

# Tenable Nessus T-Shirt Giveaway

## Official Rules

### No Purchase Necessary to Enter or Win

- 1. Overview.** Tenable, Inc. (“Tenable”) has created a drawing where participants will participate by (1) posting on Twitter a tweet including the hashtag #HappyBirthdayNessus and tagging “@TenableSecurity” in the tweet, or (2) submitting a written testimonial about Tenable or Nessus to [socialmedia@tenable.com](mailto:socialmedia@tenable.com). Participants will also need to fill-out a submission form to confirm contact information. Participant names will be drawn randomly to be selected to win a free Nessus t-shirt. The Giveaway is sponsored by Tenable and begins on April 12, 2021 at 12:00 am EST. Entries must be submitted during the Giveaway 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 during the Giveaway Period. 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 Giveaway for business management and record keeping purposes.
- 2. Eligibility.** The Giveaway is open only to all individuals who are 18 years of age or older; however, 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 Giveaway. All U.S., federal, state and local laws and regulations apply and this Giveaway is void where prohibited by law.
- 3. Sponsor.** The sponsor and administrator of this Giveaway is Tenable, Inc., with its place of business located at 6100 Merriweather Drive, Columbia, MD 21044, United States of America. The Giveaway is no way sponsored, endorsed, or in association with Twitter, Inc. or its affiliates. Each Entrant completely releases and absolves Twitter, Inc. and/or its affiliate from any association or liability of this Giveaway. In case of complaints or disputes, send an e-mail to [socialmedia@tenable.com](mailto:socialmedia@tenable.com) with the subject line “Nessus T-Shirt Giveaway.”
- 4. Agreement to Official Rules.** Participation in the Giveaway 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. Giveaway Entry Period.** The Giveaway begins on April 12, 2021 at 12:00 am EST and ends on April 16, 2021 at 11:59 pm EST (the “Giveaway Entry Period”).

6. **Entry.** To enter the Giveaway, eligible entrants must (1) post on Twitter a tweet including the hashtag #HappyBirthdayNessus and tagging “@TenableSecurity” in the tweet, or (2) submit a written testimonial about Tenable or Nessus to [socialmedia@tenable.com](mailto:socialmedia@tenable.com). Additionally, Entrant must fill out and submit a form at the event registration form accessed through the official event landing page (<https://www.tenable.com/products/nessus/birthday-23>) (each an “Entrant”). The Giveaway is limited to one entry per person, and multiple entries by a single Entrant may void eligibility.
7. **Winners.** The winners will be selected randomly on April 30, 2021 at 12:00pm EST. If a potential winner did not comply with the Official Rules of this Giveaway, their entry will be void and Tenable will select an alternate winner in his/her place.
8. **Prizes.** There will be up to 400 winners receiving a Nessus t-shirt with a value of \$20.00 USD. 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. 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 Giveaway, 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 Giveaway 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 Giveaway. 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 Giveaway-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 Giveaway is not capable of running as planned for any reason, Tenable reserves the right, in its sole discretion, to cancel, modify or suspend the Giveaway 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 Giveaway. The Entrants' personal data may be used for the following purposes: (a) to contact potential winners; (b) in compliance with applicable laws, to send Entrants marketing communications, including via e-mail, about Tenable products and services; and (c) marketing purposes using the Entrant's tweet or submitted testimonial. You should direct any request to access, update or correct information to Tenable by emailing your request to [privacy@tenable.com](mailto:privacy@tenable.com). By participating in the Giveaway and accepting these Official Rules, you acknowledge and consent to the use of your data as set out above. By entering the Giveaway (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 GIVEAWAY, 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 GIVEAWAY, 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 Giveaway 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 Giveaway (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 Giveaway.
13. **Giveaway Results.** To request the name of the winner, send a self-addressed stamped envelope (citing Nessus Giveaway) to Marketing Department at Tenable, Inc., 6100 Merriweather Drive, Columbia, MD 21044. Requests must be received within thirty (30) days from the end date of the Giveaway Entry Period.