

Terms & Conditions

The AmpliFi promotion (the “Offer”) begins on February 13, 2019 at 3:00 p.m. Eastern Time (ET), and ends on February 28, 2019 at 11:59 p.m. ET, or when the supply of Codes is exhausted, whichever occurs first (“Offer Period”). **This Offer is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram or any other websites not owned or managed by Sponsor.**

PARTICIPATION IN THIS OFFER CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS & CONDITIONS. If you are participating as part of a company or on behalf of your employer, these terms and conditions are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including to the terms of these terms and conditions and your potential receipt of a prize. You further warrant that your actions do not violate your employer’s or company’s policies and procedures.

Offer open only to legal residents of the 50 United States and the District of Columbia. The Offer will be void to residents of any other country or territory and any person sanctioned by the Office of Foreign Assets Control (OFAC) of the United States Department of Treasury and where prohibited by law. To be eligible to participate in the Offer, you must be above the age of majority in the state or jurisdiction of residence at the time of participation.

To receive one (1) online discount code (the “Code”) for AmpliFi Mesh WiFi System (HD kit) at the AmpliFi web store (<https://store.amplifi.com/>) (approximate retail value of \$100 USD), during the Offer Period while supplies last, follow the directions to complete the following requirements:

- (A) Take a photo (the “Photo”) of your current non-AmpliFi mesh wifi system in the unplugged state. A mesh wifi system shall include at least three devices (i.e., three access points).
- (B) Post or submit the Photo by one of the following methods (the “Submission”):
 - a. Log-in to your Twitter account and post the Photo with a caption including all of the following: (i) answer why you want to upgrade to AmpliFi, (ii) use the hashtag provided by AmpliFi in the announcement of this Offer and (iii) tag @AmpliFiHome.
 - b. Log-in to your Instagram account and post the Photo with a caption including all of the following: (i) answer why you want to upgrade to AmpliFi, (ii) use the hashtag provided by AmpliFi in the announcement of this Offer and (iii) tag @AmpliFiHome.
 - c. Log-in to your Facebook account, share the Photo in the comment section of the post by AmpliFi announcing this Offer and answer why you want to upgrade to AmpliFi.
 - d. Email the Photo to social@ubnt.com and answer why you want to upgrade to AmpliFi.
- (C) The Submission must meet the “Additional Requirements” described below.
- (D) You agree that, by submitting the Submission, you grant a license for Sponsor and its affiliates to use the content of the Submission in any manner without restriction, including repurposing the Submission or part thereof for marketing and promotional purposes.

ADDITIONAL SUBMISSION REQUIREMENTS. Each Submission must meet the following criteria:

- a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Offer.
- b) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, provincial or local laws and regulations the laws or regulations in any jurisdiction where Submission is created.
- c) Excluding the AmpliFi products, logos and marks, it must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Offer, as determined by Sponsor, in its sole discretion.
- d) It cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.

Not combinable with any other offer and cannot be redeemed for cash. Not transferable. Void where prohibited by law. **Limit of one (1) Code per household regardless of the number of Submissions. The Code will expire in three (3) months after the Offer Period.** Offer recipients are responsible for all federal, state and local taxes, if any.

The winners will be notified as soon as practicable by direct message on the applicable social media platform, email or other method at Sponsor's discretion. If a potential winner does not respond to the notification attempt within fourteen (14) days from the first notification attempt, then such potential winner will be disqualified. Except where prohibited by law, each potential winner may be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential winners must return all such required documents within fourteen (14) days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner may be selected based on the rules described herein. All notification requirements, as well as other requirements within these terms and conditions, will be strictly enforced. Determinations of Sponsor are final and binding.

Intellectual Property Rights: As a condition of entry, participants grant Sponsor, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display a Submission (including all photos and content) (1) for the purposes of allowing Sponsor to evaluate the Submission for purposes of the Offer, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and photo clips available for advertising and promotional purposes. By accepting a prize, participants agree to Sponsor and its agencies use of their name and/or likeness and Submission for advertising and promotional purposes without additional compensation, unless prohibited by law.

Governing Law and Arbitration: These terms and conditions shall be governed by, subject to, and construed in accordance with the laws of the State of New York, United States of America, excluding all conflict of law rules. If any provision(s) of these terms and conditions are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. By entering the Offer, you agree that exclusive jurisdiction for any dispute,

claim, or demand related in any way to the Offer will be decided by binding arbitration. All disputes between you and Sponsor of whatsoever kind or nature arising out of these terms and conditions, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the New York, New York, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

Privacy and Terms of Service: By participating in the Offer, you agree to Sponsor's Terms of Service (<https://www.ubnt.com/legal/termsofservice/>) and Privacy Policy (<https://www.ubnt.com/legal/privacypolicy/>). You acknowledge and agree that Sponsor may collect, store, share and otherwise use any personally identifiable information provided to Sponsor throughout the Offer. Sponsor will use this information in accordance with its Privacy Policy, including for administering the Offer and verifying a participant's identity, email address and other information in the event a participant qualifies for a prize. Participant's information may also be transferred to countries outside the country of participant's residence. Such other countries may not have privacy laws and regulations similar to those of the country of participant's residence. Participant has the right to request access, review, rectification or deletion of any personal data held by Sponsor in connection with the Offer by writing to Sponsor at social@ubnt.com.

General Conditions: Offer may be withdrawn without prior notice. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. All taxes imposed on prizes are the sole responsibility of the winners and the winners are responsible for ensuring that he or she complies with all applicable tax laws. Released Parties (as defined below) are not responsible for lost, late, incomplete, garbled, inaccurate, stolen, delayed, misdirected, or undelivered Offer requests or prizes; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer errors of any kind whether human, mechanical, electronic, typographical, printing or otherwise relating to or in connection with the Offer, including, without limitation, errors which may occur in connection with the administration of the Offer, the processing of Offer requests, or in any Offer-related materials. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or printer related to or resulting from participating in this Offer or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Offer, as solely determined by Sponsor, will be disqualified. Should any portion of the Offer be, in Sponsor's sole opinion, compromised by bugs, virus, worms, non-authorized human intervention or other causes, which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or submission of information, Sponsor reserves the right at its sole discretion to terminate the Offer. By participating, you agree (i) to be bound by these terms and conditions and the decisions of Sponsor which are final and binding, and (ii) to the maximum extent permitted by law, to release, defend and hold harmless Sponsor, its subsidiaries, affiliates, retailers, and advertising and promotion agencies and all of their respective officers, directors, employees and agents and Facebook, Twitter and Instagram (collectively, the "Released Parties") against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any Submission or other material uploaded or otherwise provided by the participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the participant in connection with the Offer; (c) any non-compliance by the participant with these terms and conditions; (d) claims brought by persons or entities other than the parties to these terms and conditions arising

from or related to the participant's involvement with the Offer; (e) acceptance, possession, misuse or use of any prize or participation in any Offer-related activity or participation in this Offer; (f) any malfunction or other problem with any promotion site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners. Offer is subject to all applicable federal, state and local laws. Offered by Ubiquiti Networks, Inc. ("Sponsor").