



DRUVA REFERRAL PROGRAM TERMS AND CONDITIONS

Last updated: November 1, 2022

These Druva Referral Program Terms and Conditions (“**Terms**”) describe the terms and conditions that apply to your participation (“**you**” or “**your**”) in Druva’s Referral Program (“**Referral Program**”) and are between you and Druva (“**we**” or “**us**”). By participating in the Referral Program, you agree to these Terms and the [Druva Terms of Use](#) (“**Terms of Use**”), which separately govern your use of Druva’s website and other products/services. All capitalized but undefined terms in these Terms have the meanings ascribed to them in the Terms of Use, and these Terms are incorporated by reference into the Terms of Use.

BY CLICKING “I ACCEPT” (OR WORDS TO SIMILAR EFFECT), BY PARTICIPATING IN THE REFERRAL PROGRAM, OR BY AGREEING TO A SEPARATE AGREEMENT WITH DRUVA THAT EXPRESSLY INCORPORATES BY REFERENCE THESE TERMS, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR PARTICIPATION IN THE REFERRAL PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS.

Arbitration Notice: These Terms, via the Terms of Use, contain provisions that govern how claims between you and Druva will be resolved (see Terms of Use for more details). Except for certain kinds of disputes, YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND THAT YOU AND DRUVA ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

1. PROGRAM DESCRIPTION

- Druva has established a Referral Program pursuant to which Druva may offer rewards to selected customers and customer advocates (“**Referrers**”) and their referred leads (“**Referees**”) for participation in a qualifying lead call (“**Qualifying Lead Call**”, as defined below).
- For each Qualifying Lead Call, a gift card, valued at \$150 US dollars (“**Referral Reward**”), will be offered to Referrers and their Referees, subject to the terms and conditions of these Terms. Referral Rewards are not redeemable for cash.
- The Referral Reward for a Qualifying Lead Call will be awarded to Referrer and Referee within approximately 7 days of completion of the Qualifying Lead Call. Referrer and Referee are solely responsible for paying income and other taxes that may be due on any benefits received through the Referral Reward.
- The Referral Program is limited to the United States and is void where prohibited.

2. QUALIFYING LEAD CALL

- To constitute a Qualifying Lead Call, (i) the Referrer must identify, register, and provide any other requested information about the Referee in Druva’s Referral Program sign-up form

(available at druva.com/customerreferralprogram/); and (ii) the Referee must participate in a call with a Druva representative pertaining to the sale of Druva's products and/or services.

- Qualifying Lead Calls expressly exclude any calls that are conducted by you, or any calls that are made in combination with any other monetary or promotional offers (including those offered by Druva). Qualifying Lead Calls are also disqualified whenever they occur in connection with a violation of these Terms or other Druva policies.
- Druva has the sole discretion to determine whether a Referee is eligible, whether a particular lead call qualifies as a Qualifying Lead Call and whether a Referral Reward is validly earned. All Druva decisions are final, non-appealable and binding, except where prohibited by applicable law.

3. REFERRER AND REFEREE ELIGIBILITY

- You are eligible to participate in the Referral Program as a Referrer or Referee if you are an individual that meets the following criteria: (a) are at least 18 years old and the age of majority in your jurisdiction of residence and (b) are not a current or former employee, contractor, affiliate, or partner of Druva (or any of their immediate families and household members).
- To be a Referrer, you must also have a valid Druva customer account (“**Member Account**”).
- To be a Referee, you must be an employee at a company of at least twenty-five (25) employees and shall not be: (a) an employee of an existing customer or already involved in discussions relating to the sale of Druva products/services at the time of the Qualifying Lead Call; (b) previously registered by another Referrer; (c) an employee of a public sector entity; or (d) located in an excluded country or an embargoed country. A different purchasing department that is within the same company as the Referrer may still qualify.
- You represent, warrant, and covenant that (a) you are eligible to participate in the Referral Program; (b) you have not previously been suspended or banned from participating in the Referral Program; and (c) your participation in the Referral Program is in compliance with all company policies and all applicable laws and regulations.
- Druva reserves the right to deny, reject, or revoke your participation in the Referral Program for any reason or no reason, including because you do not meet the requirements to participate in this Referral Program.

4. REFERRER REQUIREMENTS AND RESTRICTIONS

- You may not use any domain or social media account or handle containing any Druva trademark or any confusingly similar mark, or otherwise impersonate Druva in connection with your participation in the Referral Program.
- You may not purchase advertising, including keyword advertising, that uses or displays any Druva trademark or confusingly similar mark in connection with your participation in the Referral Program.
- You may not engage in any deceptive, misleading, illegal, or unethical practices in connection with your participation in the Referral Program.
- You may not make any commitment, incur any obligations, or make any representations or warranties on behalf of Druva.

