

## OFFICIAL RULES FOR THE GOTO NINTENDO SWITCH SWEEPSTAKES

NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. **SPONSOR:** The Promotion is sponsored by GoTo Technologies USA, Inc., 333 Summer Street, 5<sup>th</sup> Floor, Boston, MA 02210 ("GoTo").
- 2. **ELIGIBILITY:** The GoTo Ninentdo Switch Sweepstakes (the "Promotion") is open only to legal residents of the following locations: United States, Canada, United Kingdom, Ireland, Germany, Austria, Switzerland, Belgium, Netherlands, Luxembourg, Denmark, Norway, Sweden, Finland, Iceland, Faroe Islands, Greenland, and Aland Islands, who are at least eighteen (18) years of age or have reached the age of majority in their jurisdiction of residence. Employees of GoTo Technologies USA, Inc., its affiliates and companies associated with the advertisement and marketing of the Promotion, as well as the immediate family and household members of each employee of the foregoing companies are not eligible. Participation in the Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules. GoTo's decisions with respect to the Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. **ENTRY PERIOD:** The Promotion begins at 12:00am ET on May 12 and ends at 11:59pm ET on June 30, 2025 (the "Entry Period"). Entries that are submitted before or after the Entry Period will be disqualified.
- 4. **How to Enter:** To enter the Promotion, eligible participants must be existing customer of a direct competitor of GoTo's LogMeln remote access solutions, who schedule a meeting with GoTo's Sales team during the Promotion Period and successfully attend and complete that meeting. Only one (1) entry per person and company is permitted. Meeting must be held within the Promotion Period to qualify. No purchase of GoTo products or services is necessary to enter or win.
  - Incomplete or piecemeal submissions WILL NOT BE ACCEPTED as entries and shall not be eligible for any prize. Entry is limited to one (1) unique entry per person and company during the entry period.
- WINNER SELECTION AND NOTIFICATION: Winner will be chosen by random drawing at 12 pm ET on July 1, 2025. The winners will be notified via email. Winners must acknowledge and respond to any direct message notice within 7 days of the date of notification or GoTo reserves the right to award a prize to the next runner up in the Promotion. No other notice will be provided. GoTo shall have no liability for any prize winning notification that is lost, intercepted or not received by any prize winner for any reason. If any prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such prize winner will be disqualified, and an alternate prize winner may be selected.
- 6. PRIZE(s): NINTENDO SWITCH 2 WILL BE RAFFLED TO FOUR SELECTED ELIGIBLE SUBMISSIONS. EACH NINTENDO SWITCH IS CURRENTLY VALUED AT \$449.99 PLUS THE VALUE OF SHIPPING AND HANDLING. Prizes are non-transferable and cannot be substituted for like value. GoTo reserves the right to substitute a prize of equal or greater value in the event a prize is not available at the time of award. ODDS OF WINNING. The odds of winning depend upon the number of eligible Entries received during the Entry Period.
- ADDITIONAL REQUIREMENTS OF PRIZE WINNERS AND SOME ENTRANTS: Except where prohibited, GoTo may require Entrants and Winners to sign and return an affidavit of eligibility, and a liability/publicity release ("Affidavit and Release"). The Affidavit and Release will be provided separately if it is required. All documents requested by GoTo, including the Affidavit and Release must be signed, notarized, and returned to GoTo within 14 days of receiving notice. Prize winners may also be required to provide a Social Security Number or similar for tax reporting purposes, if applicable. If you fail to sign and return any required documents within the required time period or you are otherwise ineligible to receive the prize, you will forfeit the prize. Prize winners may also be asked to provide content

for use by GoTo during the trip to chronicle the experience. Further, it is the responsibility of each Entrant to ensure accepting the Prize is permissible under applicable laws including any employee code of conduct by their employer, GoTo may disqualify winners where Entrant cannot demonstrate accepting the Price is permitted by their employer.

- 8. GENERAL CONDITIONS: Prize winners are solely responsible for any fees, taxes or other costs associated with receiving any prize. In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to, technical errors, tampering with Entries, winner selection, or any form or fraud, GoTo may, in its sole discretion, either (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes according to the best approximation of these Official Rules from among the eligible entries received up to the time of the impairment. GoTo reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Promotion or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law. Failure by GoTo to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The Promotion is subject to federal, state, and local laws and regulations and is void where prohibited. In the event of a dispute as to the owner of an Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- 9. **ASSIGNMENT OF RIGHTS; RELEASE AND WAIVER OF CLAIMS:** By participating, you assign to GoTo all right, title and interest in and to the Entry without any compensation. Your submission of an Entry and assignment of rights to GoTo constitutes your express acknowledgement that GoTo, its agents, licensees and assigns have the unconditional right and permission to reproduce, display, publish, publicly perform, modify, create derivative works from, and otherwise use your Entry for any purpose in any media throughout the world, without any requirement for additional review, compensation, or approval. You expressly agree to waive any claim and not to instigate, or authorize any action, against GoTo on the grounds that any use of the Entry, or any derivative work based upon or incorporating the Entry, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, privacy, publicity and moral rights.
- 10. DISCLAIMER. NEITHER GOTO, NOR ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, INSURERS, PREDECESSORS, SUCCESSORS OR REPRESENTATIVES (COLLECTIVELY, "GOTO ENTITIES") MAKE OR GIVE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROMOTION, OR ANY PRIZE OR ENTRANT'S PARTICIPATION IN THE PROMOTION. THE GOTO ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM THE PROMOTION OR ANY CAUSE, OCCURRENCE OR CONDITION THAT MIGHT CAUSE THE PROMOTION TO BE DISRUPTED, SUSPENDED OR CORRUPTED, INCLUDING: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; AND (IV) THE DOWNLOADING OF ANY MATERIAL IN CONNECTION WITH THIS PROMOTION.
- 11. **RELEASE AND LIMITATION OF LIABILITY:** GoTo shall not be liable for any claims, demands, damages and causes of action or any costs or expenses relating to the foregoing, arising out of or relating in any way to the Promotion or any prize. By participating in this Promotion, you hereby release and discharge the GoTo Entities from any and all claims, demands, damages and causes of action of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, and in particular any from all claims, demands, damages and causes of action of every kind and nature for damages actual and consequential, past, present, and future, arising out of, or in any way relating the Promotion, the administration of the Promotion, any prize awarded, the use or misuse of any prize, and any publicity, advertising or promotion relating to the Promotion and/or the prize, and/or acceptance, possession, use, or misuse of the prize. It is understood and agreed that this is a full, complete, and final general release of any and all claims described as aforesaid, and you agree that it shall apply to all unknown, unanticipated, unsuspected, and undisclosed claims, demands, liabilities, actions or causes of action, in law, equity or otherwise. You have read and fully understand the contents of section 1542 of the Civil Code of the Commonwealth of Massachusetts, and that section and the benefits thereof are expressly waived. Section 1542 reads as follows:

"Section 1542. (General Release - Claims Extinguished.) A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

- 12. **DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of GoTo in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Massachusetts.
- 13. PROMOTION CONTACT: Questions regarding this Promotion may be submitted to: Julie.hammond@goto.com