

Official Rules for the Dropbox Channel Incentive Program

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. YOUR ENTRY INTO THE PROMOTION CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VALID ONLY IN IRELAND, BELGIUM, GERMANY, AUSTRIA, NETHERLANDS, FINLAND, NORWAY, SWEDEN, DENMARK, ESTONIA, POLAND, LATVIA, FRANCE, SPAIN, MALTA, PORTUGAL, UNITED STATES, UNITED KINGDOM, SWITZERLAND, LIECHTENSTEIN, SOUTH AFRICA, MEXICO, COLOMBIA, CHILE, AUSTRALIA, NEW ZEALAND, SINGAPORE, TAIWAN, JAPAN, AND ITALY.

By participating you ("You") agree to be bound by these Official Rules. If You are entering the Promotion on behalf of an organization, You represent that You have the authority to agree to these Official Rules on behalf of that organization and that organization has consented to You entering the Promotion and providing Your Submission. You further warrant that Your participation in the Promotion do not violate Your employer's or company's policies and procedures.

1. ELIGIBILITY

To be eligible to participate in the Dropbox Channel Incentive Program ("Promotion"), You must be: (i) at least 18 years of age and above the age of majority in Your state or country of residence, and (ii) a registered Dropbox reseller. The Promotion is subject to all applicable laws (except the laws of Croatia). Legal residents of the United Arab Emirates, Saudi Arabia, Brazil, Peru, Vietnam, Indonesia, India, Malaysia, Hong Kong, Canada, and any other country where this Promotion is prohibited are not eligible for this Promotion. Employees, representatives, officers, and directors of Dropbox, its affiliates, subsidiaries, agents, judges and advertising and promotion agencies (collectively, the "Promotion Entities"), as well as immediate family (spouse, parents, siblings, and children) and household members are not eligible.

2. SPONSOR

If You reside in North America (the United States, Canada, and Mexico), Dropbox, Inc., 1800 Owens Street, San Francisco, CA 94158 is the sponsor of this Promotion, and if You reside outside of North America, Dropbox International Unlimited Company, One Park Place, Floor 5 Upper Hatch Street, Dublin 2, Dublin, Ireland is the sponsor of this Promotion (both hereinafter referred to as "Dropbox," "we," "our" or "us").

3. TERM

Entries will be accepted only during the entry period listed on the Promotion Site or in the Promotion Email (defined below) ("Entry Period"). Submissions that arrive after the end of the Entry Period will not be considered. Dropbox's computer is the official time keeping device for this Promotion.

4. HOW TO PARTICIPATE

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. To enter, during the Entry Period You must visit the general Promotion entry page ("Promotion Site") or receive the Promotion email inviting You to enter the Promotion ("Promotion Email"), and complete the entry form provided by Dropbox or otherwise follow the instructions on the Promotion Site or in the Promotion Email to provide Your submission to Dropbox ("Submission").

5. SUBMISSION

To be eligible for any prize: Your Submission must comply with our instructions, and must not include language that is (i) unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contain explicit or graphic descriptions or accounts of, sexual acts, or otherwise contain any other content that is objectionable; or (ii) be in violation of the rights of others (e.g., the intellectual property, privacy or other rights of third-parties).

LIMIT: 1 PRIZE PER PARTICIPANT. You can enter only once. If a dispute arises regarding the identity of the entrant, the proper entrant will be the authorized account holder of the email address used to enter the Promotion. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. We are not responsible for late, erroneous, misdirected or incomplete entries, or for any computer-related, online, telephonic, or technical malfunctions that may occur. Entries will be considered void if they are in whole or in part illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft, or if they do not comply with these Official Rules.

6. PERSONAL INFORMATION

You grant us the right to use and share personal information that is part of Your Submission in order to fulfill the requirements of the Promotion. For example, we may use Your personal information to contact entrants and potential winners regarding the Promotion or their Submission, or to obtain the prizes associated with the Promotion. If You win, we may: (1) post any personal information You included in the Submission on our website, or (2) share Your name with anyone who requests a winner's list. You hereby consent to us using and processing Your personal information in this manner. Our use of Your personal data is further subject to our Privacy Policy at <https://www.dropbox.com/privacy>.

7. ELECTRONIC COMMUNICATIONS

By submitting Your Submission and accepting the terms on the entry form, You agree to communicate for the purpose of this Promotion with Dropbox electronically. By agreeing to do business electronically, You (i) consent to the transfer of Your personal data to the United States of America to be stored on the Dropbox's servers there, (ii) consent, subject to Section 6 above, to the electronic communication and delivery via e-mail of all documents related to the Promotion and, except where and to the extent prohibited by law, Dropbox products and services and any related products and services, (iii) agree that Your act of consenting to these Official Rules is a binding form of Your electronic signature, which You agree binds You to these Official Rules, (iv) represent that You have Internet access and a valid e-mail address to receive communications and documents electronically, and (v) represent that You have a printer or other device to print or otherwise save communications and documents including, without limitation, these Official Rules and that You have, in fact, printed or otherwise saved a copy of these Official Rules for Your records. This consent is effective unless and until You withdraw it. You may withdraw Your consent to electronic communication and delivery of documents, update Your contact information, or request a free paper copy of these Official Rules at any time by contacting us. We will send You a confirmation notice once we have processed Your change request.

