Terms and Conditions:

1. <u>Description:</u>

VIAVI Solutions Inc. ("VIAVI") is offering the chance to win a Fiber Command regional plush toy from a interactive activity prize based on participation and completion of monthly activities points to all eligible entrants. Activities are referred to as Missions. The Mission activity will be run every month from December 16th, 2020 until April 30h, 2021, and are subject to the following terms and conditions which are accepted by an entrant through its participation in the competition:

2. Eligibility:

- (a) Entry is open to all VIAVI global employees and contractors of telecommunication contractors, Service Providers, Telco and Broadband Companies.
- (b) Employees, officers, contractors and other representatives (and members of their immediate families and those living in the same household of the aforementioned) of VIAVI, its subsidiaries, affiliates and those companies, advertising and promotion agencies involved in any design, execution or product of the Promotion are not eligible to enter.

3. <u>How to Enter:</u>

Complete the monthly activity (monthly mission) available on the following website: https://go.viavisolutions.com/fibercommand

4. Prizes:

Four opportunities to win. Plush toys available only during promotional mission month. Goal: Collect all four.

Mission one: Captain Fiber North America plush toy **Mission two**: Fiber Pro – Asia Pacific Japan plush toy

Mission three: Fiber Ninja – Europe Middle East Africa and Latin America plush toy

Mission four: Fiber Pro- Greater China plush toy

5. <u>Draw Details:</u>

Winners will be sent their promotion month plush toy on or about the 30th of each month with the first mission completing on January 15th and all other missions completing on the 15th of the corresponding character month. The plush toys will only be available during their promotion month. No substitutions.

6. Miscellaneous:

- (a) If, for reasons beyond VIAVI's control the competition is not capable of running as originally planned, VIAVI, in its sole discretion, reserves the right to cancel or modify the competition, without notice or liability and to the extent feasible, will award the prizes amongst entries received prior to cancellation or modification.
- (b) In the event of unavailability of a prize, VIAVI reserves the right to substitute a prize of equal or greater value.
- (c) All VIAVI decisions are final and binding.
- (d) Any winners may be required to send a copy of identification documentation in a form acceptable to VIAVI as evidence of age and proof of residency. Non-compliance with any of these requirements may result in disqualification in which case an alternate winner may be chosen by VIAVI.

- (e) All prizes won shall be the property of the winning entrant who agrees not to sell, rent other otherwise dispose of the prize whilst employed or contracted within the telecommunications contractor industry. The winning entrant shall additionally keep VIAVI indemnified and hold it harmless against any and all liability and/or losses it may incur due to the use or misuse of the prize by it and/or any 3rd party or via the entrant's participation in this competition.
- (f) All winners may be photographed with their prize and a certificate certifying completion of the online quiz for use in VIAVI social media.
- (g) Any personal data that is collected as part of this competition will be processed in accordance with VIAVI's Privacy Notice and applicable data protection legislation. For further information on VIAVI's Privacy Notice please go to: https://www.viavisolutions.com/en-us/corporate/legal/privacy-policy
- (h) All VIAVI's standard terms and conditions for use of its website as detailed on the following website shall apply and which is incorporated into these terms and conditions by reference: https://www.viavisolutions.com/en-us/corporate/legal
- (i) These terms and conditions shall be governed by the laws of the State of New York and subject to the exclusive jurisdiction of the New York courts.