

# Docker State of Application Development

## Promotion

Sponsored by Docker, Inc. (“Sponsor”).

### OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING.

VOID WHERE PROHIBITED BY LAW.

#### **1. Eligibility:**

All entrants must be legal residents of the fifty (50) United States (excluding Puerto Rico) and the District of Columbia, Argentina, Australia, Austria, Belgium, Brazil, Bolivia, Canada (excluding Quebec), Chile, Colombia, Costa Rica, Denmark, Ecuador, Finland, France, Germany, Greece, Hungary, Ireland, Israel, Italy, Japan, Malaysia, Netherlands, New Zealand, Norway, Poland, Singapore, Slovakia, South Africa, Spain, Sweden, Switzerland, Turkey, United Arab Emirates, United Kingdom, and Uruguay, who are at least age eighteen (18) or older or are the legal age of majority in the jurisdiction in which they reside and capable of forming a binding contract with Sponsor on the date of their registration for the Promotion. Canadian residents must correctly answer a time-limited mathematical skill-testing question, if selected as winner, in order to claim the prize. Residents of Cuba, Iran, North Korea, Sudan and Syria, or any other country or territory that may, from time to time, become subject to U.S. export controls or designated as a country that is subject to a general prohibition on U.S. persons engaging in financial and/or export transactions; or persons on any restricted or prohibited party list maintained by the U.S. Departments of Commerce, State and the Treasury are not eligible to participate in the Promotion. Employees of Sponsor and its affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Promotion period, and their respective immediate family members and persons living in their same household, are also not eligible to participate in the Promotion. The Promotion is void where prohibited or restricted by law or regulation.

#### **2. Agreement to Official Rules:**

By participating, entrants agree to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this contest.

### **3. Timing:**

The contest begins on 20 October 2023 at 07:00 a.m. PST and ends 20 November 2023 at 11:59 pm PST (the "Survey Period").

### **4. How to Enter:**

- During the Survey Period, complete the Docker State of Application Development Survey.

### **5. Eligible Entry**

We will choose the winners randomly from those who complete the survey with meaningful answers.

### **6. Entries**

You may only enter once. Duplicate entries will be voided. You must provide all required information to be eligible to win. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded.

By entering in this Contest, you signify and agree that your Entry and any other materials submitted in connection with this Contest may be posted on Sponsor's website and/or other social media sites or applications associated with the Contest in a manner that is consistent with these Official Rules.

### **7. Winner Selection:**

Winners will be randomly chosen from the completed, valid completed surveys. Odds of winning are dependent upon number of completed surveys received. Notified by 15 December 2023.

Winners must claim all Prizes by 31 January 2024 at 5:00 PM PST .

### **8. Winner Requirements:**

By participating in the contest, each entrant agrees and consents that Sponsor and its designees may use the contents of entrant's survey responses for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Each entrant will indemnify Sponsor against all claims, damages, liabilities, and expenses (including reasonable attorney fees and legal expenses) arising out of any breach of

these terms.

**9. Prizes:** There will be one (1) prize awarded (each a “Prize”) per Winner (“Winner”). Prizes will consist of the following or the cash equivalent based on regional requirements:

- 1 Laptop Computer (Apple M2 16”)
- 3 Legos kits — Choose from Ferrari™ Daytona SP3, the HulkBuster™ or The Lord of the Rings: Rivendell
- 2 Consoles — Choose from a Playstation 5, Xbox Series X, or Nintendo Switch OLED.
- 2 \$300 Amazon.com gift cards
- 20 Docker swag sets

Prize will be awarded “as is” with no warranty or guarantee, either express or implied by Sponsors. Prize is subject to certain terms and conditions as specified by issuer.

Estimated Retail Value (“ERV”) of all Prizes is seven thousand two hundred (\$8000). Actual Retail Value (“ARV”) of Prize may vary. Any difference between ERV and ARV will not be awarded. For any Prize with an ARV of six hundred dollars (\$600) or greater, Sponsors will furnish an Internal Revenue Service Form 1099 to a US Winner for the ARV of Prize for the year in which Prize was won.

All details of Prizes will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsors’ sole discretion.

**10. General Conditions:**

Sponsor reserves the right to cancel, suspend and/or modify the giveaway, or any part of it, if any fraud, circumvention of the rules by one or more entrants, technical failures or any other factor impairs the integrity or proper functioning of the giveaway, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of the Official Rules of this or any other promotion.

**11. Limitations of Liability:**

Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or

programming associated with or utilized in the giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the giveaway; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the giveaway, the uploading or processing of entrants, or in any giveaway-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the giveaway or receipt or use or misuse of any prize (including any travel/activity related thereto). Sponsor is not responsible for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor is not responsible for any unauthorized third party use of any material associated with the giveaway. By participating in this giveaway and accepting a prize, each winner agrees that Sponsor and its affiliates, agents, prize suppliers and promotion agencies shall not be liable for any and all losses, damages, rights, claims, and actions of any kind in connection with the giveaway or resulting from the winner's participation in the giveaway, acceptance, possession, use, or misuse, of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, privacy or defamation.

## **12. Sponsor's Address**

Docker, Inc., 3790 El Camino Real #1052, Palo Alto, CA 94306.