

OFFICIAL RULES BY ENTERING THIS CONTEST, YOU ARE AGREEING TO ALL OF THESE TERMS AND CONDITIONS. THEY ARE A CONTRACT BETWEEN INFLUXDATA INC. AND YOU, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THESE TERMS INCLUDE A RELEASE FROM YOU, AND LIMITATIONS ON CERTAIN OF YOUR RIGHTS AND REMEDIES.

1. **ENTRY:** NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.
Contest begins April 24, 2023 at 12:01 am PT and closes May 25, 2023 at 05:00pm PT.
2. **SPONSOR:** InfluxData Inc. (“Sponsor” or “InfluxData”). InfluxData’s mailing address is 548 Market Street, PMB 77953, San Francisco, California 94104.
3. **HOW TO ENTER:** You can enter the contest as follows:
 - Contestants must complete all required fields in the entry form, including First Name, Last Name, Business Email, Company Name, Phone Number and schedule a qualified meeting with InfluxData in-person at Microsoft Build prior to May 25, 2023 at 05:00pm PT.
 - Contestants must meet eligibility requirements (see ELIGIBILITY below). Entries are limited to one per individual. Individuals submitting more than one entry will be disqualified.
4. **ELIGIBILITY:** The Contest is open only to individuals that are: (a) 21 years of age or older and at least the age of majority in your jurisdiction of residence at the time of entry, and (b) legal residents of one of the 50 United States and the District of Columbia (excluding residents of Puerto Rico, and all other U.S. territories and possessions). Employees of INFLUXDATA or any of its subsidiaries, affiliates or partners, including their immediate family and household members, are not eligible to participate in the Contest. Failure to meet the eligibility requirements may result in an entry being invalid and/or forfeiture of any prize. Sponsor’s decisions are final and binding. Use of any automated, robotic, or third party system to participate is prohibited and will result in disqualification.
5. **WINNER SELECTION:** Employees of InfluxData will choose the winners by random selection, after your completed meeting at Microsoft Build 2023. All decisions are final. The odds of winning depend on the total number of entries received.
6. **PRIZES:** 20 winners will be selected in the contest, each of whom will be awarded a prize consisting of one BTS or similar small Bluetooth speaker, provided that the winner schedules a “qualified” meeting with InfluxData by May 25, 2023 at 05:00pm PT and completes the meeting at Microsoft Build 2023. A qualified meeting is one that meets each of the following criteria: Contestant’s employer generates and retains time series data, has a need for a time series database, is actively evaluating solutions for their time series data, and is employed at a company/business that has time series data. The actual retail value of each speaker is US \$15. The total retail value of all prizes offered in this contest is US \$300.
7. **WINNER NOTIFICATION:** Winners will be notified via email after their meeting at Microsoft Build 2023. The inability to contact a winner within 7 days after notification may result in disqualification and selection of an alternate winner. Contestants may obtain a winner’s

list by requesting the same after closing of the Contest, by mail to InfluxData at its address specified above, marked Attention: "Marketing Team – Microsoft Build 2023 Contest."

8. **NOT ENDORSED BY TWITTER OR LINKEDIN:** This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter or LinkedIn. You understand that you are providing your information to the Sponsor and not to Twitter or LinkedIn. By participating in this Contest you agree to a complete release of each of Twitter and LinkedIn from any claims.
9. **WINNER REQUIREMENTS:** Winners may be required to execute and return a Certificate of Eligibility, Consent and General Release form (if deemed necessary) within 48 hours of notification. Non-compliance within this time period may result in disqualification and selection of an alternate winner.
10. **GENERAL CONDITIONS:**
 - **Use of Contest Information:** All entries become the property of the Sponsor. Sponsor reserves the right to use any and all information related to the contest, including submissions provided by the contestants, for editorial, marketing and any other purpose, unless prohibited by law.
 - **Conduct:** All contest participants agree to be bound by these Official Rules. Sponsor in its sole discretion, reserves the right to disqualify any person it finds to be tampering with the entry process, the operation of its website or is otherwise in violation of these Official Rules.
 - **Taxes:** The winner is responsible for applicable federal, state, and local taxes, including sales, income and any other taxes. Prizes are not transferable and cannot be substituted for cash. The cash value of each prize is approximately U.S. \$15. The prizes are subject to availability and are subject to change. The prizes may not be transferred or assigned. No substitutions (including for cash) are permitted, except Sponsor reserves the right to substitute prizes of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these Official Rules. Winners may be required to supply a social security number prior to the award of prize. Sponsor may file an IRS Form 1099 with the Internal Revenue Service for the fair market value of any prize.
 - **Privacy and Use of Contest Information:** Entrant information received by Sponsor in connection with this Contest will be collected and may be used in accordance with Sponsor's privacy policy, which can be found at <https://www.influxdata.com/legal/privacy-policy/>
 - **Governing Law:** These Official Rules and this Contest are governed by and controlled by the laws of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. This Contest is subject to all applicable laws. Void where prohibited.
 - **Limitation of Liability:** Sponsor and its subsidiaries, affiliates and promotional agencies, and their respective officers, directors, employees, representatives and agents, are not responsible for lost, damaged, illegible, incomplete or incorrect

entries, and shall have no liability for any damage, loss or liability to any person or property due in whole or in part, directly or indirectly, to the acceptance, possession, use or misuse of a prize or to participation in this Contest.

- Indemnity: Winner shall indemnify, defend and hold harmless the Released Entities from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) winner's participation in the Contest; (b) a breach or allegation which if true would constitute a breach, of any of winners representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.
- Disputes: Except where prohibited, participating entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Francisco County, CA. The parties consent to the jurisdiction of the state courts of California and the federal courts located with such state and county with respect to any action, dispute or other matter pertaining to or arising out of this Contest. 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 Contest, shall be governed by, and construed in accordance with, the laws of the state of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. ALL PARTICIPATING ENTRANTS AND PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS CONTEST WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.
- Release: BY ENTERING THE CONTEST, EACH ENTRANT RELEASES AND AGREES TO HOLD HARMLESS SPONSOR AND ITS SUBSIDIARIES, AFFILIATES AND PARTNERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I) ENTERING THE CONTEST; (II) ACCEPTANCE OR USE OF ANY PRIZE; AND (III)

OTHERWISE ARISING OUT OF OR RELATING TO THE CONTEST. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WINNER ACCEPTS ANY AND ALL RISKS, INCLUDING WITHOUT LIMITATION, RISKS OF INJURY, ILLNESS, DEATH AND PROPERTY DAMAGE.

- Cancellation: If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the prize using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR SOCIAL MEDIA PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE Contest IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT 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 the identity of a winner based on a Twitter or LinkedIn account, the winning entry will be declared by the authorized account holder of the Twitter or LinkedIn account at time of entry.