

Official Gift Card Give Away Rules

NO PURCHASE OR PAYMENT IS NECESSARY.

By participating in this Gift Card Give Away ("Give Away") sponsored by The Descartes Systems Group Inc. ("Sponsor"), winners and potential winners agree to be bound fully and unconditionally by these official rules ("Rules") and to Sponsor's decisions, which are final and binding in all matters related to this Give Away. Please note that as part of this Give Away winners and potential winners explicitly agree that Sponsor may contact them via phone or email message regarding this Give Away as well as about other marketing initiatives of Sponsor. If winners and potential winners wish to opt out of receiving such messages, please see the section titled "Communications".

1. Eligibility

This Give Away is open to any natural person who:

- 1) Is a legal resident of the United States of America or Canada, excluding the Province of Quebec;
- 2) Is at least 18 years of age or older at the time of entry;
- 3) Can influence a purchasing decision and is currently employed by a shipper, freight forwarder, customs broker, carrier, or other logistics service provider as determined by the Sponsor in its sole discretion;
- 4) Completes a demonstration of Descartes FTZ and
- 5) Is not restricted by any means or any person, including their employer, if employed by a shipper or freight broker, from participating in this Give Away.

Employees, officers, and directors of Sponsor or any affiliate of the Sponsor, along with any immediate family members or individuals who share the same household, whether legally related or otherwise, are not eligible to enter the Give Away. For the purpose of this Give Away, immediate family members are defined as spouses, partners, parents, legal guardians, siblings, in-laws, grandparents, children, and grandchildren. Further, for the purpose of this eligibility requirement of the Give Away, any roommates or housemates are considered to share the same household.

Sponsor reserves the right to exclude any person pursuant to section 7.

2. Entry Period

The entry period for this Give Away starts at midnight Eastern Time on May 15, 2024 and remains valid while stocks last ("Entry Period").

3. Means of Participation

To participate, winners and potential winners will agree to taking part and completing a demonstration of Descartes FTZ. The demonstration will take place over one or two hours, in one session to be held on a business day to be determined by Sponsor based on potential winner's availability. To qualify as having completed the demonstration, potential winners will have to complete the demonstration for the full

allotted time with the Sponsor's Sales representative. If a demonstration is started but not completed to the Sponsor's full satisfaction, no gift card will be awarded.

For winners and potential winners to be able to complete the demonstration, they will need to have access to a functional computer with internet access and a functional Internet connection that can support audio and visual presentation via the meeting application Microsoft Teams.

Once the demonstration has been successfully completed to the Sponsor's satisfaction, potential winners become winners and each winner will receive, from Sponsor via email to the address they agreed to provide the Sponsor, one \$50 gift card from Giftogram.

4. Gift Cards

After the demonstration is completed to the Sponsor's full satisfaction, winners will receive a \$50 gift card from Giftogram. Winners will be responsible for choosing the retailers they want to use the gift card with among the retailers made available by Giftogram on Giftogram's website at

https://giftogram.com/gift-cards?_gl=1*byhqy0*_up*MQ..&gclid=CjwKCAjw88yxBhBWEiwA7cm6pcgOWDa8y84qcLkVM57YuseA7z-MN1VylgdYROkjkDfdmSYaVokShoC2fAQAvD_BwE.

Winner is responsible for choosing where to use the gift card and with which retailer. Sponsors' only obligation with respect to the gift card is to send the gift card to the winner. Winners agree to be bound by Giftogram's terms of service, available at <https://giftogram.com/recipient-terms-of-service#:~:text=To%20the%20fullest%20extent%20permitted,violation%20of%20these%20TOS%20or>

The gift card must be used before 30 days. Any gift card not used by that date will be deemed forfeited and the Sponsor will have no further obligation with respect to that gift card. All gift cards are awarded "as is" and without any warranty of any kind, express or implied. Winners understand and agree that Giftogram is an independent third party from Sponsor and Sponsor's affiliates or group of companies. Sponsor disclaims all liability, directly and indirectly, with respect to and in connection to the gift cards, whether this liability arises in tort or contract, or any other theory of the law.

Each winner will be obligated to complete an affidavit (the 'Affidavit') of eligibility including a statement of his or her compliance with the eligibility and other requirements, agreement to be bound by these Give Away Rules, and an agreement to allow Sponsor, and its affiliated entities, to use the winner's name and other identifying information for promotional purposes to the extent allowable by law.

If any winner does not meet all of these requirements or any of the eligibility criteria, Sponsor retains the right to refuse and retain the gift card and select an alternative winner.

