

## Amplitude Coffee Chat Webinar Series Promotion

### OFFICIAL TERMS & CONDITIONS

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNAL TRADE PROMOTION ONLY. NOT OPEN TO THE GENERAL PUBLIC. YOUR PARTICIPATION IN THIS PROMOTION CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS & CONDITIONS.**

**Sponsor:** The Amplitude Coffee Chat Webinar Series (“**Promotion**”) is sponsored by **Amplitude, Inc., 201 Third Street, Suite 200, San Francisco, CA 94103** (“**Sponsor**”). Promotional Item vendors are not sponsors of this Promotion.

**Promotion Period:** The Official Terms and Condition cover the Promotion to **November 14, 2022** 60 days post event (“**Promotion Period**”).

**Eligibility:** The Promotion is open only to Sponsor’s current and prospective customers who are legal residents of the United States, the District of Columbia, and Canada (excluding Quebec) are at least 18 years of age and have reached the age of majority in their jurisdiction of residence as of the date of entry (“**Participant(s)**”). Individuals or officials of any government entity are not eligible to participate or receive any prize, reward, Gift, Gift Card, donation, giveaway or other item of value (collectively “**Promotion Item(s)**”). The Promotion is subject to all applicable federal, state and local laws, rules and regulations and void where prohibited. Employees of Sponsor are not eligible to receive any Promotional Items, and Participant employer’s contractors, consultants, vendors, and employee family members are not eligible. Individuals who are not designated as employees of Sponsors such as, but not limited to, alternative workers, interns, externs, independent contractors are not eligible to receive Promotional Items. Failure to meet the eligibility guidelines will result in an entry being invalid and forfeiture of any Promotional Item.

**How to Enter Promotion and Promotional Item Details:** Participants may register for the Promotion by going to the link, email, text or other corresponding communication (“**Communication**”) provided by Sponsor or an authorized partner of Sponsor. Registration to the Promotion can be found here. Participants who register for and attend the Promotion will receive: a Food or Beverage gift card (approx. value \$10) (“**Gift Card**”) to be used to purchase coffee for the Participant to consume when attending the Promotion. Participants who attend and participate in the Promotion will be eligible to win one (1) uKeg Nitro Cold Brew Maker (Approx. Value \$219) (“**Gift**”) via a random drawing that will be conducted during or after the Promotion. In the case of a random drawing, Sponsor will notify the winning Participant within a reasonable amount of time after the winner has been identified. Limit one (1) registration, Gift Card and Gift per Participant. Odds of winning will depend on the number of valid entries received during the Promotion Period. Sponsor reserves the right to deny registration and/or not send Promotional Items to Participants who provide only a personal email address domain as Participant’s are required to provide a business or company email address before the Participant can register and participate in the Promotion as well as receive any Promotional Items. Entry must be made by the entrant and via the means described herein. You are not a winner until your entry has been verified and you have complied with these Terms and Conditions. In the event of a dispute, the authorized account holder of the e-mail address used to enter the Promotion will be deemed to be the entrant. The “authorized account holder” is the natural person who is assigned to an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Any prize details not specified herein will be determined by Sponsor in its sole discretion. Promotional Items are not transferable, assignable, or refundable and cannot be substituted for cash. Prizes must be accepted as awarded. However, Sponsor reserves the right to substitute the Promotional Item with another Promotional Item of equal or greater value should the advertised Promotional Item become unavailable for any reason. Participant hereby agrees to opt-in and provide Sponsor, or an authorized third party, with Participant’s necessary personally identifiable information from Participant in order to send the Promotional Item. Personal Information provided by the Participant in connection with the Promotion is subject to Sponsor’s Privacy Notice at <https://amplitude.com/privacy> (“**Amplitude’s Privacy Notice**”). Shipping delays may occur. Sponsor is not responsible for lost or stolen Promotional Items, and is not responsible for additional terms and conditions required by the vendor who is providing the Promotional Item. In the event that Sponsor is donating money or

Promotional Item to a charity, Sponsor reserves the right to donate to a charity other than the charity identified in the Communication.

**Conduct.** BY PARTICIPATING IN THIS PROMOTION, YOU: (A) FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND BY ALL DECISIONS OF SPONSOR (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE TERMS AND CONDITIONS; (B) REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH THE PROMOTION IS TRUE, ACCURATE AND COMPLETE; AND (C) AGREE TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. SPONSOR RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS PROMOTION OR ANY FUTURE SPONSOR PROMOTIONS, ANY INDIVIDUAL IT SUSPECTS: (A) TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE PROMOTION OR ANY WEBSITE; (B) TO BE ACTING IN VIOLATION OF THE TERMS AND CONDITIONS OR SPONSOR'S PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; (C) TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; (D) TO HAVE FAILED TO AGREE TO THESE TERMS AND CONDITIONS; OR (E) TO BE IN VIOLATION OF THESE TERMS AND CONDITIONS. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF THESE TERMS AND CONDITIONS AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

**Release, Limitation of Liability and Indemnification.** By participating in the Promotion, you agree to release, indemnify and hold harmless Sponsor, its parent, its subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "**Promotion Entities**") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors; (c) printing errors; (d) late or undelivered Communications; (e) errors in the administration of the Promotion; or (f) injury or damage to persons or property. You waive the right to claim any attorney's fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Participant agrees that in any cause of action, the Promotion Entities, and each of their respective officers, directors, employees, representatives, agents, shareholders, successors and assigns liability will be limited to the cost of entering and participating in the Promotion.

**Disputes.** Except where prohibited, entrant agrees that any and all disputes, actual or alleged claims, and causes of action at law or in equity, ("**Claims**") will be resolved individually, without resort to any form of class action. Claims arising out of or relating to this Promotion, including without limitation, the interpretation of the Terms and Conditions or any Promotional Item awarded will be resolved by applying the laws of California, without regard to conflict of laws. Claims will be solely and exclusively brought in the state or federal courts located in San Francisco, California.

**General Terms & Conditions:** If, for any reason, the Promotion is not capable of running as planned by reason of an insufficient number of eligible entries, damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, by reason of any acts of God, terrorist acts, earthquake, war, fire, flood, unusually severe weather, strikes or legal disputes (whether legal or illegal), industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine or otherwise affect the administration, security, fairness, integrity, viability or proper conduct of the Promotion, Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Promotion, and to select the prize winner from among the applicable eligible entries received up to the time of such cancellation, termination, modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any Participant who is found to be tampering with the process or the operation of the Promotion, to be acting in violation of these Terms and Conditions or to be acting in an abusive, unprofessional or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person. If any provision of these Terms and Conditions is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Terms and Conditions solely

for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Terms and Conditions or any provision thereof. . Sponsor or an authorized partner of Sponsor may contact you in accordance with Amplitude's Privacy Notice. In the event that the Promotion is co-sponsored by Sponsor and a third party, Sponsor may collect and share your personal information with the third party to contact you in accordance with Amplitude's Privacy Notice. Except where prohibited, each potential winner consents to the use of his/her name, voice, photograph and/or likeness for promotional purposes in any media without further payment or compensation, and may be required to provide a signed release acknowledging such consent. The agreement contained in these Terms and Conditions is governed by the laws of the State of California. In the event of any conflict between any details contained in these Terms and Conditions and details contained in any Promotion advertising materials, the details of the Promotion as set forth in these Terms and Conditions shall prevail.