

SCANSOURCE MITEL HIGHWAY TO CONNCET SWEEPSTAKES

OFFICIAL RULES

The ScanSource Mitel Highway to Connect Sweepstakes (the “Sweepstakes”) is sponsored by ScanSource, Inc. (“ScanSource” or “Sponsor”) and is open only to “Resellers,” which for purposes of these Official Rules, are defined to mean individuals who are legal residents of, and business entities that are domiciled in, the 50 United States and the District of Columbia, which at the time of participation are: (1) registered resellers, integrators or service providers of ScanSource in good financial standing with ScanSource; (2) “Heritage ShoreTel Reseller Partners” and “Legacy Mitel Reseller Partners” (defined as resellers, *other than Toshiba resellers*, registered with ScanSource as Mitel Reseller Partners, prior to December 9, 2019, and as otherwise defined by ScanSource in its sole and absolute discretion); and (3) 21 years of age or older (if an individual). Direct Marketers (“DMARs”), “e-tailers,” Distributors, Manufacturers and other competitors of ScanSource, as those terms are defined or interpreted by ScanSource in its sole discretion, are not eligible to participate in the Sweepstakes.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT ENHANCE YOUR CHANCE OF WINNING. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. SWEEPSTAKES PERIOD. The Sweepstakes begins December 9, 2019 and ends March 20, 2020 at 11:59:59 p.m. (Eastern Time) (the “Sweepstakes Period”). For purposes of the Sweepstakes, a “day” begins at 12:00:01 a.m. (Eastern Time) and ends at 11:59:59 p.m. (Eastern Time). Sponsor’s clock is the official time-keeping device for this Sweepstakes.

2. MIGRATION. For purposes of the Sweepstakes, an eligible “Migration” is defined as (1) a Reseller’s successful completion of a customer (end user) migration from the Mitel 14.2 system (or below) to either the Mitel MiCloud Connect cloud system or the Mitel MiVoice Connect on-site system, (2) using Mitel products purchased from ScanSource.

3. HOW TO ENTER. Eligible Resellers may enter and receive Sweepstakes entries the following ways:

(A) Automatic Entries. A Reseller will automatically receive one (1) Sweepstakes entry for every five (5) Migrations completed during the Sweepstakes Period.

(B) Mail-in Entries. A Reseller may also receive Sweepstakes entries without completing a Migration (and without purchasing ScanSource products) by hand-printing the Reseller’s name, address, city, state, zip, email, and phone number, and the words “ScanSource Mitel Highway to Connect Sweepstakes Entries” on a 3”x 5” card, and mailing the card in a stamped envelope to: ScanSource Mitel Highway to Connect Sweepstakes Entries, ScanSource, Inc., 6 Logue Court, Greenville, SC 29615 (USA). In order to be entered, a mail-in entry must be postmarked by March 20, 2020, and be received by Sponsor by March 27, 2020. A Reseller will receive one (1) Sweepstakes entry for each such timely submitted mail-in card entry. *Only one (1) mail-in Sweepstakes entry per stamped envelope will be accepted.*

(C) General Participation Matters. No copies or mechanical reproductions of mail-in Sweepstakes entries will be accepted. Any illegible, unintelligible, incomplete, postage-due, or garbled entries are not permitted and will be disqualified and any entries not in conformance with these Official Rules will be disqualified. Neither Sponsor nor any of its employees, representatives or agencies, is responsible for lost, postage-due, late, damaged, delayed, destroyed, misdirected, incomplete, or illegible entries. Once submitted, entries become the exclusive property of Sponsor and will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. By participating, participants give their express permission to be contacted by Sponsor by mail, email, facsimile and telephone. Any personal information collected in connection with this Sweepstakes will be used in accordance with Sponsor’s privacy policy. By participating, participants agree to be bound by these Official Rules and by the decisions of the judges, which are final and binding in all respects. For a copy

of these Official Rules, please send a self-addressed, stamped envelope to: ScanSource Mitel Highway to Connect Sweepstakes Official Rules, 6 Logue Court, Greenville, SC 29615, by March 20, 2020.

4. ELIGIBILITY. The Sweepstakes is open only to “Resellers,” which for purposes of these Official Rules, are defined to mean individuals who are legal residents of, and business entities that are domiciled in, the 50 United States and the District of Columbia, which at the time of entry are: (1) registered resellers, integrators or service providers of ScanSource in good financial standing with ScanSource; (2) “Heritage ShoreTel Reseller Partners” and “Legacy Mitel Reseller Partners” (defined as resellers, *other than Toshiba resellers*, registered with ScanSource as Mitel Reseller Partners, prior to December 9, 2019, and as otherwise defined by ScanSource in its sole and absolute discretion); and (3) 21 years of age or older (if an individual Reseller). Direct Marketers (“DMARS”), “e-tailers,” Distributors, Manufacturers and other competitors of ScanSource, as those terms are defined or interpreted by ScanSource in its sole discretion, are not eligible to participate in the Sweepstakes. Officers, directors, and employees of Sponsor, Mitel, and their parents, subsidiaries, and other affiliated companies, agents, and advertising and promotional agencies, and their immediate family members (defined as parents, spouse, children, siblings, grandparents) and those with whom they are domiciled, are NOT eligible to enter or win.

