

IRONSCALES 2024 Phishing Tournament Terms and Conditions and Contest Rules

1. Eligibility: The IRONSCALES 2024 Phishing Tournament contest (the "Contest") is open to IRONSCALES Customers (Starter, IRONSCALES Protect, Email Protect, and Complete Protect) who sign up at <https://secure.ironscALES.com/ironscALES-phishing-tournament>. The Contest is governed by these terms and conditions, as well as any accompanying rules (such as any rules set forth in the registration page) (collectively, the "Terms").

By agreeing to these Terms, or by otherwise entering into the Contest, You (as defined below) are agreeing to be bound by these Terms, which constitute a binding agreement between You and Ironscales, Inc. ("**Ironscales**", "**Sponsor**", "**we**", "**us**", and "**our**").

Unless the context clearly requires otherwise, references herein to "**You**" and "**Your**" means your employer organization that you represent; accordingly, you represent and warrant that: (A) you are at least 18 years of age, (B) that you and your employer organization meet all eligibility requirements set forth in the Terms and your employer organization's policies, and (C) that you have the authority to enter into these Terms on your employer organization's behalf.

This Contest is subject to US federal, state, and local laws and regulations, and void where prohibited by law.

Ironscales' employees and directors (collectively the "**Employees**"), as well as members of an Employee's immediate family and/or those living in the same household as Employees, are ineligible to participate in the Contest.

2. Sponsorship. Ironscales is the sponsor of this Contest. Ironscales is located at 6 Concourse Parkway, Suite 1600 Atlanta, GA 30328. Sponsor will conduct the Contest substantially as described in these Terms. Notwithstanding the foregoing, any Ironscales obligation may be performed, and any Ironscales right or remedy may be exercised, under these Terms by a corporate subsidiary or affiliate of Ironscales (each, an "**Affiliate**"). Accordingly, and where applicable, references herein to "Ironscales" or "Sponsor" shall also be deemed to extend to such Affiliates.

3. Agreement to Terms: By entering into this Contest, You agree to abide by these Terms, as well as all Sponsor decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time, at

the Sponsor's sole discretion. You also agree to accept the decisions of the Sponsor in connection with this Contest as final and binding.

Participants will not be able to select who does and does not receive the simulation campaign(s). Ironscales will use its discretion in selecting mailboxes while working to avoid shared mailboxes.

4. Contest Entry Period: This Contest registration begins on September 9, 2024 at 0:00 EST and ends on September 30, 2024 at 23:59 EST ("Entry Period"). To be eligible for the Contest, entries must be received within the Entry Period.

5. How to Enter: Eligible entrants can enter the Contest by submitting an entry via the online form provided at <https://secure.ironsscales.com/ironsscales-phishing-tournament>. As a participant, Your entry must fully meet all Contest requirements, as specified in the Terms, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Terms may be disqualified at the Sponsor's sole discretion. You only need to register once for participation. Multiple entries do not increase the odds of winning.

Ironscales has no obligation to monitor or moderate the Contest or any communications or actions therein; however, Ironscales may from time to time, in its sole discretion, without notice, and whether through the Contest functionality or otherwise: (a) choose to monitor and/or moderate the Contest, block activity under the Contest, as well as change the parameters of the Contest; (b) change, cancel, suspend, or modify any aspect of the Contest; and/or (c) remove or disqualify any participants from the Contest.

To opt. out of the contest, you must submit an email to IRONSCALES support (support@ironsscales.com) stating that you want to opt your organization out of the contest.

6. Prizes: The winner(s) of the Contest (each, a "**Winner**") will receive a trophy and a badge to display (at your discretion) on Your website or social media profile. The prize has no monetary value. Multiple winners may be selected based on the number of participants.

The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable, and the Winner shall not transfer or otherwise share the prize to or with others. The Winner, upon acceptance of the prize, is solely responsible for all costs and expenses related to the prize, including without limitation any and all local, state, and federal taxes. If there is any tax, duty, governmental charge, or other like charges levied on, or otherwise associated with, any prize, the Winner is solely responsible for paying it. Prizes have no

monetary value, and may not be redeemed for cash (and the Winner shall not request the cash equivalent or prize substitution).

