

## **Terms and Conditions**

 Red Hat Asia-Pacific Pty. Ltd. ("Organiser") is running a public Red Hat session virtually for customers based in Australia and New Zealand on Friday, 11 December 2020 ("Virtual Session"). Individuals who register for the Virtual Session ("Registrants") may be eligible to receive either an Australian UberEats voucher (if based in Australia) or a New Zealand Deliver Easy voucher (if based in New Zealand) from the Organiser, pursuant to these Terms and Conditions.

## 2. Eligibility

To be eligible for a Voucher (defined below), Registrants:

- must be based in either Australia or New Zealand;
- must be at least 18 years of age;
- must not be an employee or contractor of the Organiser, the Organiser's affiliated companies, subsidiaries, advertising or promotional agencies, and other agents or the immediate family member of, and any person domiciled with, such employees and contractors; and
- must not be an employee of a government entity or a government linked entity, which
  has any open/pending requests for proposal (RFPs) with the Organiser and/or affiliates
  of the Organiser.

The Organiser reserves the right to disqualify any Registrant who does not meet all of the above eligibility criteria.

- 3. The first 25 Registrants who register for the Virtual Session will be provided with an UberEats voucher (worth AU\$25), or a Deliver Easy voucher (worth NZ\$25) by the Organiser (each a "Voucher"). The Voucher will be sent via email to the Registrants. The first 25 Registrants will be determined by the Organiser, in its sole and absolute discretion.
- 4. There is a limit of one Voucher per person in relation to each Registrant.
- 5. The Voucher is a gift from the Organiser and is not transferable or refundable. The Voucher cannot be exchanged for cash, credit or kind, in part or full.
- 6. The Voucher will be subject to the terms and conditions set out by Uber Eats or Deliver Easy, as applicable.
- 7. The Organiser is not responsible if a Voucher is lost, stolen, damaged or destroyed and no replacement will be provided in these circumstances.
- 8. The Organiser may amend these Terms and Conditions and/or terminate the Virtual Session or the Voucher promotion at any time, without prior notice.
- 9. By registering for the Virtual Session and/or accepting the Voucher, each Registrant agrees that no claim relating to any losses or injuries (including special, indirect and consequential losses) arising from the Virtual Session and/or the Registrant's acceptance or usage of the Voucher, including without limitation, personal injuries, death and property damage, shall be

- asserted against the Organiser, its parent companies, affiliates, directors, officers, employees or agents.
- 10. Registrants shall indemnify the Organiser against any losses, claims, demands, liabilities, costs and expenses for personal injury or death, loss, damage to property, breach of any obligations, warranty or representation, claims, fines and penalties, which may be imposed on or which the Organiser may suffer or incur or which may be made, instituted or asserted against the Organiser arising out of or by reason of negligent acts, omissions, fraud, willful misconduct, or a breach of obligations, covenants, representations or warranties by the Registrant in connection with the Virtual Session and/or the use of the Voucher.
- 11. By registering for the Virtual Session, the Registrants agree to the Red Hat privacy policy as stated on <a href="https://www.redhat.com/en/about/privacy-policy">https://www.redhat.com/en/about/privacy-policy</a>.
- 12. In the event of any dispute, the Organiser' decision is final and binding.
- 13. These Terms and Conditions shall be governed by the laws of New South Wales, Australia.