

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

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

- 1. Eligibility:** The SolarWinds Switches & Routers Now with Virtual Powers Sweepstakes (“Sweepstakes”) is open only to legal residents of Canada, the United Kingdom and the United States who are eighteen (18) years of age or older. Employees of SolarWinds Worldwide, LLC, its subsidiaries or affiliates, or other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited. **Canadian residents selected as potential winners are subject to correctly answering a skill question of Sponsor’s choice prior to being eligible for a prize.**
- 2. Sponsor:** The Sweepstakes is sponsored by SolarWinds Worldwide, LLC, 7171 Southwest Parkway, Building 400, Austin, TX 78735 (the “Sponsor”).
- 3. Agreement to Official Rules:** Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Being eligible for a prize is contingent upon fulfilling all requirements set forth herein and the number of participants that enter the Sweepstakes.
- 4. Entry Period:** The Sweepstakes begins at 8:00 a.m. CST on January 5, 2016 and ends at 11:59 p.m. CST on January 31, 2016. Entries submitted before or after the Entry Period will not be eligible for the Sweepstakes.
- 5. How to Enter:**

Weekly Drawing. Click on the Sweepstakes link on www.thwack.com and answer the daily question correctly. 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 January 31, 2016. Answer all five (5) daily questions correctly in order to receive one (1) entry in the weekly drawing. There is a limit of one (1) entry per person per proper business email address for each drawing. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.

Grand Prize Drawing. There will be a total of twenty (20) questions (5 questions each week). Entrants who answer all twenty (20) questions correctly will be entered in a drawing to win the grand prize. There is a limit of one (1) entry per person per proper business email address. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.

Mission Shortcut. Download a free trial of SolarWinds® Network Performance Monitor (“NPM”) (<http://www.solarwinds.com/register/registrationb.aspx?program=607&c=7015000000Dlbw>) and GNS3 (<https://gns3.com/software/download>), and 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.

- 6. Drawing:**

Weekly Drawing. On January 11, January 18, January 25 and February 1, 2016, Sponsor will select one (1) potential winner each week in a random weekly drawing of all entries received during the Entry Period to win the prize. The odds of being selected depend on the number of entries received for the applicable drawing. If a potential winner is a legal resident of Canada, he/she will be required to correctly answer a mathematical skill question.

Grand Prize Drawing. On February 1, 2016, Sponsor will select one (1) potential winner in a random drawing of entrants who answer all twenty (20) questions correctly beginning January 5, 2016, at 8:00 a.m. CST and ending January 31, 2016, at 11:59 p.m. CST. If a potential winner is a legal resident of Canada, he/she will be required to correctly answer a mathematical skill question.

7. Prizes Available.

Weekly Drawing Winner:

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

Grand Prize Drawing Winner. The grand prize winner will receive a Virtuix Omni™ Package with an approximate retail value of \$699.00 USD.

Mission Shortcut Prize Winners. 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).

This decision will be final, except as noted herein. The odds of being selected depend on the number of eligible entries received. Any prize details not specified above will be determined by the Sponsor in its sole discretion. The prize is not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and any and all other costs and expenses not listed above.

- 8. Potential Prize Recipient Requirements:** Any potential prize recipient may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If a potential recipient fails to sign and return the Affidavit/Release within the required time period, he/she will forfeit the prize and the next entrant to be deemed to have properly submitted an entry may be selected in his/her place in a random drawing of all entries received. **If a potential winner is a legal resident of Canada, he/she will be requested to correctly answer a mathematical skill question.**
- 9. Entrant's Representations and Warranties:** Entrant represents and warrants that Entrant grants to Sponsor and its affiliates an irrevocable, non-exclusive and royalty-free, worldwide, perpetual right and license to reproduce, distribute, broadcast, post, publish, transmit, encode, store, and/or otherwise use or display, in whole or in part, any content submitted in connection with this Sweepstakes for the purpose of promoting the Sweepstakes or Sponsor, in all media now known or hereafter devised. Entrant agrees and understands that Sponsor is not required to utilize any of the content submitted by the Entrant. Entrant grants to Sponsor and its affiliates the rights and licenses free of charge and agrees that no further permissions from or payment of compensation or royalties to Entrant or any other party are required. Entrant also waives any intellectual property rights, privacy or publicity rights, moral rights, or any other legal right Entrant may have acquired in the content submitted or its elements, if any; and Entrant waives any claim and agrees not to assert any claim against Sponsor, its licensees, or affiliated or related companies for their use of the content submitted.
- 10. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these

Official Rules or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

- 11. Release and Limitations of Liability:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, its officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury (including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 12. Privacy and Publicity:** Except as set forth herein, any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor's Privacy Policy. Except where prohibited, participation in the Sweepstakes constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- 13. Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Texas.
- 14. Sweepstakes Results:** To request a winner list, send a self-addressed, stamped envelope to: SolarWinds Worldwide, LLC; thwack Community Marketing Manager, Associate; Attn: Wendy Abbott; 7171 Southwest Parkway; Building 400; Austin, Texas 78735. Requests must be received within four (4) weeks of the end of the Entry Period.
- 15. Terms Subject to Change.** Terms are all subject to change by the Sponsors as necessary.