

RingCentral Channel Partner Sales Incentive Promotion Terms

PLEASE BE ADVISED THAT YOU HAVE NOT YET WON. NO PURCHASE NECESSARY TO PARTICIPATE AS AN ENTRANT. VOID WHERE PROHIBITED.

This Channel Partner Incentive Promotion (the "**Promotion**") is sponsored (promoted) and administered by RingCentral, Inc., located at 20 Davis Drive, Belmont, CA 94002, United States ("**RingCentral**", "**we**", "**us**" and "**our**"). The Promotion is governed by these official rules ("**Terms**"). By participating in the Promotion, each entrant ("**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.

Promotion Period

The Promotion runs from 9:00 AM Pacific Time ("**PT**") on July 1, 2018 to 11:59 PM PT on September 30, 2018 (the "**Promotion Period**"). Entries received outside of the Promotion Period will not be accepted.

Eligibility

To enter the Promotion you must be: (i) a business (whether limited companies, partnerships or sole traders) registered in the United States, Canada (excluding Quebec) or United Kingdom; (ii) with respect to individuals entering on behalf of a business, eighteen (18) years of age or older and at least the age of majority in your jurisdiction of residence; and (iii) an active and valid partner in one of RingCentral's official partner programs, in good standing with RingCentral, and party (throughout the Promotion Period) to a valid, in-force agreement with RingCentral in connection with such partner program (the "**Channel Partner Agreement**").

The parties agree and that these Terms 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.

Individuals entering on behalf of a business hereby warrant that they have the capacity and authority to enter into the Promotion, agree to these Terms, and contract on behalf of, such business. Prize will be awarded to Partner Company and an Officer of that Partner Company will be responsible to designate a recipient(s).

The following persons and entities are ineligible to participate in this Promotion:

- Employees, officers, directors, agents and corporate affiliates of RingCentral, Inc., and its subsidiaries (collectively, "**RingCentral Entities**"); and
- The immediate family members and members of the same household as any RingCentral Entity.

The Promotion is void outside of the United States, Canada, and the United Kingdom or where registration or bonding is required or where the Promotion would be limited or not permitted by law.

How to Participate

During the Promotion Period, new customer sales and upsells concluded in accordance with the Channel Partner Agreement will qualify the Participant for raffle tickets, as follows:

For every US\$750 (or equivalent in local currency, calculated at an exchange rate RingCentral reasonably determines) of new, incremental, additional MRR paid by new Customers who activated service during the Promotion Period (for clarity, this does not include any Customers who were subject to a contract or who subscribed to any RingCentral services prior to the Promotion Period), Participant will be awarded one (1) raffle ticket. To be considered an eligible sale for purposes of this Promotion, the new Customer must agree to a minimum two-year contract. The total new, incremental, additional MRR paid by Customers during the Promotion Period (and, consequently, the number of raffle tickets to be allocated to the Participant (if any)) shall be determined by RingCentral following expiration of the Promotion Period.

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 calculating MRR may be deducted by RingCentral, and any corresponding raffle tickets may be recalled or invalidated by RingCentral in its sole discretion.

In the event of a dispute regarding which Participant signed up a Customer, RingCentral shall make the determination in its sole discretion.

The Promotion is free to enter and no purchase is necessary.

For the purpose of these Terms only, the following terms shall have the following meanings:

- **“Administrative Fees”** means any administrative and restocking fees, and the like separately charged by RingCentral to a Customer;
- **“Customer”** means a customer of the RingCentral service which has been directly and identifiably referred to RingCentral by Participant, which customer is subsequently approved by RingCentral in accordance with the Channel Partner Agreement, and becomes a paying customer of RingCentral;
- **“MRR”** means the total amount of monthly-recurring subscription revenue actually paid by a Customer to RingCentral in respect of the applicable month of receiving the RingCentral service. MRR does not include One-Time Charges, Taxes or Administrative Fees;
- **“One-Time Charges”** means any non-recurring charges billed to a Customer, including but not limited to charges for a toll-free (freephone) number, phone and other equipment or hardware, shipping and similar one-off charges; and

Winners

Following expiry of the Promotion Period, RingCentral shall determine the number of raffle tickets earned by each Participant (if any). From the total raffle tickets earned by all Participants, RingCentral shall, by random drawing, determine the winner of each of the five (5) prizes (as detailed below). A drawing shall occur once in respect of each prize (with five (5) drawings in total) starting with a drawing for Prize E, then a drawing for Prize D, then a drawing for Prize C, then a drawing for Prize B and finally a drawing for Prize A. Odds of winning depend on the total number of Participants taking part in the Promotion and the total number of raffle tickets won by each Participant. Canadian participants may be required to answer a multi-part math question to be deemed a winner.

