledge that personal data submitted with an Entry, including names, mailing addresses, phone numbers, and email addresses may be collected, processed, stored and otherwise used by Zoom and its affiliates for the purposes of conducting and administering the Promotion. All personal information that is collected is subject to Zoom’s Privacy Statement at zoom.us/privacy.

In order to be valid, Entries (a) must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, lewd, pornographic, obscene, profane, tortious, slanderous, hateful, discriminatory in any way, or that promotes violence, illegal conduct or animal cruelty, or otherwise does not comply with the theme and spirit of the Promotion; (b) must not promote discrimination against or contempt for other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or disease; and (c) must not contain content, material or any element that is unlawful in any jurisdiction where the Entry is created.

Participants may only submit one (1) Entry per individual category for consideration. For clarification purposes, if Participant is an eligible individual, such individual may submit

an Entry under their own name for consideration in a category, even if the organization the individual works for has entered an Entry in that category, however, such individual cannot submit multiple Entries for consideration in a category as both an individual and as a member of a team.

4. **FINALIST SELECTION AND NOTIFICATION:** Category Finalists will be selected from the following categories: (i) Defining the Hybrid Workspace, (ii) Deploying the Platform: (iii) More than Meetings, (iv) Deepened Connections and Experiences, (v) Delivering a Better Tomorrow, (vi) Dedication to Healthcare, (vii) Dynamic Education, (viii) Discovering the Future of Financial Services, (ix) Driving Innovation in Government. Category Finalists will be judged based on cumulative score in the following categories: Innovation (50%), Quality/Creativity Demonstrated in Entry (25%), Impact of the Innovation (25%). A panel of judges made up of Zoom employees will score all Entries. All ties will be broken by a different panel of judges. If there is a further tie, the winner will be decided based on the creativity exhibited by the entry. The decisions of the judges shall be final in all respects.

A judging panel of Zoom employees will vote on one (1) Overall Finalist from the Category Finalists.

All Finalists will be announced at the 2021 Zoomtopia Innovation Awards, to be held September 14-15, 2021. Additionally, the Category Finalists and Overall Finalist (the “Finalists”) will be notified via email using the e-mail address provided at the time of entry. Category Finalists must acknowledge and respond to any email notice within five (5) days or Zoom reserves the right to award the prize to the next runner up in the such category. No other notice will be provided.

5. **PRIZES.** Nine (9) Category Finalists will be named and prizes will be awarded as described below. The Category Finalist for Driving Innovation in Government will not be eligible to receive any prizes. An Overall Finalist will be selected from the nine (9) Category Finalists. Prizes are non-transferable and cannot be substituted for like value, except at the sole discretion of Zoom. Zoom reserves the right to substitute a prize of equal or greater value in the event a prize is not available at the time of award. Limit of one (1) Category Finalist per Participant.

- a. **Overall Finalist:**

- i. Two (2) Zoomtopia 2022 entry tickets (Approximate Retail Value (“ARV”): \$[XX])
- ii. Logitech Product (ARV: \$2999)
- iii. Poly Product (ARV: \$599- 850)
- iv. Neat Product (ARV: \$1500)
- v. DTEN Product (ARV: \$599)

- b. **Overall Runner Up:**

- i. Poly Product (ARV: \$599- 850)
- ii. Neat Product (ARV: \$1500)
- iii. DTEN Product (ARV: \$599)

- c. **Category Finalists (excluding the Driving Innovation in Government Category Finalist):** Each Category Finalist (other than the Driving Innovation in Government Category Finalist) shall receive the following:
 - i. Inclusion in Innovation Awards Blog or Webinar
 - ii. Zoom Swag (ARV: \$20)
 - iii. Jabra Product (ARV: \$877)

- d. **Driving Innovation in Government Category Finalist:**
 - i. Inclusion in the Innovation Awards Blog or Webinar

The total aggregate value of all prizes in the Promotion is approximately \$14,805]. All prize amounts are stated in United States dollars.

All Finalists are solely responsible for any fees, taxes or other costs associated with receiving any prize. Awards of prizes to Finalists are subject to the express requirement that they submit to Zoom all documentation and a valid social security number or tax ID number, as requested by Zoom, to permit it to comply with all applicable state, federal, and local tax reporting requirements. The Finalists agree and acknowledge that Zoom may be required to withhold and remit a portion of prize value to comply with applicable tax laws. To the extent permitted by law, all taxes imposed on prizes are the sole responsibility of the Finalists. The Finalists are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a Finalist fails to provide such documentation or information or otherwise comply with such laws, the prize may be forfeited and Zoom may, in its sole discretion, award a prize to the next runner up in the Promotion. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the Finalists.

- 7. **AFFIDAVITS AND RELEASES:** Except where prohibited by law, by accepting a prize, the Finalists hereby grant Zoom and its representatives an irrevocable, perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display the Finalist's name (and any team member names) and information about the prize award, in any way, at any time, in any and all media, including without limitation, for use in advertising and marketing, without any additional approval or consideration. By accepting a prize, Finalist represents and warrants that they have the right to grant the foregoing license. In addition, except where prohibited, Zoom may require Participants and Finalists (including any individual members of teams) to sign and return an affidavit of eligibility, and a liability/publicity release ("Affidavit and Release"). The Affidavit and Release will be provided separately if it is required. All documents requested by Zoom, including the Affidavit and Release must be signed, notarized, and returned to Zoom within fourteen (14) days of receiving notice. If not timely received, the prize may be forfeited and Zoom may, in its sole discretion, award a prize to the next runner up in the Promotion.

