

Terms and Conditions

May 25-27, 2021

1. The Hitachi Social Innovation Forum 2021 Americas ("**Promotion**") runs on May 25-27, 2021 ("**Promotion Period**").
2. The Promotion is open only to those Participants who are residents the United States, Canada and Mexico during the Promotion Period ("**Promotion Region**").
3. Subject to the preceding paragraph 2 of these Terms and Conditions, the Promotion is open to customers and partners who attend the Promotion ("**Participants**") who fulfill all the requirements set out in these Terms and Conditions.
4. Employees of, and contractors paid for by, Hitachi Vantara LLC and any of its affiliated companies, and their respective families are not eligible to participate in this Promotion.
5. Employees of Government agencies and all State Owner Entities may not participate in this Promotion. To participate in the Promotion, Participants must engage during the Promotion and on the Promotion Period to obtain points. Any points accumulated before or after the Promotion Period will not count towards prizes.
6. The Promotion will begin at 09:00am PST on May 25, 2021 and entries must be received by Hitachi by no later than 5:00pm PST on May 27, 2021. Entries not received within such period will not be eligible for inclusion in the Promotion. Hitachi will not be responsible for late or lost entries.
7. An "Entry" is understood as an engagement or an action performed by the Participant during the Promotion. Each Entry will provide the Participant with the points associated to it, as described below:
 - 7.1 Watch any Keynote categorized video in its entirety: **10,000 Points**
 - 7.2 Watch any Master Class categorized video in its entirety: **9,000 Points**
 - 7.3 Watch any Strategy Session categorized video in its entirety: **8,000 Points**
 - 7.4 Watch any other Business, Society or Technology categorized video in its entirety: **7,000 Points**
 - 7.5 Completing Profile Setup: **2,000 points**
 - 7.6 Completing Agenda Builder Set up: **3,000 points**
 - 7.7 Completing Polls and Stay Alive Questions: **500 points**
8. For a Participant's Entry to be valid it must be made in accordance with these Terms and Conditions. For the avoidance of doubt, Entries that are not completed in full and/or submitted to Hitachi in accordance with Hitachi's instructions and all applicable Terms and Conditions will not be considered valid Entries.
9. The Program prizes are as follows:
 1. **Tier 1 Reward Level** – Disney Star Wars Lego Sets; Scout Trooper Helmet, Imperial TIE Fighter, Luke Skywalker's X-Wing Fighter (3 different sets, 10 of each set available, totaling 30 sets);
 2. **Tier 2 Reward Level** – Hitachi Branded Black Body Warmer; Hitachi Branded Zoodie Sweatshirt (Red); Hitachi Branded Trainers (Red) (quantity equals 50 of each item available, totaling 150 items)
 3. **Tier 3 Reward Level** – Bamboo Bluetooth Speaker; Bamboo Fast Wirelsss Charging Dock Station; Bamboo Wireless Power Bank; (quantity equals 25 of each item available, totaling 75 items)
 4. **Tier 4 Reward Level** – Hitachi Branded Golf Umbrella; Hitachi Branded Stainless-Steel Water Bottle (red); Hitachi Branded Tumbler (quantity equals 100 of each item available, totaling 300 items)

