Tenable RSA Drawings Official Rules

No Purchase Necessary to Enter or Win

- 1. **Overview.** Tenable, Inc. ("Tenable") has created several promotional drawings where attendees at RSA® Conference will be eligible to participate in one or more drawings by completing the requirements for the applicable program. The programs are: (A) RSAC "Perks Pack" coupons; (B) attendance at a "Lightning Talk" at Tenable's booth; and (C) participation in Tenable's Spot-the-Bot social media campaign (collectively, the "Drawing"). Participants will also need to fill-out a submission form to confirm contact information. Participant names will be drawn randomly to be selected to win one or more of the prizes outlined below, based on the drawing(s) entered. The Drawing is sponsored by Tenable and begins on April 24, 2023, at 5:00 p.m. PT. Entries must be submitted during the Drawing Entry Period (as defined below) to Tenable in strict accordance with Tenable's instructions and these Official Rules. Entrants are limited to a single entry during the Drawing Period. Those who do not abide by these Official Rules or Tenable's instructions or the prize fulfillment requirements may be disqualified at Tenable's sole discretion. Tenable may keep all Entrant information after completion of the Drawing for business management and record keeping purposes.
- 2. **Eligibility.** The Drawing is open only to all individuals who are 18 years of age or older; however, (a) employees of Tenable and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, and (b) public officials (including federal and state government employees) are not eligible to win the prizes described herein. No purchase of Tenable's products or services is necessary to participate in the Drawing. All U.S., federal, state and local laws and regulations apply and this Drawing is void where prohibited by law.
- 3. **Sponsor.** The sponsor and administrator of this Drawing is Tenable, Inc., with its place of business located at 6100 Merriweather Drive, Columbia, MD 21044, United States of America. The Drawing is no way sponsored, endorsed, or in association with RSA, Twitter, LinkedIn, Meta or their affiliates. Each Entrant completely releases and absolves RSA, Twitter, LinkedIn, Meta and/or their affiliate from any association or liability of this Drawing. In case of complaints or disputes, send an e-mail to legal@tenable.com with the subject line "Tenable RSA Drawing."
- 4. **Agreement to Official Rules.** Participation in the Drawing 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. Winning a prize is contingent upon fulfilling all requirements set forth herein. By accepting a prize, winners represent that they are permitted, by applicable law, regulation, and their relevant employment policies, to accept the prize.

- 5. **Drawing Entry Period.** The Drawing begins on April 24, 2023 at 5:00 p.m. PT and ends on April 27, 2023 at 3:00 p.m. PT (the "Drawing Entry Period").
- 6. **Entry.** To enter the Drawing, eligible entrants must complete one of the following, depending upon the program:
 - (A) RSAC "Perks Pack." The RSAC Perks Pack, included with "Full Conference" pass types, includes a special coupon book. RSA attendees can enter this drawing by tearing out the coupon portion of the advertisement and bringing it to the Tenable booth. Each coupon collected will be worth one entry in the corresponding drawing.
 - (B) "Lightning Talks." Tenable subject matter exports will give short (approximately 10 minute) presentations in the Tenable booth during high-traffic booth periods. Each Lightning Talk attendee will receive (1) entry ticket for the corresponding drawing.
 - (C) Spot-the-Bot. To qualify for an entry in this drawing, an RSA attendee must post a photo, which includes Tenable's bot sticker, on a social media platform, tag an official Tenable account (Twitter: @TenableSecurity; LinkedIn: @Tenable; and Instagram: @lifeattenable), and use the #SpotTheBot hashtag.
- 7. **Winners.** The winners will be selected by randomly drawing a ticket from a bucket of all entry tickets during the Drawing Entry Period. Drawings will occur as follows for each program:
 - (A) RSAC "Perks Pack" drawings. Each coupon collected at the Tenable booth will go into a raffle to be randomly drawn on Wednesday, April 26th at 6 p.m. PT (when the show floor closes).
 - (B) "Lightning Talks" drawings. At the conclusion of each Lighting Talk, Tenable shall conduct a random drawing of entrants gathered at that Lightning Talk. Tenable will immediately announce the winning ticket. If the owner of the winning ticket is not present at the time of the drawing, another ticket will be drawn. This will happen until a ticket is drawn whose owner is present at Tenable's booth at the time of the drawing.
 - (C) Spot-the-Bot drawings. Tenable will conduct a random drawing of qualified entrants and select two winners each day.

If a potential winner did not comply with the Official Rules of this Drawing, their entry will be void and Tenable will perform another random drawing to select an alternate winner in his/her place. Eligible participants may win one prize per program, but may not win more than one prize per program.

- 8. **Prizes.** There will be different prizes for each program.
 - (A) RSAC "Perks Pack" prize. There will be one (1) Perks Pass prize, a \$1,000 gift card to Recreational Equipment, Inc., doing business as "REI".

