

OFFICIAL PROMOTION RULES

CONTROLUP'S "THE ULTIMATE EXPERIENCE" SWEEPSTAKES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED. OFFERED ONLY TO LEGAL RESIDENTS OF CERTAIN ELIGIBLE JURISDICTIONS AND WHO ARE AGE TWENTY-ONE (21) YEARS OR OLDER. MUST BE AN EXISTING OR PROSPECTIVE CUSTOMER OR AN EXISTING RESELLER PARTNER OF SPONSOR AND POSSESS A VALID CAMPAIGN CODE AT TIME OF ENTRY. FIVE (5) GRAND PRIZES WILL BE AWARDED. EACH GRAND PRIZE CONSISTS OF A TRIP INCLUDING ROUNDTRIP TRAVEL AND LUXURY HOTEL ACCOMODATIONS FOR ONE (1) WINNER AND ONE (1) GUEST TO ATTEND A SPHERE EVENT ON OCTOBER 24, 2025 IN LAS VEGAS, NEVADA, USA. WINNERS AND GUESTS MUST FOLLOW AND COMPLY WITH ALL TRAVEL, EVENT, VENUE, AND ARTIST POLICIES, WHICH MAY CHANGE AT ANY TIME WIHOUT NOTICE. U.S. LAW GOVERNS. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.
2. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED. These Official Promotion Rules ("**Official Rules**") govern ControlUp's "**THE ULTIMATE EXPERIENCE**" Sweepstakes (the "**Promotion**"). See chart below for the Sweepstakes drawing numbers, number of Prizes per drawing, and the Drawing Date. Do NOT participate in the Promotion unless (a) you are a legal permanent resident, age twenty-one (21) years or older, of one of the fifty (50) states or the District of Columbia in the United States of America ("**USA**"), or of one of the following countries: Austria, Belgium, Canada, Czech Republic, Denmark, Finland, Germany, Ireland, Luxembourg, the Netherlands, Norway, Poland, Spain, Sweden, Switzerland, or the United Kingdom (collectively, such states, district and countries, the "**Eligible Jurisdictions**"); (b) you meet ALL of the Eligibility Requirements in Section 3 below; (c) you enter in accordance with ALL of the terms of these Official Rules; and (d) you will be able to provide the information, documentation and ability necessary to claim the Prize (as defined below). Except as expressly stated herein, entry in the Promotion does not constitute entry into any other contests, sweepstakes or promotions including another Promotion. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects.
3. PROMOTION ELIGIBILITY REQUIREMENTS. The Promotion is open to legal residents of the Eligible Jurisdictions at the time of entry, and who (a) are age twenty-one (21) years or older at the time of entry; (b) possess a valid driver's license, passport, or other official government-issued identification; (c) are information technology ("**IT**") executives, managers or architects who are employed by and involved in IT decision-making at mid-market or enterprise companies, which are existing or prospective customers of Sponsor's products and solutions ("**Customers**") or existing reseller

partners of Sponsor (“**Partners**”) at the time of entry; (d) possess a valid campaign code (the “**Campaign Code**”); (e) fill out an online form and take a brief Sponsor survey (together, a completed form and a survey, is a “**Survey**”); and (f) sign up (on Sponsor Websites), and attend (via Sponsor face-to-face meetings, 1-on-1 virtual meetings, 1-to-many meetings, or on Sponsor’s webinars) a short Sponsor presentation and/or product demonstration (approximately twenty-one (21) minutes total) highlighting the superior digital experience, true real time visibility, actionable insights, automated remediation, and other benefits of the Sponsor’s products and solutions (together, a presentation and a demonstration, is a “**Demonstration**”). You must complete the Demonstration no later than the Demonstration Completion Date listed in the chart below (all terms as defined below). The employees, officers and directors of, and consultants and contractors to, the following companies and company types are not eligible to participate in the Promotion: ControlUp, Inc. (“**Sponsor**”), ControlUp Technologies Ltd., ControlUp GMBH, ControlUp UK Limited, ControlUp PTY LTD, and the official sponsors and organizers of any third-party events where the Promotion is promoted; and each of the foregoing entities’ respective group companies worldwide including, but not limited to, parents, affiliates, subsidiaries, divisions and business units; and each of the foregoing parties’ respective legal counsel, consultants, contractors, web masters and web administrators, mobile application developers and administrators, financial analysts, accounting firms, auditors, advertising, promotional, fulfillment and marketing agencies, and any others engaged in the development, production, execution or distribution of the Promotion (all of the foregoing collectively, the “**Promotion Entities**”). In addition to the employees, officers and directors of, and consultants and contractors to, the Promotion Entities, the members of their immediate families (parents, children including step-children, siblings, and spouse) and persons living in the same households of any of the foregoing individuals (whether related or not) are not eligible to participate in the Promotion. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of eligibility, to make the final decision on eligibility, and to reject individuals who fail to meet these eligibility requirements.

