

## **VIAVI SOLUTIONS DEUTSCHLAND GMBH**

### **Official Rules of the Promotional Competition**

1) Description of Promotional Competition – VIAVI SOLUTIONS DEUTSCHLAND GMBH (“VIAVI Solutions”) is offering the chance to win a promotional package with giveaways through a prize draw, based on a random selection from all eligible entrants in the competition (the “Promotion”). The Promotion will begin on 27th September 2021 and run until 30<sup>th</sup> of October 2021.

2) Eligibility - Promotion is open to all resident employees who work in telecommunications and are based in Germany, Switzerland, Austria. Employees, officers, contractors and other representatives (and members of their immediate families and those living in the same household of each) of VIAVI Solutions, its subsidiaries or affiliated companies, advertising and promotion agencies and any company involved in the design, execution or production of the Promotion are not eligible.

3) How to Enter:

Submit your email address to subscribe to the monthly VIAVI Newsletter in German. Each person automatically receives one (1) entry. There is a limit of one (1) entry per person.

4) Prize(s) and conditions of entry - Five (5) Prize winners will be selected on November 1<sup>st</sup> 2021. Each prize shall be comprised of a package of giveaways with an approximate retail value (“ARV”) of EUR 135 (“Prize”). Odds of winning the Prize depend upon the number of eligible entries received, (i.e., if there are 1,000,000 entries received the odds of winning are 1 in 1,000,000). By participating in this Promotion, each and all entrants agree to be bound by these Official Rules. Drawing will be conducted on November 1<sup>st</sup> 2021, with the winner being notified by phone and/or email within two (2) days of the drawing. All winners will also be required to send a copy of his/her passport, driver’s license or birth certificate or other appropriate documentation (acceptable by VIAVI Solutions) as proof of age and residency. Non-compliance with any of these requirements will result in disqualification, in which case an alternate winner will be chosen. All Prizes will be the property of the winning entrant who agrees not to sell, rent or otherwise dispose of the Prize whilst employed or contracted within the telecommunications contractor industry. The winning entrant shall additionally be responsible for and keep VIAVI Solutions indemnified against any and all liability and/or losses incurred by the winning entrant via the use or misuse of the Prize by the winning entrant and/or any 3rd party and/or through entrant’s participation in this Promotion. In the event of unavailability of the Prize, VIAVI Solutions reserves the right to substitute a prize of equal or greater value. If, for reasons beyond VIAVI Solutions’ control (including, but not limited to, tampering or computer virus infection), the Promotion is not capable of running as originally planned, VIAVI Solutions, at its sole discretion, reserves the right to cancel or modify the Promotion, without liability and to the extent feasible, will award the Prize among entries received prior to cancellation or modification. VIAVI Solutions is not responsible for lost, late, misdirected, entries or for Internet, computer hardware and software, phone, and other technical errors, malfunctions, and delays. Entries are void if they contain typographical or other errors. Entries, which are incomplete, inaccurate, forged, irregular in any way, or created by repetitive programming or are otherwise not in compliance with these Official Rules, are also void. Any person attempting to defraud or in any way tamper with this Promotion and any person who does not comply with these Official Rules, will be ineligible for Prize(s) and may be prosecuted to the full extent of the law. All entrants grant VIAVI Solutions, the right, except where prohibited by law, to use your any information supplied as part of your entry for advertising and promotional purposes in promoting or publicizing VIAVI Solutions and its products or services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state),

biographical information, or entry. VIAVI Solutions shall also have the right to publicize the identity of the company you are employed or contracted by and whose permission for the publication of such information you are responsible for obtaining as a condition of entry. All entrants release VIAVI Solutions and its partners, officers, directors, agents, employees and all entities associated with the development and execution of this Promotion from any and all liability with respect to and in any way arising from participating in this Promotion and any acceptance or use of any Prizes. Entrants also agree that VIAVI Solutions, its affiliates, partners, officers, directors, agents, employees and all entities associated with the development and execution of this Promotion are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the Promotion, the Entries and/or its Prizes. VIAVI Solutions is not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Promotion or downloading of information in connection with the Promotion. VIAVI Solutions reserves the right to modify or withdraw the Promotion at any time. Promotion registration data provided by entrants shall be processed in accordance with these Official Rules and any and all applicable data privacy laws operating in the country in which any personal data is processed. This Promotion shall be governed by and is subject to the laws of Germany with the courts of Stuttgart, Germany having exclusive jurisdiction to settle any disputes arising under the terms contained herein to the exclusion of its rules on conflicts of laws.

### **Processing your personal data**

Through this campaign VIAVI Solutions collect personal information of company representatives and processes these data in their CRM systems on grounds of legitimate interest to broaden their business base [in pursuit of Art.6 1. lit.f GDPR].

Your email address and telephone number are mandatory data, because they will be used to contact the winners of the prize draw. VIAVI Solutions will use these data also to contact you via email and/or telephone for marketing purpose on grounds of consent [in pursuit of Art.6 1. lit.a GDPR]. **By submitting the web form or returning the post card to VIAVI Solutions, you consent to such use. You can withdraw your consent at any time.**

The VIAVI Solutions Privacy Policy <https://www.viavisolutions.com/en-us/corporate/legal/privacy-policy> applies. It also provides information on how you can exercise your rights under GDPR.