

The Splunkie Awards 2022 aka The Splunkies- Official Rules

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

THIS SPLUNKIE AWARDS AKA THE SPLUNKIES 2022 (THE "AWARDS PROGRAM") IS VOID WHERE PROHIBITED BY LAW. THIS AWARDS PROGRAM IS ONLY OPEN TO SPLUNK CUSTOMERS, DEVELOPERS, AND PARTNERS. ANYONE WHO IS AT LEAST 18 YEARS OLD MAY NOMINATE AN INDIVIDUAL TO BE CONSIDERED FOR AN AWARD IN THIS AWARDS PROGRAM; **AN INDIVIDUAL MAY ONLY WIN IF HE OR SHE IS AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY IN HIS OR HER JURISDICTION OF PRIMARY RESIDENCE AS OF THE START OF THE AWARDS PROGRAM PERIOD AND A LEGAL RESIDENT OF AUSTRALIA, CANADA (EXCLUDING QUEBEC), DENMARK, FINLAND, FRANCE, GERMANY, INDIA, IRELAND, ISRAEL, ITALY, JAPAN, MAINLAND CHINA (EXCLUDING HONG KONG AND MACAU), THE NETHERLANDS, NEW ZEALAND, NORWAY, PHILIPPINES, RUSSIA, SINGAPORE, SOUTH AFRICA, SWEDEN, SWITZERLAND, TAIWAN, THAILAND, THE UNITED KINGDOM OR ANY 1 OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA (EXCLUDING PUERTO RICO OR ANY OTHER U.S. TERRITORY, POSSESSION, OR OVERSEAS MILITARY INSTALLATION), (SUCH JURISDICTIONS ARE REFERRED TO IN THESE OFFICIAL RULES AS THE "TERRITORIES")**. See Section 3 of these Official Rules for full eligibility details.

EACH AWARD WINNER WILL BE REQUIRED TO PARTICIPATE IN THE AWARD FULFILLMENT PROCESS AND SIGN DOCUMENTATION AS REQUIRED BY SPONSOR. SPONSOR MAY REQUIRE THE NOMINATOR OF AN AWARD WINNER TO COOPERATE WITH SPONSOR DURING THE AWARD FULFILLMENT PROCESS AND EACH NOMINATOR AGREES TO COOPERATE AS REQUESTED.

THESE OFFICIAL RULES ARE A CONTRACT, SO READ THEM CAREFULLY. THIS CONTRACT INCLUDES PROVISIONS REQUIRING A NOMINATOR AND WINNER ("YOU") TO COMPENSATE SPONSOR (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

Award recipients will be mentioned by name via Splunk.Tv a week prior to Splunk's 2022 Annual Worldwide Users Conference - .conf[®]22 and via Splunk Blogs.

1. OVERVIEW. The Awards Program is sponsored by Splunk Inc. ("Sponsor"), and begins at 12:01:00 a.m. Pacific Time ("PT") on **April 4th, 2022 and ends at 11:59:00 p.m. PT on May 6th, 2022** (the "Awards Program Period"). The Awards Program is a nomination-based program where eligible nominees will be placed in 1 of 7 categories (see below for categories) and judged by a panel of qualified judges using the criteria applicable to the Category (defined below) in which they

are placed.

2. HOW TO NOMINATE. To nominate an individual in the Awards Program, you must visit <https://events.splunk.com/conf2022-Splunkie-Awards> (“Awards Program Site”) during the Awards Program Period and submit the following information for both you and the nominee: Full name, company, email address and telephone number and the following information about the nominee: the Category in which you are nominating the nominee and responses to five (5) Sponsor-provided questions about your nominee. All nomination responses must be truthful, accurate and non-offensive (as determined by Sponsor), must not reflect negatively on Sponsor or any Sponsor employees, must be suitable for a public forum and must be stated in the nominator’s own words. In addition, the nominator must have all requisite rights to nominate his/her nominee.

The categories are (each, a “Category”): Explorer, Data Heroes, Innovation, Developer, Community, and Ecosystem Award as more fully described below.

2022 Splunkie Award Categories

The Explorer Award

We want to recognize our data partners who have used Splunk to help them meet this moment in history. How did you rely on data to help you navigate the pandemic’s turbulent waters? What were your success stories while tapping into the power of data over the course of the pandemic? And how are you relying on Splunk to help bring you into the future?

