

**OFFICIAL RULES FOR ARROW ELECTRONICS, INC.'S**  
**PSoC 64 GIVEAWAY**

**NO PURCHASE NECESSARY TO ENTER. ONLY ONE ENTRY PER PERSON. OPEN TO ELIGIBLE PERSONS AGE 18 OR OLDER. VOID WHERE PROHIBITED. SUPPLIES ARE LIMITED. ALL FEDERAL, PROVINCIAL, STATE, AND LOCAL REGULATIONS APPLY.**

**INTRODUCTION**

These rules ("Official Rules") govern the PSoC 64 ("Giveaway") being conducted by Arrow Electronics, Inc. ("Arrow") and in connection with webinar titled "Building Connected, Secure IoT Devices: An Arrow, AWS, and Infineon Hands-On Virtual Workshop" scheduled for March 18, 2021 ("Workshop"). By participating in the Giveaway, you agree to abide by and be bound by these Official Rules, as well as (i) the Terms of Use of the Website (<https://www.arrow.com/en/legal/terms-of-use>), (ii) the Arrow Terms and Conditions of Sale (<https://www.arrow.com/en/legal/terms-and-conditions-of-sale>), and (iii) the Terms and Conditions of Export (<https://www.arrow.com/en/legal/terms-and-conditions-of-export>) ((i)-(iii), collectively, "Arrow Terms"), which are incorporated herein by reference. To the extent there is any inconsistency between these Official Rules and any Arrow Terms, these Official Rules shall take precedence over the Arrow Terms.

**GIVEAWAY ADMINISTRATOR**

Arrow is the administrator of this Giveaway and will be responsible for resolving any disputes that arise regarding these Official Rules. Arrow's decisions with respect to the Giveaway are final. Arrow's address is 9201 East Dry Creek Road, Centennial, CO 80112.

**GIVEAWAY PERIOD**

Participants may enter to obtain as a gift a free PSoC 64 IoT Security Workshop Development Kit ("Gift") starting on February 5, 2021, at 12 a.m. Mountain Time ("MT") and ending on March 18, 2021, at 11:59 p.m. MT or when supplies run out, whichever comes first (the "Giveaway Period"). Arrow reserves the right to terminate this Giveaway at any time before the Giveaway Period ends.

**ELIGIBILITY**

The Giveaway is open to all persons who are 18 years of age (or the age of majority in their local jurisdiction) or older as of the start of the Giveaway Period who enter the Giveaway on the Website. The following individuals are ineligible to enter or receive a gift: Employees, directors, and officers of Arrow, its subsidiaries, and affiliates, and any advertising or promotional agencies involved in the administration of this Giveaway (collectively, "Promotion Entities"); and the immediate family members and those living in the same household of such persons (whether related or not). "Immediate family" members include spouses, children, step-children, parents, step-parents, siblings, and step-siblings. No groups, clubs, or organizations may participate in this Giveaway. Proof of age, identity, and eligibility must be furnished upon request. All entry information must be complete and accurate. Arrow will not provide a gift to anyone not meeting eligibility requirements at the time of entry.

**HOW TO ENTER**

To participate in the Giveaway, follow the instructions to register for the Workshop using the link supplied. Your entry must include your name, company, industry, job function, country, city, street address, and a valid email address. Each entrant may use only one email address for purposes of entry in this Giveaway. Internet entries will be deemed to have been made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the

domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt. The online entry webpage computer is the official time keeping device for the Giveaway. Arrow is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems. Any data or connection rates or any other fees incurred from cellular, wireless, or internet service providers while participating in the Giveaway are the sole responsibility of the entrant.

### **HOW TO RECEIVE A GIFT**

Gifts will be distributed on a first registered, first served basis until all Gifts have been allocated. An entrant's time of registration shall be determined based on the time Arrow receives the entrant's completed registration for the Workshop.

### **GIFTS**

Gifts will be awarded in this Giveaway until supplies run out. Arrow estimates 250 Gifts are available. If more Gifts become available, Arrow reserves the right to award additional Gifts on a first registered, first served basis. Each Gift's estimated retail value is approximately \$150 USD. Shipping and handling are included with the Gift. Gifts are non-transferable, non-refundable, and non-negotiable, and no cash value or substitution will be awarded, except at the sole discretion of Arrow. Gifts cannot be exchanged or returned. Supplies are limited, and offer is good only while supplies last. Arrow reserves the right to substitute an item of comparable value.

### **CONDITIONS AND LIMITATION OF LIABILITY**

You are responsible for complying with all applicable federal, state, provincial, and local laws and regulations and with these Official Rules, and by entering agree to be bound to these Official Rules.

Payments of all federal, state, provincial, and local taxes are solely the responsibility of the recipients. Consult your own tax advisor regarding the taxability of any potential award.

**YOU AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS, AND INDEMNIFY ARROW AND ALL PROMOTION ENTITIES, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, IMMEDIATE FAMILY MEMBERS, SUCCESSORS, ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS GIVEAWAY, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE GIFTS, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY, OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE GIFT OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY GIVEAWAY-RELATED OR GIFT-RELATED ACTIVITY.**

Prior to awarding any gift, Arrow, in its sole discretion, may require each recipient to sign a liability release, agreeing to release and hold harmless Arrow, the Promotion Entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the gift and participation in the Giveaway.

