

New Relic, Inc.

FutureStack Berlin Arcade Game Machine

Prize Draw Promotion

1. New Relic, Inc of 188 Spear Street, Suite 1000, San Francisco, CA 94105 (the "Promoter") is running a prize draw offering entrants a chance to win a Street Fighter® arcade game machine worth €450 (approximately \$442 USD depending on exchange rates) (the "Prize") by entering into this prize draw competition (the "Prize Draw").
2. These terms and conditions are mandatory for the Prize Draw. Entrants agree to be bound by these terms and conditions, which are a contract, and entrants should read them carefully before entering the Prize Draw. By participating in the Prize Draw, entrants will be deemed to have accepted and agreed to be bound by these Prize Draw terms and conditions. In addition, these terms and conditions will remain available, at least for the Prize Draw Period (defined below) at <https://newrelic.com/events/2022-10-19/emea-futurestack-berlin>, from where they can be printed or downloaded.
3. The Prize Draw is open to residents of Germany (the "Participating Country").
4. Any resident of a Participating Country aged 18 or over at the time of entry, may participate in and enter the Prize Draw, provided that (i) they comply with the instructions and requirements set out in these terms and conditions and (ii) they agree to provide certain personal data to the Promoter. The winner may be required to provide proof of age to accept the prize. Employees of the Promoter and other persons connected with the administration of the Prize Draw are **not** eligible to enter the Prize Draw.
5. Subject to paragraphs 3 and 4, there are no geographical restrictions on entry into the Prize Draw.
6. Entry into the Prize Draw opens at 08:00 Central European Time on 21 September 2022 and closes at 18:00 Central European Time on 19 October 2022 (the "Prize Draw Period"). To enter the Prize Draw, entrants must, during the Prize Draw Period, be one of the first 100 registrants for the Promoter's FutureStack Berlin event, which entrants must register for at <https://newrelic.com/events/2022-10-19/emea-futurestack-berlin>, and subsequently attend the Promoter's FutureStack Berlin event on 19 October 2022.
7. No purchase is necessary to enter the Prize Draw itself, although payment may be required to attend the FutureStack Berlin event.
8. There is a limit of one entry per person to the Prize Draw. Multiple entries from the same entrant to the Prize Draw will be discounted.
9. There is one Prize, and there will be one winner of the Prize Draw.
10. Following the expiry of the Prize Draw Period, on 20 October 2022 (this date will be different to the extent paragraph 13 applies), the Promoter will randomly select one entrant from all qualifying entrants into the Prize Draw. There will be an independent observer present at the time of the draw. The winning entrant will win the Prize, subject to paragraph 13.
11. The Promoter will notify the winning entrant via the email address provided by the entrant on entering the Prize Draw (the "Notification"), within 72 hours after selecting the winning entrant.
12. The winning entrant will have 7 days from the date on which the Notification was sent to claim the Prize. After the winning entrant has claimed the Prize, the Promoter will post the Prize to the address provided by the winning entrant.
13. To the extent that the winning entrant does not claim the Prize within the specified 7 day time frame, the Promoter may select another winner at random and the steps at paragraphs 10, 11 and 12 will be repeated.

14. The Prize is non-transferable, non-refundable and cannot be exchanged for any other product or cash alternative in whole or in part.
15. Entrants will need an internet connection in order to participate in the Prize Draw. No refund may be claimed for expenses incurred in participating in the Prize Draw, including in relation to the use of the internet.
16. Entries that are incomplete, misdirected, lost, delayed, damaged or corrupted due to any computer malfunction, virus, bug, delay or other reason whatsoever will not be accepted and the Promoter accepts no responsibility for them.
17. Should an entrant win the Prize Draw, the Promoter may mention the entrant by name on the Promoter's website, blog and/or social media posts and any other marketing collateral of its choosing, or disclose the name and nationality of the winner to a third party upon request. This right of the Promoter is without any time or territorial limit, for promotional purposes, free of charge and without any obligation to pay any economic consideration. In the event of withdrawal of authorisation, the damages resulting from such withdrawal shall be paid, which shall in no case be less than €5,000. The use and diffusion, for the aforementioned purposes, may be carried out through internal and external media (website, blog, social media, etc.). External media are managed by third parties that operate independently of the Promoter and its authorised persons or entities. External media may have their own privacy notices or policies. The Promoter is not responsible for the content, use or privacy practices of these external media.
18. The Promoter reserves the right to exclude any entries that it believes to be fraudulent or non-compliant with the eligibility criteria in these terms and conditions. The Promoter further reserves the right to exclude any entrant who the Promoter believes has contravened any of these terms and conditions and if applicable to select an alternative winner at random, at its own discretion. The exclusion of a participant, for any reason whatsoever, entails the loss of all rights deriving from their status as a participant.
19. The decisions of the Promoter in respect of this Prize Draw and each Prize Draw are final and no correspondence will be entered into in this respect.
20. If for any reason any aspect of the Prize Draw is not capable of running as planned then, to the extent permitted by law, the Promoter may in its absolute and sole discretion suspend, cancel, terminate or modify the Prize Draw without any liability to any entrant or any other person. Entrants must take their own precautions (including but not limited to installing adequate protective measures to guard against software viruses and ensuring that up-to-date copies are made of all data) to protect entrants against loss or damage.
21. The Promoter reserves all intellectual property rights over the Promoter's website, blog and/or social media and all materials related to the Prize Draw. These terms and conditions do not constitute or grant any licence or assignment of intellectual property rights to entrants over any such social media, blogs, websites and/or materials.
22. You, the participant, consent to the Promoter using your name, email address, mailing address (your personal data) in connection with the Prize Draw and the activities stated in paragraph 17, corporate investor relations, memoranda, presentations and associated publications. Please note, you can withdraw your consent at any time by emailing legal@newrelic.com with your contact details and can at any time exercise your rights of access, rectification, suppression, limitation, opposition and/or portability in the manner set out in the Promoter's policy on data protection and privacy which contains all relevant information on the processing of data.
23. The Promoter will use your personal data on the basis of your consent as outlined above. However the Promoter may also use it when it is necessary for the Promoter's legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests (for example or where processing is required for managing our relationship with you, to maintain a record of your contact details in case we need to contact you and to keep our records updated or where we need to comply with a legal or regulatory obligation, such as keeping a record of your consent). The Promoter may share your personal data with third parties such as for prize fulfilment purposes, IT providers and internally within the Promoter's group in connection with the Prize Draw. The

Promoter requires all third parties to respect the security of your personal data and to treat it in accordance with the law. For further information on how the Promoter processes personal data please refer to <https://newrelic.com/termsandconditions/privacy>. When processing personal data, the Promoter will comply with the provisions of the EU General Data Protection Regulation (GDPR).

24. To the fullest extent permitted by law and excluding death or personal injury caused as a result of negligence, the Promoter accepts no liability for loss or injury as a result of the Prize Draw or receipt or misuse of any products that any entrant receives as a result of the Prize Draw.
25. If any term of these terms and conditions are found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these terms and conditions and this will not affect the remainder of these terms and conditions which will continue in full force and effect.
26. To the extent permitted by law, these terms and conditions and the Prize Draw are governed by the laws of England and Wales. To the extent permitted by law, the Promoter and all entrants agree to submit to the exclusive jurisdiction of the English courts.
27. STREET FIGHTER® is a registered trademark of CAPCOM CO., LTD, which does not sponsor, authorize or endorse this sweepstakes.