

## Lambda Golden Ticket Sweepstakes Terms and Conditions

This Lambda Golden Ticket Sweepstakes (“Sweepstakes”) is sponsored by Lambda, Inc. (“Sponsor” or “Lambda”), a Delaware Corporation located at 2510 Zanker Road, San Jose, California 95131. Except as modified herein, your participation in this Sweepstakes will be governed by the terms and conditions set forth below (the “Official Rules”).

- A. **Eligibility.** The Sweepstakes is open to residents of the 50 United States and D.C., who are 18 years of age and older as of the date of entry, unless otherwise restricted. You must be a direct customer of Lambda, signed-up to our Cloud with a business email domain. **Only accounts that have been successfully invoiced for October usage will be eligible for prize drawing.**
- B. **Sweepstakes Period.** The Sweepstakes begins at 8:00 AM Eastern Time (“ET”) on October 3, 2024, and ends at 11:59 PM ET on October 31, 2024 (the “Sweepstakes Period”). Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend this Sweepstakes for any reason. In such case, Sponsor will select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor does not assume liability for lost chances of winning.
- C. **Entry Method.** During the Sweepstakes Period, eligible participants may enter this Sweepstakes by:
  - i. Creating a Lambda, Inc. account using a valid US business email domain and earn one (1) ticket entry; AND
    - a. Spending \$100-\$999 or more in our Public Cloud on **any NVIDIA H100 Tensor Core instance** in October and earn one (1) ticket entry; **OR**
    - b. Spending \$1,000 or more in our Public Cloud on **any NVIDIA H100 Tensor Core instance** in October and earn five (5) ticket entries.

Entries will be calculated at the individual account level. All spending by users within the same business email domain will be aggregated for ticket entry purposes. Regardless of the entry method used, each eligible participant (as described in Section A) is limited to five (5) entries for the entire Sweepstakes Period

- D. **Prize.** One (1) Winner will receive one (1) **96GB NVIDIA** GPU instance assigned to Winner’s account (the “Prize”) providing full-time access for a period of six months at no cost (approx. value of \$18,532.80). The Prize is non-assignable, non-transferable, and cannot be redeemed for cash or exchanged for any other prize. The Winner is solely responsible for any applicable taxes, fees, or surcharges associated with the Prize. This Sweepstakes does not confer any intellectual property rights, title, or interest in the Prize to the Winner.
- E. **Drawing.** Following the conclusion of the Sweepstakes Period, one (1) winner (“Winner”) will be selected in a random drawing from among all eligible entries received, to be held on or about November 6, 2024. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. **ALL POTENTIAL WINNING ENTRIES ARE**

SUBJECT TO VERIFICATION OF ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES BY SPONSOR, WHOSE DECISIONS ARE FINAL.

- F. **Winner Notification.** Winner will be notified via email and must respond and may be required to sign and return an affidavit of eligibility and release within 10 days from the date of notice. Sponsor is not responsible for any delay or failure to receive notification for any reason. Failure to respond within the applicable time period will result in forfeiture of the Prize and Sponsor shall have the option to award the Prize to an alternate winner. Winner hereby acknowledges and agrees that acceptance of the Prize:
- i. Grants Sponsor use of Winner's name, likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law; and
  - ii. Requires compliance with [Lamba's Cloud Terms of Service](#) which are hereby incorporated by reference.
- G. **LIMITATION OF LIABILITY.** By entering this Sweepstakes, participants waive all right to, and hold the Sponsor, its subsidiaries, affiliates, partners, representatives, agents, successors, assigns employees, officers and directors harmless from all claims, liabilities, losses, damages (including punitive, incidental, and consequential damages), costs and expenses (including, without limitation attorneys' fees) of any nature whatsoever whether known or unknown now or in the future, directly or indirectly, in whole or in part, arising out of or in connection with their participation in this Sweepstakes or any Sweepstakes-related activity, or their acceptance, possession, use or misuse of the Prize in any way (including any tax liabilities). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
- H. **CHOICE OF LAW.** Except to the extent preempted by federal or other applicable state law, participants agree that all matters arising out of or relating to this Sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of California, without giving effect to any of its conflict of law provisions thereof. Participants further agree that any legal suit, action, or proceeding arising out of or relating to this Sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in San Francisco County, CA.
- I. **PRIVACY.** Information provided by participants for this Sweepstakes is subject to [Lamba's Privacy Policy](#). By entering this Sweepstakes, each participant agrees that the Sponsor may be contacted by phone, direct message, or email accounts to administer and fulfill this Sweepstakes.
- J. **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.** As an alternative means of entry ("AMOE") (if you have not entered the Sweepstakes through the method C(i) above), any person may enter this Sweepstakes by submitting a postcard and legibly handwriting your complete name, mailing address, email address, and date of birth for this Sweepstakes and drop off in person at the Sponsor's offices located at 2510 Zanker Road, San Jose, California 95131 ("Sponsor's Place of Business") at any time from 9:00 a.m. to 5:00 p.m. during the Sweepstakes Period. Void where prohibited by law and outside the United States. Subject to all federal, state and local laws, regulations, and ordinances.