5. SELECTION OF WINNERS/ODDS OF WINNING PRIZE. Sponsor will select one (1) Sweepstakes Grand Prize winner, two (2) Sweepstakes First Prize winners, and five (5) Sweepstakes Second Prize winners in a random drawing on or about March 30, 2020 in Greenville, South Carolina. Odds of winning depend on the number of eligible entries received. Limit one (1) Sweepstakes prize per Reseller.

Potential Sweepstakes winners will be notified by email, telephone, mail or facsimile. In the event that a potential winner is a business entity Reseller (as opposed to an individual Reseller), the authorized officer(s) of the winning business entity Reseller may be required to designate an individual recipient of the prize by specifying such individual in writing prior to acceptance of the prize. Unclaimed prizes may not be awarded.

Each potential Sweepstakes winner must comply with all of the terms and conditions of these Official Rules; winning prize is contingent upon fulfilling all requirements. Potential prize winners may be required to sign and return an Affidavit of Eligibility and Release (an “Affidavit”) within fourteen (14) days of notification/verification in order to receive prize. In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information submitted, (b) of noncompliance with the above or within any of the aforesaid time periods, (c) a potential prize winner is found to be ineligible to enter the Sweepstakes or receive the prize, (d) a potential winner cannot or does not comply with the Official Rules, (e) a potential winner’s prize notification or Affidavit is returned as undeliverable for whatever reason, or (f) a potential winner fails to fulfill the Affidavit-related obligations, the potential winner may be disqualified from receiving the prize and/or disqualified from the Sweepstakes. In the event that a potential winner is disqualified from receiving Sweepstakes prize, Sponsor may, at its sole discretion, award the prize to an alternate potential winner by a random drawing from among the other eligible entries received.

In the event of a dispute as to the identity of a potential winner based on an email address, the winning entry will be deemed to be the authorized account holder of the email address submitted at time of entry. For purposes hereof, an “authorized account holder” is the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

6. PRIZES. Sponsor will award one (1) Grand Prize, two (2) First Prizes, and five (5) Second Prizes.

(A) Sweepstakes Grand Prize. One (1) Grand Prize will be awarded. Grand Prize consists of a VIP Race Experience Trip for one (1) designated executive member (or upper level management member) of Grand Prize winning Reseller and one (1) guest to a premier 600 mile American stock car

race held on May 24, 2020 in Charlotte, NC, for four (4) days and three (3) nights (May 22 – May 25, 2020). Grand Prize includes: (i) round-trip, coach-class air transportation for two (2) from the closest major airport to Grand Prize winner's primary business address to the major airport nearest prize trip destination (airports determined by Sponsor in its sole discretion); (ii) one room hotel accommodations (for two) for three (3) nights; and (iii) May 24, 2020 race tickets for designated executive and guest. Total approximate retail value ("ARV") of Grand Prize: \$3,500; actual value may vary based on airfare and hotel fluctuations, time of departure and distance between departure and destination, and cost of race tickets.

At time of acceptance of Grand Prize, the winning Reseller must designate the individual recipient(s) of prize (the "Designated Recipient(s)") who will travel on the trip. At least one (1) Designated Recipient of Grand Prize winning Reseller must be an executive member (or upper level management member) of winner. In the event that a Grand Prize winning Reseller is an individual, rather than a business entity, at least one (1) Designated Recipient must include the prize winning Reseller.

Designated Recipients: (i) must be available to travel on actual dates set for trip by Sponsor; (ii) will be required to sign and return a liability release or will not be permitted to travel on trip; (iii) must travel on the same itinerary and are required to depart from the closest major airport to the prize winning Reseller's primary business address (determined by Sponsor in its sole discretion); (iv) are responsible for providing all travel required identification and travel documents (including passports, if required for travel) and complying with all applicable security requirements; and (v) are responsible for obtaining travel insurance (and all other forms of insurance) at their option, and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. In the event of the failure to comply with any of the above requirements, prize winner may forfeit prize trip in its entirety and Sponsor may, at its sole discretion, award the prize to an alternate winner. If Designated Recipient(s) cannot travel for any reason whatsoever after all travel arrangements are made, prize winner may forfeit prize and Sponsor may, at its sole discretion, award the prize to an alternate winner. In the event that prize winning Reseller's primary business address is within 200 miles of trip destination location, ground transportation may be provided to such winner's Designated Recipients in lieu of air travel, and no additional compensation will be provided for travel to and from destination as part of trip prize. (Sponsor is not responsible for transportation of Designated Recipient(s) to airport.)