The Data Heroes Award

Have you had to overcome complex IT system designs or internal challenges to enable the Splunk platform to shine at your organization? Have you and your tech team wielded Splunk to resolve a significant business issue? Have you educated the business users at your company about the data analytics benefits of using Splunk software? Then this is the award for you.

The Innovation Award

Is your team on a mission to bring data — and Splunk — to every question, decision and action? Do you use Splunk to help make the world a better place? Have you improved the lives of those around you by using Splunk in a creative way? Nominate in this category if you or someone you know is using Splunk for social or environmental causes that have great impact on your community.

The Developer Award

Are you a guru-level developer or part of an amazing developer team? Do you know a user who has expanded the capabilities of Splunk software using the Splunk SDKs, REST APIs or other tools? Submit your nomination for the Developer Award.

The Community Award

Calling all Splunk virtuosos! Do people flock to you online or in person with their Splunk needs? Have you inspired others to start using or making the most of Splunk software? Then you just might be the Splunk community champion we've been looking for.

The Ecosystem Award

Splunk has a rich ecosystem of partners that help deliver, extend and enrich every Splunk deployment. Nominate and share details about how you're working with any Splunk partner(s) to recognize their contribution to your Splunk implementation. You can nominate individuals or organizations in this category.

Although the nominator selects the Category for his or her nominee, Sponsor reserves the right to consider that nominee for a different Category at Sponsor's sole discretion. NOTE: You may nominate yourself. The same nominator may not nominate the same nominee more than once.

Nominations must be submitted during the Awards Program Period at the Awards Program Site and in strict accordance with Sponsor's instructions and restrictions and these Official Rules. A person may not pay or otherwise improperly influence (as determined by Sponsor) a third party to submit a nomination. The Awards Program Site's server will be the official timekeeper for this Awards Program. Only nominations that are recorded by the Awards Program Site during the Awards Program Period will be considered.

Each nominator should review all personal information entered for accuracy purposes and make all corrections necessary to inaccurate data before submitting his/her nomination. Other proof of submitting or attempting to submit a nomination (such as, without limitation, a printed, saved or copied automated receipt confirming nomination or a "thanks for nominating" screen or message) does not constitute proof of actual receipt of the nomination for purposes of this Awards Program.

Nominations that do not abide by these Official Rules, the instructions of Sponsor and provide all required information will be disqualified in Sponsor's sole discretion. Nominations will not be acknowledged or returned. Nominations that are forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Nominations originating at any web site other than as set forth specifically above, including, without limitation, through commercial promotion subscription notification or entering services, will be declared invalid and disqualified for this Awards Program. Sponsor may keep all nomination information for up to 5 years after completion of the Awards Program for business management and record keeping purposes. **NOMINATIONS WILL NOT BE ACKNOWLEDGED OR RETURNED AND MAY BE DESTROYED. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF YOUR NOMINATION. ANY NOMINATION THAT DOES NOT CONFORM TO**

THE REQUIREMENTS IN THESE OFFICIAL RULES WILL BE DEEMED INELIGIBLE IN SPONSOR'S SOLE DISCRETION.

3. **ELIGIBILITY:** ANYONE WHO IS AT LEAST 18 YEARS OLD MAY NOMINATE AN INDIVIDUAL TO BE CONSIDERED FOR AN AWARD IN THIS AWARDS PROGRAM; HOWEVER, **A NOMINEE MAY ONLY WIN IF HE OR SHE IS A SPONSOR CUSTOMER, PARTNER OR USER, IS AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY AND A LEGAL RESIDENT IN ONE OF THE TERRITORIES LISTED ABOVE.** The following entities and individuals are not eligible to win an award: Sponsor, its parent company(ies), divisions, affiliates, subsidiaries, advertising and public relations agencies or promotional partners associated with this Awards Program and the respective officers, directors, members, managers, employees, representatives, and agents of each of them (each, an "Awards Program Entity" and collectively, "Awards Program Entities"), and relatives of and those living in the same household as such individuals. For the purpose of this Awards Program, relatives are defined as spouse, partner, parent, legal guardian, in-law, grandparent, sibling, children and grandchildren. This Awards Program is void where prohibited by law.