If for any reason this Giveaway cannot be executed as planned, including, but not limited to, as a result of tampering, unauthorized intervention, fraud, technical failures, or any other causes

beyond the control of Arrow that corrupt or affect the security, administration, fairness, integrity, or proper conduct of the Giveaway, Arrow reserves the right to cancel, terminate, suspend, or modify the Giveaway.

Arrow, in its sole discretion, reserves the right to disqualify any person not abiding by the Official Rules, or for tampering with the entry process. Failure to comply with these Official Rules may result in an entrant's disqualification and/or forfeiture of any gifts. If Arrow makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Giveaway, Arrow reserves the right to disqualify that entrant from entering and/or winning future promotions and to prosecute and seek damages to the fullest extent permitted by law.

Arrow reserves the right to make changes to these Official Rules, including, without limitation, the substitution of a gift of equivalent value, which will become effective upon announcement. If, due to circumstances beyond Arrow's control, any giveaway or gift-related event or travel is delayed, rescheduled, postponed, or cancelled, Arrow reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Giveaway and shall not be required to award a substitute gift.

### **DISCLAIMER**

Arrow is not responsible for: (1) any error, omission, interruption, defect, or delay in operation or transmission of any website; any interrupted or unavailable network, server, or other connections; any failure to receive an entry in whole or in part due to technical problems, human error, or traffic congestion on the internet or at any website; any communications line, hardware, or software failures; any unavailable network connections, cellular equipment towers, or wireless service; any damage to any computer (software or hardware) resulting from participation in the Giveaway or damage to mobile phone or other PDA device or other internet interruptions or malfunctions or for technical or other difficulties which may prohibit, prevent, or interfere with the transmission of radio signals during the Giveaway Period or that may prohibit, prevent, or interfere with the acquisition, completion, or submission of an entry; any failure of or problem relating to computer hardware, software, the internet, or similar systems, including but not limited to difficulties relating to entrants' ISP, DSL, or cable modem access, "worms," or viruses or any other problems of any description or nature which may prohibit, prevent or interfere with the acquisition, completion, or submission of any entry; (2) typographical or other errors in the printing, the offering, or the administration of the Giveaway or in the announcement of a gift; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; or (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond Arrow's control making it inadvisable, illegal, impossible, or impractical to continue the Giveaway or to perform under these Rules. In the event of any of the foregoing or in the event of an ownership or format change, Arrow reserves the right to cancel, terminate, suspend, modify, or continue the Giveaway, in its sole discretion. Arrow makes no warranty, guarantee, or representation of any kind concerning any gift, and **ARROW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, WARRANTY OF NON-INFRINGEMENT, AND ANY OTHER IMPLIED WARRANTY**, except for any express manufacturer's warranty as may be included with the Gift or as may be separately provided to participants by law.

All rights in intellectual property owned or licensed by Arrow or the supplier or manufacturer of products or components of the Gift are hereby reserved and deemed restricted or limited. Arrow makes no representation or warranty with respect to such rights and will have no liability in connection with them. You agree to comply with all requirements with regard to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating, reverse engineering or disclosing the same).

NEITHER ARROW NOR THE MANUFACTURER(S) NOR THE SUPPLIER(S) OF PRODUCTS OR COMPONENTS OF THE GIFT WILL HAVE ANY LIABILITY OR OBLIGATION TO YOU OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART BY (a) ANY INADEQUACY, DEFICIENCY, OR DEFECT IN ANY PRODUCTS OR SERVICES (WHETHER OR NOT COVERED BY ANY WARRANTY), (b) THE USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES, OR (c) ANY FAILURE OR DELAY IN ARROW'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, COST OF REPLACEMENT GOODS OR SERVICES, REWORK, LOSS OF DATA, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWSOEVER CAUSED, INCLUDING VIA ARROW'S OR MANUFACTURER(S)' OR SUPPLIER(S)' NEGLIGENCE, WHETHER OR NOT YOU HAVE INFORMED ARROW OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

#### **GOVERNING LAW**

These Official Rules shall be governed by and construed in accordance with the laws of the State of Colorado, U.S.A. without regard to its conflict of laws rules. By entering the Giveaway, you consent to the jurisdiction and venue of the federal, state, and local courts located in Arapahoe County, Colorado, U.S.A. for the resolution of all disputes, and you agree that any and all disputes shall be resolved exclusively in those courts. Arrow's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be stricken, and the remaining provisions shall be enforced.

#### **PRIVACY**

By entering the Giveaway, you agree to allow Arrow to use any information collected in connection with the Giveaway in accordance with its Privacy Policy, available at <https://www.arrow.com/en/legal/privacy-policy>, which is incorporated into these Official Rules by reference. You can choose not to receive emails from Arrow at any time by simply sending an email, including your name and email address, to [never@arrow.com](mailto:never@arrow.com) and Arrow will remove you from all mailings.