

SolarWinds® Switches, Routers & Virtual Powers Sweepstakes: Official Rules for Germany

General Terms and Conditions Applicable to Entering the Sweepstakes

11 Host/Sponsor

- 11.1 The sweepstakes is solely hosted by SolarWinds Worldwide, LLC, 7171 Southwest Parkway, Building 400, Austin, Texas 78735 USA (hereinafter referred to as "**Sponsor**").
- 11.2 The sweepstakes is subject to the following general terms and conditions ("**Official Rules**").

12 Sweepstakes Period

Participation in the sweepstakes is possible between January 5, 2016, 8:00 a.m. CST and January 31, 2016, 11:59 p.m. CST ("**Sweepstakes Period**").

13 Authorization to Participate

- 13.1 You may only participate if you are a permanent resident of Germany and if you are 18 years of age or over.
- 13.2 Employees of Sponsor and any of its affiliates, subsidiaries, representatives, agents, or anyone connected to the creation and administration of the sweepstakes and members of the immediate family of the aforementioned persons may not participate.
- 13.3 Participation via raffle agencies or automated entry software or manipulation of the sweepstakes is prohibited.
- 13.4 Participants not abiding by the Official Rules may be disqualified. If this is the case, Sponsor is entitled not to award the advertised prizes or to reclaim already awarded prizes.

14 Entering the Sweepstakes

- 14.1 Participation is free of charge.
- 14.2 To enter the sweepstakes, the participants must:
- Click on Sweepstakes link on www.thwack.com and answer the daily questions correctly each week to be entered in the weekly drawing, and answer all twenty (20) questions correctly to be entered in the grand prize drawing.
 - There will be one (1) new question each day Monday – Friday until January 31, 2016 for a total of twenty (20) questions. Questions will be available beginning 8:00 a.m. CST each day Monday – Friday. All questions will remain available until 11:59 p.m. CST, January 31, 2016.
 - All five (5) questions for the week must be answered correctly in order to receive one (1) entry in the weekly drawing.
 - All twenty (20) questions must be answered correctly in order to receive one (1) entry in the grand prize drawing.
 - There is a limit of one (1) entry per person per proper business email address for each week.

- Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.

14.3 **Mission Shortcut.** Participants must:

- Download a free trial of the SolarWinds® Network Performance Monitor (“NPM”) (<http://www.solarwinds.com/register/registrationb.aspx?program=607&c=7015000000Dlhw>) and GNS3® (<https://gns3.com/software/download>).
- Submit a screenshot of the Network Topology Map of NPM and GNS3 together via survey gizmo on www.thwack.com during the entry period in order to receive a bonus entry in the grand prize drawing and a promo code for a GNS3 Academy™ course of his/her choosing (up to \$49.00 USD value).
- There is a limit of one (1) promo code per person per proper business email address.

15 **Prizes**

15.1 **Weekly Prize:** On January 11, January 18, January 25 and February 1, 2016, Sponsor will select one (1) potential winner in a random drawing of all entries received for each week during the Entry Period to win the weekly prize. The odds of being selected depend of the number of entries received from all participants for the applicable drawing in connection with this Sweepstakes.

15.2 The following Weekly Prizes can be won:

- **January 11, 2016 Weekly Drawing Winner.** One (1) winner of the drawing will receive a True Depth 3D® VR Inferno Premium Virtual Reality Headset with an approximate value of \$120.00 USD.
- **January 18, 2016 Weekly Drawing Winner.** One (1) winner of the drawing will receive a True Depth 3D VR Inferno Premium Virtual Reality Headset with an approximate value of \$120.00 USD.
- **January 25, 2016 Weekly Drawing Winner.** One (1) winner of the drawing will receive a True Depth 3D VR Inferno Premium Virtual Reality Headset with an approximate value of \$120.00 USD.
- **February 1, 2016 Weekly Drawing Winner.** One (1) winner of the drawing will receive a True Depth 3D VR Inferno Premium Virtual Reality Headset with an approximate value of \$120.00 USD.

