======

Fastly: RSAC 2023 Conference Sweepstakes ("Sweepstakes") 2023 OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKES IS OPEN TO ATTENDEES OF THE 2023 RSAC CONFERENCE THAT ARE AT LEAST 18 YEARS OF AGE. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. Subject to all applicable federal, state and local laws and regulations.

- 1. **SPONSOR:** Fastly, Inc. ("Sponsor"), Attn: General Counsel, PO Box 78266, San Francisco, CA 94107.
- 2. **AGREEMENT TO OFFICIAL RULES.** By participating in the Sweepstakes, you accept these Official Rules.
- 3. ELIGIBILITY TO PARTICIPATE: Open to registered attendees of the 2023 RSAC Conference who are 18 years of age or older on the date of the Sweepstakes drawing residing in the United States. The following individuals are not eligible to enter or win a prize: (a) government officials or employees, (b) employees, contractors, directors, and officers of Sponsor, its affiliated companies, (c) the web design, advertising, fulfillment, legal, judging, administrative, and promotional agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes or the 2023 RSAC Conference (collectively, "Sweepstakes Parties"), and (d) the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). In addition, persons residing in countries subject to U.S. embargos or where participating or winning the Sweepstakes would be otherwise prohibited are not eligible.
- 4. **METHOD TO ENTER:** Enter to receive one (1) entry into the Sweepstakes drawing at the Fastly exhibit booth #1743 by providing a conference badge for scanning. All registration entries must be received by Sponsor by April 27, 2023 at 3pm PT (the "Entry Deadline").
- REGISTRATION PERIOD: You may register for the Sweepstakes starting at 4:00 pm PT until 4pm PT on April 24, 2023. The drawing is scheduled for 12 pm PT on April 28, 2023.
- 6. **RESTRICTIONS:** Limit one (1) entry per person. Means of entry are strictly restricted to the registration process set forth in these Official Rules.

 PRIVACY POLICY: Information collected in connection with this Sweepstakes is governed by and may be used in accordance with Sponsor's Privacy Policy (available at <u>http://www.fastly.com/privacy/</u>).

8. **DRAWING AND ODDS OF WINNING:** One potential winner will be selected in a random drawing from all eligible entries received prior to the Entry Deadline. **Odds of winning depend on the number of eligible entries prior to the Entry Deadline.** Sponsor reasonably anticipates that there may be up to 600 entrants in the Sweepstakes. The drawing will be conducted by a Sponsor representative. The potential winners will be announced upon the drawing and must be present to claim a prize in person. If a potential winner is not present to claim, the prize may be forfeited and, at Sponsor's discretion, awarded to an alternative winner.

Drawing Date and Time	Winners Drawn	Prize(s)
12 PT on Apr 28, 2023	1	VIVE VR Flow Glasses

- PRIZE AND APPROXIMATE RETAIL VALUES: The following prizes will be awarded in the Sweepstakes drawing: One (1) VIVE VR Flow Glasses, Approximate retail value:\$499
- 10. **PRIZE TERMS:** The prize will be provided on an as-is basis without any warranties. Prizes are non-transferable and no cash redemption or prize substitution permitted. If a prize, or any portion thereof, cannot be awarded or delivered for any reason (including, due to any applicable regulations, additional costs or licensing requirements), Sponsor reserves the right to substitute a prize with one of comparable or greater approximate retail value or comparable use. The winner is solely responsible for any taxes, costs or expenses associated with the prize. It is the responsibility of the entrant prior to accepting any award to determine if winning such a prize would violate any agreements, codes of conduct or other duties applicable to such entrant.
- 11. WINNER NOTIFICATION AND PRIZE CLAIM: On April 28, 2023 after the conclusion of the 2023 RSAC Conference, Sponsor will conduct the random drawing from among the eligible entries received to select one potential winner. The potential winner will be announced and notified via email and does not need to be present to

win. If a potential winner does not respond to to the email within (36) hours to claim, the prize may be forfeited and, at Sponsor's discretion, awarded to an alternative winner. Potential winners are subject to verification by Sponsor. Prior to awarding any prize, Sponsor may require entrants to sign and/or return additional documents, such an affidavit, release, or tax forms. Failure to return any requested documents may cause the prize to be forfeited. If a potential winner present at drawing is determined to be ineligible, the prize may be forfeited and an alternate winner may be selected. Sponsor may provide the prize to the winner in person following the drawing and winner verification or deliver the prize to the winner promptly thereafter. Should a potential winner decide to decline a prize for any reason whatsoever, Sponsor shall have no further obligation to that potential winner. Sponsor may provide the prize to the winner in person following the drawing and winner verification, provide instructions to the winner on how to claim the prize, or mail the prize to the winner at Sponsor's expense if the winner is a resident of the United States. Unless winner requests that Sponsor send the prize to an alternative mailing address in the continental United States prior to the date Sponsor delivers the prize to a carrier, Sponsor will rely on and use the address set forth on the winner's registration form.

12. GENERAL CONDITIONS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Sweepstakes Entities are not responsible for the actions of entrants or other individuals in connection with the Sweepstakes. In the event of any conflict between any Sweepstakes details contained in these Official Rules and information contained in any Sweepstakes advertising materials, the Sweepstakes details as set forth in these Official Rules shall prevail. If, for any reason, the Sweepstakes is not capable of running as planned by reason of any cause that could compromise, undermine or otherwise affect the administration, security, fairness, or proper conduct of the Sweepstakes, the Sponsor may cancel, modify or suspend all or any part of the Sweepstakes, and select the prize winner from among the applicable eligible entries received up to the time of such cancellation, , modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor. Sponsor reserves the right to change the Sweepstakes rules at any time in its sole discretion, and Sponsor's decisions in all matters pertaining to the Sweepstakes are final. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

- 13. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Sweepstakes Parties (collectively, "Releasees") resulting from a person's participation in or attempt to participate in the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials at the booth or on Sponsor's website. As a condition of entering, entrants agree (and agree to confirm in writing if requested by Sponsor): (a) to release Sweepstakes Parties from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes, the awarding, receipt, possession, and/or use or misuse of any prize or any access to and/or use of any website, the downloading from and/or printing material downloaded from a website, the removal from any website, or discontinuation of access to any materials related to the Sweepstakes; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.
- 14. **PUBLICITY:** Except where prohibited by law, by accepting a prize, a winner grants permission for Sponsor and those acting under its authority to use their name, and address, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Web Site) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation, and acknowledges that Sponsor may make public disclosures regarding the results of the Sweepstakes and the identity of the winner.
- 15. **GOVERNING LAW & JURISDICTION:** The governing law of California and controlling United States federal law will apply in any lawsuit arising out of or in connection with the Agreement and the Federal or state courts located in San Francisco, California, USA have exclusive jurisdiction over any such lawsuit. By entering the Sweepstakes, you consent to the jurisdiction and venue of the federal, state and local courts located in San Francisco for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts.
- 16. WINNERS LIST: To request a list of the winner's name and for all other inquiries, please send a self-addressed, stamped envelope to Fastly, Inc., Attention: General Counsel, PO Box 78266, San Francisco, CA 94107. Requests must be received within 45 days of the Drawing Deadline.
- 17. **NO AFFILIATION:** VIVE is not a sponsor of, or otherwise affiliated with, the Sweepstakes. The identification of prizes by the names of their respective manufacturers or resellers is not intended to imply that this Sweepstakes has been

authorized, sponsored, or otherwise approved in any way by any of VIVE and such authorization, sponsorship or approval is expressly disclaimed.