USEReady Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. <u>Eligibility</u>

The USEReady Sweepstakes (the "Sweepstakes") is open to all participants who are at least eighteen (18) years of age or older at the time of entry (the "Entrant" or "Entrants"). Employees, independent contractors, and interns of USEReady, Inc. and each of their respective divisions, affiliates, parent companies, subsidiaries, advertising, and promotion agencies (including, in each case, immediate family members) are not eligible to enter the Sweepstakes. For purposes of this promotion, "immediate family members" is defined as spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or entry by current or past marriage, remarriage, adoption, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related. In order to enter the giveaway or win a prize, the Entrant must comply fully with these official rules (the "Rules"), and by entering agrees to be bound by these Rules and the decisions of USEReady whose decisions shall be binding and final in all respects.

2. <u>Sponsor</u>

The Sweepstakes is sponsored by USEReady, Inc. located at

1407 Broadway Suite 721 New York, NY 10018

3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. By providing personal information, participant agrees to receive regular promotions and offers via email from USEReady, Inc. with the opportunity to opt-out. Personal information will not be shared with third parties and/or marketing partners. Prize restrictions may apply. Void where prohibited by law.

4. <u>Sweepstakes Period</u>

The Sweepstakes begins on October 13, 2020 and ends November 9[,] 2020 (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes.

5. <u>How to Enter</u>

Visit <u>https://www.useready.com/dreamforce2020-raffle/</u> - watch a video and submit your work email address at the end of the video to enter the raffle draw. You can watch more videos (and submit your email at the end of each video) to submit more entries into the draw. Each submission counts as one unique entry. All eligible entrants can submit 8 entries by watching all 8 videos.

Further, participants in San Francisco can enter the raffle by taking a picture of the plane carrying the USEReady banner over the Salesforce Tower and posting the same picture to any Social Media channel with the hashtag USEReady (**#USEReady**). Each picture accompanied with the hashtag (**#USEReady**) will be entered into the raffle.

All entries become the property of the Sponsor and will not be acknowledged or returned. Odds of winning are based on the number of valid entries. Five (5) participants will be randomly selected as the prize winners.

6. <u>Prize</u>

Five (5) entries will be randomly selected – these Five (5) names picked names picked will be the winners of the USEReady Sweepstakes.

Each winner will receive a Pass to Dreamforce 2021. The prize is not redeemable for cash. Winners will have the option to accept the entire prize package or reject the entire prize package.

In the event of a winner rejecting the prize package, a new winner will be randomly selected. The prize may not be transferred, substituted, or assigned, except at the sole discretion of USEReady, Inc.

USEReady, Inc. reserves the right to substitute prizes of equal or greater value. All local, state, and federal taxes incurred by accepting a prize will be the sole responsibility of the Giveaway Winner.

The potential winners will be notified by email, mail, or phone. Each potential winner will be required to complete, electronically sign and submit an Affidavit of Eligibility and Liability / Publicity Release form within five (5) days of the date of notice or attempted notice is sent, in order to claim his or her prize.

If a potential winner cannot be contacted or fails to submit the Affidavit of Eligibility and Liability/Publicity Release within the required time-period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits prize.

If the potential winner is at least 18, but is still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his//her parent or legal guardian, who will sign the Affidavit of Eligibility and Liability/Publicity Release on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must

continue to comply with terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

In the event that a potential winner is disqualified for any reason, the Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately **8-10 weeks** after the conclusion of the Sweepstakes.

7. <u>General Conditions</u>

Winners will be announced on November 10,2020,10 AM EST

The decisions of USEReady, Inc. will be final as to all matters in connection with this promotion.

<u>Taxes:</u> Any valuation of the prize stated above is based on available information provided to USEReady, and the value of any prize awarded to the winner may be reported for tax purposes as required by law. The winner is solely responsible for reporting and paying any, and all applicable taxes related to the prize and paying any expenses associated with any prize, which is not specifically provided for in the official rules. The winner must provide USEReady with valid identification and a valid taxpayer identification number or social security number (SSN) before any prize will be awarded. Any person winning over \$600 in prizes from USEReady will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

Potential Giveaway Winner must sign an Affidavit of Eligibility, Liability/ Publicity Release (the "Release") in order to be eligible to accept the prize.

Privacy. Information collected from entrants is subject to Sponsor's privacy policy.

8. <u>Disputes.</u>

By entering this Giveaway, you agree (i) to be bound by these Official Rules and the decisions of the USEReady/Sponsor which are final and binding and (ii) if you are chosen as the winner, to consent to the use by USEReady, Inc and its designees of your name, city and state of residence and photograph or likeness for advertising and promotional purposes (online and offline) in any and all media, now or hereafter known throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law.

Entry materials that have been tampered with are void. In the event of a dispute concerning the identity of an entrant, entry will be declared made by the Authorized Account Holder of the email address from which the entry was submitted and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person assigned to an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses at the time the entry was submitted. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the

rights and obligations of the entrant and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

In addition, any dispute relating to the Contest (including these Official Rules) shall be brought in the appropriate State or Federal court having jurisdiction over the subject matter located in the City of New York. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have. Contest materials are void if incomplete or if they contain errors. All applicable Federal, State, and Local laws and regulations apply.

USEReady, Inc, reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the contest should a virus, bug, non-authorized human intervention, fraud, or other cause beyond USEReady Inc. control corrupt or affect the administration, security, fairness, or proper conduct of the contest. USEReady, Inc., is not responsible for technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment.

CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, USEReady will disqualify any such individual and reserves the right to seek damages (including attorneys' fees) and no other remedies from any such individual to the fullest extent permitted by law.

9. <u>Release and Limitations of Liability</u>

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including but not limited to

(a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or flyover, if applicable, or in any Sweepstakes-related materials; or (e) injury, death, losses, or damages of any kind, to person or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties

are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. The Entrant waives the right to claim any damages whatsoever including, but not limited to, punitive, consequential, direct, and indirect damages. 217152944v3