

Keysight's Virtual 5G Innovations "Plant a Tree" Donation

Official Giveaway Rules

1. **Sponsor.** This giveaway is sponsored by Keysight Technologies, Inc., 1400 Fountaingrove Parkway, Santa Rosa, CA USA 95403 ("Keysight").
2. **Giveaway Period.** This giveaway begins on June 29, 2021 and runs through June 30, 2021 or while supplies last.
3. **Giveaway Description/Eligibility. No purchase necessary.** This promotion is only open to entrants aged 18 years or older (if in the United States: 19 years for Alabama and 21 years for Mississippi) at the time of submission. Government agencies and institutions (including public universities), and their employees, are not eligible to participate or receive prizes, nor are individuals who appear on the U.S. Government Department of Treasury's Specially Designated Nationals List or all lists designated by Department of Commerce, Bureau of Industry and Security ("BIS"). Employees of Keysight Technologies, Inc., its affiliates, subsidiaries, and Keysight business partners including sales, rental and solution partners, and agents, and immediate family members of each, are not eligible. This giveaway is void where prohibited by law.
4. **How to Enter.** Visit www.Keysight.com/en/events/europe-middleeast-africa-india/tradeshows/mobile-world-congress.html during the Giveaway Period and follow the instructions to complete and submit the giveaway form. All entries become the property of Keysight and will not be acknowledged or returned. Limit one entry per person. Keysight, in its sole, reasonable discretion, reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of this giveaway.
5. **Data Privacy.** By participating in this giveaway, you are providing Keysight with your personal data. For more information on how we use your personal data and the choices you have, please review Keysight's Privacy Statement which can be found at www.Keysight.com/go/privacy.
6. **Giveaway Description.** During the 2-day Virtual 5G Innovations event (June 29-30, 2021), for each survey completed, Keysight will donate \$1 to One Tree Planted – to plant one tree in the Amazon Rainforest. You can learn more about the project on [our event page](#). A tree certificate will be released on the same web page to express our gratitude for your contributions in July 2021.
7. **Taxes.** All federal, state and/or local income and other taxes and duties, if any, are the recipient's sole responsibility.
General Conditions. Entrants agree to abide by the terms of these official rules and by the decisions of Keysight, which are final and binding on all matters pertaining to this giveaway. This giveaway is governed by the laws of the State of California and the United States. All federal, state, and local laws and regulations apply. As a condition of entering this program, each entrant agrees that (a) under no circumstances will the entrant be entitled or permitted to obtain awards for, and the entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all right to have damages multiplied or otherwise increased, and in no event shall attorney's fees be recoverable by either party, and (b) any and all disputes, claims and causes of action arising out of or connected with the program or any prize awarded shall be resolved individually, without resort to any form of class action. Keysight takes no position on whether the entrant's acceptance of the giveaway is in compliance with entrant's employer's policies or other guidelines, rules, laws, or regulations to which the entrant may be subject. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY

DAMAGE ANY WEBSITE RELATED TO KEYSIGHT OR THE PROGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, KEYSIGHT RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

Entrant may be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release, and an IRS W-9 or W-8 form (i.e. Request for Taxpayer Identification Number and Certification) within 10 days of receipt of such documentation from Keysight. Failure to return all required documents in this time period may result in the disqualification of entrant for this Giveaway.

Keysight reserves the right to modify, suspend or terminate the program in the event that it becomes necessary due to circumstances beyond Keysight's control. In the event the program is terminated early, giveaways will be distributed to those eligible entries received at the time of termination.

8. **Limitation of Liability.** By entering, entrants (and the parent or legal guardian thereof if an entrant is deemed a minor in his/her state of residence) release, hold harmless and indemnify Keysight and its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents (collectively, "Released Parties") from and against any claims made by any entrants or any other third parties related in any way to the operation of this program, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this program or any related activity. Entrants (and the parent or legal guardian thereof if the entrant is deemed a minor in his/her state of residence) assumes all liability for any injury or damage caused or claimed to be caused, by participation in this program or acceptance, use or redemption of prize in connection with this Giveaway.
9. **Unseen Circumstances.** If for any reason the Internet portion of the giveaway is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, printing and typographical errors, or any other causes beyond the control of Keysight or its third-party providers that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, Keysight reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the giveaway, or to disqualify any individual who tampers with the entry process. Keysight assumes no responsibility for any error, omission, interruption, deletion, defect, printing and typographical errors, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access to, or alteration of, entries. Keysight is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or for failure of any mail (including FedEx, etc.) and e-mail or entry to be received by Keysight on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this giveaway.
10. **Submitted Content and Release.** Keysight does not guarantee any confidentiality with respect to any Content entrants submit through this promotion. "Content" includes the text, graphics, photos, sounds, music, videos, audiovisual combinations, and other materials entrants submit to Keysight through this promotion. The entrants submitting each entry affirm, represent, and warrant that they own all rights in the entry and its Content, and hereby grant Keysight and its corporate affiliates a perpetual, world-wide, royalty-free, transferrable, sublicensable license to the Content under any intellectual property rights protecting the Content, including patents and copyrights. The license includes the right to copy, distribute, make derivative

works, publicly display, make, have made, sell, offer for sale, import, and practice methods. Entrants shall be solely responsible for the Content and the consequences of submitting the Content to Keysight through this promotion, including that which may result from later publication of the Content by Keysight. Entrants further agree that Content submitted to Keysight does not contain any third party owned Content including copyrighted material, or material that is subject to other third-party proprietary rights.

By entering, entrant agrees, except where prohibited by law, to Keysight's use of their name, pictures/portraits, likeness and/or other voices in any advertising and publicity Keysight and its successors, assigns and licensees may conduct relating to the program in any media or format, whether now known or hereafter developed, including but not limited to the internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Keysight from any liability with respect thereto. To the extent such information qualifies as personal data, it will be processed as set forth in Keysight's Privacy Statement which can be found at www.Keysight.com/go/privacy, except that Keysight may disclose personal data publicly for the purposes of publicity associated with this promotion.

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Document Control Log:

Date	Author	Version	Change Description
August 1, 2014	Alexa Goltz	Rev. 1	Creation
October 12, 2018	Elizabeth Marquez	Rev. 2	GDPR Updates
April 1, 2020	Alexa Goltz	Rev. 3	Thompson Coburn and GDPR Updates
January 11, 2021	Marc Mayer	Rev. 4	Revised licensing language in Section 14
January 26, 2021	Alexa Goltz	Rev. 5	Updated to add "all lists designated by Department of Commerce, Bureau of Industry and Security "BIS" in Section 3.