Once the winner has been selected from the random drawing in respect of a prize, the raffle tickets attributable to such winner shall be removed prior to the random drawings in respect of the remaining prize(s).

RingCentral shall undertake the random draw for each prize on or about 22 October 2018, in the presence of at least one (1) independent person who will oversee the drawing. If a customer removes or downgrades the service which resulted in the award of a raffle ticket within ninety (90) days between the date of the raffle and delivery date, the awardee's prize will be forfeited.

Winners will be notified by e-mail within ten (10) business days after the date of drawing. 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.

Prizes

There are five (5) prizes to be won in total (and consequently five (5) winners in total). A Participant is only eligible to win one (1) prize and the affiliates and group companies of any winner shall not be eligible to win a second prize.

Subject to these Terms, each winner shall receive one (1) of five (5) available prizes (as determined in accordance with the 'Winners' section above):

- **Prize A:** 9 day South African Safari for two Includes flights, accommodations, and meals.
- **Prize B:** Golf for 4 at Pebble Beach includes flights, accommodations, & golf at 3 Pebble Beach courses
- **Prize C:** 7 days in France (Paris and Normandy) includes flights, hotel, tours, and \$300 stipend/day
- **Prize D:** 2018 Alfa Romeo Giulia Sport Sedan - 2 year lease and taxes not to exceed \$20K total
- **Prize E:** \$20,000 Cash

Winners will receive their prize within approximately ninety (90) days from the expiration of the Promotion Period on September 30, 2018.

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.

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

The prizes cannot be transferred or assigned and are personal to the winners. Prizes are awarded to the winner's business and not to the individual or employee submitting a winning entry on such business' behalf. Prize will be awarded to Partner Company and an Officer of that Partner Company will be responsible to designate a recipient(s).

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, including without limitation the following with respect to Prize A: expenses for road tax, vehicle registration, car insurance, fuel, parking, or car maintenance, unless otherwise specified to the winner in writing. Prior to taking possession of Prize A, winner may be required to present proof that all drivers are validly insured and hold all necessary licenses and permissions to drive the car.

RingCentral reserves the right to substitute a prize for another prize of equal value should the specified prize become unavailable for any reason (or any part of a prize to the extent divisible).

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.

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. Canadian Participants may be required to answer a multi-part math question before being named as a winner.

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 their social security 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 W-9 tax form (or the equivalent form in Canada or the United Kingdom, 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.

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.

Taxes: ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES, WHETHER LEVIED IN THE UNITED STATES, CANADA, THE UNITED KINGDOM 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 W-9 tax form (or the equivalent form in Canada or the United Kingdom, 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 an IRS Form 1099 or equivalent form 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.

Winner's List and Terms

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

RingCentral, Inc.
Attn: RingCentral Channel Partner Sales Incentive Promotion
20 Davis Drive
Belmont, CA 94002
United States

Vermont residents may omit return postage. Copies of Terms may also be viewed at https://go.ringcentral.com/rs/075-DTB-715/images/RingCentralChannelSalesIncentivePromotionTerms_Final_07.01.2018.pdf

Privacy Policy

Personal information submitted for this Promotion will be subject to RingCentral's Privacy Policy, as amended from time to time, posted at: for the United States and Canada, <http://www.ringcentral.com/legal/privacy-policy.html>, and at <https://www.ringcentral.co.uk/legal/privacy-notice.html> for the United Kingdom.

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.

Disclaimer and Limitation Of Liability

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), AND MASERATI OR ROLEX (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.

IN NO EVENT SHALL RINGCENTRAL BE LIABLE TO ANY ENTRANT 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.

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.

Indemnity

By entering the Promotion, each Participant (on behalf of entrant and entrant’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.

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.

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.

No Affiliation with Third Parties

This Promotion is promoted and administered exclusively by RingCentral and is no way sponsored, endorsed, administered by or associated with Maserati, Rolex or any other third party.

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.

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.

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 venturer. 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.

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.

Governing Law and Venue

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: the laws of the State of California, and the forum and venue for any dispute arising out of or relating to these Terms shall be in the city and county of San Francisco.
- For Participants in the United Kingdom: English law, and you submit to the exclusive jurisdiction and venue of the courts of England and Wales.

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.