Viasat Holiday 2021 Echo Dot (3rd Gen) Offer TERMS AND CONDITIONS

The Viasat Holiday 2021 Echo Dot (3rd Gen) offer ("Offer") is valid for consumers who are legal residents of the United States residing in one of the 50 United States or the District of Columbia, and 18 years of age or older at the time of participation. Void where prohibited by law. By participating in this Offer, you ("you" or "participant") agree to these Terms and Conditions, and the decisions of Viasat, Inc. ("Sponsor") with respect to this Offer.

To receive your Amazon Echo Dot (3rd Gen) ("Reward")*, order Viasat Internet service between 12:00:00 a.m. Central Time ("CT") on November 15, 2021 and 11:59:59 p.m. CT on January 3, 2022, purchase a Silver, Gold or Platinum internet service plan, provide a valid email address when ordering service and complete installation of your new internet service. OFFER IS ONLY AVAILABLE IN SELECT AREAS. To determine if the offer is available in your area, and to order Viasat Internet service, call 866-504-0960 or visit your local Viasat retailer. Offer valid for new customers only.

After you meet the eligibility criteria, Viasat will send you an email with a link to a redemption site ("Website") to claim your Echo Dot (3rd Gen) or item of comparable value. Click on the Website link and follow the instructions to complete and submit the Reward-claim form within sixty (60) days of receipt of the Website link. Requests received after sixty (60) days will not be honored. After you meet all eligibility requirements and submit the Reward-claim form, the Reward will ship to the mailing address you specified within your Reward-claim form. Rewards will only be delivered to an address within the United States. Allow up to six (6) weeks for delivery of your Reward.

*Reward details:

- Your Reward will be provided in the form of an Amazon Echo Dot (3rd Gen) Smart Speaker with Alexa. Sponsor does not guarantee the accuracy of the product specifications.
- Reward supplies are limited. Sponsor, in its sole discretion and without obligation, may substitute the Reward with an item of comparable value.
- Limit one (1) Reward per Viasat Internet service account.

Sponsor reserves the right to cancel or modify the Offer or Reward at any time. Rewards cannot be sold, transferred or assigned. Any fraudulent submission or attempt by any person to submit more than one (1) request, as determined by Sponsor in its sole discretion, shall give Sponsor the right to deny such request. Additional restrictions and conditions may apply.

Offer is subject to Sponsor's Privacy Notice accessible at: <u>ViasatGeneralPrivacyNoticeUpdated-EN.pdf</u>. Any communication between the participant and Sponsor or its agencies regarding this

Offer (e.g., phone calls, chats, emails, etc.) may be recorded and retained for quality assurance and training purposes.

Sponsor is not responsible for unintelligible, lost, late, damaged, incomplete or misdirected submissions or Rewards for any reason, including, but not limited to, any change of participant's email address or mailing address. Sponsor is not responsible for the accuracy or availability of the Website. Sponsor or its agencies assume no liability or responsibility resulting from your participation in, or attempt to participate in, the Offer. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Offer, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized Website access. Any use of robotic, macro, automatic, programmed or like methods of submitting a Reward request will void all such requests and participant shall forfeit his/her Reward. Sponsor and its agencies are not responsible for any typographical errors in promotional materials, these Terms and Conditions, or any inaccurate or incorrect data contained on the Website. Use of Website is at your own risk. Sponsor and its agencies are not responsible for any personal injury or property damage or losses of any kind which may be sustained to you or any other person's computer equipment resulting from participation, or any attempts to participate, in the Offer. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR ITS AGENCIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

SPONSOR AND THEIR AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES"), MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REWARD OR ANY PRODUCTS OR SERVICES RELATED THERETO.

By participating in the Offer, each participant agrees to release, indemnify, defend and hold harmless Released Parties, from and against any claim or cause of action, including, but not limited to, personal injury, death, defamation, invasion of privacy, publicity rights, or damage to or loss of property, arising out of, in whole or in part, directly or indirectly, from participation or attempting to participate in the Offer or from acceptance, possession, receipt or use or misuse of the Reward or while participating in, traveling to, and/or preparing for any Offer-related activity. Further, you agree to be subject to the laws of the State of California in any potential dispute, and any controversy or claim arising out of or relating to the Offer shall be settled by arbitration administered by ADR Services, Inc. governed by the Federal Arbitration Act. The place of arbitration shall be Carlsbad, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THE WEBSITE OR INTERFERE WITH THE OPERATION OF THE OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor: Viasat Inc., 6155 El Camino Real, Carlsbad, CA 92009.

Questions? Call 866-504-0960.

Amazon is not a sponsor of this optional offer, nor does Amazon endorse this offer.