Atlassian High Velocity ITSM General Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW OR INTERNATIONAL PUBLIC POLICY OR WHERE REGISTRATION, FILING OR NOTICE REQUIREMENTS MAY EXIST.

- **1. How to Enter.** To enter the Atlassian High Velocity ITSM General Giveaway ("Sweepstakes"), during the Sweepstakes Period, read the Official Rules and enter as follows:
 - If you are attending Atlassian Presents: High Velocity ITSM in person: You may submit an entry by registering before October 31, 2022 and scanning your attendee badge as instructed.
 - If you are attending Atlassian Presents: High Velocity ITSM digitally: You may submit an entry by registering before October 31, 2022 and logging into the digital experience platform to attend the event via the URL provided by Sponsor at the time of registration.

Limit 1 entry per person. All entrants must have a valid email address. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

- **2. Start/End Dates.** Sweepstakes runs throughout December 8, 2022 for inperson attendees, and December 13, 2022 for digital attendees (respectively for each type of attendee, the "Sweepstakes Period").
- **3. Eligibility.** Participation open only to entrants who are at least 18 years of age or the age of majority in their state/province of residence (whichever is greater) and who are not individuals or entities restricted by United States export controls and sanctions or any other nation's or state's applicable law. Void in Belarus, Brazil, Cuba, Crimea, French overseas territories, Iran, Italy, Myanmar, North Korea, Russia, Sudan, Syria, Turkey, or any of the United States embargoed countries and where prohibited, taxed

or restricted by law. You are not authorized to participate in the Sweepstakes if you are located in any of the foregoing jurisdictions. Employees, officers and directors of Atlassian Pty Ltd ("Sponsor") and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, content providers, producers and distributors of content and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. All applicable federal, state, provincial and local laws and regulations apply.

Sponsor's decisions are final and binding in all matters relating to the Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules. In particular, it will be mandatory for each entrant to expressly accept these Official Rules and the grant of rights in favor of Sponsor with respect to that entrant's submission pursuant to the terms indicated in these Official Rules. Additionally, entrants must sign and return a written document as requested by Sponsor to perfect such grant, if necessary.

- **4. Random Drawing/Odds.** Winners will be selected in three (3) random drawings, one (1) such drawing respectively for all eligible entries received on or about December 14, 2022 in each of the following groups:
 - Attendees of the High Velocity ITSM in-person event
 - Attendees of the AMER edition of the High Velocity ITSM digital event
 - Attendees of the APAC edition of the High Velocity ITSM digital event

Odds of winning a drawing will depend on the number of eligible entries received in the applicable group. Drawings will be conducted by a representative of Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

5. Prizes. The following prizes will be awarded for each group of entries:

Prizes for Attendees of the High Velocity ITSM in-person event:

• In-Person Grand Prize: One (1) record player. Approximate retail value ("ARV") of In-Person Grand Prize: \$300 USD.

- In-Person First Prize: One (1) Ticketmaster gift card. ARV of In-Person First Prize: \$200 USD.
- In-Person Second Prize: One (1) signed concert poster. ARV of In-Person Second Prize: \$100 USD.

Prizes for Attendees of the AMER edition of the High Velocity ITSM digital event:

- AMER Grand Prize: One (1) gift card. ARV of AMER Grand Prize: \$500 USD.
- Two (2) AMER First Prizes: One (1) gift card. ARV of AMER First Prize: \$200.
- Two (2) AMER Second Prizes: One (1) gift card. ARV of AMER Second Prize: \$100.

Prizes for Attendees of the APAC edition of the High Velocity ITSM digital event:

• APAC Grand Prize: One (1) gift card. ARV of AMER Grand Prize: \$100

Total ARV of all prizes combined: \$1800 USD. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state, provincial and local taxes and unspecified expenses (including social contributions and/or VAT Taxes, where applicable) are the responsibility of winners. Gift card terms and conditions apply. AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL OR OTHER TAX REPORTING LAW OR REGULATIONS IN THE UNITED STATES AND IN THEIR RESPECTIVE JURISDICTION. ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Refusal by any winner to submit such documentation or complete any required forms or obligations shall result in such winner forfeiting the prize, leaving it unclaimed.

Limit one prize per person. All cash prizes will be paid in U.S. currency or the local currency of the winner's country/jurisdiction of residency, in Sponsor's sole discretion. Entrants should be aware that to the extent any prize is to be awarded via check or wire transfer, such process may result in deductions by clearing banks over which Sponsor has no control.

If due to a printing, production or other error, more prizes are claimed than are intended to be awarded, the intended prize will be awarded in a random drawing from among all verified and validated prize claims received. No more than the stated number of prizes will be awarded.

Any prize awarded to an Australian resident prize winner will be delivered within twenty-eight (28) days after the winner of the prize has been selected.

