

RingCentral, Inc. – Q2 Ignite Partner Promotion- Official Terms

PLEASE BE ADVISED THAT YOU HAVE NOT YET WON. NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

This **Q2 IGNITE! Partner Promotion** (the "Promotion") is sponsored (promoted) and administered by RingCentral, Inc., 20 Davis Dr. Belmont, CA 94002, ("RingCentral", "we", "us" and "our"). The Promotion is governed by these official rules ("Terms"). By participating in the Promotion, each Participant ("Participant", "you", "your") accepts and agrees to comply with these Terms, including without limitation all eligibility requirements, and understands that the results of the Promotion, as determined by RingCentral or its agents, are final in all respects.

1. **Promotion Period:** The Promotion begins at 12:01 AM GMT on April 1, 2021 ("Commencement") and ends at 11:59 PM GMT on June 30, 2021 ("Promotion Period"), or while supplies last. Upon the termination of the Promotion, pursuant to this section 1, Participants will no longer be eligible to submit Entries, Winners will no longer be chosen upon the elapse of the Promotion Period, and the Prize(s) will no longer be available nor provided to any Participant or other party to this Promotion.

2. **Definitions:** For the purpose of these Terms only, the following terms shall have the following meanings:

- a) **"Channel Partner"** means an active and valid partner in one of RingCentral's official partner programs.
- b) **"Channel Partner Agreement"** a valid, in-force agreement between RingCentral, Inc. and Channel Partner in connection to a RingCentral official partner program between RingCentral and the Channel Partner.
- c) **"Closed Deal"** means that prior to the elapse of the Promotion Period, Customer (as defined below) has activated their account and provided valid and approved payment information, as determined by RingCentral in its sole discretion.
- d) **"Customer"** means a new customer of the RingCentral service which: (1) has been directly and identifiably referred to RingCentral by Participant, as a Qualified Lead accepted under this Promotion; (2) is not an existing RingCentral customer; and (3) the new account must be activated during the Promotion Period.
- e) **"Qualified Leads"** means solely IGNITE Qualified Leads, as defined and determined by RingCentral in its sole discretion. Applicable only to RingCentral Office™ New Qualified Leads only, not applicable to Avaya Cloud Office™ Qualified Leads or Opportunities.
- f) **"Participant"** means any individual entering on behalf of a business, which: (1) meets the eligibility requirements set forth under Section 3 of this Promotion.
- g) **"Poly phone component"** means a purchased, refurbished, or rental phone or hardware that is Poly brand sold through RingCentral on net new IGNITE! Closed Deals.
- h) **"Sum of Poly phone sales"** means the revenue from Poly hardware purchased and revenue from the initial contract term on rental hardware on net new IGNITE! Closed Deals will be totaled for each individual of a partner company to determine winners.

3. Eligibility: To enter the Promotion, a Participant must be: (i) individual(s) entering on behalf of a business, (whether limited companies, partnerships or sole traders) registered in the United States, Canada (excluding Quebec; (ii) eighteen (18) years of age or older and at least the age of majority in your jurisdiction of residence with respect to individuals entering on behalf; (iii) the specific and enumerated Channel Partner, or an individual employed by a Channel Partner, which has been specifically and selected and marketed this Promotion, as determined by RingCentral in its sole discretion (iv) in good standing with RingCentral; (v) party (throughout the Promotion Period) to a Channel Partner Agreement; (vi) the Participant must be employed by Channel Partner specifically invited by RingCentral to participate in this Promotion; (vii) the Channel Partner must be IGNITE! certified; and (viii) a Participant who has completed and passed the IGNITE! Sales* certification. For the avoidance of doubt, if the Participant is not employed by a Channel Partner specifically invited by RingCentral to participate in this Promotion, Participant will not be eligible to receive the Prize under this Promotion. The parties agree and that these Official Rules and the Participant's participation in the Promotion shall not amend or otherwise affect the terms of the Channel Partner Agreement, which agreement shall continue in accordance with its terms. The following persons and entities are ineligible to participate in this Promotion: (i) Employees, officers, directors, agents and corporate affiliates of RingCentral, Inc., and its subsidiaries (collectively, "RingCentral Entities"); and (ii) the immediate family members and members of the same household as any RingCentral Entity. The Promotion is void outside of the United States, Canada, or where registration or bonding is required or where the Promotion would be limited or not permitted by law.