- (B) "Lightning Talks" prizes. There will be one (1) winner per each of the 29 Lightning Talks, for a total of 29 prizes. At the end of the Lightning Talk, the speaker/presenter will draw one (1) winning ticket at random to win one (1) of a selection of prizes. To determine prize, the owner of the winning ticket will draw from a deck of cards where each card is labeled with one (1) prize. The prize listed on the card the winner pulls will be the prize they win. The available prizes are:
 - a. 4 x \$250 REI gift card
 - b. 10 x \$100 Amazon gift card
 - c. 4 x \$25 Starbucks gift card
 - d. 4 x Beats Studio headphones (valued at \$150 each)
 - e. 4 x Apple AirPods (valued at \$250 each)
 - f. 6 x Apple Watch SE (valued at \$280 each)
 - g. 4 x Tenable branded travel mug (valued at \$20)
- (C) Spot-the-Bot prizes. There will be a total of eight (8) \$50 Amazon gift cards awarded (two (2) per day for each of the four (4) days of the conference).

Tenable will notify the potential winners differently, depending upon the applicable program. For the (A) RSAC "Perks Pack" prize, we will notify the winner before 10 a.m. PT on April 27, 2023 and the winner must pick up their prize before 3 p.m. PT on April 27, 2023; for (B) "Lightning Talks," winners will be announced at the conclusion of each talk and the winner must be present at the time of drawing to select a prize; and for (C) Spot-the-Bot, Tenable will notify the winners before 10 a.m. on April 27, 2023 and the winner must pick up the prize before 3 p.m. PT on April 27, 2023. If a potential winner does not collect their prize in accordance with these terms, Tenable shall choose an alternate winner or the prize will be forfeit, at Tenable's discretion.

If legitimately claimed, the prize will be awarded. All taxes, social security payments or other fees (including those applicable in your jurisdiction of primary residence) and other expenses not specified in these Official Rules as being provided as part of the prize are the sole responsibility of the winners. Tenable will not replace and is not responsible for any lost, damaged, mutilated or stolen prize or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address or other contact information. No transfers, prize substitutions or cash redemptions will be made. Tenable reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability.

9. **General Conditions.** All federal, state and local laws apply. As a condition of entry, and by participating in and entering the Drawing, you agree to be bound by these Official Rules and the decisions of Tenable, which shall be final and binding in all respects, and to release, discharge and hold harmless Tenable, its parents, subsidiaries, affiliates, agencies, agents and representatives from any and all claims, charges, injuries, liability, losses and/or damages of any kind caused by, resulting from or arising out of your participation in the Drawing and/or

your acceptance, use, misuse, loss or misdirection of a prize. Failure to comply with these Official Rules may result in disqualification from this Drawing. Tenable's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Drawing-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Tenable's sole discretion. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Drawing is not capable of running as planned for any reason, Tenable reserves the right, in its sole discretion, to cancel, modify or suspend the Drawing and award the prizes based on entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Tenable.

- 10. Privacy. Each Entrant agrees to the use of personal information submitted when they enter as detailed in Tenable's Privacy Policy posted at: http://www.tenable.com/privacy-policy. Tenable collects personal information in order to conduct the Drawing. The Entrants' personal data may be used for the following purposes: (a) to contact potential winners; (b) in compliance with applicable laws, to send Entrants marketing communications, including via e-mail, about Tenable products and services; and (c) marketing purposes using the Entrant's tweet or submitted testimonial. You should direct any request to access, update or correct information to Tenable by emailing your request to <u>privacy@tenable.com</u>. By participating in the Drawing and accepting these Official Rules, you acknowledge and consent to the use of your data as set out above. By entering the Drawing (except where prohibited by law), you grant Tenable the irrevocable, free of charge, absolute right and permission to use, publish, post or display your name, generic job title, and generic employer category (e.g., International telecommunications company), for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide. If you provide permission, Tenable will also have the foregoing rights to use your specific employer and your specific job title.
- 11. **Disclaimer, Limitation of Liability and Disputes.** NOTHING IN THESE OFFICIAL RULES LIMITS, 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 TERMS AND CONDITIONS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE, TENABLE

EXCLUDES FROM THESE OFFICIAL RULES ALL CONDITIONS, WARRANTIES AND TERMS IMPLIED BY STATUTE, GENERAL LAW OR CUSTOM EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. YOU AGREE THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, BEYOND ANY NON-EXCLUDABLE GUARANTEES. IN NO EVENT SHALL THE SPONSOR BE LIABLE FOR ATTORNEY'S FEES.

EXCEPT WHERE PROHIBITED, AS A CONDITION OF PARTICIPATING IN THIS DRAWING, YOU AGREE THAT ANY AND ALL DISPUTES THAT CANNOT BE RESOLVED BETWEEN THE PARTICIPANT AND TENABLE, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS DRAWING, OR THE PRIZE AWARDED, OR THE DETERMINATION OF THE WINNER MUST BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED OR ENTITLED TO OBTAIN AWARDS FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (IF ANY), NOT TO EXCEED ONE-HUNDRED DOLLARS (USD \$100.00).

12. **Governing Law** This Drawing and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of Maryland, without giving effect to its conflicts of law or choice of law principles. Any legal actions, suits or proceedings related to this Drawing (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in the State of Maryland, and each participant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Drawing.