4. ENTERING THE PROMOTION. The Sweepstakes period begins at 08:00 a.m. Pacific time (“**PT**”) on Monday, January 20, 2025 (the “**Promotion Start Date**”) and ends approximately six (6) hours prior to the Sweepstakes drawing on August 18, 2025 (such period, the “**Sweepstakes Period**”). To enter the Sweepstakes, you must be an existing or prospective customer of Sponsor’s products and solutions or an existing reseller partner of Sponsor and possess a valid Campaign Code. To enter ControlUp’s “THE ULTIMATE EXPERIENCE” Sweepstakes, go to www.theultimateexperience.vip or www.controlup.com (the “**Sponsor Websites**”), enter a valid Campaign Code, complete the Survey, and book and complete the Demonstration. You MUST complete the Demonstration no later than August 15, 2025. Proof of submission will not be deemed to be proof of receipt. All Surveys and entries become the property of Sponsor and will not be returned. Limit of one Sweepstakes entry per person. Multiple entries submitted by a single entrant during the Sweepstakes Period shall render all such person’s entries void and ineligible.

5. **DRAWINGS.** There will be random drawings for five (5) Grand Prizes. Each Grand Prize will consist of a trip for one (1) winner and one (1) guest to attend a Sphere event on October 24, 2025 in Las Vegas, Nevada, USA. The potential Prize winners of the Sweepstakes will be selected from all eligible entries received prior to the applicable drawing, with the method of selection being a random drawing held by the Sponsor on or about [8:00 a.m. PT] on the Drawing Date listed in the chart below. All eligible non-winning entries from one drawing will rollover into subsequent drawings. A winner of a Sweepstakes drawing is not eligible for entry into any subsequent drawings. **YOU DO NOT NEED TO BE PRESENT TO WIN OR CLAIM YOUR PRIZE.** The Sponsor’s decision on the selection of the definitive winner is based on Sponsor’s sole discretion and interpretation of these Official Rules, and is final and binding in all respects.

Sweepstakes Drawing #	Number of Grand Prize Winners Selected	Demonstration Completion Date	Drawing Date
1	5*	August 15, 2025	August 18, 2025

(*) One (1) winner from Customers in the USA or Canada. One (1) winner from Customers in the Eligible Jurisdictions excluding the USA and Canada. One (1) winner from Customers in the Eligible Jurisdictions. One (1) winner from Partners in the USA or Canada. One (1) winner from Partners in the Eligible Jurisdictions excluding the USA and Canada.

ODDS OF WINNING THE SWEEPSTAKES. The odds of winning a Sweepstakes Grand Prize will depend on the actual total number of eligible Sweepstakes entries for the applicable drawing received during the Sweepstakes Period.

