



#MyAPIStory Terms and Conditions

Last updated: September 28, 2023

Campaign Rules / Regulations / Asset Usage Agreements

Step into the spotlight and unleash your API brilliance with #MyAPIStory! Share your tale of innovation, triumph, and API magic to become a Kong API Innovator, get sent some Kong swag, and enter to win our ultimate prize!

Terms and Conditions are as follows:

- Submissions must be submitted between July 12, 2023, and October 13, 2023. (Previously Midnight September 30, 2023; extended due to a brief interference the week of September 18, 2023.)

Judging Process and Criteria. Judges will read and score all entry forms, considering any supporting materials submitted. Judges will be asked to give a score for each question within the entry form, as listed in the bullet points below.

These will be combined to give an overall score for each entry. All judges' scores will then be combined and the highest-scoring entry will be selected as our grand prize winner.

All entries will be scored on a scale of 0-100.

Are submitted blurbs clear in telling your story as an API Innovator with the help of Kong solutions? Up to 20 points.

Do submitted blurbs feature:

- Why you love APIs/ how APIs have allowed you to innovate? Up to 20 points.
- Why you chose Kong as an API solution/ Outline the benefits and impacts from utilizing Kong as a solution, including data points where possible. Up to 20 points.
- A summary of your project/ use case and what makes it recognition worthy. Up to 20 points.

Judges will consider the creativity, structure, presentation and clarity of each entry. Up to 20 points.

If appropriate you may include up to three pieces of supporting materials.

Submitted blurbs do not need to directly mention which version of Kong you are using

- If you are an Enterprise level customer, we would love to hear that.
- If you are an OSS user, your story can speak more broadly to the groundbreaking work you are doing as an API Innovator with the help of Kong solutions

The entry with the highest total score will be the winning entry. In the event of a tie in overall score, the entry with the highest creativity points will win, and in the event of a continued tie, the entry with the highest points for product promotion and then adherence to theme will win.

Eligibility. This is a trade promotion sweepstakes. Eligibility is limited to persons at least eighteen (18) years of age. The giveaway is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. Employees (and their immediate families and household members) of the Sponsor, its parents, affiliates, subsidiaries, advertising and promotion agencies are not eligible.

Prizes. Eligible entries will be reviewed by our judges, where 1 lucky grand prize winner will be sent home with an original Donkey Kong Arcade, a PS5 + God of War Gaming Pack, a new PC, and a Kong Swag Pack. Winner will be sent communication between October 14 - November 17, 2023.

Prizes available only while supplies last. Sponsor may substitute a prize of comparable value. Prizes may be reported to the Internal Revenue Service as income to the winner. All taxes on prizes are the sole responsibility of the winner.

Conditions of Participation. Participants agree to be bound by these rules and all decisions of the Sponsor's sweepstakes judges, whose decisions will be final. Prizes must be claimed within 30 days of receiving notification of winner selections or will be forfeited. All entries become the property of Sponsor and will not be acknowledged or returned. Sponsor shall not be responsible for registration errors or for lost, late or misdirected mail (including e-mail), or telecommunication or computer hardware or software failures. If, for any reason, the fairness or integrity of the sweepstakes becomes compromised, Sponsor reserves the right to terminate or modify the sweepstakes, and to disqualify any individual who tampers with the entry process or the administration of the sweepstakes.

No purchase is necessary to enter or win, and purchase will not affect your odds of winning. 1 entry per person but there is no limit to the number of entries per company. Incomplete survey results will not be counted. All valid entries registered or received by Kong (the "Sponsor") between July 11, 2023 and Midnight October 13, 2023, PST. (Previously Midnight September 30, 2023 PST; extended due to a brief interference the week of September 18, 2023.) ("**Entry Deadline**") will be eligible. Sponsor assumes no responsibility for late, lost, damaged, misidentified or misdirected entries.

Prize Notification and Publicity Permission. The Prize winners will be selected through a judging process. Winners will be notified through email and social media. Prizes only available while supplies last. Sponsor makes no warranties with regard to the Prizes. The Prizes are not transferable and the winner has no right of substitution (in cash or otherwise). Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. Acceptance of a prize constitutes winner's permission for the Sponsor to use winner's name, photograph, likeness, voice, biographical and professional information and statements for advertising or publicity purposes, worldwide, and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.

Sponsor. The Sponsor of this promotion is: Kong Inc. 77 Gear Street, 5th Floor, San Francisco California, 94108.

Use of information. I acknowledge that the information and materials provided in this nomination on my behalf are used by the following natural and legal persons: (i) by Kong Inc., subsidiaries of Kong Inc. and employees and consultants of Kong Inc. and its subsidiaries in connection with the competition to assess the nominations and to create a press release if I am chosen as a finalist and/or winner of the competition; (ii) by Kong Inc., subsidiaries of Kong Inc. and employees and consultants of Kong Inc. and its subsidiaries to discuss possible business opportunities with me, including with third parties. I declare that I agree with the use of this information for these purposes and hereby confirm and declare that I have obtained all authorizations, declarations of consent and waivers necessary for the use for these purposes. I also declare that I agree that such information may be used for research, education and other purposes, provided my identity or the identity of the company are not disclosed to anyone other than by Kong Inc., subsidiaries of Kong Inc. and employees and consultants of Kong Inc. and its subsidiaries.

In light of my participation in the competition, I hereby release indefinitely on behalf of myself and on behalf of my successors, executor and administrator (i) Kong Inc. and its subsidiaries,(ii) the partners, employees, vicarious agents, shareholders, representatives, successors, and assignees of all legal entities listed above and (iii) the juries from all liabilities, claims, complaints, damages, costs or expenditure of any kind that stem from or are in any way related to my participation in the competition, including (without restriction) from all information or materials that were provided in connection with this nomination, all reviews of information/background investigations carried out in connection with my participation in the competition, all events, celebrations or advertising activities connected to the competition and/or to my participation in the competition, and the decisions of the juries regarding this nomination and/or my participation in the program.

I hereby grant Kong Inc. and its subsidiaries, and those acting on behalf of the legal entities listed above the non- exclusive and transferable right (with no obligation) to use, process, publish and freely reproduce my name and images, in particular my biographical data, pictures, portraits, photos, films, video recordings, recordings of my voice or written statements which I have provided in connection with the competition, in particular for the creation and publication of marketing materials, advertising materials and reports, videos and other materials, whether these are intended for an internal or external audience. I declare that I agree that neither I nor my company will receive compensation for such use. I acknowledge that Kong Inc. may utilize quotes shared within #MyAPIStory for social and marketing materials and/or may reach out to me in the future.

Limitation of liability. Kong Inc., its subsidiaries, and the independent juries are under no circumstances liable to me, the company or to any affiliates (or to any successors or permissible assignees) for any accidental, indirect, exemplary or specific damages, consequential damages or financial penalties (including the loss of profits, data, transactions or goodwill) in connection with the competition. This applies irrespective of whether the liability is based on a breach of contract, an illegal act, absolute liability, breach of guarantee, failure to achieve an essential purpose or other grounds and whether the natural and legal persons mentioned above were notified of the probability of such damages.

Revocation. I acknowledge that I may be denied any award and that I may no longer be allowed to be recognized as the winner of an award if I am involved or suspected to be involved in activities that could reflect adversely on the competition.



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