

Machi Competition Terms and Conditions

1 Introduction

- 1.1 As part of the launch of our new NTT DATA immersive and interactive virtual platform we are conducting a competition in terms of which employees have the opportunity to earn points while interacting with information, content and videos on the platform (**'Competition'**).
- 1.2 These are the terms and conditions (**'Terms and Conditions'**) for the Competition, and together with official communications provided by NTT DATA shall govern and apply to all participation and activity arising out of and relating to the Competition.
- 1.3 By participating in the Competition, you accept and agree to the Terms and Conditions, as may be amended from time to time.

2 Participation

- 2.1 The Competition is being conducted by NTT DATA, Inc (**'NTT DATA'**, **'us'** and **'we'**).
- 2.2 The Competition is open to all employees of the NTT DATA Group (**'NTT DATA Group'** means NTT DATA, Inc and its subsidiaries), who are registered on the NTT DATA OKTA tool.
- 2.3 Employees who are not registered on OKTA will not be permitted to participate in the Competition.

3 How the Competition works

- 3.1 You will be required to log onto the NTT DATA immersive and interactive virtual platform, Machi, (**'Machi'**) using your NTT DATA login credentials.
- 3.2 Once you are logged into Machi, you will have the opportunity to engage with content, collateral and videos (**'Content'**) on Machi. You will earn points based on your engagement with Content and the more Content you engage with, the more points you will earn. We will determine how the points are allocated based on the Content.
- 3.3 To gain an entry into the Competition draw, you must reach or exceed the points threshold of 35 000 (thirty-five thousand) (**'Threshold'**). We may revise the Threshold, and we will notify you before we do.
- 3.4 If you do not reach or exceed the Threshold, you will not be entered into the draw. Those employees that reach or exceed the Threshold will automatically be entered into the draw.
- 3.5 There is a limit of 1 (one) entry per employee who has reached the Threshold. Once you have reached the Threshold, you will still be able to engage with Content, however, you will not earn any additional entries into the draw.
- 3.6 We may publish a leaderboard of those employees that have the highest scores. The leaderboard will be updated on an ongoing basis for the duration of the Competition.
- 3.7 Entries reflected on NTT DATA's records will be treated as the only validation source and shall be the only evidence of successful entries into the draw.

4 Competition timing

- 4.1 The Competition will run from 00.00 BST on 23 September 2024 until 23.59 BST on 4 October 2024 inclusive.
- 4.2 Once the Competition closes, you will no longer be able to access Machi. No late entries shall be made and/or accepted.

5 Prizes

- 5.1 The prizes will consist of:
 - (a) 1 (one) Microsoft product to the value of USD 999 (nine hundred and ninety-nine dollars); and
 - (b) 9 (nine) NTT DATA branded merchandise kits to the value of USD 83 (eighty-three dollars) each.
- 5.2 Prizes are non-transferable, non-refundable, non-exchangeable and cannot be redeemed for cash.
- 5.3 We reserve the right to substitute a prize of equal or greater value.
- 5.4 We are not responsible for any damaged prizes after delivery of the prizes to the prize winners.
- 5.5 The prize may be subject to additional terms and conditions which the prize winners must comply with.
- 5.6 Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners.

6 Prize winners

- 6.1 Prize winners will be selected from those employees that have reached or exceeded the Threshold.
- 6.2 Prizes will be drawn at NTT DATA's offices in London on 12 October 2024 and the prize winners will be the first entry drawn by lot or chance by the judges for the Competition for the applicable prize.
- 6.3 The prize winners will be announced on the NTT DATA Yammer page and via email on or before 30 November 2024, and any other means we deem appropriate.
- 6.4 The results of the Competition are final, and no further correspondence will be entered into with.
- 6.5 Subsequent to the announcement of the prize winners, we will liaise with the prize winners in order to arrange the delivery of the prizes. We will attempt to have the prizes delivered on or before 30 November 2024, however, delivery may be delayed depending on the location of the prize winners.

7 Personal data

- 7.1 In order to offer the Competition, we must collect and use your personal data.
- 7.2 You acknowledge that your name may be displayed and visible on a leaderboard on Machi. You acknowledge that should you be a prize winner, your name may be published in promotional materials related to the Competition.
- 7.3 We will only process your personal data as set out in applicable Privacy Statements. If you have any questions regarding the use of personal data, please contact global.privacy@global.ntt.

8 Limitation of liability

- 8.1 To the extent permitted by law, NTT DATA and the NTT DATA Group will not be liable to you for any loss, costs, expense or damage, whether direct, indirect, consequential, or punitive, in contract, tort, delict, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your participation in the Competition, including the acceptance or use of any prizes and/or participating in all activities in connection with the Competition.
- 8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- 8.3 You acknowledge that NTT DATA and/or the NTT DATA Group has not made any representations or warranties of any kind with respect to participation in the Competition, and you have not relied on any such representations or warranties in agreeing to participate in the Competition, or in acknowledging and accepting these Terms and Conditions.

9 General

- 9.1 **Breach.** If you contravene these Terms and Conditions, you may be disqualified from the Competition.
- 9.2 **Termination.** We may suspend, or terminate the Competition or any part thereof, at any time. You acknowledge that you will have no recourse or claim of any nature whatsoever against NTT DATA and the NTT DATA Group.
- 9.3 **Changes to terms.** We may change these Terms and Conditions at any time. If we do, we will update the 'Version' and 'Published Date' information at the bottom of these Terms and Conditions. We encourage you to regularly review these Terms and Conditions. You acknowledge that you will have no recourse or claim of any nature whatsoever against NTT DATA and the NTT DATA Group.
- 9.4 **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 9.5 **Severability.** Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining Terms and Conditions continue as intended.
- 9.6 **Transfer of rights.** We may transfer our rights and obligations under these Terms and Conditions to another organization. We will always tell you in writing if this happens.
- 9.7 **Law and jurisdiction.** The Competition and these Terms and Conditions are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- 9.8 **Contact us.** If you have any questions, concerns, or feedback regarding these Terms and Conditions or the Competition, please contact us at group.legal@global.ntt.