6. **YOU DO NOT NEED TO BE PRESENT TO WIN OR CLAIM YOUR PRIZE.** The potential winner will be notified promptly after the Drawing Date for the Sweepstakes using all contact information provided to Sponsor by the potential winner. If the potential winner does not respond to Sponsor’s reasonable attempts to contact him or her after the Drawing Date, fails to qualify to claim the Prize, or cannot or will not accept the Prize for any reason, an alternative potential winner from the remaining Sweepstakes entries will be selected as promptly as reasonably possible (after Sponsor’s determination that the prior potential winner was not located or failed to qualify to claim the Prize). If the potential winner is unable to travel on the dates required, the selected winner will forfeit the Prize and an alternative potential winner will be selected. Sponsor’s reasonable attempts to contact the potential Prize winner shall be deemed to be satisfied by a combination of one or more attempts via postal service, telephone calls and/or emails using the contact information provided by the potential Prize winner. An entrant is not a winner of any Prize, even if notified of being a winner, unless and until the entrant’s eligibility has been verified.

7. ALTERNATIVE METHOD OF ENTRY FOR SWEEPSTAKES. No purchase is necessary to enter or claim a Prize in the Sweepstakes. A free, alternative method of entry (“**AMOE**”) for the Sweepstakes may be submitted by an individual who meets the Eligibility Requirements in Section 3 by sending a 3½ x 5 inch (8.9 x 12.7 centimeter) postcard, postage-paid, which includes your full name, business’s name, your title, a business telephone number and address, your business email address, your home address, and your valid Campaign Code, to Sponsor at: ControlUp, Inc., 3141 Stevens Creek Blvd. #41038, San Jose, California 95117 USA, Attention: ControlUp’s “THE ULTIMATE EXPERIENCE” Sweepstakes. Limit: one (1) AMOE entry per person per the Sweepstakes. AMOE entries received from any person in excess of the stated limitation will be void. All AMOE entries must be received by Sponsor with all required elements no later than the end of the applicable drawing’s Sweepstakes Entry Deadline to be eligible for that drawing. No copied or other facsimile entries are allowed or will be accepted. All AMOE entries become the property of Sponsor and none will be returned.
8. SWEEPSTAKES DRAWING AND ENTRY DEADLINE DATE AND TIME INFORMATION. Grand Prize drawings date and time: Monday, August 18, 2025 at or about [8:00 a.m. PT]. The Sweepstakes Entry Deadline date is August 15, 2025 at or about [time PT].
9. SWEEPSTAKES GRAND PRIZES; APPROXIMATE RETAIL VALUES (“**ARV**”). Each official winner of a Sweepstakes Grand Prize (each a “**Sweepstakes Grand Prize Winner**”) will receive: (a) round-trip economy air transportation for two (2) to Las Vegas, NV, USA (the “**Destination**”) from a major commercial airport nearest to winner’s primary residence as determined by Sponsor, provided that Sponsor reserves the right to substitute ground transportation for air transportation if winner resides within one-hundred and fifty (150) miles of Destination; (b) VIP airport transfer for two (2); (c) hotel accommodation for two (2) nights (one standard double occupancy room and room tax only) at the Venetian Resort Las Vegas; (d) one (1) two hundred and fifty dollar (\$250.00) gift card to be used for dinner on Thursday night, October 23, 2025; (e) an invitation for two (2) to a dinner hosted by Sponsor on Friday night, October 24, 2025; and (f) two (2) VIP tickets to attend an event (to be determined) on October 24, 2025 at Sphere in Las Vegas, NV, USA (the “**Event**”), of a maximum USD \$15,000.00 ARV (“**Sweepstakes Grand Prize**” or “**Prize**”). No other prize substitution or cash alternative is offered, except at Sponsor’s sole discretion or as otherwise provided herein.
10. CLAIMING A PRIZE. Should a Sweepstakes Winner not claim their Prize before the end of [five (5) days] from the date of the initial Prize notification, the Prize will be forfeited.
11. Prizes may not be assigned, transferred, or exchanged. **No substitution may be requested or is offered for a Prize, except Sponsor reserves the right in its sole discretion to make a substitution, in whole or in part, for a prize of comparable or greater value.** In no event shall more than the number of stated Prizes be awarded. All Prizes are intended to be awarded. All expenses not specifically mentioned herein, including without limitation, hotel amenities, fees and gratuities, airline change fees, airline premium seat fees, TSA and international air fees, airline baggage fees (both checked and carry on), personal expenses, and passport fees, are the responsibility of

