

ChargePoint Home Flex Social Media Photo Contest

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE IN THE CONTEST.

1. **SPONSOR:** The ChargePoint Home Flex Social Media Contest (the “**Contest**”) is sponsored by ChargePoint, Inc. (“**ChargePoint**” or “**Sponsor**”). For inquiries, please direct message ChargePoint on any of the Social Media Platforms (as defined below).
2. **ELIGIBILITY:** This Contest is offered only in the United States to United States residents (excluding Arizona, North Dakota and Tennessee residents) that are ChargePoint customers with valid ChargePoint Accounts created on or before Monday, October 3rd, 2022 by no later than 4:59 P.M. PST. “**ChargePoint Accounts**” means accounts registered and created on <https://www.chargepoint.com/drivers>. Persons in any of the following categories are NOT eligible to participate or to win the Prize: (a) individuals under eighteen (18) years of age on the entry date; (b) employees, directors, agents and independent contractors of ChargePoint; (c) persons who are immediate family (e.g., spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or co-inhabitants (whether related or not) of any person in the preceding clause (b); and (d) corporations or other artificial persons. By entering, you agree to these Official Rules and the decisions of the ChargePoint Judges (as defined below) whose decisions are final and binding in all respects. ChargePoint reserves the right to verify the eligibility of person who participates in the Contest (each, a “**Participant**”) at its sole and absolute discretion. The death of a Participant automatically disqualifies their entry/entries.
3. **SUBMISSION PERIOD:** The submission period of the Contest is from 9:01 A.M. Pacific Standard Time (“**PST**”) on September 14th, 2022 to 4:59 P.M. PST on October 3rd, 2022 (the “**Submission Period**”). EACH PARTICIPANT MAY NOT SUBMIT MORE THAN ONE PHOTO PER SUBMISSION (AS DEFINED BELOW).
4. **PARTICIPATION:** In order to participate in the Contest, Participants must (a) follow ChargePoint on one of the following social media platforms: Facebook (<https://www.facebook.com/ChargePoint>), Instagram (<https://www.instagram.com/chargepoint/>), or Twitter (<https://www.twitter.com/ChargePointnet>) (collectively, the “**Social Media Platforms**”); (b) upload a photo on at least one of the Social Media Platforms of an at-home ChargePoint Home Flex unit; and (c) the photo caption or photo must include “**#Flexyourhomeflex**” (the “**Contest Hashtag**”) (together, (a), (b), and (c) constitute a “**Submission**”). “**ChargePoint Home Flex unit**” means CPH50. Submissions can be submitted using various formats, depending on the Social Media Platform used (e.g., a comment with a photo on a post about the Contest on the ChargePoint Facebook page; an Instagram reel; etc.). There is no limit to the number of entries that can be submitted; however, repeated entries consisting of substantially similar photos and/or content may be disqualified at the sole discretion of ChargePoint.
5. **JUDGING:** Each Submission that ChargePoint receives during the Submission Period shall be reviewed by the ChargePoint Judges who will select a total of three (3) Submissions from the Indoor Category (as defined below) and a total of three (3) Submissions from the Outdoor Category (as defined below) (each a “**Selected Submission**,” and collectively the “**Selected Submissions**”) based on the following factors in the following percentages:
 - a. Product Clarity – the degree to which the ChargePoint Home Flex unit is fully displayed and correctly used in the Submission (30%);
 - b. Composition – the degree to which the arrangement of the photos and content in the Submission, including the Contest Hashtag, is arranged in a manner that is pleasing to the eye (20%);
 - c. Creativity – the degree to which the arrangement of the photos and content in the Submission shows an original and/or imaginative set-up or design for the Participant’s ChargePoint Home Flex unit (20%);
 - d. Aesthetics – the degree to which the Submission displays skillfully handled lighting, focus, organization and color use (20%); and
 - e. Personality – the degree to which the Submission displays qualities and/or characteristics of the Participant (10%).

The Participants who post a Selected Submission will be notified through the utilized Social Media Platform no later than October 3rd, 2022, and the Selected Submissions will be announced on the Social Media Platforms by ChargePoint. ChargePoint reserves the right to refuse to consider any Submission if it contains any of the following items: libelous, defamatory, threatening, pornographic, obscene, indecent, lewd, abusive, illegal, political, racist, religious, blasphemous, false, hateful or otherwise objectionable content, personal names, phone numbers, addresses, URLs or other personally identifiable information of individuals, or any infringement or violation of any intellectual property rights of any third party (“**Improper Content**”). As used in these Official Rules: “**ChargePoint Judges**” means three employees of ChargePoint; “**Indoor Category**” means an image of ChargePoint Home Flex unit being displayed in an indoor setting (in an enclosed area), and “**Outdoor Category**” means an image ChargePoint Home Flex unit being displayed in an outdoor setting (outside a home or building).

