Tenable Capture the Flag Contest Official Rules

No Purchase Necessary to Enter or Win

- 1. **Overview.** Tenable, Inc. ("Tenable") has created a contest where participants will participate in a series of virtual security-related challenges to earn various amounts of points. The first individual to complete each challenge will win the points. The individuals who earn the most points will win recognition and prizes (pending eligibility). In case of a tie, the team who scored the winning amount of points first will win. (the "Contest"). The Contest is sponsored by Tenable and begins on February 18, 2021 at 12:00 pm EST. Entries must be submitted during the Contest Entry Period (as defined below) to Tenable in strict accordance with Tenable's instructions and these Official Rules. Entrants are limited to a single entry, either as an individual or as part of a team, during the Contest Period. Teams should only register one account for the team. Each team member's information must be provided in accordance with the team registration process. There is a maximum of 5 people per team. Those who do not abide by these Official Rules or Tenable's instructions or the prize fulfillment requirements may be disqualified at Tenable's sole discretion. Tenable may keep all Entrant information after completion of the Contest for business management and record keeping purposes.
- 2. **Eligibility.** The Contest is open only to all individuals, however, prizes will only be awarded to those who are legal residents of the fifty (50) United States (including the District of Columbia), are 18 years of age or older. Employees of Tenable and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, and federal and state government employees are not eligible to win the prizes described herein. No purchase of Tenable's products or services is necessary to participate in the Contest, and use of Tenable products does not increase an Entrant's chance of winning. All U.S., federal, state and local laws and regulations apply and this Contest is void where prohibited by law.
- 3. **Sponsor.** The sponsor and administrator of this Contest is Tenable, Inc., with its place of business located at 6100 Merriweather Drive, Columbia, MD 21044, United States of America. The Contest is no way sponsored, endorsed, or in association with Amazon, Inc. or its affiliates. Each Entrant completely releases and absolves Amazon, Inc. and/or its affiliate from any association or liability of said Contest. In case of complaints or disputes, send an e-mail to ctf@tenable.com with the subject line "Capture the Flag Contest."
- 4. **Agreement to Official Rules.** Participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the

- Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 5. **Contest Entry Period.** The Contest begins on February 18, 2021 at 12:00 pm EST and ends on February 22, 2021 at 12:00 pm EST (the "Contest Entry Period").
- 6. **Entry.** To enter the Contest, eligible entrants must fill out and submit the event registration form, which can be accessed directly on the competition platform CTFd.io (https://tenable.ctfd.io/) or through the official event landing page (www.tenable.com/events/capture-the-flag). They will then create a username and password to access the challenges when the Contest opens (each an "Entrant"). The Contest is limited to one entry per person, either as an individual or as part of a team. There is a maximum of 5 individuals per team. Multiple entries by a single Entrant may void eligibility.
- 7. Winners. The winners will be determined on February 23, 2021 at 12:00pm EST. Tenable will identify the winners by totaling points earned. Additionally, a game within the game may be offered where completed tasks will earn points toward an Entrant receiving Tenable apparel. Points for each challenge may vary, some may be awarded on a first-come, first-served basis, others with a set value or decreasing value over time. Accepting hints for a challenge may reduce the amount of points awarded. If a potential winner did not comply with the Official Rules of this Contest, their entry will be void and Tenable will select an alternate winner in his/her place by selecting the Entrant with the next highest point total received during the Contest Entry Period. If a potential winner is not eligible for prizes, Tenable will recognize their efforts via virtual acknowledgment but the prize will go to the Entrant with the next highest point total received during the Contest Entry Period.
- 8. **Prizes.** There will be three (3) winners receiving a virtual gift card with a retail price of approximately \$500, \$300 and \$200, for first, second and third place, respectively. Only one prize will be awarded for each winning Entrant. If the winner is a team, the team will only receive one prize to be given out or shared amongst participants at their own discretion. If a team wins a prize but members are not within the United States, then only those members within the United States will be eligible to receive the prize. Tenable apparel may also be won if the Entrant meets certain requirements within the Contest. Tenable will notify the potential winners via email to the email address that the Entrant provides during registration. The potential winner will have seventy-two (72) hours to confirm they are the winner. If a potential winner does not respond within seventy-two (72) hours of the date Tenable has notified Entrant, Tenable shall choose an alternate winner from the remaining eligible entries. Winners may be required to provide evidence of identity in connection with claiming the prize.

