



DISCOVERY SESSION GIVEAWAY TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Okteto Discovery Session Gift Card Giveaway promotion (“**Giveaway**”) is sponsored by Okteto Inc. (“**Okteto**”). By participating in this Giveaway or accepting a Gift Card (as defined below), you agree to these Giveaway terms and conditions (“**Giveaway Terms**”). Okteto is giving away up to one hundred (100), \$100 Gift Cards (each a “Gift Card”) to eligible Participants (as defined below) subject to the following Giveaway Terms.

This is a limited quantity offer only available while supplies last. The Giveaway begins on December 6, 2023, and ends on December 31, 2024 (the “**Promotion Period**”) and is open to any person (“**Participant**”) who meets the following criteria:

1. To qualify for participation in the Promotion, individuals must be legal residents of the following countries: the United States, Canada, Brazil, Colombia, and Mexico. Those who are legal residents of any other country, including but not limited to Afghanistan, Belarus, Benin, Bosnia and Herzegovina, Burkina Faso, Burundi, Ivory Coast, Cabo Verde, Cambodia, Central African Republic, Chad, Comoros, Congo (Congo-Brazzaville), Cuba, Democratic Republic of the Congo, Equatorial Guinea, Eritrea, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Liberia, Libya, Madagascar, Maldives, Mali, Myanmar (formerly Burma), Nigeria, North Korea, North Macedonia, Russia, Somalia, South Sudan, Sudan, Syria, Timor-Leste, Tunisia, Uganda, Ukraine, Venezuela, Yemen, Zimbabwe, or any other country or territory that may, from time to time, become subject to U.S. export controls or designated as a country subject to a general prohibition on U.S. persons engaging in financial and/or export transactions, are not eligible to participate in the Promotion. Additionally, individuals listed on any restricted or prohibited party list maintained by the U.S. Departments of Commerce, State, and the Treasury are also ineligible for participation.
2. Is twenty-one (21) or older;
3. Is an IT professional within an organization and has an active email account and Internet access; and
4. Satisfies the following during the Promotion Period (the “Giveaway Requirements”): a. Completes the discovery session request form at <https://www.okteto.com/meet-with-okteto/>, including the required contact information; and b. Schedules and attends the intro call as well as the discovery meeting.

The Giveaway is not open to:

1. Employees, officers, and directors of Okteto and its affiliates or subsidiaries, employees of advertising, promotion, or other coordinating agencies, or any other entity involved with or otherwise providing services relating to this Giveaway, and the immediate family members (parent, child, sibling, domestic partner, or spouse of any of the foregoing) and persons living in the same household of such individuals, whether related or not;
2. Employees of government agencies and government-affiliated companies or organizations;
3. Persons who work for entities engaged in active negotiations to purchase products and/or services from Okteto; and
4. Any person whose employee guidelines or policies do not allow participation in promotions of this type or acceptance of promotional gifts or awards.

Limit one (1) Gift Card per eligible Participant per business email address. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

Participants who satisfy the Giveaway Requirements will be sent the Gift Card (including the relevant redemption code) within thirty (30) days of attending a meeting. Participants are responsible for ensuring the email address on file with Okteto is valid and current in order to receive the Gift Card via email. Participants agree to provide any additional information as may be required to deliver the Gift Card. All Gift Cards are subject to availability consistent with these Giveaway Terms. Okteto reserves the right to substitute an alternative award, in whole or in part, of equal or greater monetary value if the Gift Card cannot be provided as described for any reason, including without limitation if a Gift Card is not redeemable in an eligible Participant's country of residence.

By participating in this Giveaway, you represent and warrant that you have obtained any required approvals to participate in the Giveaway and receive a Gift Card (e.g., from an employer), and your acceptance of the Gift Card is at your sole discretion.

All Participants are responsible for compliance with any applicable federal, state, or local laws, rules and regulations, contractual limitations and/or office policies, if any, regarding participation in trade promotions or acceptance of promotional gifts. Participants are solely responsible for any applicable taxes connected with the Gift Card. These Terms and Conditions are governed by the law of the State of California, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Sweepstakes or these Official Rules must be brought in either the federal courts located in the Northern District of California or the state courts located in San Francisco, California.

Any Participant that lives in the UK or any Member State of the European Union can bring legal proceedings in respect of the Giveaway and these Giveaway Terms in either the State of California or the courts of their home country. Each Participant who enters the Giveaway in their capacity as a consumer and is a resident of the UK or any Member State of the European Union will benefit from any mandatory provisions of the law of the country in which he or she is resident and nothing in these Giveaway Terms, including the paragraph above, affects such Participants' rights as a consumer to rely on such mandatory provisions of local law.

If Okteto fails to comply with these Giveaway Terms, Okteto will be responsible for loss or damage that you suffer that is a foreseeable result of their breach of these Giveaway Terms or its negligence, but they will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Okteto's breach or if they were contemplated by you and the promoter at the time that you entered the Giveaway. Personal data will be processed following the consent you provided at the point of collection of your personal data, as further described in Okteto's Privacy Policy which can be located at <https://www.okteto.com/privacy-policy/>. Subject to applicable law, Okteto reserves the right to withdraw, vary, suspend, or terminate this promotional offer (including amending these Giveaway Terms) at any time, without notice.