

COCKROACH LABS SWEEPSTAKES OFFICIAL RULES (“Official Rules”)

The capitalized terms used in these Official Rules shall have the meanings set forth below:

- “Sweepstakes”: Open Source North Sweepstakes
- “Sweepstakes Start Date”: June 5, 2024
- “Sweepstakes End Date”: June 5, 2024
- “Sweepstakes Period”: 1 day
- “Entry Criteria”: Visit Sponsor’s booth at the Open Source North event on June 5, 2024 and fill out the sweepstakes form.
- “Method of Selection”: Random prize draw
- “Prize(s)”: Xbox Series X or Playstation 5
- “Number of Winners”: 1
- “Total Approximate Value of Prize(s)”: Xbox Series X \$449 USD or Playstation 5 \$499 USD
- “Selection Date”: June 10, 2024
- “Notification Method”: Email
- “Claim Period”: 1 week
- “Sweepstakes Contact Information”: angerhofer@cockroachlabs.com

Additional Terms if Entry Criteria involves posting on social media:

- If you (“Entrant”) enter by posting content on social media (“Content”), you represent that your submission is your original work, and that such submission does not infringe upon any third party's proprietary or other rights. Upon entry, you unconditionally assign and transfer to Sponsor any and all rights which you have or may in the future have to such Content, including without limitation, the copyright therein, in any medium whatsoever. Sponsor will have the unrestricted right to use, publish, reproduce, display or otherwise distribute the Content however Sponsor deems fit without further approval of, or payment to, the Entrant. Sponsor has sole discretion to determine if the Content meets Entry Criteria.
- Content shall NOT: include trademarks, logos, or copyrighted material not owned by Entrant or used without permission (such as company names, music, photographs, works of art or images published on or in websites, television, movies or other media), other than the trademarks and logos of Sponsor; reveal any personal information about an individual, including such person’s name, address, phone number, or email address, or any other information that may be used to track, contact, or impersonate that individual; contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind, or any other offensive, indecent, obscene or inappropriate content; defame, misrepresent or contain disparaging remarks about other people or companies; or contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead, without permission.
- Content that does not comply with these Official Rules may be disqualified from the Sweepstakes.
- If Entry Criteria involves posting on Twitter:
 - Entrants found to use multiple accounts to enter will be ineligible to win the Sweepstakes. Multiple entries in a single day may not be accepted, at Sponsor’s sole discretion. Entrants must comply with the rules of the social media platform where they post the Content.

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, OR TO CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL

ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Sweepstakes will begin at the Sweepstakes Start Date and end at the Sweepstakes End Date. The Sweepstakes is sponsored by Cockroach Labs, Inc. (the "Sponsor"). ANY VIOLATION OF THESE OFFICIAL RULES BY ANY ENTRANT MAY RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED.

1. HOW TO ENTER: To enter, participants must meet the Entry Criteria during the Sweepstakes Period.

Participation in the Sweepstakes is free of charge and voluntary. Participation does not require you to purchase anything from the Sponsor. All entries are subject to these Official Rules. Unless otherwise specified above, one entry per person. You may unsubscribe from communications from Cockroach Labs at any time. By participating in the Sweepstakes you agree to the collection, use and processing of your personal data by Sponsor for the purposes of administering the Sweepstakes and for fulfillment/delivery/arrangement of the Prize and in accordance with the terms of Sponsor's privacy policy available at <https://www.cockroachlabs.com/privacy/>.

To enter the Sweepstakes by mail without completing the steps above, print your first and last name, complete address, city, state, zip code, daytime telephone number, date of birth, and e-mail address (if available) on a three-by-five-inch card. Put the card in an envelope, affix first-class postage, and send it to the Sponsor at the address set forth in Section 8 below, with attention to Cockroach Labs Sweepstakes. To be eligible the card must be postmarked within the Sweepstakes Period.

2. PRIZE: The Sweepstakes will have a Number of Winners that receive a Prize. If the Prize is a gift card, additional gift card terms and conditions apply. The odds of winning the Prize depend on the number of eligible participants. Allow 3-4 weeks after validation of arrangement for receipt of Prize. There is no substitution, cash equivalent or transfer of Prizes allowed. Winners will be solely responsible for all other expenses not specifically set forth herein. The Sponsor reserves the right to substitute Prizes of equal or greater value. No other substitution or transfer of Prizes permitted. The Sponsor is responsible only for Prize delivery; Sponsor is not responsible for Prize utility, quality or otherwise. In order to receive a Prize, a Winner may be required to provide proof of identification. THE WINNERS MUST PROVIDE ALL TRUE, COMPLETE AND ACCURATE INFORMATION REQUESTED BY THE SPONSOR TO FACILITATE THE DELIVERY OF THE PRIZE, AND BEARS ALL RESPONSIBILITY IN CONNECTION THEREWITH. All federal, state, provincial and local or other taxes on any Prize, including income and/or sales taxes, are the sole responsibility of the Winners. The Winners of any Prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the actual value of the Prize on the day the Prize is issued to Winners. If a Winner is a Canadian resident, he or she agrees to fully cooperate with Sponsor with regards to collection/reporting of U.S. federal withholding tax, as applicable. All entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional.