If legitimately claimed, the prize will be awarded. All taxes, social security payments or other fees (including those applicable in your jurisdiction of primary residence) and other

- expenses not specified in these Official Rules as being provided as part of the prize are the sole responsibility of the winners. Winners must provide a valid address in order to receive the prize. Tenable will not replace and is not responsible for any lost, damaged, mutilated or stolen prize or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address or other contact information. No transfers, prize substitutions or cash redemptions will be made. Tenable reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value (such as a gift card) for any reason, including, without limitation, prize unavailability.
- 9. **General Conditions.** All federal, state and local laws apply. As a condition of entry, and by participating in and entering the Contest, you agree to be bound by these Official Rules and the decisions of Tenable, which shall be final and binding in all respects, and to release, discharge and hold harmless Tenable, its parents, subsidiaries, affiliates, agencies, agents and representatives from any and all claims, charges, injuries, liability, losses and/or damages of any kind caused by, resulting from or arising out of your participation in the Contest and/or your acceptance, use, misuse, loss or misdirection of a prize. Failure to comply with these Official Rules may result in disqualification from this Contest. Tenable's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Tenable's sole discretion. The invalidity or unenforceability of any provision of these Official Rules will 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 Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Contest is not capable of running as planned for any reason, Tenable reserves the right, in its sole discretion, to cancel, modify or suspend the Contest and award the prizes based on entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Tenable.
- 10. **Privacy.** Each Entrant agrees to the use of personal information submitted when they enter as detailed in Tenable's Privacy Policy posted at: http://www.tenable.com/privacy-policy.

 Tenable collects personal information in order to conduct the Contest. The Entrants' personal data may be used for the following purposes: (a) to contact potential winners; and (b) in compliance with applicable laws, to send Entrants marketing communications, including via e-mail, about Tenable products and services. You should direct any request to access, update or correct information to Tenable by emailing your request to privacy@tenable.com. By participating in the Contest and accepting these Official Rules, you acknowledge and consent to the use of your data as set out above. By entering the Contest (except where prohibited by law), you grant Tenable the irrevocable, free of charge,

absolute right and permission to use, publish, post or display your name, generic job title, and generic employer category (e.g., International telecommunications company), for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide. If you provide permission, Tenable will also have the foregoing rights to use your specific employer and your specific job title.

11. Disclaimer, Limitation of Liability and Disputes. NOTHING IN THESE OFFICIAL RULES LIMITS, EXCLUDES OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE OR MODIFY ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS AND CONDITIONS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE, TENABLE EXCLUDES FROM THESE OFFICIAL RULES ALL CONDITIONS, WARRANTIES AND TERMS IMPLIED BY STATUTE, GENERAL LAW OR CUSTOM EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. YOU AGREE THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, BEYOND ANY NON-EXCLUDABLE GUARANTEES. IN NO EVENT SHALL THE SPONSOR BE LIABLE FOR ATTORNEY'S FEES.

EXCEPT WHERE PROHIBITED, AS A CONDITION OF PARTICIPATING IN THIS CONTEST, YOU AGREE THAT ANY AND ALL DISPUTES THAT CANNOT BE RESOLVED BETWEEN THE PARTICIPANT AND TENABLE, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR THE PRIZE AWARDED, OR THE DETERMINATION OF THE WINNER MUST BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED OR ENTITLED TO OBTAIN AWARDS FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (IF ANY), NOT TO EXCEED ONE-HUNDRED DOLLARS (USD \$100.00).

12. **Governing Law** This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of Maryland, without giving effect to its conflicts of law or choice of law principles. Any legal actions, suits or proceedings related to this Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts

located in the State of Maryland, and each participant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest.

13. **Giveaway Results.** To request the name of the winner, send a self-addressed stamped envelope (citing the Capture the Flag Contest) to Marketing at Tenable, Inc., 6100 Merriweather Drive, Columbia, MD 21044. Requests must be received within thirty (30) days from the end date of the Contest Entry Period.