4. **AWARD WINNER SELECTION & NOTIFICATION:** The judging criteria for each Category are Content/Presentation (50%), Creativity (30%) and Category Relevancy (20%). These criteria will be applied to each nominee by a panel of judges made up of Splunkers, taking into account the specific Category in which a nominee is placed (see Section 2 of these Official Rules for the Category descriptions). Winners will be announced in June once nominations close. There will be one (1) award per Category for a total of six (7) awards. In the event there is a tie among nominees in a Category, each tied nominee will win the applicable prize. In the event there are fewer nominees in a Category than there are awards available, Sponsor reserves the right to award fewer awards in that Category or award those awards to more than one (1) award winners in a different Category. **NOMINATORS DO NOT WIN AWARDS.**

There is a limit of one (1) award per person in this Awards Program. Award winners will be announced during the award ceremony on Splunk.TV one week prior to the 2022 Splunk Worldwide Users conference ("conf22"). Each award winner may be required to complete, sign, have notarized (if applicable) and return to the address specified by Sponsor, without alteration and in the form presented by Sponsor, an affidavit of eligibility, declaration and/or liability/publicity release (unless prohibited by law) and tax forms (if applicable) in the timeframe specified by Sponsor or award may be forfeited. In the event of noncompliance with these requirements, the award may be forfeited and awarded to an alternate winner (time permitting and in Sponsor's sole discretion) based on the judges' scores. The affidavit of eligibility and liability/publicity release (if any) are subject to verification by Sponsor. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any.

Verified award winners will be announced during an awards ceremony on Splunk.TV one week prior to .conf22 and day 1 of .conf22 during the keynote. Award winners need not be present to win, but needs to accept.

5. **AWARDS:** Each award winner will receive the choice of a virtual .conf pass, \$150.00 USD, or an

in person .conf22 pass with ticket to the search party, \$1595.00 , a personalized trophy, and credit to the Splunk store, \$100 USD, electronically through the online Splunk Store (www.co-store.com/splunk). The approximate retail value ("ARV") of each award is \$300.00 USD for virtual or \$1695.00 USD for in person. Total ARV of all awards described in these Official Rules: US \$10,170.00 USD.

All award details not specified in these Official Rules will be determined in Sponsor's sole discretion. If legitimately claimed, the awards 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 award are the sole responsibility of the award winner.

Sponsor will not replace any lost, mutilated or stolen award or any award that is undeliverable or does not reach an award winner because of an incorrect or changed address or other contact information. No transfers, award substitutions or cash redemptions will be made. Sponsor reserves the right to substitute the stated award or portion thereof with another award or portion thereof of equal or greater value for any reason, including, without limitation, award unavailability. Award winners are strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the award. An award winner's employer or other corporate entity he/she may be affiliated with has no right to claim an award winner's award. If receiving an award from Sponsor in this Awards Program is not in compliance with an applicable corporate gift receiving or similar policy, Sponsor reserves the right to give the award to an alternate award recipient, in which case Sponsor will have no further obligation to the originally selected award recipient.

6. LIMITATION OF LIABILITY. 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, SPONSOR 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. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES.

EACH NOMINATOR AND NOMINEE AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE AWARDS PROGRAM ENTITIES FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDED OF THE AWARD, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY AWARD- OR AWARDS PROGRAM-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (HOWEVER, ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION, THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SPONSOR OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE

EXCLUDED BY LAW). EACH AWARD WINNER AGREES THAT THE AWARD 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 AWARD, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

7. ADDITIONAL DISCLAIMERS: To the extent permitted by the mandatory provisions of the applicable law, Awards Program Entities are not responsible and/or liable for any of the following, whether caused by an Awards Program Entity, a nominator or nominee or by human error (however, only if required by law in your jurisdiction, except to the extent that any of the following occur for reasons within Sponsor's reasonable control, where liability to the injured party cannot be excluded by law): nominations earned by illegitimate means (such as, without limitation, by an automated computer program) or nominations earned in excess of any stated limits; any lost, late, incomplete, illegible, mutilated, or misdirected email, mail, or Awards Program-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos or misprints in these Official Rules, in any Awards Program-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or nomination information. Awards Program Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in a person's email account to receive email messages.

Awards Program Entities are not responsible, and may disqualify a nominee, if his or her email address, telephone, or other contact information does not work or is changed without giving prior written notice to Sponsor. Awards Program Entities are not responsible for any changes or unavailability of any website that may interfere with the Awards Program or ability of a person to timely participate, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Awards Program.

Without limiting any other provision in these Official Rules, Awards Program Entities are not responsible or liable to any nominator or nominee or any person claiming through such nominator or nominee for failure to supply the awards or any part thereof in the event that any of the Awards Program activities or the Awards Program Entities' operations or activities are affected, as determined by Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state, provincial or local government authority, or any other cause, whether or not specifically mentioned above.

