



## Cisco Insider Champion Program Terms

YOU MUST READ CAREFULLY AND ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THESE CISCO INSIDER CHAMPION PROGRAM TERMS BEFORE YOUR ANNUAL MEMBERSHIP IN THE PROGRAM CAN BEGIN. **IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, DO NOT SIGN THIS AGREEMENT.** IF YOU DO AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU SHOULD SIGN AT THE END OF THIS AGREEMENT. THE PROGRAM IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

These Cisco Insider Champion Program (“Program”) terms and conditions (“Agreement”) are made by and between Cisco Systems, Inc., a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, CA 95134 (“Cisco”) and the individual members participating in the Program (“Members” or “you”). This Agreement enters into effect as of the date a Member accepts the Agreement (“Effective Date”).

Cisco reserves the right in its sole discretion to modify, cancel or terminate any or all elements of the Program at any time, subject to the terms of this Agreement. To the extent permitted by law, Cisco reserves the right to refuse membership and/or disqualify any individual at any time for any reason.

**1. Eligibility.** This Program is open to Members who are age 18 years or older. This Program is not open to: (a) employees or internally contracted vendors of Cisco or its parent/subsidiaries, agents and affiliates; (b) anyone professionally involved in the development or administration of this Program; (c) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (d) any employee whose employer's guidelines or regulations do not allow entry in the Program. No sweepstakes or other contest under the Program will be open to individuals in the province of Quebec in Canada or any other jurisdiction where such activity is prohibited or restricted by law. Residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma), Sudan, Russia, and Belarus are not eligible to participate. This Program is void in these countries and where otherwise prohibited or restricted by law.

**2. How to Participate.** To participate, you truthfully completed the online registration form, agreed to the terms and conditions and followed all instructions. The Site (<https://community.cisco.com/t5/cisco-champion-public-community/ct-p/CiscoChampionsPublic>) describes the Program in detail and sets forth guidelines for all Members to follow. You agree to comply with such guidelines, as may be revised by Cisco from time to time, as a condition of your participation in the Program.

**3. Conditions.** Use of any automated entry device or software is prohibited. Creation or use of multiple accounts for registration or participation in the Program is prohibited. To the extent the Program uses or requires functionality of any third-party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), you understand that the Program is not sponsored by such third parties, and further agree to follow the policies on such website(s), as applicable.

Disputes regarding these terms and conditions and/or this Program will be governed by the internal laws of California. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH PERSON FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, CISCO RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

All Members are solely responsible for compliance with any applicable laws, rules and regulations (including Federal Trade Commission rules related to endorsements and disclosures), contractual limitations and/or office or company policies, if any, regarding Member's participation in the Program; and, by entering this Program, Member confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable.

Members agree not to do the following:

- Use the Cisco logo or other Cisco trademarks or intellectual property in connection with his or her activities in the Program, unless expressly permitted to do so by Cisco.
- Display, send, receive, or store obscene or inappropriate content.
- Threaten, harass, stalk, defame, or defraud any person or entity.
- Violate copyright, trademark, or other intellectual property laws.
- Attempt to collect, store, or publish personally identifiable information without the owner’s knowledge and consent.
- Distribute unwanted, unsolicited, or harassing mass email or other messages, promotions, advertising, or solicitations (“spam”).
- Send deceptive or false source-identifying information, including “spoofing” or “phishing.”
- Access or use any application, system, service, tool, data, account, network, or content without authorization or for unintended purposes.
- Disable, disrupt, circumvent, interfere with, or otherwise violate the security of the Site.
- Attack, abuse, interfere with, intercept, disrupt, or exploit any users, systems, or services, regardless of how accomplished and notwithstanding anything to the contrary in these terms and conditions, including but not limited to Denial of Service (DoS), monitoring, crawling, spamming, using bots or scripts, or distributing malware (such as viruses, Trojan horses, worms, spyware, or adware).
- Engage in or promote any illegal or criminal activity such as child pornography, gambling, or piracy.
- Authorize, permit, enable, induce, or encourage any third party to do any of the above.

If a Member violates any of the above conditions, his or her access to the Program may be terminated immediately and without notice.

**4. Publicity.** Members acknowledge and agree that Cisco may use the Program and any text, files, images, quotes, photos, video, sounds or other materials provided by Members (collectively “User Content”) for publicity, advertising or other marketing purposes in any media, and may use the name, likeness, and state of residence and/or reward information of Members as part of that publicity, and without compensation to the Members. Members also agree that Cisco may use, copy, modify, adapt, distribute, publish, display, perform, and otherwise use, in whole or in part, a Member’s likeness or User Content for commercial and business purposes worldwide (a) in any and all media now or hereafter known, including, without limitation, videotapes, audio recordings, podcasts, webcasts, digital images, photographs and print publications; (b) in audio or video files made available for download or streaming from Cisco or third party web sites; (c) in Cisco’s internal and public websites, (d) in printed and videotaped copies distributed to Cisco employees and present and potential customers; (e) in printed, audio tape and videotape copies distributed at Cisco sponsored or co-sponsored events; (f) in excerpts included in speeches, slides, brochures and other marketing collateral; (g) as reference when communicating with analysts, the press and the general public; and (h) Members understand that images on websites can be viewed throughout the world and that some jurisdictions may not provide the same level of protection to the privacy rights of individuals as others.

