Rubrik Promotion and Incentive Program Terms and Conditions 2024

SPONSOR: This Promotion and Incentive Program (the Promotion and Incentive Program") is sponsored by Rubrik, Inc., 3495 Deer Creek Rd, Palo Alto, CA 94304 (the "Sponsor") and governed by the following terms and conditions (the "Terms and Conditions").

ELIGIBILITY: The Promotion and Incentive 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 employed by a current customer of Sponsor, (iii) are not prohibited from participating by law or by internal policy, (iv) 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 Promotion and Incentive Program and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity, (v) are located in the United States of America, (vi) are employed by an entity with a data storage and back-up environment suitable for Sponsor's products and services, based on number of virtual machines, current back-up solution and future storage targets, and (vii) are not officers, employees or representatives (including anyone elected, nominated, or appointed to be an officer, employee, or representative) of any national, state, regional, or local government, government agency or department, or state owned-entities (each, a "Government Official") or anyone otherwise acting in an official capacity on behalf of a Government Official, who is restricted from receiving a prize by means of their organization's rules, policies or guidelines or under applicable law or regulation. The Promotion and Incentive Program is subject to all applicable federal, state and local laws, rules and regulations. The Promotion and Incentive Program is void where prohibited.

PROGRAM PERIOD: The Promotion and Incentive Program begins at 8:59am PT on October 14, 2024 and ends at 11:59pm PT on January 31, 2024 (the "Program Period").

HOW TO ENTER: To be eligible for the Reward, all participants must be Eligible Participants and must (i) visit Sponsor's web page for the Promotion and Incentive Program at https://lp.rubrik.com/cloudreferral (the "Page") during the Program Period and provide all required information in the fields on the form to register for the meeting (the "Event"), and (ii) attend the entire Event (the "Submission"). All contact information provided must be valid, truthful and current. Entries submitted must be received by the close of the Program Period. Limit one (1) Submission per natural person, regardless of method of entry. All contact information provided 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. In the event of a dispute as to the identity of Participant for a Submission, the Participant for such submission will be deemed to be the person whose name and relevant information was given at the time of entry. In the event a dispute regarding the identity of a Participant for a Submission cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

REWARD: At the end of the Program Period, if Sponsor or its agents or partners determine in their sole discretion that a Submission was made by an Eligible Participant, such Participant will be entitled to receive one (1) gift card with an approximate value of $100 (the "Reward"). There will only be one Reward given for each Participant. The Reward will be subject to issuer's terms and conditions. If Sponsor or its agents or partners determine in their sole discretion that a Webinar Submission was made by an Eligible Participant, such Eligible Participant shall be entitled to receive a Webinar Reward. If Sponsor or its agents or partners determine in their sole discretion that a Meeting Submission was made by an Eligible Participant, such Eligible Participant shall be entitled to receive a Meeting Reward. There will only be one Reward given for each Participant. 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 issuer is not affiliated in any way with the Sponsor or the Incentive Promotion. By participating in the Incentive Promotion, 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. 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 Participant does not accept the Reward for any reason, the Reward will be forfeited and will not be re-awarded, in Sponsor's sole discretion. All activities related to the Reward are at the Participants' own risk and subject to whatever restrictions are imposed by the entities that govern such activities. Sponsor will not reimburse or replace the Reward if the Reward is no longer accessible or restricted due to local regulations.

PRIVACY: All personal information collected by Sponsor will be used for administration of the Promotion and Incentive Program and for select marketing purposes. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and such participants and 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. Personal information collected by Sponsor's agents or partners are collected pursuant to their respective privacy policies and practices.

GENERAL CONDITIONS: By participating, Participants agree to be fully and unconditionally bound by these Terms and Conditions and the decisions of Sponsor and waive any right to claim ambiguity in the Promotion and Incentive Program or these Terms and Conditions. Any portion of the Promotion and Incentive Program may be terminated, suspended and/or modified, in whole or in part, at Sponsor's sole discretion. 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 Promotion and Incentive Program, to be acting in violation of these 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 Promotion and Incentive 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. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. All federal, state or other tax liabilities (including income taxes) arising from this Promotion and Incentive Program will be the sole responsibility of Participants. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Promotion and Incentive Program may be in violation of criminal and civil laws and will result in disqualification from participation in the Promotion and Incentive 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 Promotion and Incentive 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 Promotion and Incentive Program-related activity or participation in the Promotion and Incentive 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 Promotion and Incentive Program; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Promotion and Incentive 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 Promotion and Incentive 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 Promotion and Incentive 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 Promotion and Incentive 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 Promotion and Incentive Program, please contact Rubrik, Inc.: ATTN: Marketing Ops, 3495 Deer Creek Rd, Palo Alto, CA 94304. © 2024 Rubrik, Inc.