SELECTED SUBMISSIONS AND PRIZES: Each Participant who posts the Selected Submissions will receive twenty-five dollars (\$25) in the form of ChargePoint Credits (as defined below) (collectively the “**Prizes**,” and each a “**Prize**”) provided the Participant signs the Photo Submission Agreement (as defined below). ChargePoint Credits may take from two (2) to three (3) weeks to be credited to the selected Participant’s ChargePoint Account. ChargePoint Credits awarded as Prizes in this Contest are valid for a period of one (1) year from the date on which they are credited to the respective selected Participant’s ChargePoint Account (the “**ChargePoint Validity Period**”), and following the ChargePoint Validity Period, the ChargePoint Credits shall expire and no longer be valid for use. For the avoidance of doubt, ChargePoint Credits awarded under this Contest not used during the ChargePoint Validity Period shall expire and be deemed null and void. Prizes may not be exchanged and/or redeemed for cash or any cash equivalent, and the transfer of ChargePoint Credits from a selected Participant’s ChargePoint Account to another ChargePoint customer’s ChargePoint Account is not permitted, and any such transfer shall be deemed null and void. ChargePoint will notify selected Participants as a reply to their Submission entry by direct message using the applicable Social Media Platform used to submit the Submission. By submitting a Submission, each Participant represents and warrants that, if selected, they will execute the photo submission agreement located at <https://www.chargepoint.com/legal/photosubmissionagreement> the “**Photo Submission Agreement**”) in exchange for the Prize. Failure by any Participant to comply with the provisions set forth in the immediately preceding sentence within ten (10) business days of notification may result in disqualification and the selection of an alternate Selected Submission. As used in these Official Rules, “**ChargePoint Credits**” means credits used to pay for charging at any commercial chargers found on the ChargePoint network (https://na.chargepoint.com/charge_point), in accordance with applicable terms and conditions, including the ChargePoint Driver terms available at https://na.chargepoint.com/terms_mobile?instance=NA-US&country_id=233&locale=en.

GENERAL CONDITIONS: By submitting a Submission, Participants agree to abide by the terms of these Official Rules and by the decisions of the ChargePoint Judges, which are final on all matters pertaining to this Contest. ChargePoint is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received or sent by ChargePoint on account of technical problems or traffic congestion on the Internet or at any web site or by human error which may occur in the Contest, any combination thereof, or otherwise, including any injury or damage to Participant’s or any other person’s computer related to or resulting from participation or downloading any materials in the Contest. ChargePoint is not responsible for late, lost, illegible, incomplete, stolen, or misdirected submissions, or postage due mail. If any portion of this Contest is compromised by virus, bugs, non-authorized human intervention, fraud, technical failure or other causes beyond the control of ChargePoint which, in the sole opinion of ChargePoint, corrupts, or impairs the administration, security, fairness, or integrity of the Contest, ChargePoint reserves the right in its sole discretion to cancel, modify, suspend or terminate the Contest upon reasonable notice. ChargePoint further reserves the right to modify these rules at any time upon reasonable notice. Posting on the ChargePoint Social Media Platform page and/or account (in a public manner) shall be considered reasonable notice for purposes of this section. ChargePoint is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration, of submissions. All federal, state, provincial and local laws and regulations apply. Any and all resulting tax obligations are the sole responsibility of the selected Participants of the Selected Submissions. Non-compliance with or breach of the Official Rules may result in the Participant being disqualified from the Contest, and any Prizes won may be forfeited, withheld, withdrawn or reclaimed. By participating in the Contest, each Participant consents that any and all personal data they submit (including their name, ChargePoint Account number, email address and other contact information) may be collected, used, disclosed, or otherwise processed (collectively, “**Processed**”) by ChargePoint and its authorized service providers

for the purposes indicated in ChargePoint's Privacy Policy (available online at https://na.chargepoint.com/privacy_policy) and for administering the Contest and the Prize, including to communicate with the selected Participant on collection of the Prize and for ChargePoint's publicity and/or advertising campaigns connected to the Contest, and further agree that such use and disclosure will be without payment or compensation.