4. How to Enter. To obtain entry into the Promotion, Entrant must: (1) close a new IGNITE! deal which includes a Poly phone component in accordance with the Participant's applicable Channel Partner Agreement prior to the elapse of the Promotion Period ("Entry" or "Entries").

4.1 Entry Requirements: To be considered and counted as a valid Entry under this Promotion, the Entry must include: (i) account activation of a new IGNITE! Closed Deal including Poly phone component with RingCentral during the Promotion Period ("**Entry Requirements**"). Participant and Channel Partner agree that all Entry Requirements and the Entry's compliance therewith will be determined at RingCentral's sole discretion. RingCentral's decisions shall be final in regard to the Entry Requirements for any Participant's Entry and Participant agrees that Participant or Channel Partner will have no right to protest or appeal RingCentral's decisions regarding Entry Requirements.

4.1. Invalid Customers; Disputes: Existing RingCentral accounts ("**Invalid Customer(s)**") are not eligible to be valid Customers, and any Entry submission containing an Invalid Customer will be deemed invalid under these Terms and not be eligible to be counted towards a Prize. In the event of a dispute regarding which Participant submitted an Entry for a particular customer, RingCentral shall make the determination in its sole discretion. Any cancellations or returns within the parameters of RingCentral's standard customer agreements and policies regarding chargebacks, resulting in refunds of amounts received by RingCentral that are used in determining the validity of an Entry may be recalled or invalidated by RingCentral in its sole discretion. Use of any automated system to participate is prohibited and will result in disqualification.

4.2. RingCentral's Entry Responsibilities: RingCentral is not responsible for: (i) lost, late, delayed, damaged, unintelligible, illegible, misdirected, incomplete or garbled Entries; (ii) those who cannot access or complete the Entry; (iii) any issues associated with hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other technical problems; and/or (iv) delay, failure or malfunction of any kind relating to the Promotion. Incomplete or corrupted Entries are void and will not be accepted. To be eligible, Entries must be received prior to the end of the Promotion Period. The Promotion is free to enter

and no purchase is necessary.

5. Winners: Upon the elapse of Promotion Period, RingCentral will select sixteen (16) winners based upon which Entrant's Entries have accrued the largest sum of Poly phone sales during the Promotion Period, as determined by RingCentral, at its sole discretion (the "Winners"). The Winners will be selected from the largest sum of Polyphone sales to the least within the top 16 Winners, and the Winners will select the Prizes (as set forth in section 6) in said order.

5.1. Notice of Winning Entry. RingCentral will notify the Winners by the provided email address by July 16, 2021. Each Winner will have five (5) business days from the date and time the notification was sent to them to claim the prize by sending a reply to the email address or telephone number included in the notification. If RingCentral does not receive from the Winner (or later substitute Winner) a response within this timeframe, RingCentral reserves the right to disqualify the Winner and select a substitute Winner at its sole discretion. RingCentral is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Winners. RingCentral reserves the right to verify the identity and accuracy of submitted information of a winner and all relevant related parties prior to awarding a prize.

5.2 Winner's Responsibilities. The prizes do not include any costs and expenses relating to the prize or enjoyment of the prize not specified in these Official Rules. RingCentral is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), phone numbers, technical difficulties associated therewith, or a Winner's failure to adequately monitor any account. Should a Winner fail to promptly respond to RingCentral, RingCentral reserves the right to disqualify that Winner. If a selected Winner is deemed ineligible, for any reason, the Entry will be disqualified and an alternate Winner may be selected, in RingCentral's sole discretion. RingCentral is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Winners.