In the event that the race is postponed or canceled, Sponsor will not be responsible for awarding such postponed or cancelled portion of the prize and no substitution or compensation will be provided. The remainder of the Grand Prize will be awarded. By accepting race tickets, Grand Prize winning Reseller and ticket holders agree to abide by all terms, conditions and restrictions applicable to the race tickets. Sponsor is not responsible if winning Reseller does not use awarded tickets on day of race.

(B) Sweepstakes First Prize. A total of two (2) First Prizes will be awarded. Each First Prize consists of one (or more) Visa® gift cards totaling in the amount of \$2,400, which winner may use to spend on "car payments for 6 months" or otherwise in First Prize winning Reseller's discretion (ARV: \$2,400).

(C) Sweepstakes Second Prize. A total of five (5) Second Prizes will be awarded. Each Second Prize consists of one (or more) Visa® gift cards totaling in the amount of \$1,200, which winner may use to spend on "gas for a year" or otherwise in Second Prize winning Reseller's discretion (ARV: \$1,200).

(D) General Prize Restrictions. All prize-winning Resellers must be in in good financial standing with ScanSource at time of award in order to be eligible to receive prize. In the event that a prize-winning Reseller is not in good financial standing with ScanSource at such times, such Reseller will forfeit award. Sweepstakes prizes are non-transferable. Unless otherwise specifically provided for herein, all taxes or expenses, including, without limitation, expenses associated with the prizes (not specified herein as part of prize), sales tax, luxury tax, and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. No prize substitution or cash equivalent of prize, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any

difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded. For Visa® gift card terms and conditions, please see Visa® gift card.

7. GENERAL CONDITIONS.

(A) This Sweepstakes is subject to all federal, state and local laws and regulations. The laws of the United States of America shall be deemed to govern the Sweepstakes.

(B) Acceptance of prize shall constitute and signify the Reseller's agreement and consent that Sponsor may use Reseller's (and if applicable, Reseller's corporate representatives' and designated individual recipients of prize) name(s), address(es) (city and state only), biographical data, voice, likeness, image, statements, and prize information, in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and Reseller hereby releases Sponsor from any liability with respect thereto.

(C) Participant, by participating, releases and agrees to hold harmless Sponsor, Mitel, and their parents, affiliates, subsidiary companies, advertising and promotion agencies, and agents and their respective directors, officers, employees, representatives and agents from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from participant's participation in this Sweepstakes or in any Sweepstakes related activity, or resulting from acceptance, possession, use or misuse of any prize, or while traveling to and/or from a location as part of or to obtain or use a prize. Without limiting the foregoing, all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. (Any and all guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions, and Resellers agree to solely look to such manufacturers for any such warranty or guarantee claim.)

(D) Sponsor and its parents, affiliates, subsidiary companies, advertising and promotion agencies, and agents and contest administrators and their respective directors, officers, employees, representatives and agents are not responsible for any typographical or other error in the printing of the Sweepstakes, administration of the Sweepstakes or in the announcement of the prizes. Sponsor reserves the right to modify the Sweepstakes rules, terms and conditions without materially affecting the terms and conditions of the Sweepstakes.

(E) Except where prohibited, participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, or the determination of the recipients/winners shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the State of South Carolina, USA and through the courts of Greenville County, South Carolina, USA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (3) under no circumstances will participants be permitted to obtain awards for and participants hereby waive all rights to claim punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant or Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of South Carolina, USA without giving effect to any choice of law or conflict of law provisions.

(F) If for any reason the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Sweepstakes entry process, and to cancel, terminate, modify or suspend

the Sweepstakes. In the event of the cancellation, termination, or suspension of the Sweepstakes, Sponsor may award Sweepstakes prizes in a random drawing from all eligible entries received up to the date of termination, cancellation or suspension.

(G) Sponsor assumes no responsibility 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, registrations or entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email, order or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to a participant's or any other person's computer relating to or resulting from participation in the Sweepstakes or downloading any materials in the Sweepstakes.

(H) WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEBSITE (OR ANY SPONSOR WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

8. SWEEPSTAKES WINNERS LIST. To receive a list of Sweepstakes prize winners by mail, send a written request, accompanied by a self-addressed, stamped envelope, to: ScanSource Mitel Highway to Connect Sweepstakes Winners List, ScanSource, Inc., 6 Logue Court, Greenville, SC 29615 (USA), by September 20, 2020.

9. SPONSOR. The Sponsor of this Sweepstakes is ScanSource, Inc., 6 Logue Court, Greenville, SC 29615 (USA). The administrator/operator of this Sweepstakes is Sponsor.