

JFROG SWEEPSTAKES FOR SWAMPUP2022: Sandbox Challenge

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE FOLLOWING SWEEPSTAKES IS OFFERED IN THE UNITED STATES AND UNDER THESE OFFICIAL RULES AND SHALL ONLY BE CONSTRUED, GOVERNED, AND EVALUATED ACCORDING TO THE LAWS OF THE UNITED STATES.

1. SWEEPSTAKES DESCRIPTION: These Official Rules apply for JFrog's contest for swampUP2022 ("Event") held on October 18 (NYC), 20 (London) and 24 (Munich), 2022, respectively ("Sweepstakes"). The sponsor of this Sweepstakes is JFrog ("Sponsor"). The Sweepstakes will be conducted by JFrog and promoted at [link](#). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes.

3. SWEEPSTAKES PERIOD: The respective Sweepstakes beginning and end times for the Event are listed herein (the "Sweepstakes Period"). The following Sweepstakes Period for the Event are as follows:

- (i) October 18 (NYC), 20 (London) and 24 (Munich), 2022, respectively, at 8:00 AM (PST) and ends at 8:00 PM (PST)

2. ELIGIBILITY: This Sweepstakes is open to U.S. residents only and entrants who are 21 years of age or older as of the start of the Entry Period. Persons in any of the following categories are not eligible to participate or win the prize(s) offered in this Sweepstakes: (a) persons who are employees or agents of JFrog, Inc. and/or its parent, direct and indirect subsidiaries and affiliates, their service agencies and independent contractors, or of Sponsor's participating advertising and promotion agencies, and prize suppliers; (b) persons who are or were engaged in the development, production, distribution of materials, prizes, or drawing of winners for this Sweepstakes; (c) persons who are immediate family (defined as spouse, parent, sibling or child, regardless of where they reside) of, or anyone who resides in the same household as, any person in either of the preceding categories; (d) residents of the province of Quebec, Canada, the country of Australia, Belgium, Brazil, China, Croatia, Denmark, Egypt, Italy, France, Germany, Hungary, Lebanon, Lithuania, Luxembourg, Mexico, Saudi Arabia, Thailand, Turkey, Romania, or any country under U.S. embargo during the Entry Period or at the time of drawing; (e) employees, officers, or officials of any government entity, including, but not limited to, any person acting in an official capacity for or on behalf of any national, state, provincial or local government, or any department or agency thereof; and (f) employees of any company that has a policy against and/or legally prohibits participation in the Program or the awarding of a prize/award to an employee. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law. JFrog reserves the right to verify the eligibility qualifications of any winner.

4. HOW TO ENTER: Enter the JFrog Sweepstakes during the Sweepstakes Period by the following:

- a. Participants must use a rake to comb through the sandbox on-site, looking for the toy garden snails
- b. Participants have 30 seconds each to find snails
- c. Participants must leave their Name, Email, Social Handle & Phone (Optional) with a JFrog staff member who will record their no. of snails and contact info
- d. Participant with most snails found in the time period will be declared winner
- e. In the case of a tie, a random drawing for a winner will take place

Each entrance during the Sweepstakes Period will constitute one (1) entry. Each entrant is limited to one (1) entry for each respective Sweepstakes. Entries must be received by Sponsor by the relevant ending times listed above to be entered in the Sweepstakes and to be eligible for the random drawing. Each entrant is responsible for determining the ending time per Sweepstakes as expressly stated herein and the corresponding time zone in their respective geographic location.

Your Entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain your name, address and other information for the purpose of fulfilling your prize if you are deemed a prize winner and for other uses by Sponsor as permitted by applicable law. Entries are the property of the Sponsor and will not be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, misaddressed, or otherwise misdirected Entries that are processed late or incorrectly or are lost due to computer or electronic malfunction or other error.

An entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth herein. All Entries must be posted by the end of the Sweepstakes Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

4. WINNER SELECTION: One (1) potential prize winner will be selected from among all eligible Entries received during any given Entry Period, for a total of (1) winner for the Event. The random drawing will occur as follows:

- (i) Winner Selected on Oct 19 (for NYC participants), 21 (for London participants) and 25 (for Munich participants), 2022 by 8:00 PM (PST).

All selections will be conducted by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.

5. NOTIFICATION OF WINNER: Winner will be notified via direct message/email/text after all entries are submitted as stated herein. Potential Winners must accept the prize by responding to JFrog's message within 48 hours of being notified via the announcement post to get the prize; otherwise the next eligible winner will be selected. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winners' failure to adequately monitor any email account (if applicable). If applicable, any winner notification not responded to or returned as undeliverable may result in prize forfeiture.