the winner and guest. Travel and accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Date and location of the Event is subject to change and not the responsibility of Sponsor. Event tickets are subject to certain terms and conditions as specified by the ticket issuer. Winner agrees that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. Winner and guest must comply with all Sponsor's, venue, event, and artist rules, including execution of all required releases (if applicable). Failure to do so may result in forfeiture of such portion(s) of the Prize. Winner and guest must travel on the same itinerary. Guest must be age twenty-one (21) or older at time of travel. Any unused elements of a Prize will be forfeited, will not be redeemable for cash, and may not reduce the Prize value awarded for tax purposes. Winners are solely responsible for paying all taxes (including other fees, charges, and costs, if any) on a Prize, and any expenses not specified relating to the use, acceptance, possession, or redemption of a Prize. An IRS Form 1099 or similar tax reporting document for the actual value of the Prize awarded will be issued to winners where applicable. Actual retail value of the Prize depends upon the location of the winner and fares to/from Destination at time of travel.

12. Winners will be notified by a traceable form of delivery and e-mail or telephone. Each winner will be required to provide within a specified time period: (a) a photocopy of a valid photo ID (driver's license, passport, or other form of government-issued identification and proof of age); and (b) a completed and signed Affidavit of Eligibility, IRS Form W-9 (if required by IRS regulations), a Liability Release, and (where legal) a Publicity Release. Each winner's guest will be required to provide within a specified time period: (i) a photocopy of a valid photo ID (driver's license, passport, or other form of government-issued identification and proof of age); and (ii) a completed and signed Liability Release, and (where legal) a Publicity Release. Failure to return the required documents in a timely way, or the return of any notification as undeliverable for any reason, will cause the entry to be void and an alternate winner to be selected. The foregoing affidavit, releases, forms, and consents will be available for download on the Websites.
13. By participating in the Promotion, entrants: (a) agree to these Official Rules and to the decisions of the Sponsor and its agents in all matters relating to the Promotion, which decisions shall be final in all respects; (b) automatically confer on Sponsor and Promotion Entities an irrevocable, non-exclusive, perpetual, royalty-free, worldwide, fully paid-up, assignable license to use his or her name, photograph, likeness, statements, biographical information, voice, voice likeness, city, state, and country location for advertising, publicity and promotional purposes in all media, including, without limitation, on air and within www.theultimateexperience.vip and www.controlup.com in perpetuity, without further notice or compensation (except to the extent prohibited by law) and agree to execute specific written consent to such use upon request. Unless otherwise prohibited by applicable law, the winners may be required to participate (at Sponsor's expense) in, and hereby irrevocably consents to

the use of his or her name and likeness in, post-drawing publicity promotions by the Sponsor and/or its parent, subsidiaries and affiliates. The winner will not receive any further compensation for such participation or use of his or her likeness.

14. **DISQUALIFICATION AND OTHER TERMS.** Any attempt by an entrant to enter more than the stated number of Sweepstakes entries allowed by using multiple/different email addresses, identities, registrations, logins, and/or any other methods, including, but not limited to, automated entry, will void all of that entrant's entries and that entrant shall be disqualified from the Promotion. Entry must be made by the entrant only at the authorized Websites. Entrants found tampering with or abusing any aspect of the Promotion, as solely determined by Sponsor, will be disqualified. If disqualified for any of the above abuses, Sponsor reserves the right to immediately terminate entrant's eligibility to participate in the Promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to notify appropriate law enforcement and to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Promotion if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Promotion, as determined by Sponsor in its sole discretion. In such event, the Sponsor also reserves the right, but not the obligation, to award the Prizes from among the valid and eligible, non-suspect entries received up to the time of the impairment.
15. **INDEMNIFICATION.** By participating in the Promotion, entrants, on behalf of themselves and their heirs, executors, administrators, successors and assigns, hereby knowingly and voluntarily agree to release, indemnify, and hold harmless Sponsor and the Promotion Entities and all other businesses involved in the Promotion, and their respective officers, directors, employees, successors and assignees, from and against any and all claims, cause of action, liabilities, losses or damages of any kind whatsoever arising out of participation in the Promotion or the acceptance, receipt, or use of the Prize, including, but not limited to: (a) the infringement of intellectual property rights of others, resulting in whole or in part from their participation in the Promotion and the acceptance, receipt, and use of the Prize; (b) entrant's breach of these Promotion Rules; (c) unauthorized human or technological intervention in the Promotion; (d) technical errors related to computers, servers, or telephone, data or network lines and/or service providers; (e) printing errors (whether in hardcopy or in emails or on web pages); (f) lost, late, postage-due, misdirected, damaged, illegible, incomplete, or undeliverable entries or mail; (g) errors in the administration of the Promotion or the processing of entries; (h) the failure of any third party to comply with the instructions and proper administration of the Promotion; or (i) illness, death, loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or the awarding, acceptance, receipt, use or misuse of any Prize, including travelling to and attendance at the Event. Sponsor and the Promotion Entities are not responsible for any incorrect

