

CUSTOMER REFERENCE REWARD PROGRAM TERMS AND CONDITIONS

JUNE 2020

SPONSOR: This Rubrik Customer Reference Reward Program (the “Reference Program”) is sponsored by Rubrik, Inc., 1001 Page Mill Road, Building 2, Palo Alto, CA 94304 (the “Sponsor”) and governed by the following terms and conditions (the “Terms and Conditions”).

ELIGIBILITY: The Reference Program is only open to participants (the “Eligible Participants”) that (i) are eighteen (18) years old or older as of time of entry, (ii) are not prohibited from participating by law or by internal policy, (iii) are not employees, shareholders, officers, directors, agents, representatives of Sponsor, Sponsor’s channel partners, resellers and distributors or any promotion and advertising agencies of Sponsor, and their immediate family members and those living in their household, and each person or entity connected with the production or administration of the Incentive Promotion and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity, (iv) are located in the following countries: United States and Canada, and (v) are employed by a current customer of Sponsor that (1) has experienced a ransomware attack, (2) used Sponsor’s product to recover from such ransomware attack and (3) has permission from their employer to serve as a public reference. The Reference Program is subject to all applicable federal, state and local laws, rules and regulations. The Reference Program is void where prohibited.

PROGRAM PERIOD: The Reference Program begins at 8:00am PST on June 4, 2020, and ends at 11:59pm PST on January 31st, 2020 (the “Program Period”).

HOW TO ENTER: To enter, all participants must be Eligible Participants and visit Sponsor’s web page for the Reference Program at <https://www.rubrik.com/en/lp/promotions/20/ransomware-reference-program> during the Program Period and submit themselves as a Reference by filling in the required fields on the form with their information (the “Submission”). All information provided in the Submission must be valid, truthful and current. Entries submitted must be received by the close of the Promotion Period. No photocopied or mechanically reproduced entry forms will be accepted. Sponsor and its agents are not responsible for lost, late, incomplete, void, misdirected, unreadable or unintelligible entries; such entries are void and will be disqualified. Only complete valid entries will be accepted. Sponsor reserves the right to disqualify false entries or entries suspected of being false. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned.

REWARD: Sponsor will review the Submissions and reach out to certain participants to determine whether such participants are Eligible Participants (the “Initial Call”). After the Initial Call, if Sponsor determines in its sole discretion that such participant is an Eligible Participant, Sponsor will reach out to such Eligible Participant to participate in a case study (typically consisting of a video, webinar and/or white paper) (“Case Study”). Sponsor reserves the right to decline or not respond to any Submissions for any reason. Upon the completion of a Case Study with the Eligible Participant (the “Selected Participant”), the Selected Participant will receive at their discretion either (i) an Amazon gift card with an estimated retail value of \$100.00 USD or (ii) a donation by Sponsor of \$100 USD to a 501(c)(3) non-profit entity of Selected Participant’s choice (collectively, the “Reward”). The Reward will be subject to issuer’s terms and conditions. No cash alternative or substitution of another Reward will be allowed, except Sponsor reserves the right in its sole discretion to substitute rewards of comparable value if the Reward listed is unavailable, in whole or in part, for any reason. The gift card issuer is not affiliated in any way with the Sponsor or the Reference Program. By participating in the Reference Program, each participant unconditionally accepts and agrees to comply with and abide by the Terms and Conditions and the decisions of the Sponsor, which shall be final and binding in all respects. Rewards cannot be assigned or transferred to another individual or entity. Selected Participants are solely responsible for any and all federal, state, and local taxes on the Reward. If the Reward notification or the Reward is returned as undeliverable, or if the Selected Participant does not accept their Reward for any reason, the Reward will be forfeited and will not be re-awarded, in Sponsor’s sole discretion.

PRIVACY: All personal information collected by Sponsor will be used for administration of the Reference Program. In addition, participants may receive email or mail correspondence containing marketing information from or on behalf of Sponsor subject to Sponsor’s privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and such participants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Sponsor’s privacy policy located at <https://www.rubrik.com/privacy-policy/> or important information regarding the collection, use and disclosure of personal information by Sponsor.

GENERAL CONDITIONS: By participating, all participants agree to be fully and unconditionally bound by the Terms and Conditions hereof and the decisions of Sponsor and waive any right to claim ambiguity in the Reference Program or the Terms and Conditions. Any portion of the Reference Program may be canceled, suspended and/or modified, in whole or in part, if in Sponsor’s sole opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Reference Program. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Reference Program or the website, to be acting in violation of the Terms and Conditions, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Reference Program, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right at its sole discretion to terminate the Reference Program without any notice. Selected Participants may be issued an IRS Form 1099 for the ARV of any awarded Reward. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Reference Program may be in violation of criminal and civil laws and will result in disqualification from participation in the Reference Program. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

LIMITATIONS OF LIABILITY: If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the participant’s sole remedy is another entry in the Reference Program during the Program Period. All participants also agree to release, discharge, indemnify and hold harmless the Sponsor and each of their respective officers, directors, employees, representatives and agents (collectively “Releasees”) from and against any claims, damages, disability, attorneys’ fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of the Reward, (ii) participation in any activity, event, or excursion offered in connection with the Reward, (iii) use of any facility, service and/or accommodation related to the Reward, or (iv) participation in any Reference Program related activity or participation in the Reference Program. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the Reward or resulting from acceptance, possession or use of the Reward, or from participation in the Reference Program; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Reference Program. Without limiting the generality of the foregoing, Releasees are not responsible for computer

malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications. In the event Sponsor is prevented from continuing with the Reference Program as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Reference Program without notice. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

DISPUTES: Disputes regarding the Terms and Conditions and/or the Reference Program will be governed by the internal laws of the State of California. Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in the Terms and Conditions shall not constitute a waiver of that provision.

CONTACT: For any inquiries regarding the Terms and Conditions or the Reference Program, please contact Rubrik, Inc.: ATTN: Marketing Operations, 1001 Page Mill Road, Building 2, Palo Alto, CA 94304.

© 2020 Rubrik, Inc.