6. Prizes: Each Winner who is deemed eligible will receive their choice of one of the following "**Prize(s)**": (1) an SAMSUNG 55-inch Class FRAME (ARV of \$1,387.99) ("Prize 1"); or (2) Xbox Series X ("Prize 2")(ARV of \$499.99). Prizes are subject to availability, while supplies last. If Prize option 1 or 2 (as set forth above) supplies are exhausted during the term of the Promotion, Entrant will be awarded the remaining Prize option. The approximate total value for all prizes is \$20,000.00. The Prizes will be subject to the terms of each issuer. No substitution, assignment or transfer of the prizes is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. TAXES AND ANY OTHER COSTS, IF ANY, RELATED TO THE PRIZE ARE THE RESPONSIBILITY OF THE WINNER.

6.1 Prize Conditions. Prize will be awarded to qualifying individual at the Channel Partner company. Any prize awarded to a winner is in addition to other existing partner commission structures pursuant to the Channel Partner Agreement. No alternative gifts, cash equivalent, or other substitutions are permitted except as determined by RingCentral in its sole discretion. The Prizes cannot be transferred or assigned distinct to the eligible Participant and Channel Partner.

6.2. ALL PRIZES ARE PROVIDED "AS IS." RINGCENTRAL DISCLAIMS ALL GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Participants acknowledge that RingCentral and RingCentral Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in

law, relating to a prize or regarding the use, value or enjoyment of the prize.

6.3 Delivery of Prize: The Winner will provide reasonably requested cooperation necessary for making all necessary arrangements for delivery of the prize to winner's business within a reasonable time period to be specified by RingCentral. The Prizes do not include any costs and expenses relating to the prize or enjoyment of the prize not specified in these Terms. To deliver a prize, RingCentral may be required to provide certain information about the Participant to third parties, including but not limited to the Participant's name and address. Participant hereby authorizes RingCentral to provide any personal information about Participant to third parties to the extent necessary to deliver a Prize to the Participant.

6.4 Prize Responsibilities: Winners will be: (i) responsible for paying all costs and expenses related to the Prizes that are not specifically mentioned, including, but not limited to, taxes and fees, and any other expenses that might reasonably be incurred by the winners in receiving or using the prizes; and (ii) required to submit an identification number or taxpayer ID number to RingCentral in order to claim a prize. In order to claim a prize, each winner may also be required to complete an Affidavit of Eligibility/Release of Liability/Assignment of Rights/Publicity Releases (where legally permissible) and government approved tax form in the United States, as applicable, which must be executed and returned to RingCentral within seven (7) days of date printed on the notification provided by RingCentral, or that winner will forfeit their prize and another winner may be chosen at RingCentral's sole discretion.

7. Conditions of Participation: By entering this Promotion, you agree to be bound by these Terms and any decision RingCentral makes regarding this Promotion. RingCentral reserves the right in its sole discretion to disqualify any Participant or winner it finds to be tampering with the entry process or other factors which may cause unfair advantage in the Promotion or the operation of the RingCentral website; to be acting in violation of the Terms, RingCentral's Privacy Policy, RingCentral's Website Terms of Use or other service agreement(s); or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

8. Taxes: ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES, WHETHER LEVIED IN THE UNITED STATES OR ELSEWHERE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE PRIZE RECIPIENT. In order to claim Prize, Participants may be required to complete an affidavit or declaration of eligibility, liability and publicity release and tax form in the United States, as applicable. Such forms must be signed and returned to RingCentral within seven (7) days of date printed on the notification provided by RingCentral or your Prize may be voided in RingCentral's sole discretion. The value of the Prize may be treated as ordinary income to recipient for income tax purposes, and for the relevant year will be sent to the recipients if legally required. Incidental expenses and all other costs and expenses which are not specifically listed as part of a Prize in these Terms and which may be associated with the award or the acceptance, receipt and use of all or any portion of the awarded Prize are solely the responsibility of the respective recipient.

9. Winner List and Official Rules:

To obtain a copy of these Terms or names of the winners, send your request plus details of your address and a self-addressed, stamped envelope to:

RingCentral, Inc.
Attn: **Q2 Ignite Partner Promotion**
20 Davis Dr.
Belmont, CA 94002

United States

10. **Privacy Policy:** Personal information submitted for this Promotion will be subject to RingCentral's Privacy Policy, as amended from time to time, posted at: <https://www.ringcentral.com/legal/last-update-November-30-2018/privacy-notice.html>.

