

#ISpyMistAI
TERMS AND CONDITIONS

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, REGULATION OR CORPORATE POLICIES.

THIS PROMOTION (THIS “PROMOTION”) IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH ANY THIRD PARTIES.

BY PARTICIPATION IN THIS PROMOTION, YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT ENTER THE PROMOTION. ENTERING IN THE PROMOTION CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. FAILURE TO COMPLY WITH THESE RULES AND/OR ANY OTHER APPLICABLE THIRD PARTY PROMOTIONAL RULES, POLICIES AND PROCEDURES WILL AUTOMATICALLY VOID AN ENTRY.

1. **Eligibility.** This Promotion is open to legal residents of the 50 United States and the District of Columbia. Entrants must be at least 18 years of age and above the age of majority in the jurisdiction of their residence as of the date of entry. Employees of Juniper Networks, Inc. (“Juniper”) and its subsidiaries and employees of any organizations responsible for sponsoring, fulfilling or administering this Promotion and each of their affiliates, as well as the immediate family members (i.e., parents, spouse, siblings, children, grandparents, stepparents, stepchildren and step siblings, and their respective spouses) and persons living in the same household (whether or not related) of all such foregoing individuals are also not eligible to enter or win. Government and state employees, and “foreign officials” are prohibited from participating in the Promotion or from accepting any prizes even if invited by Juniper to participate. Entrants are required to determine for themselves whether they would be deemed to be government or state employees or foreign officials under relevant laws. Any entry from an ineligible person is void. Potential winner(s) may be required to provide proof of eligibility.

2. **Prizes.**

- Five (5) winners per week for eight (8) weeks, for a total of forty (40) winners, will receive a prize of a \$50 Gift Card that has an approximate retail value (“ARV”) of \$50.00
- Two (2) winners will receive a prize of Oculus Quest 2 that has an ARV of \$299.00.

The total ARV of all prizes is ~\$2600.

3. **Rules.** This promotion is valid from November 25th, 2021 at 12:01 am PT to January 27th, 2022 at 11:59 PM PT (“Promotion Period”). Juniper’s time clock will be the official timekeeping device for this Promotion.

Multiple entries by the same individual are allowed but an individual may not reuse a previously provided picture or company. Each unique picture from a unique Mist customer is one entry. Prizes cannot be resold or transferred to other parties, or redeemed for cash or substituted by winner, except Juniper reserves the right to provide a substitute prize of approximately equal value. The ARV of the prize represents Juniper’s good faith determination. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Each winner is responsible

for any other costs incurred beyond the value of the prize. Failure to comply with these Terms and Conditions, including satisfaction of all eligibility requirements, will result in forfeiture of the prize and any entitlements thereto. Juniper is the promoter of this Promotion.

By entering the Promotion, you grant Juniper, its agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Promotion participation materials as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you. By entering the Promotion, you represent and warrant that (a) the submission is your original work product and does not infringe the rights of any third party, (b) publication of the submission via various media will not infringe the rights of any third party and (c) the submission has not been previously published in any medium. Each entrant to this Promotion agrees to indemnify, defend, and hold harmless Juniper and other Released Parties (as defined below) from any claims to the contrary.