**5. Computer, Internet, and Program Administration.** Cisco is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Cisco on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in Cisco’s sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Program, Cisco reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Program. If the Program is cancelled for any reason, notice will be posted on the Program website and the rewards may, in Cisco’s discretion, be awarded to eligible Participants.

**6. WARRANTY DISCLAIMER.** CISCO MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE PROGRAM (OR ANY BENEFITS OR PRODUCTS PROVIDED HEREUNDER), WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, CISCO MAKES NO REPRESENTATION THAT THE OPERATION OF CISCO’S WEBSITE(S) WILL BE UNINTERRUPTED OR ERROR-FREE. CISCO WILL NOT BE LIABLE FOR AND

EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY INTERRUPTIONS OR ERRORS ON CISCO'S SITE, THE PROGRAM WEBSITE OR ANY RELATED ACTIVITY SITES.

**7. LIMITATION OF LIABILITY.** IN NO EVENT WILL CISCO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE ARISING OUT OF THESE TERMS AND CONDITIONS OR PARTICIPATION IN THE PROGRAM (HOWEVER ARISING, INCLUDING WHERE PERMITTED BY LAW, THE NEGLIGENCE OF CISCO OR ITS AFFILIATES), EVEN IF CISCO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS CLAUSE SHALL OPERATE TO EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A NEGLIGENT ACT OR OMISSION ON CISCO'S BEHALF.

WHILE THE WARRANTY DISCLAIMER AS CONTAINED IN SECTION 6, AND THE LIMITATION OF LIABILITY, AS SET OUT ABOVE, SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTIONS, WHERE CONDITIONS, WARRANTIES OR OTHER RIGHTS ARE IMPLIED IN THESE TERMS AND CONDITIONS OR OTHERWISE CONFERRED BY LAW, AND IT IS NOT LAWFUL OR POSSIBLE TO EXCLUDE THEM, THEN THOSE CONDITIONS, WARRANTIES OR OTHER RIGHTS WILL (BUT ONLY TO THE EXTENT REQUIRED BY LAW) APPLY TO THESE TERMS AND CONDITIONS. AT THE OPTION OF CISCO, CISCO'S LIABILITY FOR BREACH OF IMPLIED CONDITIONS OR WARRANTIES IS LIMITED, TO THE EXTENT PERMITTED BY LAW TO, IF THE BREACH RELATES TO GOODS, (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, (II) THE REPAIR OF THE GOODS, (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS, OR (IV) THE PAYMENT OF HAVING THE GOODS REPAIRED AND, IF THE BREACH RELATES TO SERVICES, (I) THE SUPPLY OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

**8. Modification of Program Terms and Conditions.** Cisco reserves the right to modify the terms and conditions of this Agreement at any time in Cisco's sole discretion by providing five (5) days' notice of substantial changes at the Program Website (and/or by email to the Member's email address of record, at Cisco's discretion). If any such modification is unacceptable to a Member, the sole recourse will be to terminate the Member's participation in the Program. If a Member chooses to continue participating in the Program after any such modification, Member will be deemed to have accepted the terms and conditions as modified.

**9. Removal from the Program.** You can remove yourself voluntarily from the Program; or you may be removed by Cisco from the Program under the following circumstances:

(a) Voluntary Removal. Members may email [cischoampions-pmo@cisco.com](mailto:cischoampions-pmo@cisco.com) with a request to be removed from the Program.

(b) Violation of Agreement. Cisco reserves the right to suspend, cancel or terminate individuals from Program participation at any time for any reason, including noncompliance with these terms and conditions or the guidelines posted on the Program Website, and including in the event of any suspected abuse of the Program, failure to follow Program terms, fraudulent or otherwise unlawful activities, or any misrepresentation by or on behalf of a Member.

**10. Cancellation of Program.** The Program and any benefits under the Program are offered at Cisco's sole discretion. Cisco reserves the right to alter or waive any Program feature or benefit prospectively or retroactively, or to terminate, cancel, or temporarily suspend the Program at any time, for any reason. Notice of any such termination, cancellation or suspension will be posted on the Program Website (and may also be made by email, in Cisco's discretion).