11. DISCLAIMER AND LIMIT OF LIABILITY:

12.1. TO THE FULLEST EXTENT PERMITTED BY LAW, RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, EACH PARTICIPANT AND/OR WINNER AGREES TO RELEASE AND HOLD HARMLESS RINGCENTRAL, RINGCENTRAL ENTITIES (AS DEFINED ABOVE), (COLLECTIVELY, THE “**RELEASED PARTIES**”) FROM ANY AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (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 PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR IN THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPANT’S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

11.2. IN NO EVENT SHALL RINGCENTRAL BE LIABLE TO ANY PARTICIPANT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. RINGCENTRAL’S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE CASH VALUE OF THE PRIZES. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES.

11.3. The limitations specified in this section will survive and apply in any and all circumstances. Nothing in these Terms limits or excludes liability for:

- (i) death or personal injury caused by negligence;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability which cannot be limited or excluded by applicable law.

12. **Indemnification:** By entering the Promotion, each Participant (on behalf of Participant and Participant’s successors, administrators and affiliates) agrees to indemnify, release and hold harmless RingCentral and its partners, affiliates and subsidiary companies, administrator, advertising and promotional agencies, and all their respective officers, directors, employees, representatives and agents

from any liability, damages, causes of action, threats, losses, injury, actual, incidental or consequential claims and demands whatsoever in law or equity, including all costs and legal fees, resulting in whole or in part, directly or indirectly, from that Participant's participation in the Promotion, taxes owed and due by the Participant in connection with the Promotion, breach of the prior-approval warranty, and the acceptance, use or misuse of any prize that may be won.

13. Choice of Law; Disputes: This Promotion and these Terms shall be governed by and interpreted in accordance with the following laws for the following Participants:

- For Participants in the United States and Canada: California law, and you submit to the exclusive jurisdiction and venue of the courts of San Mateo County, California.

Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Contest and in no event shall Participant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will an Participant be permitted to obtain awards for and participants hereby waive all right to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

14. No Affiliation with Third Parties: This Promotion is sponsored and administered exclusively by RingCentral and is in no way sponsored, endorsed, administered by or associated with Microsoft®, Samsung®, or any third party.

15. Intellectual Property: This document contains the trademarks and service marks of RingCentral and third parties. Such trademarks and service marks are the sole and exclusive property of their respective owners. The use of certain products and services as prizes does not imply participation in, or approval of, this Promotion by their respective companies.

16. Severability: If any provision of these Terms is deemed to violate any law, rule or regulation, it shall be amended to conform to such law, rule or regulation and all other provisions shall remain in full force and effect.

17. Sponsor: RingCentral, Inc. 20 Davis Dr. Belmont, CA 94002

18. Publicity. By participating, each Participant grants RingCentral permission to use their name, company logo and trademarks, likeness or comments for publicity purposes in regard to the Promotion without payment of additional consideration, except where prohibited by law.

18. General. Any and all decisions related to the Promotion, these Terms, Promotion administration, verification and the like will be supervised by RingCentral, whose decisions are absolute, final and binding on all Participants. To the fullest extent permitted by applicable law, RingCentral reserves the right in its sole and absolute discretion to terminate (and not award any prizes to any Participant), cancel or modify the Promotion at any time for any reason, without notice or to disqualify any Participant at any time for any reason without notice in its sole judgment, including if, in RingCentral's sole and reasonable judgment, it determines that the integrity or fairness of the Promotion has been, or could be, compromised or that the Promotion is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention (hacking), fraud, technical failures, force majeure or any other cause.

18.1. RingCentral and the RingCentral Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Terms. All information provided by Participant for the Promotion is provided solely to RingCentral for RingCentral's benefit and is not provided to any other entity.

18.2. Nothing in these Terms is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner or joint venture. Neither party may incur any expense or negotiate on behalf of any other party or commit the other party in any way to any person without that other party's consent.

18.3 These General Terms and Conditions are not intended to and shall not confer any benefit on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.