The gift card is not transferable or assignable.

5. Winner Selection and Gift Card Claiming

The winners will be contacted by the Sponsor through a phone or email message, at the discretion of the Sponsor, using the contact information provided to the Sponsor. The winner will be asked to confirm their eligibility and employment, acceptance to be bound by these Give Away rules, and their full legal name and a current email address. Notification will be deemed to have occurred upon the call being made or the email message being sent to the winner. Sponsor is not responsible for any delay that may occur

between contact being made with the winner and notification of the gift card winner or any action or inaction that results in the notification not being conveyed from the winner. For greater clarity, the Sponsor shall be considered to have met its responsibility to notify the winner upon the Sponsor sending notice to him or her.

Winners will have seven (7) days to provide the above requested information from the date of first notification. Failure to provide the above information, or a determination of ineligibility, will result in that winner being removed as a potential prize winner of the Give Away.

Failure to complete and return the Affidavit, if required, will disqualify the winner. The decision of Sponsor as to the selection and eligibility of winners will be at the Sponsor's sole discretion and is final.

6. Publicity, Waivers, Disclaimers, and Releases

Subject to applicable law, winners irrevocably grant the Sponsor, its affiliates, and their licensees, successors, assigns, and sub-licensees, the right and permission to use their name, address, email, telephone number, employer's name, and general Descartes [Forwarder/Broker solution use] details for advertising, promotional, and/or publicity purposes in connection with this Give Away or other similar marketing initiatives of the Sponsor or any of its affiliates, in all forms of media and by all manners, now or hereafter known, worldwide, in perpetuity, and without any obligation to provide notice or consideration beyond the awarding of the gift card.

Winners and potential winners agree that the Sponsor, its affiliates, and its respective directors, officers, employees, agents, advisors, successors, and assigns (collectively "Representatives") have neither made nor will be in any manner responsible or liable for any warrant, representation, or guarantee, express or implied, in fact or in law, in connection with the Give Away and/or with respect to any gift card. By participating in this Give Away, each winner and potential winner agrees to release, discharge, indemnify, and hold harmless Sponsor and its affiliates, and each of their respective past, present and future directors, officers, employees, contractors, partners, subcontractors, agents, advisors, successors, and assigns from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines, settlements, expenses, amounts or injuries (up to and including bodily injury and death) of any kind arising out of, in connection with or related to the winner or potential winner's participation in the Give Away (including any travel or other activity related to participation in the Give Away); ii) any acceptance, possession, misuse, or use of any gift card; iii) any alleged violation of the rights of publicity or privacy, claims of defamation or portrayal in a false light; iv) any error or limitation, whether intentional or unintentional, that causes the winner or potential winner to be unable to fully participate in the Give Away, including but not limited to the inability to identify a specific user; and v) any typographical, technical, electronic, human, or other error in the printing, offering, selection, operation, transcription of registration or entries, or announcement of any Give Away related activity and/or prize or gift cards.

Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that provision or bar the Sponsor from enforcing that term in the future. Winners and potential winners waive any right they may have to claim ambiguity of these Rules or any advantage or effect on interpretation that may arise from such a claim.

7. Disqualifications

If the Sponsor, at its sole discretion, determines that a potential winner or a winner does not meet or is not likely to meet the eligibility criteria, or has or intends to take any action or inaction that is designed to or has the effect of allowing the potential winner or winner to cheat, obtain an unfair advantage, to circumvent the Rules, or otherwise interfere in the administration, security, fairness, integrity, or proper conduct of the Give Away, or whose participation in the Give Away could potentially be prejudicial or could in any way result in harm to the Sponsor or the Sponsor's affiliates, and/or their respective employees, officers, and directors ("Cheating"), the Sponsor may disqualify the potential winner or winner from the Give Away as well as other existing or future give aways or sweepstakes that may be offered by Sponsor in the future. Any winner or potential winner determined by Sponsor, at its sole discretion, to have been engaged in or attempted Cheating will be immediately disqualified and will forfeit any right to a gift card or be obligated to refund the gift card to Sponsor if already awarded. Further, any winner or potential winner found by Sponsor, at its sole discretion, to be using this Give Away or any part or function of it to engage in or further any criminal enterprise or undertaking, cause economical, moral or reputational harm to the Sponsor, to obtain confidential information from the Sponsor, whether for his or her benefit or the benefit of a third party, or to compete with Sponsor or its affiliates, or with the intent to annoy, abuse, threaten, or harass any other person may be disqualified from the Give Away and from other existing or future give away or sweepstakes that may be offered by Sponsor.