4. **How to Enter.** To enter: post a picture of a Mist Access Point operating in a public space to Twitter and/or LinkedIn with the Hashtag '#ISpyMistAI'. Multiple entries by the same individual are allowed but an individual may not reuse a previously provided picture or company. Each unique picture from a unique Mist customer is one entry.
5. **Winner Selection.** The winner(s) of the Promotion will be selected at random from among all eligible entries received during the applicable week during the Promotion Period. The random drawing will be conducted promptly after the expiration of the Promotion Period by Juniper or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible entries received. Juniper may, in its sole discretion, undertake a subsequent redraw among all remaining eligible entries in the event that a prize is unclaimed, until all available prizes are claimed.
6. **Potential Winner Requirements.** [A potential winner will be notified by direct message to the Twitter handle or LinkedIn profile that has been provided by entrant within a reasonable time period after the winner(s) have been selected. A winner must accept their prize by email as directed by Juniper within three business days of notification, and, in connection therewith, may be required to execute and return a declaration of eligibility, a publicity / image release form and/or a W-9 (or other applicable tax form).] Juniper reserves the right to disqualify an otherwise eligible winner if delivery of the awarded goods or services cannot lawfully occur because (i) the goods or services awarded cannot lawfully enter or be entered in the named destination country for any reason (including without limitation lack of applicable homologation certification) or (ii) Juniper determines in its discretion that the product cannot without unreasonable expense and effort be exported lawfully to the winner's location or that the winner has not furnished Juniper adequate information, assurances and certifications reasonably required to ensure that lawful delivery can occur. Juniper shall have no responsibility for importation of goods into any country other than one in which Juniper maintains an order fulfillment distribution center. Delivery terms for any goods awarded shall be FCA (INCOTERMS 2020) at a Juniper distribution center of its choice. Juniper is not responsible for any delay or failure to receive notification (including any requested documentation) for any reason, including inactive email account(s), technical difficulties associated therewith, the winner's failure to adequately monitor any email account or delay in obtaining any required export license. Any winner notification not responded to or returned as incomplete may result in a prize forfeiture.

7. **Applicable Laws and Taxes.** Entrants agree to comply with all applicable laws, regulations, ordinances, and executive orders of any country, state, province, municipality, or government body applicable to (i) this Promotion, and (ii) entrant's entry in this Promotion, and entrant will indemnify, defend and hold harmless Juniper and its subsidiaries and its and their respective directors, officers, agents, employees, vendors, and suppliers (collectively, the "Released Parties") from and against any and all claims, demands, actions, litigation, investigations and proceedings arising out of or related to (a) entrant's entry in the Promotion, including, without limitation, the delivery of a prize under the Promotion; (b) entrant's obligation to pay all taxes, if any, associated with any prize received by the entrant; (c) any claims of employment, consulting, retention, hiring and/or any entitlement related thereto (including but not limited to pension, CPF, insurance or other benefits) by entrant; or (d) entrant's breach or non-compliance of these Terms and Conditions.

The prizes provided under Promotion may be subject to taxes. Any and all taxes are the sole and personal responsibility of the recipient of any prize provided under this Promotion. The recipient of any prize agrees to assume all responsibility and liability associated with the accurate and timely reporting and payment of any and all taxes associated with any prize.

Prizes, valued separately or cumulatively, in excess of \$600 in a calendar year are subject to tax reporting requirements. Prize winner recipients will provide Juniper Networks with a completed Form W-9 or applicable Form W-8 series form, as appropriate, for U.S. federal income tax reporting purposes. Prize winner recipients that are U.S. Citizens will receive a Form 1099-MISC on such prizes. Nonresidents aliens (non U.S. Citizens), may be subject to additional tax rules depending on circumstances and treaty status and benefits. Where applicable, taxable income will be reported on Form 1042-S and may be subject to income tax withholding.

8. **General Conditions.** Juniper may modify, suspend, cancel or terminate this Promotion at any time and without any liability. Any modifications to the Promotion will have immediate effect. Nothing in these Terms and Conditions shall in any way be construed to (i) constitute entrant as an agent, employee, or representative of Juniper or (ii) create a partnership, joint venture or employer-employee relationship between entrant and Juniper. Entrant agrees to conduct him or herself in a manner that, at all times (a) does not reflect negatively on Juniper or in any way harm Juniper's reputation; (b) avoids unethical, illegal, misleading or deceptive practices; (c) does not make or appear to make any warranties, representations or guarantees on behalf of Juniper or related to Juniper products or services; and (d) complies with all applicable laws and regulations. By entering in the Promotion, entrant hereby: (a) agrees to be bound by these Terms and Conditions, and the decisions of Juniper, which shall be final and binding; (b) waives any right to claim ambiguity in the Promotion or these Terms and Conditions, except where prohibited by law; and (c) agrees and understand that these Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

By entering in this Promotion, entrant consents that Personal Data (as defined below) and, if applicable, the courses taken of the entrant may be used by Juniper (and its appointed agents and partners) within ongoing media, social media and marketing campaigns for the purposes of promoting Juniper products/services without further approvals. For the purposes of these Terms and Conditions, "Agents" shall mean contractors, suppliers, and subcontractors.