8. **GENERAL CONDITIONS:** In the event that the operation, security, administration, logistics, feasibility, or circumstances of the Promotion is impaired in any way for any reason, including, but not limited to, technical errors, tampering with Entries, Finalist selection, any form of fraud, or circumstances beyond its control, Zoom may, in its sole discretion, (a) modify the Promotion; (b) suspend the Promotion to address the impairment and then resume the Promotion, if possible, in a manner that best conforms to the spirit of these Official Rules, (c) award the prizes according to the best approximation of these Official Rules from among the non-suspect, eligible Entries received up to the time of the impairment, or (d) cancel the Promotion if neither above option is practicable or feasible. Zoom reserves the right in its sole discretion to disqualify any individual, team or organization it finds to be tampering with the Promotion or to be acting in violation of these Official Rules.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, ZOOM RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by Zoom to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The Promotion is subject to federal, state, and local laws and regulations and is void where prohibited. In the event of a dispute as to the owner of an Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the Participant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

9. **LICENSE.** By submitting an Entry to the Promotion, you (and your team or organization) hereby grant to Zoom and its affiliates, successors and assigns a non-exclusive, perpetual, irrevocable, worldwide, fully-paid right and license, with the right to sublicense through multiple levels of sublicensees, to all of your intellectual property rights in the Entry (including any videos), to publicly perform, publicly display, digitally transmit, distribute, copy, modify, create derivative works, and otherwise use the Entry in any manner to promote Zoom, the Promotion or other promotions, including without limitation on Zoom's social media accounts and websites and at any webinar or conference (including the Zoomtopia Innovation Awards) without the need for further approval or compensation. You represent and warrant that no minor appears in the Entry video.
10. **DISCLAIMER; RELEASE.** NEITHER ZOOM, NOR ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, INSURERS, PREDECESSORS, SUCCESSORS OR REPRESENTATIVES (COLLECTIVELY, "ZOOM ENTITIES") MAKE OR GIVE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROMOTION, OR ANY PRIZE OR PARTICIPANT'S

PARTICIPATION IN THE PROMOTION. THE ZOOM ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM THE PROMOTION OR ANY CAUSE, OCCURRENCE OR CONDITION THAT MIGHT CAUSE THE PROMOTION TO BE DISRUPTED, SUSPENDED OR CORRUPTED, INCLUDING: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; AND (IV) THE DOWNLOADING OF ANY MATERIAL IN CONNECTION WITH THIS PROMOTION.

BY PARTICIPATING IN THIS PROMOTION, YOU HEREBY RELEASE AND DISCHARGE THE ZOOM ENTITIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND NATURE, IN LAW, EQUITY OR OTHERWISE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, AND IN PARTICULAR ANY FROM ALL CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND NATURE FOR DAMAGES ACTUAL AND CONSEQUENTIAL, PAST, PRESENT, AND FUTURE, ARISING OUT OF, OR IN ANY WAY RELATING THE PROMOTION, THE ADMINISTRATION OF THE PROMOTION, THE USE OF THE ENTRY, ANY PRIZE AWARDED, THE USE OR MISUSE OF ANY PRIZE, AND ANY PUBLICITY, ADVERTISING OR PROMOTION RELATING TO THE PROMOTION AND/OR THE PRIZE, AND/OR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, AND YOU AGREE TO INDEMNIFY ZOOM ENTITIES FOR ANY THIRD PARTY CLAIMS RELATED TO THE SAME. IT IS UNDERSTOOD AND AGREED THAT THIS IS A FULL, COMPLETE, AND FINAL GENERAL RELEASE OF ANY AND ALL CLAIMS DESCRIBED AS AFORESAID, AND YOU AGREE THAT IT SHALL APPLY TO ALL UNKNOWN, UNANTICIPATED, UNSUSPECTED, AND UNDISCLOSED CLAIMS, DEMANDS, LIABILITIES, ACTIONS OR CAUSES OF ACTION, IN LAW, EQUITY OR OTHERWISE. YOU HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND THAT SECTION AND THE BENEFITS THEREOF ARE EXPRESSLY WAIVED. SECTION 1542 READS AS FOLLOWS:

“SECTION 1542. (GENERAL RELEASE - CLAIMS EXTINGUISHED.) A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

11. **DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of California. All issues and questions

concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Zoom in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

12. **PROMOTION RESULTS:** Finalists will be announced at the 2021 Zoomtopia Innovation Awards and a list of Finalist will be made available at www.zoomtopia.com/innovation-awards/ following the awards. Names of Finalists can also be obtained by sending a self-addressed stamped envelope to Zoomtopia Innovation Awards Contest, c/o Zoom, Inc., 55 Almaden Blvd., 6th Floor, San Jose, CA 95113.