6. RELEASE AND INDEMNITY: BY SUBMITTING A SUBMISSION, EACH PARTICIPANT RELEASES AND HOLDS HARMLESS THE SPONSOR, AND ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, LICENSEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY FOR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND ARISING FROM OR IN CONNECTION WITH THIS CONTEST OR SELECTION OF THE SUBMISSION AS A SELECTED SUBMISSION.
7. CHOICE OF LAW; VENUE; ARBITRATION: This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of California without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state's laws. EXCEPT WHERE PROHIBITED, PARTICIPANT AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN SANTA CLARA COUNTY, CALIFORNIA; (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS ON BEHALF OF PARTICIPANT SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, IF ANY, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, AND IN NO EVENT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250); AND (III) UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

PHOTO SUBMISSION AGREEMENT

I acknowledge that ChargePoint, Inc. (“**ChargePoint**” or “**Sponsor**”) has adopted the policy, with respect to unsolicited submissions, of refusing to accept, consider or review such submissions unless the person submitting such submission has accepted the terms and conditions of this Photo Submission Agreement. Accordingly, I acknowledge that the Sponsor would refuse to accept, consider or otherwise review my Submission (as defined in the Official Rules of the ChargePoint Home Flex Social Media Photo Contest) in the absence of my acceptance of all of the terms and conditions of this Photo Submission Agreement. I acknowledge and agree that I hereby release the Sponsor of and from any and all liability for loss of, or damage to, the copy of the Submission that I submit hereunder. I understand that this statement is not made in confidence and shall not be held in confidence by Sponsor.

I further acknowledge and agree that other persons may have submitted or may submit in the future similar Submissions which the Sponsor has or will acquire the right to use or that Sponsor’s employees may create photos that are similar. I acknowledge and agree that I will not receive any compensation because of Sponsor’s use of another similar Submission or photo. I agree that no confidential or fiduciary relationship is established between me and the Sponsor as a result of my submission of the Submission. The Sponsor has no obligation to use or distribute the Submission. I also acknowledge and agree that, with respect to any portion of the Submission that is not protectable, the Submission shall not be deemed to place the Sponsor in any different position than members of the general public.

I represent and warrant to Sponsor that (a) the Submission and all content contained therein does not infringe any rights (including, without limitation, any intellectual property rights) of any third party(ies), and that the Submission does not libel, defame, or invade the rights (including, without limitation, the right of privacy or publicity) of any third party(ies); and (b) I have the right to enter into this Photo Submission Agreement and to grant the rights granted or agreed to be granted hereunder. I hereby agree to indemnify, defend and hold harmless the Sponsor and its affiliates, and its and their directors, shareholders, officers, agents, employees, licensees, successors and assigns from and against from and against any and all damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable outside attorneys’ fees) resulting from any third party claim, suit, action, or proceeding arising out of or relating to the Submission or any use thereof, and/or any breach of the representations and warranties set forth in immediately preceding sentence.

I hereby grant to the ChargePoint a non-exclusive, perpetual, worldwide royalty-free, irrevocable, fully paid-up, sublicenseable, transferrable, exclusive license to use, publicly display, publicly perform, reproduce, distribute, create derivative works and modify the Submission in any and all media, whether now known or hereinafter devised.

I hereby grant to the Sponsor a non-exclusive, perpetual, worldwide, fully paid-up, irrevocable, fully-paid up, sublicenseable, transferrable, non-exclusive, worldwide, royalty free license to use my name, likeness and biographical information in connection with the Submission for advertising and/or promotional purposes in any and all media, whether now known or hereinafter devised.

The Sponsor may assign its rights hereunder. This Photo Submission Agreement shall inure to the benefit of the parties hereto and their heirs, successors, representatives and, solely with respect to the Sponsor, to the Sponsor’s assignees. Any such heir, successor, representative, assignee or licensee shall be deemed a third party beneficiary of this Photo Submission Agreement.

This Photo Submission Agreement and the Official Rules shall constitute the entire agreement between the Sponsor and me and any modification hereof must be in writing and signed by each of us. Should any of terms and/or conditions of this Photo Submission Agreement and/or any part thereof be void or unenforceable, such term and/or condition and/or part thereof shall be deemed omitted, and the remaining terms, conditions and/or parts thereof shall remain in full force and effect.

BY SIGNING BELOW, I HEREBY AGREE TO ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THE OFFICIAL RULES AND THE PHOTO SUBMISSION AGREEMENT.

PARTICIPANT

Signature: _____

Date: _____

Printed Name: _____

Address: _____

Telephone: _____

Email address: _____

Age of Participant: _____