8. INTELLECTUAL PROPERTY RIGHTS

By entering the Promotion, You warrant and represent that You own or otherwise control all of the rights to the Submission or You have obtained all third-party rights necessary to provide the rights granted to Dropbox in this agreement. Please understand that submitting a Submission that is copyrighted by another individual, or otherwise subject to the rights of another individual, will make You responsible for any legal action the legal copyright holder might take against You. You hereby grant Dropbox a worldwide, royalty-free, perpetual right to use, reproduce, distribute, display, publicly perform, and create derivative works of Your Submission for Dropbox's promotional and marketing purposes in Dropbox's marketing materials.

9. PRIZE

We will award the number and type of prizes described on the Promotion Site or in the Promotion Email ("Prizes"). Approximate Retail Value ("ARV") of each prize will also be listed on the Promotion Site or in the Promotion Email. Actual Prize value may vary. We may in our sole discretion, substitute any portion of the Prize for something of equal or greater value. No Prize transfer, assignment or substitution by the

Prize winner is permitted. All taxes or other similar charges on the Prize are the sole responsibility of the Prize winner. The odds of winning depend on the number of eligible entries received during the Entry Period and the skill of the entrants.

10. HOW TO WIN

- (1) *Entry*: During the Entry Period, submit Your Submission to Dropbox through the entry form. At any time during the Entry Period, Dropbox may determine that a Submission fails to meet the Submission Requirements and may disqualify the Submission.
- (2) *Performance*. The Promotion Site or Promotion Email will describe the activities needed to win the Promotion. For example, the Promotion winner might be the entrant that sells the most of a certain subscription during a certain time period.

11. WINNER VERIFICATION

The potential winners will be notified by email within approximately 15 days following selection. The potential winner may be required to execute and return, within 2 weeks of issuance of notification, an affidavit of eligibility, assignment of rights, liability and (where legal) publicity release ("Prize Documents"), which may include, without limitation, (i) a release of the Released Parties as set forth below at Section 12, and (ii) a grant to Dropbox and its agencies of the unrestricted rights, in their collective or individual discretion, to publish without any further compensation use of Your Submission for advertising and publicity purposes worldwide without limitation and without additional compensation, except where prohibited. If a potential winner cannot be contacted, or fails to sign and return the Prize Documents within the specified time period or is found to be ineligible, that potential winner will be deemed disqualified and will forfeit the Prize. In the event that a potential winner is disqualified for any reason, we may award the Prize to the contestant with the next highest score. If the Promotion has no winner (or insufficient winners), Dropbox may, in its sole discretion, award the Prize to any entrant(s) or decline to award the Prize. Prize winners will have their respective Prize delivered to them by Dropbox, at our expense, within 30 days of verification.

12. LIMITATION OF LIABILITY

By participating, entrants and winners individually and on behalf of their relatives, heirs, assignees, executors, and administrators, hereby permanently, irrevocably and forever waive and release any and all rights, demands, losses, liabilities, claims and causes of action whatsoever which You may now or hereafter be entitled to assert against the Promotion Entities, as well as all others associated with the development and execution of the Promotion (collectively, the "Released Parties"), including, but not limited to any death, injury, loss of enjoyment or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of the Promotion and/or any Prize awarded, any claim or demand for additional compensation or any other claim or demand related to the Promotion or what Dropbox provides, and forever release and discharge the Released Parties from any and all liability with respect thereto. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to the Promotion Site, or any registration, voting or winner selection.

13. WINNERS LIST

To obtain the names of the Prize winners, send an email to partners@dropbox.com with "CHANNEL INCENTIVES WINNERS LIST" as the subject line. Requests must be received within 60 days of the close of the Promotion. Winners lists will be sent after winners have been verified.

14. MISCELLANEOUS

We reserve the right in our sole discretion to cancel, terminate, modify or suspend the Promotion. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof

will remain in full force and effect. The Promotion is governed by the laws of the State of California, without regard to the conflicts of law provisions. All disputes, claims or demands that relate to these Official Rules will be resolved by the dispute resolution and arbitration terms set forth at www.dropbox.com/terms, which are incorporated herein by reference.

All trademarks are the property of their respective owners. Use of a third-party trademark in these Official Rules does not suggest endorsement, sponsorship or affiliation with such trademark owner unless specifically stated in these Official Rules.

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