10. **Determination of the Winners:** The participant rankings will be determined by Hitachi taking into account the total points awarded for valid Entries submitted to Hitachi during the Promotion Period. The determination of winners will take place on the 28th of May, 2021. If one or more participants win the same number of points, the winner will be the participant who is first to redeem their points in the swag rewards store within the Hitachi Social Innovation Forum 2021 Americas event experience here: www.hsifamericas.com/en/redeem. All participant points must be redeemed for rewards by 5:00pm PST on 11th June, 2021. All points thereafter are forfeited. As per paragraph 9 above, there are limited quantities of items for redemption. Once all item quantities are redeemed by participants, no more will be made available. Should participants qualify for rewards by accumulating sufficient points, they are entitled to redeem only once, by selecting one item, that corresponds to the highest Tier Level of points earned or below.
11. Hitachi will notify the Prize winner via email within three (3) weeks after the end of the Promotion Period. The Prize winner will be entitled to receive the Prize, subject to the winner's provision to Hitachi of a valid postal address within the Promotion Region and upon acceptance of these Terms and Conditions. Within 30 days from the date of Hitachi's notification, Hitachi will mail the Prize by post from Hitachi's Merchandising facility in the United States to the winner's designated mailing address. For the Prize to be sent to their nominated address by post. Hitachi will bear the costs associated with posting the Prize to the Prize winner's nominated address, provided it is within the Promotion Region. Should the Prize winner fail to collect the Prize or notify Hitachi of their request within a reasonable period for the Prize to be posted in accordance with this paragraph 9, then they will forfeit their entitlement to the Prize and Hitachi will have no further liability to for any claim whatsoever associated with the Prize not being awarded or received. For the avoidance of doubt, Hitachi shall not be required to conduct a redetermination of the winners in such circumstances, but may choose to do so, in its sole discretion.
12. The Prize shall be awarded only to the individual Participant identified by Hitachi as the Prize winner. The Prize is awarded on a non-transferable basis and no cash or other alternative is available. To the extent permitted by applicable law, Hitachi is not liable for any defects in the prize. Hitachi reserves the right in its sole discretion (a) to substitute alternative items of equivalent or greater value and (b) in exceptional circumstances to amend or terminate the Promotion without notice. No correspondence will be entered into with the Participants in respect of such substitution or termination.
13. No exceptions to this Promotion will be allowed. Hitachi has the right to deny any and all Entries that do not meet the criteria applicable to this Promotion and do not fulfill the requirements set out in these Terms and Conditions.
14. Hitachi reserves the right to modify, extend or discontinue the Promotion, in whole or in part, at any time and without affirmative notice. The current Terms and Conditions can be accessed by Participants at any time through 60 days after the Promotion Period here: www.hsifamericas.com/en/redeem. By submitting Entries in the Promotion subsequent to any revision of these Terms and Conditions, Participants shall be deemed to have agreed to any such new or amended Terms and Conditions.
15. Without limiting paragraph 11, Hitachi has the right in its sole discretion to deny any claim to entitlement under this Promotion and/or may prohibit a Participant from participating in this Promotion if Hitachi (in its sole discretion) determines that such Participant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing.
16. All decisions made by Hitachi are final and non-negotiable.
17. This Program is void to the extent prohibited or otherwise restricted by applicable local law. If a portion of this Program is found to be prohibited or otherwise restricted by applicable local law, only that portion of the Program will be void.

18. Hitachi, and all of their respective officers, directors, employees, representatives and agents will have no liability to, and will be indemnified and held harmless by: (i) a Participant making an Entry in this Promotion, for any loss, damage or liability directly or indirectly related to the acceptance, possession, delivery, use or misuse of any matter or thing awarded or used under this Promotion.
19. By participating in this Promotion, Participants acknowledge and agree that in various countries, laws and regulations governing the export of computer products and technology may prohibit use, sale or re-export of any equipment and/or software and their associated technology related to the Promotion, if Participant knows or has reason to know that such equipment, software or associated technology are for use in connection with the design, development, production, stock piling or use of nuclear, chemical or biological weapons or missiles and in some countries, such as the People's Republic of China, for certain conventional military end-uses.
20. Participants will comply with all anti-bribery laws applicable to the place where they are located and do business as well as the United States Foreign Corrupt Practices Act ("FPCA"), UK Bribery Act and all other laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and local anti-bribery and anti-corruption laws. The FCPA makes it a crime for US corporations to bribe foreign government officials in order to retain business. Participants must not make, offer, promise or authorize directly or indirectly, any payment or transfer of anything of value to a foreign government official or make any payment to anyone who they know or should know will make such payment in order to promote or retain business or assist them in performing obligations and/or providing information to Hitachi.
21. Each Participant acknowledges that receipt of any Prize provided under this Promotion may trigger tax and/or other liabilities. By participating in the Promotion each Participant is confirming that they understand and agree to declare and pay promptly any such taxes, contributions or payments for which Participant is responsible. HITACHI will not be held liable for any taxes resulting from or related to providing the Participant with the prizes as a result of this Promotion.
22. Participants in this Promotion may be required to participate in publicity and/or promotional activity at no cost to Hitachi. By entering this Promotion, winners also give Hitachi consent to use their name in any publicity without any compensation or remuneration therefor.
23. Hitachi is not responsible for any lost, late or misdirected mail (including email).
24. The Promoter is Hitachi Vantara. Any questions regarding this Promotion should be addressed to **David Kolundzija at David.kolundzija@hitachivantara.com**. Any personally identifiable information submitted by you will be held in accordance with the Hitachi Privacy Policy located at <https://www.hitachivantara.com/en-us/company/legal/privacy.html>. By submitting your personal information, you are consenting to Hitachi Vantara processing your information in accordance with these Terms and Conditions and the Hitachi Privacy Policy.
25. The terms and conditions of this Promotion are governed by the laws of New York in the United States and any question relating to their interpretation is subject to the exclusive jurisdiction of the courts in Manhattan, New York.
26. "Hitachi Vantara" is registered with the U.S. Patent and Trademark Office as a trademark and service mark of Hitachi, Ltd. All other trade names, trademarks, and service marks used herein are the rightful property of their respective owners.
27. No purchase is necessary to participate in the Promotion. Void where prohibited by law. Eligibility restrictions apply, including as identified in these Terms and Conditions.