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Winner(s) will be selected by the Sponsor's panel of judges assessing skills and results of ghost (hidden) phishing simulation test campaign(s). The Sponsor's selection of the Winner(s) shall be final, binding, and non-contestable. The Sponsor will notify the Winner(s) by email after November 4, 2024. The Sponsor shall not be responsible or liable for a Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be responsible or liable for a Winner's provision of incorrect or otherwise non-functioning contact information. If a Winner (1) fails to claim the prize within 7 days from the time the award notification was sent, (2) is found ineligible, or (3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize is conditioned upon compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE TERMS, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) MAY BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by You: By submitting an entry into and participating in this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the successors and assigns of the Sponsor shall, where permitted by law, have the right to send Your users a hidden phishing simulation email and collect data on Your users' participation in the campaign to score the Contest.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Contest. The Sponsor, in the event of any of the above issues, may determine the Winner(s) based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Participants who tamper with or attempt to tamper with the operation or entry process of the Contest or website, or violates these Terms, may be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Contest, to void votes for any reason (including, but not limited to multiple entries from the same user; multiple entries from the same company the use of bots, macros, scripts, or other technical means for entering). Attempts by any entrant to deliberately damage any website

or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law (in addition to all other rights and remedies available under these Terms, at law, and/or in equity).

11. Disclaimers; Release; Limitation of Liability; Indemnity:

Except for obligations expressly undertaken by Sponsor under these Terms, Sponsor has no obligations under these Terms or otherwise in connection with the Contest. ANYTHING PROVIDED, TRANSMITTED, OR MADE AVAILABLE BY OR ON BEHALF OF SPONSOR UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS OR THE CONTEST (SUCH AS PRIZES), ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND DEFECTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET POSSESSION, NON-INFRINGEMENT, TITLE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY SPONSOR, ITS LICENSORS, AND SUPPLIERS.

You hereby irrevocably and unconditionally release and forever discharge (and shall release and forever discharge) Sponsor, its personnel, directors, shareholders, advertising and promotion agencies, and Contest-related suppliers, licensors, administrators, partners, and representatives (collectively, the "**Released Parties**") from, and waive, any and all Contest-Related Claims (defined below). "**Contest-Related Claims**" means any claims, demands, damages, losses, liabilities, costs, and expenses caused by, arising out of or in connection with, or otherwise related to, participation in the Contest (including, but not limited to, any property (whether tangible or intangible) loss or damage, reputational loss or damage,

personal injury or death caused to any person(s), and/or the awarding, receipt and/or use or misuse of the Contest or any prize) in the past, present, or future.

NEITHER SPONSOR NOR ANY RELEASED PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER (SUCH AS DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES; SUCH AS LOST PROFITS, BUSINESS, OPPORTUNITY, SAVINGS; SUCH AS LOSS OF, OR DAMAGE TO, DATA, REPUTATION OR GOODWILL) UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS OR THE CONTEST. THE FOREGOING

EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF SPONSOR OR ANY RELEASED PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (C) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION, OR OTHERWISE. TO THE EXTENT ANY COURT OF COMPETENT JURISDICTION DOES NOT ALLOW THE EXCLUSION OF DIRECT DAMAGES, THE COMBINED AGGREGATE LIABILITY OF SPONSOR AND ALL RELEASED PARTY UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS OR THE CONTEST, SHALL BE CAPPED AT **FIVE US DOLLARS (USD \$5)**.

If Sponsor incurs or suffers any loss or liability whatsoever (including but not limited to a fine, penalty, damages award, legal costs and expenses such as attorney's fees, etc.) under or in connection with any demand, claim, suit, or proceeding made or brought (whether by an individual, organization, or governmental agency) against Sponsor and/or its personnel (each, a "**Claim**"), and such Claim arises directly or indirectly from any breach by You under these Terms and/or your Contest activities, you agree to: (a) indemnify and hold harmless Sponsor and its personnel for such losses and liabilities; and (b) if requested by Sponsor, defend Sponsor against the Claim at your own cost and expense.

12. Governing Law; Disputes: These Terms (including without limitation the validity and any termination hereof) shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without regard to any conflicts of laws rules or doctrines. Any claim, dispute or controversy under, or otherwise in connection with, these Terms or the Contest (a "**Dispute**") shall be subject to the exclusive jurisdiction and venue of the courts located in Atlanta, Georgia. You hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. Notwithstanding the foregoing, Sponsor reserves the right to seek equitable relief (such as injunctive relief) in any court worldwide of competent jurisdiction.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Ironscales website. [Click here](#) to read the Privacy Policy.

14. Winners: We will not announce Winners or any results of the Contest publicly; Winners are free to promote their victory, at their own discretion.