The decision of Sponsor as to the eligibility of potential winners will be at the Sponsor's sole discretion and is final.

8. Privacy and Protection of Personal Information

Winners and potential winners understand and agree that Sponsor or its affiliates may store certain personal information, including but not limited to their full legal name, address, email, phone number, employment details, cookies, geolocation details, and IP address, along with general information about use of the Descartes Foreign Trade Zone (Descartes FTZ) solution for the purpose of administering and/or managing this Give Away as well as complying with applicable laws, regulations, and rules. This use is in addition to and does not replace or exclude any other uses as specified in any applicable commercial agreement, terms of use, or privacy policy of Sponsor. Winners and potential winners understand that such personal information may be transferred for processing or storage to a jurisdiction outside of the state in which it was collected, including but not limited to jurisdiction in Canada, European Union, or Asia. Sponsor's Give Away is subject to Sponsor's Privacy Policy, available at <https://www.descartes.com/privacy-center/general-privacy-policy>. Winners and potential winners understand and agree to be bound by such terms.

Further, use and/or redemption of the Giftogram's gift cards are subject to Giftogram's privacy policy, available at <https://giftogram.com/privacy-policy>. As a pre-condition of using and/or redeeming a gift card, winners agree to be bound by Giftogram's privacy policy and other policies, as may be amended from time to time.

Winners and potential winners have the right to request their personal information not be used by Sponsor or its affiliates for the purpose of administering and/or managing the Give Away and understand that such a request will cause them to be automatically disqualified from this Give Away, as well as potentially other existing or future sweepstakes or give aways offered by Sponsor. To engage in this, or

any other right, winners and potential winners should contact the Sponsor in writing at the address described at the end of these Rules.

9. Communications

As a condition of entering the Give Away, each winner and potential winner consents to the Sponsor or its affiliates providing their name, address, phone number, and/or email address to Giftogram solely for the purpose of contacting or communicating with the entrant about this Give Away and facilitate delivery of any gift card if awarded.

Winners and potential winners understand and agree that Sponsor or its affiliates may also use his or her name and contact information to contact them about future give aways or sweepstakes, as well as other marketing initiatives conducted by Sponsor or its affiliates. At any time, winners can withdraw or “opt out” of receiving such communications by notifying Sponsor in writing at the address at the bottom of these Rules, or by setting your preferences at this web page: [Email Preferences | Descartes](#) to remove contact information from Sponsor’s records. Winners and potential winners understand that withdrawing consent or opting out of such communications during the Entry Period, after having begun the demonstration or subsequently may cause them to be unable to participate fully in this Give Away or to be eligible to be a gift card winner.

10. Governing Law and Limitation of Liability

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules or the rights and obligations of winners, or Sponsors will be governed by and construed in accordance with the internal laws of the State of Delaware, or the Province of Ontario if the winner is located in Canada, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

Sponsor and Sponsor’s affiliates are not responsible for lost, interrupted, or unavailable network, server or other connections; miscommunications, computer or software malfunctions; transmission problems; loss of data, technical failures; garbled transmissions; damage to user’s software, computer or transmission devices; or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise, and whether caused by Sponsor or otherwise.

WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: 1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVE AWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; 2) ANY AND ALL CLAIMS, JUDGMENTS, SETTLEMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; 3) UNDER NO CIRCUMSTANCES WILL ANY WINNER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND WINNER HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHT TO SEEK, PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGE, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, IF ANY, WHICH ARE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500), OR ANY RIGHT TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND 4) WINNER’S REMEDIES WILL BE LIMITED SOLELY TO A CLAIM FOR MONEY DAMAGES, IF ANY, AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK

INJUNCTIVE OR EQUITABLE RELIEF. WHERE SUCH EXCLUSIONS ARE NOT PERMITTED BY LAW, THEY DO NOT APPLY.

11. Dispute Resolution

The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the federal courts in the State of Delaware, or in the Province of Ontario if the winner is located in Canada. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.

The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Give Away shall be resolved solely by binding arbitration before a sole arbitrator mutually agreed upon. If an in-person hearing is required, then it will take place in the State of Delaware or in the Province of Ontario, as the case may be.

The federal/state/provincial law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in the State of Delaware or in the Province of Ontario.

12. Sponsor Information

This Give Away is sponsored by The Descartes Systems Group Inc.

Mail:

120 Randall Drive,
Waterloo, Ontario,
Canada,
N2V 1C6

Email: dsg-privacy@descartes.com

Telephone: 1-800-419-8495

Fax: 1-519-747-0082