

TEAM AVAYA JERSEY DRAWING OFFICIAL RULES

A complete copy of these rules can be obtained from Avaya Inc. (herein after “Avaya”) by sending a self-addressed, stamped envelope to Attention: Avaya Events - Avaya Inc. 2605 Meridian Parkway, Suite 200, Durham, NC 27713, or an Email: avayaevents@avaya.com. Avaya will conduct the **Team Avaya Jersey** Drawing (the “Drawing”) substantially as described in these rules, and by participating, each participant agrees as follows:

1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED and in Puerto Rico and all other U.S. Territories and Possessions. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.

2. Eligibility. The Drawing is open to participants that attend the Nathan Fa’avae Meet & Greet event on October 18, 2022, at 4:00 PM – 5:00 PM ET that are: (i) corporate level 45 or lower if contestant is an Avaya employee; (ii) legal U.S. residents and Washington D.C. (excluding residents of all other U.S. Territories and Possessions); and (iii) age 18 years or older at the time of the drawing. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Avaya’s decision which is final and binding in all matters related to this Drawing. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Drawing. The Prize Drawing will occur on October 18, 2022. The Prize Drawing will be conducted in accordance with the Official Rules set forth herein. The Prize Drawing will take place at 4:55 PM ET on September 26, 2022. The Avaya officiant conducting the drawing will be the official timekeeper of the Raffle.

4. How To Enter. Eligible Contestants will be entered into the Drawing by attending the Nathan Fa’avae Meet & Greet on October 18, 2022 from 4:00 PM – 5:00 PM ET (“Raffle Period”). Avaya will select one (1) Contestant in a random drawing from attendees of the Meet & Greet event during the Raffle Period. The winning entrant will be announced during the Meet & Greet event.

5. Prizes. A total of 1 prize will be awarded to one (1) winner who is randomly selected as described in Section 4. The prizes consist of a Team Avaya jersey (ARV: \$78.45 USD) autographed by Adventure Racing – Team Avaya member – Nathan Fa’avae. (There is no substitution, transfer, or cash equivalent for the Prizes, except that Avaya may at its sole discretion and to the extent permitted by law substitute the Prizes for one of comparable value. Winner must be present at the drawing.

6. Entry Conditions and Release. All information submitted online by participant is subject to, and will be treated in a manner consistent with, Avaya’s Privacy Policy accessible at: <https://www.avaya.com/en/privacy/website/>. By entering, each participant agrees to (a) comply with and be bound by these Official Rules and the decisions of Avaya, which are binding and final in all matters relating to this Drawing; (b) release and hold harmless Avaya Inc. and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers, and any other organization responsible for sponsoring, fulfilling and administering or promoting the Drawing, and each of their respective past and present officers, directors, employees, agents and representatives (collectively “Released Parties”) from and against any claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising

out of or related to a participants entry, creation of entry or submission of an entry, participation in the Drawing, acceptance or use or misuse of the Prizes and or the broadcast, exploitation or use of entry; and (c) indemnify, defend, and hold harmless Released Parties from and against any and all claims, expenses and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant’s participation in the Drawing and/or entrant’s acceptance, use, or non-use or the Prizes.

7. Publicity. Except where prohibited, participation in the Drawing constitutes winner’s consent to use by Avaya and its agent of winner’s name, likeness, photograph, and/or voice for promotional purposes in any media, worldwide, without further payment or consideration.

8. Taxes. All State, Local, Federal and/or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more will be issued an IRS Form 1099 to report their winnings.

9. General Conditions. Avaya reserves the right to cancel, suspend and/or modify the Drawing, or any part of it, if any fraud, technical failures or any other factor beyond Avaya’s reasonable control impairs the integrity or proper functioning of the Drawing, as determined by Avaya in its sole discretion. Avaya reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, should such an attempt be made, Drawing reserves the right to seek damages from any such person to the fullest extent permitted by law. Avaya’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Disputes. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Drawing, or any prizes awarded, shall be resolved exclusively in a federal or state court located in New York, NY; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Drawing, but in no event attorneys’ fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and unless otherwise prohibited by law the entrant hereby waives all rights 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Avaya in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.

12. MISCELLANEOUS: Avaya is not responsible for lost, late, incomplete, damaged, inaccurate, illegible, delayed, misdirected, undelivered, or garbled entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind

whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Drawing, including, without limitation, errors or difficulties which may occur in connection with the administration of the Drawing, the processing of entries, or the announcement of the prizes. Avaya is also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Drawing. Avaya is not responsible for injury or damage to any person's computer related to or resulting from participating in this Drawing or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Drawing or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Avaya, will be disqualified and the associated entry will be void. Should any portion of the Drawing be, in Avaya's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Avaya, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Avaya reserves the right at its sole discretion to suspend, modify or terminate the Drawing (or portion thereof) and, if terminated, at its discretion, select the potential winners from among all non-suspect, eligible entries received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE DRAWING PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, AVAYA RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.