15: Relationship between You and Sponsor: The relationship between You and Sponsor is solely that of independent contractors. Nothing in these Terms, in Your Contest capacity, and/or in connection with your Contest activities shall be deemed or construed to give rise to any employment relationship between you and Sponsor, or any other relationship (such as partnership, merchant and consumer, joint venture,

sponsorship, franchise, affiliate, or agency relationship) between You and Sponsor. You have no right, power or authority to do (and you shall not purport to have the right, power or authority to do) any of the following: (a) undertake, incur, or assume any obligation, liability or commitment on behalf of Sponsor; (b) make or offer any promises, representations, warranties, or guarantees about Sponsor, the Contest, or any Sponsor products or services. Any right or discretion that Sponsor has (or may have) under these Terms to instruct and/or oversee your Contest activities, is solely to ensure the integrity and goodwill of the Contest. Moreover, it is acknowledged and agreed that no Contest participant is being solicited (and nothing herein shall be construed as soliciting a Contest participant), in any capacity whatsoever (whether as an employee, contractor, or otherwise), to provide any goods or services to Sponsor or any third party. If any obligation (such as an obligation to pay tax or social security) or liability (such as a fine) is imposed upon Sponsor in connection with a determination (whether by a court or a governmental agency) that a relationship (other than an independent contractor relationship) exists between You and Sponsor, You agree to indemnify and hold harmless Sponsor from and against such obligation and liability.

15. Miscellaneous:

- No Disparagement. In connection with Your participation in the Contest, You must not (a) engage in any deceptive, misleading, or unethical practices that are or might be detrimental to Sponsor or its products or services, (b) make any disparaging statement about Sponsor or its products or services, (c) misrepresent the nature or scope of your status within the Contest or the relationship between You and Sponsor hereunder, and/or (d) otherwise cause harm to Sponsor's good name and business reputation.

- Legal Compliance. In connection with Your participation in the Contest, You must comply with all applicable laws, such as export control laws and regulations, and bribery or anti-corruption laws.

- No Sponsorship. The Contest is in no way sponsored or endorsed by, or associated with, any third party.

- Entire Agreement. These Terms represent the entire agreement between You and Sponsor (and supersede any prior or contemporaneous agreements or understandings, whether

oral or written, between You and Sponsor) relating to the subject matter hereof. Certain Contest-related features, benefits, tools, and/or other items or services made available by Sponsor to You, may be subject to their own respective terms and conditions (each, "Supplemental Terms"). Unless the Supplemental Terms expressly state otherwise, each set of Supplemental Terms shall be deemed in addition to these Terms (and are hereby incorporated into these Terms by reference), and to the extent of any conflict between these Terms and the Supplemental Terms, the Supplemental Terms shall prevail. For the avoidance of doubt, it is acknowledged and agreed that these Terms are not a part of or supplemental to, do not constitute any amendment of, and do not constitute any activity or other performance under, your Ironscales product/service subscription or license agreement.

- Modifications to these Terms. Sponsor may, from time to time and in its sole discretion, modify these Terms, and Sponsor will endeavor to (but does not guarantee that it will) notify You of the updated Terms (the "Updated Terms"). In any event, the most current Terms will be available at: <https://20641927.fs1.hubspotusercontent-na1.net/hubfs/20641927/IRONSCALES-Phishing-Tournament-Contest-Rules.pdf>. The Updated Terms will take effect upon the date specified in a notice given to you (or, if no notice is given, or no date is specified, then ten (10) days after the date such Updated Terms are posted online). So please check these Terms periodically. If You object to the modification(s), then, as your sole remedy, and Sponsor's sole liability, you may terminate your participation in the Contest.

- Severability. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of these Terms shall remain in full force and effect; and (b) You and Sponsor agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and these Terms shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

- Assignment. Sponsor may assign these Terms (or any of its rights and/or obligations hereunder) without Your consent, and without notice or obligation to You. You may not assign these Terms (or any of your rights and/or obligations hereunder) without Sponsor's prior express written consent. Any prohibited assignment shall be null and void. Subject to

the foregoing, these Terms bind and benefit each party and its respective successors and assigns.

- Remedies. Except as may be expressly stated otherwise in these Terms, no right or remedy conferred upon or reserved by any party under these Terms is intended to be, or shall be deemed, exclusive of any other right or remedy under these Terms, at law or in equity, but shall be cumulative of such other rights and remedies.

- Waiver. No failure or delay on the part of any party in exercising any right or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by Sponsor, the writing must be duly signed by an authorized representative of Sponsor), and shall be valid only in the specific instance in which given.

- Language; Electronic Contract. The language of these Terms is expressly agreed to be the English language. By entering into these Terms, You hereby irrevocably and unconditionally waive to the maximum extent legally permitted, any law applicable to You requiring that these Terms be localized to meet your language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.

By submitting Your registration, You have affirmatively reviewed, accepted, and agreed to all of these Terms.