

BMC Collective Rewards Program Terms

BY CLICKING A BOX INDICATING YOUR ACCEPTANCE TO THESE BMC COLLECTIVE REWARDS PROGRAM TERMS (THE “AGREEMENT”), YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT.

This Agreement is between the entity or individual registering for the BMC Collective Rewards Program (“Participant”) and BMC Software, Inc., a Delaware corporation (“BMC”), located at 2103 CityWest Blvd., Houston, Texas 77042. This Agreement is effective as of the date Participant accepts this Agreement (the “Effective Date”).

1. **ELIGIBILITY.** The BMC Collective Rewards Program (“Program”) is open to Participants who are age 18 years of age or older at the time of registration. This Program is not open to: (1) employees or internally contracted vendors of BMC, its subsidiaries, or affiliates; (2) the immediate family members or members of the same household of any employee of BMC, an internally contracted vendor of BMC, and their subsidiaries or affiliates; (3) anyone professionally involved in the development or administration of this Program; (4) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (5) any employee whose employer's guidelines or regulations do not allow entry in the Program or acceptance of the rewards. This Program is not open to individuals residing outside the continent of Europe. In addition, residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma), and Sudan are not eligible to participate. This Program is void in these countries and where otherwise prohibited or restricted by law.

2. **HOW TO PARTICIPATE.** To participate in the Program, visit <https://www.bmc.com/collective>, (the “Website”), accurately complete the online registration form, agree to the terms and conditions of this Agreement, and follow the other instructions at the Website.

3. **REWARDS.** Subject to the terms and conditions of this Agreement, and once confirmed by BMC, Participants will be able to accrue “points” that can be redeemed for reward(s). Rewards will be featured at various price points and in limited quantities.

The approximate retail values of rewards are subject to change based on current market conditions at the time of reward redemption. Participants are not entitled to any surplus between actual retail value (“ARV”) of a reward and stated ARV, and any difference between stated ARV and actual value of the reward will be forfeited. No substitution, assignment, transfer, or cash redemption of any reward is allowed. BMC reserves the right to substitute a reward with different reward of equal or greater value should the advertised reward become unavailable for any reason. If applicable, rewards may be fulfilled in the form of voucher(s), coupon(s) and/or gift card(s) in BMC's sole discretion. If a Participant is unable to participate in or accept a reward or any portion of a reward for any reason, BMC shall have no further obligation to such Participant. BMC will not replace any lost or stolen rewards after redemption by Participant. In no event will BMC be responsible for fulfilling more than the stated number of rewards. Participant acknowledges and agrees that rewards are available in limited quantities and reward type and availability and are subject to change at BMC's sole discretion. BMC shall have no obligation or liability to Participant for any changes made to reward type or availability.

4. **CONDITIONS.** This Program is subject to applicable federal, state, and local laws. By participating in the Program, Participant agrees: (a) to be bound by these terms and conditions and the decisions of BMC, which shall be final and binding and (b) to waive any right to claim ambiguity in the Program or these terms and conditions, except where prohibited by law. Taxes, if any, are the sole responsibility of the Participant and Participant may be issued an IRS Form 1099 or other tax documentation for the ARV of any redeemed reward. By participating in the Program, Participant agrees to release and hold harmless BMC and its directors, employees, officers, licensees, licensors, and agents; respective advertising and Program entities; and any person or entity associated with the administration of the Program (collectively, the “Released Parties”), from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental, or consequential, to person, including death and damage to property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of a reward, or their participation in the Program, or their participation in any Program- or reward-related activity. Each Participant acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any reward or the Program. Apart from any manufacturer warranties (which may not be available in all geographies), all warranties are hereby disclaimed, and each Participant will accept the reward “AS IS.” All costs and expenses, including support services, not specifically listed above as part of the reward, are solely the Participant's responsibility.

Use of any automated entry device or software is prohibited. Creation or use of multiple accounts for registration or participation in the Program is prohibited. To the extent the Program uses or requires functionality of any third-party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), you understand that the Program is not sponsored by such third parties and further agree to follow the policies on such website(s), as applicable. BMC reserves the right to disqualify any Participant it finds to be tampering with the reward process or the operation of the Program or violating these terms and conditions, and reserves the right to cancel the Program should it suspect fraud. This Agreement is governed by and construed under the substantive laws, without regard to conflict of laws principles, of the State of Texas and shall be tried in either state or federal court located in Houston, Texas. Both sides hereby submit to the exclusive jurisdiction of the courts in Houston, Texas and

waive all defenses based on forum *non conveniens*. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH PERSON FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, BMC RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Participant is solely responsible for compliance with any applicable laws, rules, and regulations, contractual limitations and/or office or company policies, if any, regarding Participant's participation in the Program or redemption and acceptance of Program rewards. By registering for this Program, Participant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If a Participant is not permitted to accept any redeemed reward, then the Participant may return such prize to BMC, and BMC will refund the cost of shipment, as appropriate.

Subject to applicable law, BMC reserves the right, in its discretion, to (a) cancel, terminate, modify, or suspend this Program and these terms and conditions, for any reason, at any time and without any liability and (b) limit or restrict participation in the Program, upon notice.

5. PUBLICITY. Participants acknowledge and agree that BMC may use the Program for publicity, advertising, or other marketing purposes in any media, and may use the reward information of Participants as part of that publicity, without additional compensation to the Participants.

6. COMPUTER, INTERNET, AND PROGRAM ADMINISTRATION. BMC is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by BMC on account of technical problems or traffic congestion on the Internet, the Website, any other website, or any combination thereof. If for any reason the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in BMC's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Program, BMC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Program. If the Program is cancelled for any reason, notice will be posted on the Program website and the rewards may, in BMC's discretion, be awarded to Participants who/that earned them.

No Released Parties are responsible for: (a) lost, late, misdirected, undeliverable, incomplete, or indecipherable entries due to system errors or failures, faulty transmissions, or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Program; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Program; or (e) technical or human error which may occur in the administration of the Program or the processing of entries.

7. PRIVACY. Any personal information collected by BMC will be used for the administration of the Program and in accordance with BMC's privacy policy at <https://www.bmc.com/legal/privacy-policy.html> ("Privacy Policy"). Please refer to the Privacy Policy for any questions regarding privacy matters and for important information regarding the collection, use, and disclosure of personal information by BMC.

8. CONFIDENTIAL INFORMATION. In connection with the Program, Participant may receive proprietary BMC confidential information. Participant shall hold such information as confidential and shall not use or permit others to use any proprietary information identified as such in writing or orally by BMC or information which Participant knows or has reason to know is confidential, proprietary or trade secret information of BMC.

9. FORCE MAJEURE. BMC shall not be liable for any delay or failure in performance whatsoever due to Acts of God, earthquakes, shortages of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, and similar occurrences. The obligations and rights of BMC shall be extended on a day-to-day basis for a period equivalent to the period of the delay.

10. NO WAIVER. No waiver of rights under this Agreement by either party shall constitute a waiver of this or any other right under this Agreement.

11. SEVERABILITY. If any term of this Agreement becomes or is declared illegal by any court of competent jurisdiction, such term shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

12. SURVIVAL. Sections 3, 4, 6, 7, 8, 10, 11, and 12 shall survive the termination or expiration of this Agreement.

13. NO AGENCY. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

14. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties hereto concerning the subject matter hereof and replaces any prior oral or written communications between the parties.

YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND INTEND TO BE BOUND, AS IF YOU HAD SIGNED THIS AGREEMENT IN WRITING. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THE TERMS OF THIS AGREEMENT FOR SUCH ENTITY.