8. GENERAL RULES: **By nominating a nominee in the Awards Program (except where prohibited by**

law), each nominator grants the Awards Program Entities the irrevocable, sublicensable, free of charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, award information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Awards Program Entities' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and each nominator releases all Awards Program Entities from any and all liability related to such authorized uses. To the extent winner is other than the nominator, upon notification of winning, he/she/they shall sign a release form granting the license and rights outlined above to Splunk and shall participate in a Splunkie Awards video. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and each nominator waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Awards Program, including interpretation of these Official Rules and awarding of the awards. All nominators and nominees, as a condition of nomination, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Awards Program. Participants further agree to not damage or cause interruption of the Awards Program and/or prevent others from using the Awards Program. Sponsor reserves the right to restrict or void participation from any IP address if any suspicious nomination and/or participation are detected. Sponsor reserves the right, in its sole discretion, to void participation by any person who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Awards Program.

Sponsor'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 Awards Program-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. Participants waive any right to claim ambiguity in the Awards Program or these Official Rules. If Sponsor determines at any time in its sole discretion that an award winner or potential award winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that award winner or potential award winner, even if the disqualified award winner or potential award winner may have been notified or displayed or announced anywhere.

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 Awards Program is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Awards Program and

award the awards based on nominations received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains nominations by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any award, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law.

If a dispute cannot be resolved to Sponsor's satisfaction as to who submitted a nomination, the nomination will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE AWARDS PROGRAM VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

9. PRIVACY. Personal information supplied by a nominator is subject to the Sponsor's Privacy Policy located at <http://www.splunk.com/view/SP-CAAAAAG> and these supplemental Awards Program rules. By entering in this Awards Program, each participant gives their consent to the use of their personal information, including their name, address and other personal information by the Sponsor and its third-party service provider(s), for the purpose of administering this Awards Program and prize fulfillment, as detailed in Sponsor's privacy policy and complying with applicable laws, regulations and rules. The data provided by nominators (including, without limitation, nominee personal data) will be used for the following purposes: (a) contact potential award winners; and (b) if a nominator selects to receive additional information from Sponsor on the nomination form, to send additional information to that nominator. Nominators have a right of access to, modification and withdrawal of their personal data. They also have the right of opposition to the data collection, under certain circumstances. To exercise such right, they may write to Sponsor. The data controller is Sponsor. The recipient of the data is Sponsor. Unless otherwise advised, Sponsor may also use the information for promotional, marketing and publicity purposes. Nominators should direct any request to access, update or correct information to Sponsor. Please note that by participating in the Awards Program and accepting these Official Rules, you acknowledge and consent to the use of your data as set out above.

10. DISPUTES/GOVERNING LAW. Except where prohibited, any and all disputes that cannot be resolved between a nominator or nominee and any Awards Program Entity, claims and causes of action arising out of or connected with this Awards Program, or the award awarded, or the determination of an award winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a nominator or nominee be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the nominator's or nominee's (as applicable) actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10 USD), and each nominator and nominee further waives all rights to have damages multiplied or increased.

This Awards Program 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 California, without giving effect to its conflicts of law or choice of law principles or rules that would

cause the application of any other state's/province's/federal laws. Any legal actions, suits or proceedings related to this Awards Program (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in San Francisco County, San Francisco, California, and each nominator and nominee 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 Awards Program.

11. WINNER'S LIST/OFFICIAL RULES. To find out who won, send a legal-size, self-addressed, stamped envelope to: "The Splunkie Awards" or "The Splunkies" Program Winners, attn.: Marketing, 270 Brannan St. San Francisco, CA 94107. Requests must be received no later than three (3) months following the end of the Awards Program Period. For a copy of these Official Rules, print out these pages or send a legal-size, self-addressed, stamped envelope to: The Splunkie Awards Program Official Rules, attn.: Marketing, 270 Brannan St. San Francisco, CA 94107 prior to the end of the Awards Program Period. Only one (1) request of either type per outer envelope, mailed separately, will be fulfilled. Vermont residents may omit return postage with Official Rules requests. If applicable in your jurisdiction of residence, you may omit return postage with Winners List and Official Rules requests.

12. THE SPONSOR OF THIS AWARDS PROGRAM IS: Splunk Inc. 270 Brannan Street, San Francisco, CA 94107. In case of complaints or disputes send an email to Splunkieawards@splunk.com and you will receive an answer or a decision within 14 business days.