or inaccurate information, whether caused by mobile application or website users, or by any equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, network or internet availability, theft or destruction or unauthorized access to, or tampering with or hacking of the Sponsor's applications or the Websites.

16. **DISCLAIMER OF LIABILITY.** Participants agree that Sponsor and its agents are not responsible for late, illegible, incomplete, undeliverable, lost or misdirected entries or mail, or for error, omission, interruption, deletion, defect, delay in transmission, network or internet availability, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure of Sponsor and its agents to receive entries for any reason whatsoever or for any errors, mishaps or problems, regardless of the cause, in the process. In the event Sponsor determines that the integrity of the Promotion has been impaired or corrupted for any reason and as a result cannot be offered or completed as planned, Sponsor reserves the right in its sole discretion to cancel or terminate the Promotion and to select winners from among eligible entries legitimately received prior to the event causing cancellation or termination; and notice of cancellation will be posted at the Websites. Should Sponsor, in its sole discretion, determine that there are insufficient entries worthy of being selected as a winner in the Sweepstakes, they reserve the right to select less than the stated number of winners.

17. **WARRANTY DISCLAIMERS; LIMITATIONS OF LIABILITY.** EVERYTHING IN AND ON SPONSOR'S MATERIALS, WEBSITES AND APPLICATIONS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHER, SPONSOR MAKES NO REPRESENTATION THAT MATERIALS ON ITS WEBSITES RELATING TO THE PROMOTION ARE APPROPRIATE OR AVAILABLE FOR USE AT ALL TIMES. IT IS ENTRANT'S RESPONSIBILITY TO ENSURE THAT ACCESSING SPONSOR'S WEBSITES AND APPLICATIONS AND ENTERING THE PROMOTION IS LEGAL AND NOT PROHIBITED OR RESTRICTED BY THE LAWS OF THE JURISDICTION IN WHICH ENTRANT IS A CITIZEN OR RESIDENT. NEITHER THE SPONSOR NOR ANY PROMOTION ENTITY SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PROMOTION, INCLUDING WITHOUT LIMITATION ANY LIABILITY, LOSS, ILLNESS, INJURY OR DAMAGE TO ENTRANT OR ANY OTHER PERSON OR ENTITY, INCLUDING PERSONAL INJURY OR DEATH, OR DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF ENTRANT'S PARTICIPATION IN THE PROMOTION, OR THE AWARDED, ACCEPTANCE, RECEIPT, USE OR MISUSE OF ANY PRIZE, INCLUDING TRAVELLING TO AND ATTENDANCE AT THE EVENT.

