

THIS IS A JOURNEY.AI PROMOTION CONTEST

NO PURCHASE IS NECESSARY TO ENTER OR WIN

Last Updated: 10 October, 2020

The Promotion is void where prohibited or restricted by applicable law, and all applicable federal, state and local laws and regulations apply. Winners are responsible for any taxes, customs, duties and like amounts connected with the prizes.

1. How to Enter. To participate in the Journey Avaya Sales Kickoff Event Contest (“**Promotion**”) for a chance to win a prize, eligible persons must submit their professional contact information to Journey during the Avaya FY21 North America Sales Kick-off event via the entry form. Eligible persons who submit such contact information (“**Contestants**”) between opening and closing day of the event will be entered to the Promotion to have their entries considered for the Grand Prize (the “**Entry Period**”).
2. Eligibility. Eligibility to participate in the Promotion or to win prizes is limited to individual persons at least 18 years of age at the beginning of the Entry Period, and who are Avaya employees attending the Avaya FY21 North America Sales Kick-off event. Up to 4 entries per-participant is allowed.
3. Contest entries must be submitted during the Entry Period. Entrants who disregard these Official Rules are not eligible to participate or win. Directors, officers, employees, contractors and agents (and their immediate families and household members) of Journey, its parents, affiliates, subsidiaries, advertising and promotion agencies, or any other company involved with the design, production, execution or distribution of the Promotion are also not eligible. Journey’s determination of eligibility, in its sole discretion, shall be final.
4. Grand Prize. One Contestant will be selected at random by Journey as the winner of a Series 6 Apple Watch. Journey reserves the right to substitute a prize of equal or greater value in the event of unavailability.
5. Conditions of Participation. Participants agree to be bound by these rules and all decisions of Journey, whose decisions will be final. Each participant agrees to be bound by these Official Rules and the decisions of Journey, and to accept delivery of any prize won based upon availability. In addition, Journey is not responsible for any printing errors in these Official Rules or otherwise in any materials available at the Avaya FY21

North America Sales Kick-off event.

6. Unless a Contestant otherwise requests to opt out, Journey and its designees may use the Contestant's physical, phone and e-mail address to contact the Contestant regarding Journey's services and other offers and/or promotions.
7. If, for any reason, the fairness or integrity of the Promotion becomes compromised, or Journey's administration or fulfillment of the Promotion becomes impracticable, Journey reserves the right to terminate or modify the Promotion, and to disqualify any individual who tampers with the process or the administration of the Promotion.
8. Winner Notification. The winner of the Grand Prize will be notified by email or telephone. Journey may require the prize winner to execute an affidavit of eligibility, liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, "Affidavit"). If the prize winner does not respond to the notification within 10 days, is found to be ineligible, fails to execute the Affidavit or other documentation required by Journey and/or the Grand Prize is returned as undeliverable, Journey may consider such prize winner to have forfeited the Grand Prize, and another prize winner may be selected as time allows.
9. The Grand Prize will be awarded within approximately 30 days of the winner's complete response to notification. Journey makes no warranties with regard to the Grand Prize. The Grand Prize is not transferable and the winner has no right of substitution (in cash or otherwise).
10. Announcement of Winners. The name of the Grand Prize winner will be announced via phone and/or email, and may be posted in the Journey Virtual Booth after the last Expo session.
11. Disclaimers, Dispute Resolution and Limitations of Liability. Each Contestant hereby releases, and agrees to defend, indemnify and hold harmless Journey, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Promotion or the awarding, acceptance, use or misuse of the Grand Prize or any other substitute prize. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of conflicts of laws principles. Any action or litigation concerning

this Promotion shall take place exclusively in the federal or state courts sitting in New Castle County, Delaware, and each Contestant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Contestant agrees to service of process by mail or other method acceptable under the laws of the State of Delaware. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. CONTESTANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CONTESTANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, TO THE EXTENT ALLOWED BY APPLICABLE LAW.