3. ELIGIBILITY: The Sweepstakes is only open to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all U.S. territories and possessions) and legal residents of Canada (excluding Quebec) who are 18 years or older at the time of entry the Sweepstakes Start Date. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each entrant represents that they have read these Official Rules and unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor and warrants that s/he is eligible to participate in the Sweepstakes. Failure to comply with the terms and conditions in these

Official Rules will result in disqualification, and will allow the Sponsor to select an alternate Winner. Employees, independent contractors, officers, and directors of the Sponsor, affiliates, subsidiaries, partners, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes. SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

4. SELECTION OF WINNERS: By the Selection Date, the Sponsor will randomly select the Winners from all eligible participants via the Method of Selection specified above. If a selected potential Winner is a Canadian resident, he or she must first answer, correctly and unaided, a time-limited, mathematical skill-testing question and if the question is answered incorrectly, the potential Winner will be ineligible to win. The Winners will be notified using the contact information provided when meeting the Entry Criteria and via the Notification Method specified above. The Sponsor may request certain information, including date of birth or age, from the Winners in order to confirm eligibility. The Prize must be claimed in full. In the event that a potential Winner does not accept the Prize within Claim Period, such potential Winner is ineligible, or the Prize or Prize notification is not deliverable to such potential Winner, then an alternate Winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify any potential Winner. The Winners agree to use of name, address, likeness, and/or Prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the Winners may be required to sign and return a Publicity Consent and Liability Release.

5. CONDITIONS: The Sponsor and its agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the “Released Entities”), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the Prize, or acceptance, possession, or use of the Prize, or from participation in the Sweepstakes; (vi) any printing or typographical errors in any materials associated with the Sweepstakes; or (vii) the fluctuation of the value of the Prize, any future inability to access the underlying media files connected to the Prize due to technological issues (including hacks), changes to legal or regulatory regimes or other causes beyond the reasonable control of Sponsor. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Sweepstakes should any unauthorized human intervention or other causes beyond the Sponsors’ control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In the event that proper administration of the Sweepstakes is prevented by such causes as contemplated above, the Sponsor will pick the Winners from all eligible, non-suspect entries received prior to such action. By participating in the Sweepstakes, participants and Winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Sweepstakes, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the Prize, and/or acceptance, possession, use or misuse of the Prize, including but not limited to statutory and common law claims for misappropriation or participant’s right of publicity. This Sweepstakes shall be governed by Delaware law.

6. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate. This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and

Sponsor, whether arising out of or relating to these Official Rules, the Sweepstakes, your participation in the Sweepstakes, the Prize, acceptance, possession, use or misuse of the Prize (including any alleged breach thereof), any advertising, any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Sweepstakes, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief. ***YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).***

c. Pre-Arbitration Dispute Resolution. Sponsor is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to the participant's satisfaction by emailing the Sweepstakes Contact listed above. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsor should be sent to Cockroach Labs, Inc., 125 W 25th Street, 11th Floor, New York, NY 10001 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

d. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If

the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sponsor will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sponsor will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Sponsor will pay reasonable attorneys’ fees should you prevail. Sponsor will not seek attorneys’ fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 6(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 6(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

7. WINNERS LIST: To obtain the first name, last initial, city and state of the Winners after the Selection Date, send a separate self-addressed, stamped envelope marked “Cockroach Labs Sweepstakes Winners List” to the Sponsor. Requests for winners list must be received no later than ninety (90) days from the Selection Date (residents of Vermont and Washington need not include return postage).

8. SWEEPSTAKES SPONSOR:

Cockroach Labs, Inc.
125 W 25th Street, 11th Floor
New York, NY 10001

9. NOTICE: The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

10. Copyright ©2023, Cockroach Labs, Inc. All rights reserved. Cockroach Labs and the associated logos are trademarks of Sponsor. Any other trademarks in these Official Rules are used for Prize identification purposes ONLY and are the properties of their respective owners.