**11. Taxes.** Member is solely responsible for all taxes and other similar obligations, whether statutory or otherwise, with respect to his or her activities and receipt of benefits under this Agreement.

**12. Privacy.** Any personal information collected will be used in accordance with Cisco's privacy statement. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Cisco's privacy statement located at <https://www.cisco.com/c/en/us/about/legal/privacy-full.html> for important information regarding the collection, use and disclosure of personal information by Cisco.

**13. Confidentiality.** Cisco may disclose sensitive information to Member as part of the Program. The parties agree as follows:

- a) Definition. “Proprietary Information” means, to the extent previously, presently or subsequently disclosed by or for Cisco to Member, all financial, business, legal and technical information of Cisco or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and other derivatives thereof). Proprietary Information shall not include any information that (a) was rightfully known to Member without restriction before receipt from Cisco, (b) is rightfully disclosed to Member without restriction by a third party or (c) is or becomes generally known to the public through no fault of Member.
- b) Restrictions. Member agrees (a) to use the Proprietary Information only for its consideration internally, but not for any other purpose, (b) to maintain the Proprietary Information as secret, and exercise all reasonable precautions to prevent unauthorized access to it, (c) not to copy the Proprietary Information, (d) not to disclose Proprietary Information to any third party, (e) not to decompile, disassemble or otherwise reverse engineer any Proprietary Information, or use any similar means to discover its underlying composition, structure, source code or trade secrets and (f) not to export or re-export (within the meaning of US or other export control laws or regulations) any Proprietary Information or product thereof. Member shall promptly notify Cisco of any unauthorized use or disclosure of Proprietary Information and shall be responsible for any breach of its confidentiality obligations by its employees and agents. Member will promptly notify Cisco if it decides not to proceed with the proposed business relationship or transaction.
- c) No Warranties or Licenses. All Proprietary Information is provided “AS IS.” Cisco will not be liable to Member for damages arising from any use of the Proprietary Information, from errors, omissions or otherwise. All of Cisco’s rights in and to the Proprietary Information remain the exclusive property of Cisco. Neither this Agreement, nor any disclosure of Proprietary Information hereunder (a) grants to Member any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, (b) obligates Cisco to disclose any information, perform any work or enter into any agreement or (c) limits Cisco from entering into any business relationship with third parties.
- d) Termination. This Agreement will terminate as to the further exchange of Proprietary Information immediately upon the earlier of (a) receipt by one party of written notice from the other and (b) the first anniversary of this Agreement. Member’s confidentiality obligations, as they apply to any Proprietary Information disclosed prior to termination, will survive termination until Member can document it falls into one of the exceptions stated in Paragraph a. Upon termination of this Agreement for any reason, or upon Cisco’s request at any time, Member shall promptly return to Cisco all originals and copies of any Proprietary Information and all information, records and materials developed therefrom.
- e) Remedies. Due to the unique nature of the Proprietary Information, Member agrees that any breach or threatened breach of this Agreement will cause not only financial harm to Cisco, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, Cisco shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

**14. Force Majeure.** Cisco shall not be liable for any delay or failure in performance whatsoever due to Acts of God, earthquakes, shortages of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences. The obligations and rights of Cisco shall be extended on a day-to-day basis for a period of time equivalent to the period of the delay.

**15. No Waiver.** No waiver of rights under this Agreement by either party shall constitute a waiver of this or any other right under this Agreement.

**16. Severability.** In the event that any term of this Agreement becomes or is declared illegal by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

**17. Survival.** Sections 3, 4, 5, 6, 7, 11, 12, 15 and any rights and obligations which by their nature should survive termination or expiration, shall survive the termination or expiration of this Agreement.

**18. No Agency.** Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. In addition, Members will not state or otherwise suggest, in any public or private forum, that Member is an agent or representative of Cisco. Except for

the explicit limitations set forth in this Agreement, Cisco has no control over Member conduct, or what Members may post or say in any public or private forum. Cisco does not, by entering into this Agreement, endorse any Member or any content posted by any Member in any public or private forum.

**19. No Monitoring.** Nothing in this Agreement shall require Cisco to monitor or review anything posted by any Member. If at any time Cisco chooses, in its sole discretion, to review any content posted by any Member, Cisco nonetheless assumes no responsibility for anything posted by Member, and no responsibility for the conduct of any Member.

**20. Identity Investigation.** Cisco reserves the right (but without obligation) to investigate and verify a Member's identity, and to disqualify or otherwise terminate a person's membership in the Program, in Cisco's sole discretion. Disqualification may result in termination of an individual's membership and/or the cancellation of any pending benefits to be awarded to the Member, subject to applicable law

**21. General.** This Agreement constitutes the entire agreement between Member and Cisco regarding the Program. The failure of Cisco to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Member is simply joining a Cisco program under this Agreement; and no other relationship is intended, including a partnership, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date