18. **SPECIAL NOTICE REGARDING TRAVEL AND EVENT ATTENDANCE.** WINNER AND

GUEST ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND TRAVEL AIRLINE, HOTEL, EVENT VENUE, AND ARTIST RULES AND POLICIES. SPONSOR, THE APPLICABLE TRAVEL AIRLINE, HOTEL, EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY TRAVEL, ACCOMODATION, OR REVOKE ACCESS TO THE EVENT, TO WINNER AND/OR GUEST WHO DOES NOT COMPLY WITH ANY OF THE AFOREMENTIONED RULES, IS INTOXICATED, PRESENTS A SAFETY RISK, ENGAGES IN DISRUPTIVE BEHAVIOR, OR ACTS WITH THE INTENT TO ANNOY, ABUSE, THREATEN, OR HARASS ANY OTHER PERSON. SPONSOR, APPLICABLE TRAVEL AIRLINE, HOTEL, EVENT VENUE, AND ARTIST HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS DENIED TRAVEL, ACCOMODATION, OR ENTRY OR WHO MAY BE REMOVED FROM THE EVENT.

19. **PERSONAL DATA.** Any personal data relating to entrants and subject to these Official Rules will not be disclosed to a third party without the entrant's prior consent except as otherwise provided herein. Personal data relating to entrants will be retained by Sponsor for a reasonable period after the Promotion closes to allow Sponsor to operate the Promotion and other promotional activities in a consistent manner and to deal with any queries on the Promotion, as well as, to send information about Sponsor's products to entrants. If you are selected as a winner, your name and city and country of residence may also be included in a publicly-available winners list. We will make no use of your date of birth except to verify your eligibility to enter. Please see Sponsor's privacy policy located at <https://controlup.com/privacy-policy/> (the "**Privacy Policy**") for details regarding the use of personal data collected in connection with the Promotion. Requests by an entrant to have their personal information deleted by Sponsor will be handled pursuant to the Privacy Policy. Sponsor does not control and is not responsible for any third parties (e.g., Zoom, the virtual meeting hosting service) or their respective privacy policies.
20. **PROMOTION ADMINISTRATION; GOVERNING LAW; DISPUTE RESOLUTION.** Sponsor reserves the right to correct, and Sponsor and Promotion Entities are not responsible for, any typographical or other error in the printing of these Official Rules, the advertising or administration of the Promotion, or in the announcement of Prize winners, including such error as may give an erroneous indication that a Prize has been won. In the event Sponsor is prevented for any reason from continuing with the Promotion, or the integrity and/or feasibility of the Promotion is undermined by any event, including but not limited to, fire, flood, pandemics, epidemics or other outbreaks affecting public health, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any government, economic area, federal, state, provincial or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event) Sponsor shall have the right, in its sole discretion, to modify, abbreviate, suspend, cancel or terminate the Promotion without notice or further obligation. If Sponsor, in its discretion, elects to abbreviate, cancel or terminate the

Promotion as a result of a Force Majeure event, Sponsor reserves the right, but shall have no obligation, to award Prizes from among all valid and eligible entries received up to the time of the occurrence of such Force Majeure event. IF THE EVENT IS CANCELLED OR TRAVEL TO THE DESTINATION IS IN ANY WAY DELAYED OR CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZE DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER AND GUEST. By entering the Promotion, entrants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of California, USA without giving effect to any choice of law or conflict of law rules, and any matters or proceedings shall take place in the State of California, USA. Except with respect to the protection and enforcement of the intellectual property rights of Sponsor and the Promotion Entities and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to the Official Rules or any of the Promotions shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in San Francisco, California USA, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this Section 20, shall be filed and adjudicated in a state or federal court in San Francisco County, California USA, and all parties agree to submit to the personal jurisdiction of those courts. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party to a dispute pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with the Promotion or any Prize awarded, will be resolved individually, without resort to any form of class action.

21. SPONSOR. The Sponsor is ControlUp, Inc., a Delaware (USA) corporation, located at 3141 Stevens Creek Blvd. #41038, San Jose, California 95117 USA. The names of the final Prize winners will be available on or about ten (10) business days after selection and verification. For the names of the final Prize winners, go to www.theultimateexperience.vip, www.controlup.com, or write the Sponsor at ControlUp, Inc., 3141 Stevens Creek Blvd. #41038, San Jose, California 95117, USA, Attention: "THE ULTIMATE EXPERIENCE Winners List."

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