15.3 **Grand Prize:** On February 1, 2016, Sponsor will select one (1) potential winner in a random drawing of all entries received during the Entry Period to win the grand prize. The odds of being selected depend on the number of entries received from all participants for the applicable drawing in connection with this Sweepstakes.

- One (1) winner of the drawing will receive a Virtuix Omni™ Package with an approximate value of \$699.00 USD.

15.4 **Mission Shortcut Prize:** Entrants who submit a screenshot of the Network Topology Map of NPM and GNS3 together via survey gizmo on www.thwack.com, will receive a promo code for a GNS3 Academy course of his/her choosing (up to \$49.00 USD value).

5.5 If Sponsor should not be able to award said prize(s) (e.g. because of changes of models, seasonal goods etc.), Sponsor is entitled to award appropriate prizes equal in value (“**equivalent**”). A cash equivalent payment or swapping of the prizes or the equivalents is not possible. The prizes are not transferable.

16 **Notification of the Winners**

The winner will be informed about his/her win by email.

17 Prize Transfer

The prizes will be sent out to the winners by mail one month after the end of the Sweepstakes Period. The prizes will be sent to the address in Germany the winner entered during the registration (see no. 4). Shipping within Germany is free of charge. By handing over the prizes from Sponsor to the shipping company, the risk of incidental destruction or incidental damage of the prizes is passed on to the winner. In the event a winner is unreachable at the address provided by him/her, the winner will forfeit his/her prize.

18 Prior Cancellation of the Sweepstakes

- 18.1 Sponsor reserves the right, at its sole discretion and without prior notice, to cancel or terminate the sweepstakes in its entirety.
- 18.2 Sponsor can make use of this right especially in the event that the website (see no. 4) is infected by a virus, a software bug, unauthorized human intervention occurs or the integrity, administration, impartiality or normal operation of the sweepstakes is compromised in any way.
- 18.3 In case of a cancellation or termination the participants have no right to claim anything from Sponsor, especially no rights to claim the prizes.

19 Liability

- 19.1 Sponsor shall be liable for damages caused by culpably injury to life, body or health.
- 19.2 By entering the sweepstakes, participants agree to release Sponsor, its employees, agents and representatives, its subsidiaries, its affiliated companies, its controlling corporations, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the sweepstakes or any other person directly associated with the holding of the sweepstakes, ("**released parties**") from any and all liability whatsoever for other any losses or damages of any kind that result from acceptance, possession or use of any prize or from entry of attempted entry into the sweepstakes unless the damage of the entrant is caused by gross negligence or wilful intent of a released party.
- 19.3 In an event of slight negligence, the released parties shall be liable only for breaches of a material contractual obligation ("**cardinal duty**"). A "cardinal duty" is an obligation whose fulfilment makes the implementation of this sweepstakes possible in the first place and on the fulfilment of which the participant may therefore generally rely.
- 19.4 Liability in accordance with paragraph 9.3 shall be limited to the typical, foreseeable damages.
- 19.5 The released parties are not liable for defect prizes and for follow-up damages resulting from the defect prizes.
- 19.6 The released parties are not liable for the timely processing via the website, whether due to technical or computer malfunctions or otherwise or any other technical or computer malfunctions or other errors.

110 Personal Information Retention and Processing Rules for the Sweepstakes

Sponsor will not be collecting any Personal Information in connection with the sweepstakes.

111 Final Provisions

- 111.1 Sponsor's decisions are final and queries about them cannot be accepted. There is no recourse to the courts.

111.2 The Official Rules are subject to the relevant law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

111.3 Should one of the provisions of the Official Rules be or become invalid or infeasible the validity of the remaining provisions of the Official Rules shall not thereby be affected. In this case, the invalid or infeasible provision shall be substituted by a valid provision which comes closest to the economical effect of the invalid provision.