

Kuiper / NetApp – ZomB2B Adventure Terms of Entry

Kuiper Technology Ltd., ‘Escape the ZomB2Bs’ Adventure (hereafter referred to as the “Competition”) is promoted by Kuiper Technology Ltd., registered Unit 4, Leadford Way, Leaford Road, Kitts Green, Birmingham, B33 9TX (hereafter referred to as the “Promoter”).

Eligibility

1. The Competition is open to residents in the United Kingdom only, who have either been asked to enter the Competition or have seen an advert which invites them to enter the Competition, aged 18 years or over, excluding employees and their immediate families (defined as parents, siblings, children & spouse regardless of where they live) of NetApp (the campaign sponsor), their affiliated companies, their agents or anyone professionally connected with the Competition.
 - 1a. To register for the competition participants will be required to enter a valid business email address.
 - 1b. The Competition opens on 11/10/2021 at 00:01 and closes 05/07/2021 at 00:01 (the “Competition Period”). Any entries posted or submitted before or after the Competition Period will not be considered.
2. Any changes in the Participant's job, role, company (including a direct or indirect change in ownership of that company) or country may impact on the Participant's eligibility to continue to participate in the Competition.
3. Any Claims made by a Participant after they cease to be eligible under these Terms & Conditions shall be null and void and no Prizes shall be due or owing to any such Participant pursuant to this Competition.

Entry Process

4. In order to qualify for the Competition participants must enter their list of three ‘crucial’ items they collected to escape the ZomB2Bs. If they correctly identify all three items they will be entered into the prize draw. All participants will also receive as standard the Kuiper Goody Bag, which will be posted to the UK address entered.
5. Entrants can enter the Competition only once.
6. Incomplete, incorrect, or otherwise invalid entries will not be considered.
7. The Promoter reserves the right to verify the eligibility of all participants.
8. The Promoter reserves the right to disqualify any entries and remove them immediately if the Promoter considers such entries to be in bad faith, fraudulent, illegal or showing any illegal, immoral, lewd or disrespectful behaviour.
9. The Promoter reserves the right to exclude participants and withhold the prize for violation of any of these Terms and Conditions.
10. The decision of the Promoter is final and no correspondence will be entered into.
11. No responsibility can be accepted for any entries that are delayed, corrupted, damaged, incomplete or otherwise invalid or if entry was not possible due to technical difficulties.

Prizes

12. Across the Competition Period every participant that enters all three correct item guesses in their entry will receive a Kuiper Goody Bag. In addition, they will also be

entered into a prize draw to win one of 18 'top' prizes – 3 x retro sweet hampers, 5 x £20 Amazon vouchers and 10 x £10 Just Eat vouchers.

13. Goody bags and 'top' prizes will be shipped to the postal address on the entry form – prizes will be shipped no later than 12th November 2021.
14. There is no cash alternative to this prize. The prize is also non-transferable.
15. In the event of unforeseen circumstances, the Promoters reserve the right to offer an alternative prize of equal or greater value should the original prize become unavailable.
16. Prizes remain the sole property of the Participant and cannot be transferred (in whole or in part), to any other Participant. Prizes may not be bartered or sold or combined or exchanged with any other promotion.
17. Due to the current situation surrounding COVID-19, there may be a delay sending out the prizes to the winner. The Promoters will work to provide the prizes within a reasonable time period, but by accepting these terms and conditions participants confirm they understand that this could be delayed.

Winner selection

18. Across the Competition Period every participant that enters all three correct item guesses in their entry will receive a Kuiper Goody Bag.
19. The winners of the top 18 prizes will be selected at random from the entrants who correctly guessed all three 'items' crucial to their Escape from the ZomB2Bs interactive PDF.
20. If it transpires a winner has not met the eligibility criteria, a new winner will be selected from the remaining eligible qualifying entries.

Privacy and Data Protection

21. Any personal data relating to participants will be used in accordance with all relevant Data Protection legislation (including the EU General Data Regulation) and will only be disclosed to third parties to fulfil requirements of the Competition and further promotion.

Licences

22. By participating in this Competition, the winners agree to participate in any reasonable marketing and promotional activities required by the Promoter.
23. By participating in this Competition, the participants agree to give Kuiper Technology Ltd, its affiliates and trusted third parties, a non-exclusive licence to use the participants entry and photographs for marketing and advertising purposes.

Termination or Changes to the Competition

24. The Promoter reserves the right to cancel the Competition or amend these Terms and Conditions at any time without prior notice.

Responsibilities

25. Kuiper Technology Ltd. and its agents, sub-contractors and distributors shall not be liable or responsible where the performance or prompt performance of its obligations is prevented or affected by any event beyond its reasonable control including, but not

limited to, acts or omissions of Participants, third parties, industrial disputes, hostilities, political unrest, internet problems, telecommunications problems, computer problems or natural disasters.

26. Kuiper Technology Ltd. and its agents, sub-contractors and distributors shall not be liable or responsible for any consequential, indirect and/or special losses or damages that may be suffered or incurred in relation to the Competition and/or these Terms & Conditions.

Proprietary Rights to Content

27. The design and content of the 'Escape the Zomb2Bs' adventure PDF and any related materials, services and software (including but not limited to text, sound, photographs, graphics or other material continued in any Competition communications, advertisements or messages, whether by Kuiper Technology Ltd, NetApp or advertisers or partners are protected by copyrights, trademarks, service marks, patents and/or other intellectual property rights and laws and are owned by Kuiper Technology Ltd and their use is permitted only as expressly authorised in writing by Kuiper Technology Ltd or as required by law.

Severability

28. Should one or more provisions of these Terms and Conditions be or become wholly or partly ineffective this shall not affect the validity of the remaining provisions. The wholly or partly ineffective provision shall be replaced by a provision that best meets the economic purpose of the invalid provision.

General

29. Kuiper Technology Ltd shall be entitled to have an agent or contractor carry out all or part of the Competition process on its behalf.
30. Kuiper Technology Ltd reserves the right, subject to applicable laws, to disclose to relevant third parties information that Participants have provided, or information that Kuiper Technology Ltd has obtained regarding Participants' account:
 - (a) to agents of Kuiper Technology Ltd or its group companies and/or affiliates, including but not limited to independent auditors, consultants or attorneys, sub-contractors and those working for or on behalf of Kuiper Technology Ltd;
 - (b) in order to comply with any applicable law, government authority or court orders or requests;
 - (c) to facilitate the administration, monitoring and implementation of the Competition;
 - (d) for the internal purposes of Kuiper Technology Ltd business (including but not limited to assessing and monitoring the Competition and the way and manner in which Participants participate in the Competition and identifying or detecting any misuse of the Competition or breaches of its terms and conditions).
31. No purchase is necessary to enter this competition.