6. Notification. Potential winners will be notified on or about December 8, 2022 (for in-person attendees) or December 13, 2022 (for digital attendees) by email and may be required to sign and return, where legal, an Affidavit and/or Declaration/Certification of Eligibility, Liability/Publicity Release and/or rights transfer document within seven (7) days of prize notification. If a Canadian resident is selected as a potential winner, in order to win the prize, such Canadian resident must first correctly answer a time-limited mathematical skill question, unaided by telephone (at a pre-arranged time) or e-mail in order to win the prize.

FOR RESIDENTS OF FRANCE AND GERMANY ONLY: Each potential winner will receive a document called "eligibility/publicity release" designed to obtain his/her free consent to use his/her full name, likeness, city of residence and submission for promotional purposes and without additional compensation. In any case, a lack of consent does not prevent such potential winner from receiving the prize.

Potential winners will be required to email Sponsor within five (5) calendar days in order to claim their prize. If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements or any other laws, rules or regulation of any applicable jurisdiction by the winner, such prize will be forfeited and may be awarded to an alternate winner will be selected from all remaining eligible entries (time-permitting). Upon prize forfeiture, no compensation will be given.

7. Conditions. BY PARTICIPATING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO THE NON-EXCLUDABLE GUARANTEES (DEFINED BELOW) ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PROMOTIONAL PARTNERS AND EACH OF THEIR

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ADVERTISING AND PROMOTIONS AGENCIES, CONTENT PROVIDERS. PRODUCERS AND DISTRIBUTORS OF CONTENT AND THEIR RESPECTIVE **PARENT** COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, provincial, local, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state/province/territory), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with the Sweepstakes in any way shall be disqualified. Entrants acknowledge and agree that their participation in the Sweepstakes are not and do not create any confidential, fiduciary, employment, agency or other special relationship between entrant and Sponsor. To the extent permitted by the applicable law, and subject to the Non-Excludable Guarantees, Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism.

8. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any attempted form of entry other than as set forth above is

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prohibited; no automatic, programmed, robotic or similar means of entry are permitted. To the extent permitted by applicable law, and subject to the Non-Excludable Guarantees, Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in the Sweepstakes or downloading any materials in the Sweepstakes. Sponsor reserves the right, in its sole discretion (subject to the approval of the RACJ and any written directions of a regulatory authority), to cancel, terminate, modify, extend or suspend the Sweepstakes should (in its sole discretion) viruses, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes and/or as a result of any applicable law, regulation, decree or guideline. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or website. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability; Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE

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DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR THE SWEEPSTAKES ITSELF AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW (I) THE EXCLUSION OF IMPLIED WARRANTIES ON APPLICABLE STATUTORY RIGHTS; AND (II) LIMITATIONS ON A CONTRACTING PARTY'S LIABILITY WITH REGARDS TO DAMAGES OR DEATH CAUSED DUE TO ITS NEGLIGENCE OR INTENTIONAL MISCONDUCT, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN SOME CASES. THIS LIMITATION MAY NOT BE ENFORCEABLE IN ALL JURISDICTIONS AND THEREFORE MAY NOT APPLY TO ALL ELIGIBLE PARTICIPANTS. FURTHER, NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE OR MODIFY ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS AND CONDITIONS TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Disputes; Governing Law. To the extent permitted by the applicable law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. To the extent permitted by the applicable law, any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of California, City of San Francisco.

TO THE FULLEST EXTENT PERMITTED BY LAW, THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For Australian residents, the promotion will be governed by the applicable laws of the Australian State or Territory in which the entrant resides. For any

matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the City of San Francisco in the State of California. The parties agree not to raise the defense of forum non conveniens.

Subject to the foregoing, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

11. Use of Data. Sponsor (data controller) will be collecting personal data about entrants online, in accordance with Atlassian's privacy policy. Please review the Sponsor's privacy policy located at https://www.atlassian.com/legal/privacy-policy.

The processing of entrants' personal data is necessary for the performance of a contract to which the entrant is a party (as set forth by article 6(1)(b) of General Data Protection Regulation (UE) 2016/679, hereinafter the "GDPR"). It aims at administering the Sweepstakes and at sending the prizes to the winners. The processing of entrants' personal data will be carried out in accordance with the GDPR.

By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

- **12. List of Winners/Winner's Name.** To obtain a list of winners/the name of the winner, send a self-addressed, stamped envelope by March 13, 2023 to: Atlassian Pty Ltd c/o Atlassian US, Inc. 350 Bush Street, Floor 13, San Francisco, CA 94104, USA
- **13. Sponsor.** Atlassian Pty Ltd (ABN 53 102 443 916) c/o Atlassian US, Inc., 350 Bush Street, Floor 13, San Francisco, CA 94104, USA