

Terms and Conditions:

1. Description:

Viavi Solutions Inc. ("VIAVI") is offering the chance to win the below prize from a promotional competition prize draw based on a selection from all eligible entrants in a photo competition every two (2) months from October 2020 until March 2021, subject to the following terms and conditions which are accepted by an entrant through its participation in the competition:

2. Eligibility:

Entry is open to everyone but limited to one (1) entry per entrant.

3. How to Enter:

Participants must have an active Instagram account and submit their photos through Instagram. They must follow @VIAVI_TowerTechs and tag @VIAVI_TowerTechs on the photo to be submitted. Submission dates will be announced on VIAVI Tower Techs Instagram account.

4. Prize:

\$250 Amazon USD or local currency equivalent gift card.

Prizes shall be limited to one (1) per winner and shall not be substitutable for any other VIAVI prize alternative.

5. Draw Details:

After the final submission date, VIAVI will have one week to select the three (3) best pictures and repost on VIAVI Tower Tech Instagram account. Followers will then have two (2) days to scroll through the three (3) photo options and vote for their favorite photo in the comments section. Within (1) one week after voting has closed, VIAVI will announce the winner, based on the picture with the most votes. The winner will be contacted via Instagram DM. If no response is received after three (3) business days, a new winner will be selected and the previous winner will forfeit all rights to the prize.

The prize must be collected by the winner and is non-transferable.

6. Submissions:

- (a) All photos must be original work, taken by the entrants. The entrant must be the original copyright owner of the submitted photo.
- (b) No third party may own or control any materials the photo contains, and the photo must not infringe upon the trademark, copyright, moral rights, intellectual rights, or rights of privacy of any entity or person.
- (c) The photo must be in its original state and cannot be altered in any way, including but not limited to removing, adding, reversing, or distorting subjects within the frame.
- (d) Entries will not be accepted unless submitted via the official contest channel (Instagram). Entries not submitted through the proper channel will be deleted.
- (e) Photos that include competitive equipment to VIAVI's portfolio cannot be used.
- (f) Entrants shall not endanger themselves or others at any time. Photos deemed dangerous or in violation of safety protocols will be disqualified.
- (g) By entering the contest, entrants agree that photos submitted will become the property of VIAVI and can be used by VIAVI for advertising and any other purposes.

(h) Submissions will not be accepted once the deadline lapses.

(i) At no time shall any entrant violate any OSHA Mandate, NATE Best Practice, Tower Climbing School or other instructions meant to ensure safety, with each entrant indemnifying and holding VIAVI and its sponsors harmless from any loss, damage or liability incurred due to a failure to observe such guidance / instructions. A copy of NATE's guidelines is accessible on the following url: <https://natehome.com/safety-education/>

7. Miscellaneous:

(a) VIAVI, in its sole discretion, reserves the right to cancel or modify the competition at any time and without notice or liability. To the extent feasible, VIAVI will award the prizes amongst entries received prior to any cancellation or modification

(b) In the event of unavailability of a prize, VIAVI reserves the right to substitute a prize of equal.

(c) All VIAVI decisions are final and binding.

(d) For the avoidance of doubt, the social media platforms used are in no way affiliated with the competition, rules or the prizes involved.

(e) 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>

(f) 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>

(g) These terms and conditions shall be governed by the laws of the country in which the entrant is located.