

## 5G Superhero Contest

### Official Contest Rules

1. **Sponsor.** This promotion is sponsored by Keysight Technologies, Inc. 1400 Fountaingrove Parkway, Santa Rosa, CA USA 95403 ("Keysight").
2. **Promotion Period.** This promotion begins on [August 1, 2019 at 12:00 AM PST] and ends on [October 1, 2019 at 12:00 AM PST] ("Promotion Period"), before which all entries must be received.
3. **Promotion Description/Eligibility.** **No purchase necessary.** This promotion is limited to specific countries and is only open to entrants aged 18 years or older at the time of submission who are legal residents of, and physically located within Canada (excluding the Province of Quebec) or United States (excluding Arizona). 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. Employees of Keysight Technologies, Inc., its affiliates, and subsidiaries, Channel Partners and agents, and immediate family members of each, are not eligible. This promotion is void where prohibited by law.
4. **How to Enter.** Visit <https://connectlp.keysight.com/SuperheroesContest> during the Promotion Period and follow the instructions to complete and submit the entry form. All entries become the property of Keysight and will not be acknowledged or returned. By entering, the entrant hereby assigns to Keysight all IP rights, including copyrights. Multiple entries are permitted, however incomplete and/or incoherent entries are void and no mechanically reproduced, software-generated or other automated multiple entries are permitted. 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 promotion. All entrant information, including e-mail addresses, is subject Keysight's Privacy Statement which can be found at [www.Keysight.com/go/privacy](http://www.Keysight.com/go/privacy).
5. **Prize Description.** There will be 6 prize winners. The prize is
  - One copy of "Superman Battles Microwave Man!" (Action Comics #488 – 1978)The total approximate retail value of the prize is \$36 US (sum of entire prize pool). Keysight reserves the right to substitute a prize of equal or greater value in the event that the stated prize becomes unavailable.
6. **Taxes.** All federal, state and/or local income and other taxes and duties, if any, are the winner's sole responsibility.
7. **Odds of Winning.** The odds of winning this promotion depend on the number of eligible entries received.
8. **Winner Selection.** A panel of judges selected by Keysight will select the six best entries based on the criteria listed below. The decisions of the panel of judges are final and binding. Judging will take place on or about October 1, 2019.

Judging criteria:

- Originality
  - Creativity
  - 5G/Wireless Industry Relevance
9. **Winner Notification.** Any potential winner will be notified by mail, email and/or telephone. If a potential winner cannot be contacted, does not respond within fourteen days from the date that Keysight first tries to notify him/her, and/or the prize or prize notification is returned as undeliverable, such potential winner

forfeits all rights to win the promotion or receive the prize, and an alternate potential winner will be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the promotion, including without limitation, where permitted by law, the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared a "winner" of the promotion. Keysight assumes no responsibility for lost, late, or misdirected communications or any computer, online, telephone, or technical malfunctions that may occur. No substitution, transfer, or assignment of the prize is permitted, except that Keysight reserves the right to substitute a prize of equivalent value in the event the offered prize is unavailable.

10. **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 promotion. This promotion is governed by the laws of the State of California and the United States. All federal, state, and local laws and regulations apply. Acceptance of a prize constitutes permission for Keysight to use winners' names and likenesses for advertising and promotional purposes without additional compensation, unless prohibited by law. Keysight takes no position on whether the selected entrant's acceptance of the prize is in compliance with entrant's employer's policies or other guidelines, rules, laws, or regulations to which the selected entrant may be subject.
11. **Limitation of Liability.** By entering, entrants release and hold harmless Keysight and its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability or any injuries, loss, or damage of any kind arising from or in connection with this promotion or any prize won.
12. **Internet.** If for any reason the Internet portion of the promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, 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 promotion, and to disqualify any individual who tampers with the entry process. Keysight assumes no responsibility for any error, omission, interruption, deletion, defect, 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 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 promotion.
13. **Submitted Content.** 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 assign to Keysight sole ownership of all patent, trademark, trade secret, copyright or other proprietary rights in and to the entry and its Content. 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.
14. **Winners List.** For a list of winners, send an email to karen\_hall@keysight.com. Requests received after November 1, 2019 will not be fulfilled.