- You must comply with all applicable laws and regulations (including but not limited to anti-“SPAM” laws and FTC Guidelines on Advertising Disclosures) and any applicable third-party terms (including social media platforms) in connection with your participation in the Referral Program.
- A Referrer is eligible to receive unlimited Referral Rewards for Qualifying Lead Calls.
- Druva reserves the right to review and investigate all referral activities. If at any time Druva suspects or determines, in its sole discretion, that you have not complied with these Terms or have otherwise abused the spirit or terms of this Referral Program, Druva may immediately and without notice, terminate or suspend your participation in the Referral Program and refuse to pay you any Referral Rewards.

5. REFEREE REQUIREMENTS AND RESTRICTIONS

- Referees who participate in a Qualifying Lead Call with Druva using Referrer’s valid Referral Tracker are eligible to receive a Referral Reward upon completion of that Qualifying Lead Call.
- Each Referee is eligible to receive only one (1) Referral Reward for one (1) Qualifying Lead Call and may not cancel and reschedule a lead call with Druva or schedule multiple lead calls with Druva to receive additional Referral Rewards.
- Referees may be blocked from receiving a Referral Reward in Druva’s sole discretion, including, if Referees use a phone number or email address associated with an existing account, or show other signs of being an existing Druva customer.

6. UPDATES, CHANGES TO AND TERMINATION OF THE REFERRAL PROGRAM

- To the maximum extent permitted by applicable law, Druva reserves the right to change or cancel this Referral Program at any time, at its sole discretion, without notice. Without limiting the foregoing, Druva may (a) set limitations on or change the Referral Reward amount that Referrers and Referees may earn in connection with the Referral Program; (b) modify the Qualifying Lead Call eligibility for which Referral Rewards are available; (c) modify the Referral Reward type that is available in connection with the Referral Program; (d) exclude certain lead calls from eligibility in the Referral Program; (e) change the requirements for eligibility in the Referral Program; and (f) terminate the Referral Program. Referrer is solely responsible for verifying that the Referral Program is still in effect or that the terms of the Referral Program are permissible to Referrer at the time Referrer makes referrals.
- If Druva terminates the Referral Program, Referrer will only be eligible to receive existing Referral Rewards, i.e., Referral Rewards in connection with Qualifying Lead Calls that were completed prior to the date of termination.

7. ADDITIONAL DISCLAIMERS; LIMITATIONS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRUVA MAKES NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESULTS, OR THAT PARTICIPATION IN THIS REFERRAL PROGRAM WILL RESULT IN THE PAYMENT OF ANY KIND, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. DRUVA IS NOT RESPONSIBLE FOR LOST, MISDIRECTED, OR DELAYED REFERRALS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) IN NO EVENT WILL DRUVA BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST DATA, LOST PROFITS OR REVENUE, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THESE TERMS OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED OF THIS POSSIBILITY; AND (B) DRUVA'S AGGREGATE TOTAL LIABILITY TO YOU UNDER THESE TERMS WILL NOT EXCEED THE AMOUNT OF ANY REWARD ACTUALLY PROVIDED TO YOU UNDER THEM.

THE LAWS OF CERTAIN STATES OR OTHER JURISDICTION DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED IN THESE TERMS.

8. MISCELLANEOUS

- All personally identifiable information provided in connection with this Referral Program will be collected, used, and shared pursuant to the Druva [Privacy Policy](#).
- Any dispute or claim relating in any way to these Terms will be resolved in accordance with the Terms of Use.
- You acknowledge and agree that it is a fundamental term and condition precedent of your participation in the Referral Program that you are not an employee, intermediary or agent of Druva, and you will not hold yourself out as, or give any person reason to believe, that you are an employee, intermediary or agent of Druva. You agree nothing in your participation will be construed as establishing an employment or agency relationship between Druva and you. Accordingly, you have not at any time been and are not entitled to, and hereby irrevocably waive any right or claim to, the benefits provided by the Druva to its employees from time to time, including vacation time, benefits, salary, bonus, stock or stock options, profit sharing, insurance, or medical and health benefits.
- In the event of a conflict between these Terms and the Terms of Use, these Terms will prevail with respect to the Referral Program.
- If you have any questions regarding the Referral Program or these Terms, please email us at referralprogram@druva.com