The potential winner will be required to sign and return an Affidavit of Eligibility/Liability and Publicity Release (collectively "the Prize Claim Documents") immediately following acceptance of the prize. If Sponsor is unable to reach a potential winner, if the winner's Affidavit of Eligibility/Liability and Publicity Release is not properly completed and returned to Sponsor immediately following acceptance of the prize, or if a potential prize winner is found not to have complied with these Official Rules in any way, the prize will be forfeited and an alternate winner will be selected. No substitution or transfer of a prize is permitted except by Sponsor.

5. PRIZES: The following prizes will be awarded in each random drawing:

One (1) Oculus Quest 2 VR Headset (approximate retail value or "ARV": \$500.00);

Only one prize per person will be awarded and such prize will only be electronically delivered to the prize winner. If applicable, gift card is subject to terms and conditions specified thereon. In no event will the Sponsor award more prizes than are provided for in these Official Rules. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. Winner is solely responsible for any local, provincial, state, federal or any other applicable taxes, and any other costs, expenses and fees connected with the prize. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner. All other expenses not specified herein are the responsibility of the winners.

6. CONDITIONS OF PARTICIPATION AND WINNING: By entering this Sweepstakes, entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. All taxes on the prizes are the sole responsibility of winners. Any winner of a prize valued at \$600 or more will be required to supply Sponsor with his/her social security number for tax purposes and will be issued an IRS 1099 Form for the value of the prize. Registration for the Sweepstakes and acceptance of a prize constitutes permission for, and a winner's consent to, Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. An entrant may be prohibited from participating in this Sweepstakes if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Sweepstakes by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Sponsor or Sponsor's associated agencies. Prizes are conditioned on verification that Sponsor's provision, and entrant's acceptance, of the award, complies with all applicable laws, regulations, and/or rules of entrant's nation, state or province, locality and/or employer. In the event of a dispute about the identity of an online participant, the online entry will be assigned to the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider, or other organization (e.g. business or educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address.

7. RELEASE/DISCLAIMER OF LIABILITY: The prizes are provided "as is" without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local law or regulation. By participating, entrants agree (a) to abide by and be bound by these rules and decisions of Sponsor and Administrator which shall be final in all respects relating to the sweepstakes, including without limitation the interpretation of these rules; (b) to release, discharge and hold harmless Sponsor, its subsidiaries, affiliates, advertising agencies, promotional agencies (including Administrator) and any other individual or company involved in the development or execution of the sweepstakes (the "Released Parties") from any and all injuries, liability, losses, damages, rights, claims and actions of any kind resulting from their participation in the Sweepstakes or their acceptance, use or misuse of a prize; and if a winner; (c) to the use of his/her name, voice, image and/or likenesses for advertising, publicity and promotional purposes without further compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. Released Parties are not responsible and shall not be liable for: (a) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any error (human or otherwise) which may occur in the processing of entries; (b) failed, incomplete, garbled or delayed computer transmissions; (c) entries which are late, misdirected, unintelligible, garbled or incomplete, or are not recorded or cannot be completed for any reason; (d) late, lost, misdirected, mutilated, incomplete or illegible entries or postage-due mail; or (e) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the public website for any reason or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to select the winner(s) at random from eligible Entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes. Sponsor reserves the right to make any changes or updates to this Sweepstakes in its sole discretion at any time.

CAUTION: Any attempt by an individual to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

8. DISPUTE RESOLUTION/CHOICE OF LAW: To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Sweepstakes are hereby excluded, and any entrant expressly waives any and all such rights. Entrants agree that these Official Rules and the Sweepstakes are governed by the laws of

California, USA, without regard for conflicts of law doctrine of any jurisdiction. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Entrants hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

9. DATA PRIVACY: Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at <https://jfrog.com/privacy-policy/>. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list. Entrants agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the Sweepstakes and any other purposes outlined in these Official Rules or in JFrog's Privacy Policy. Sponsor may use and share an entrant's personal data with third parties to the extent necessary to fulfill its obligation to administer and sponsor this Sweepstakes.

10. SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

11. WINNERS LIST: To request a list of winners, mail a self-addressed, stamped envelope to be received by no earlier than seven (7) business days after the respective Sweepstakes Period herein to: JFrog, 270 E Caribbean Drive, Sunnyvale, CA 94089. List will be available seven (7) business days after the respective Sweepstakes Period herein.

12. SPONSOR CONTACT: You may contact Sponsor at: JFrog, 270 E Caribbean Drive, Sunnyvale, CA 94089.