Entrant agrees that Juniper has not made any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to this Promotion. All representations and warranties are hereby expressly disclaimed.

9. **Data Privacy.** The entrant understands and agrees that Juniper and its partners and Agents may, and entrant is granting Juniper consent to, collect, access, transfer, use, store, or destroy (collectively, “Process”) entrant’s name, image, video, job title, address, telephone number, email address, and any other personally identifiable information relating to entrant (collectively, “Personal Data”), to the extent necessary for the purposes of this Promotion and for purposes of promoting Juniper products/services. Entrant may withdraw consent to receive Juniper promotional materials at any time. All Personal Data collected, processed, and/or used in connection with these Terms and Conditions is subject to the Juniper Privacy Policy.

Juniper is entitled, but is not obligated, to make information concerning entrant’s entry in this Promotion available to Juniper’s employees, partners, contractors, suppliers, and subcontractors, and regulators; in writing or electronically. Entrant acknowledges that entrant has the sole responsibility for ensuring that entrant’s information is accurate and that Juniper is kept aware of entrant’s current relevant information.

Entrant acknowledges and agrees that Juniper and its partners and agents may, as part of this Promotion transfer entrant’s Personal Data across borders, including, without limitation, from the European Economic Area to the United States and/or between other countries, as reasonably necessary. Entrant warrants that any information that entrant provides in connection with this Promotion, including without limitation, Personal Data, will be provided in accordance with all applicable laws and regulations. Entrant acknowledges and agrees that Juniper shall not be held liable or responsible for any inaccuracies or omissions contained in any Personal Data or any other information at the time such data is received by or on behalf of Juniper.

10. **Governing Law / Dispute.** Except where expressly prohibited by applicable law, (1) this Promotion and the awarding of any prizes shall be governed by and interpreted in accordance with the laws of the State of California, USA without giving effect to any conflict of law principles, (2) all disputes arising out of or related to this Promotion and the awarding of any prizes shall be subject to the exclusive jurisdiction of the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and (3) any and all disputes, claims, and causes of action arising out of or connected with this Promotion and the awarding of any prizes shall be resolved individually, without resort to any form of class action

11. **LIMITATION OF LIABILITY AND RELEASE.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, JUNIPER AND ITS AFFILIATES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OF ANY KIND REGARDLESS OF THE FORM OF THE ACTION, ARISING OUT OF THIS PROMOTION OR THESE RULES, EVEN IF JUNIPER OR ITS AFFILIATES, AGENTS, OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTION. ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, EXCLUDING ATTORNEYS’ FEES. ENTRANTS RELEASE AND HOLD HARMLESS JUNIPER AND THE OTHER RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF ENTRY IN THIS PROMOTION OR PRIZE RECEIPT OR USE.

12. **No Third Party Endorsement.** The Promotion is not sponsored, endorsed or administered by, or associated with, any third party, including, without limitation, any social media platform or site. Any information you provide in connection with the Promotion are to Juniper and not to any social media platform or site (each, a “Social Media Site”). You understand that by using and interacting with a Social Media Site, you are subject to the terms, conditions, and policies that govern the use

of those sites. You should therefore review the applicable terms and policies for the Social Media Sites, including privacy and data gathering practices, before using or interacting with the Social Media Sites.

13. List of Winning Entrants. For the names of winners, send an email to #ISpyMistAI@juniper.net with “Winners List” in the subject line, for receipt no later than thirty (30) calendar days after the expiration of the Promotion Period.

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