

Miro Assist Challenge Contest Rules

Overview

The Miro Assist Challenge (the “Contest”) is a contest where three (3) winners will be chosen at random to receive one of three prizes. Miro will choose the winner(s) in accordance with these Official Rules (the “Rules”). The term “Participant” or “You” refers to you as an individual or as part of a team participating in the Contest and agreeing to the Rules. See below for the complete details.

By taking part in the Contest you accept and agree to the terms of these Rules. These Rules form a binding legal agreement between You and the Organizer with respect to the Contest. Furthermore, you agree to comply with any other Miro terms and policies you have previously agreed to (including Miro’s Terms of Service and Privacy Policy). All such terms and policies are incorporated herein by reference.

Organizer

This Contest is organized by RealtimeBoard, Inc. dba Miro, 201 Spear Street, Suite 1100, San Francisco, CA 94105, USA (“Miro” or “Organizer”). Miro is the sole party responsible for operating and judging the Contest.

Fees

The Organizer does not charge Participants an entry fee or any other associated charges to register or compete in the Contest.

Timeline

The Contest closes at 11:59pm March 1st, 2024 with winners drawn at random by Miro on or before 11:59pm March 15th, 2024.

You can submit your entry at any point prior to 11:59pm March 1st, 2024.

The winners will be announced on the community forum on or before March 15th, 2024. Winners will also be notified directly via email or private message on the community forum. If the winner does not claim the prize within 14 days of being notified then they will forfeit the prize and judges will select a new winner. To claim the prize the winner must follow the instructions in the email notifying them that they are the winner. The Winner will receive their prize no later than 10 days after they claim the prize. The names of the winners will be available after March 15th, 2024 by emailing community@miro.com.

Participants

This Contest is open to any Miro user. You must have a Miro account and be eighteen (18) years of age or older at the time of entry, residents of any country are permitted, except as provided herein.

The following categories of people are NOT eligible to enter the Contest: employees of Miro and its subsidiaries, and affiliates; their immediate family members and/or persons living in the same households.

Submission

How to Submit

Submissions will be accepted within the Miro Community Forum. Participants may enter the Contest by adding a link to their submission to the event thread. Only one entry per person. Multiple entries will be disqualified.

Prizes

Three prizes will be awarded via random drawing.

1. (1) \$150 Visa Digital Gift Card
2. (1) \$150 Visa Digital Gift Card
3. (1) \$150 Visa Digital Gift Card

There are no alternative prizes to be offered.

Terms of Prize Awards and Taxes

All prizes are valued in U.S. Dollars.

All prizes are subject to standard terms and conditions governing such prize, if any. The Organizer reserves the right to substitute any prize package with another prize of equal or greater value in the event that the advertised prize (or any component thereof) is not available.

All Taxes imposed on prizes related to the Contest are the sole responsibility of the Participant and Participant agrees to pay all Taxes and comply with all applicable tax laws and regulations arising out of the Contest. For purposes of the Rules, "Taxes" means any sales, use, withholding and other taxes (other than taxes on Miro's income), export and import fees, customs duties and any other taxes or charges applicable to the Contest contemplated by these Rules that are imposed by any government or other authority. If a potential winner fails to comply with such laws or provide such documentation within the time frame requested by Organizer, the prize may be forfeited and the Organizer may, in its sole discretion, select an alternative potential winner. The Organizer reserves the right to retain any tax withholdings applicable to relevant legislation. To accept a prize, winners may be required to complete a tax form and/or other documentation, as required by Organizer in its sole discretion.

The prize draw is open to residents of all countries with the exception of any U.S. embargoed country. The Organizer reserves the right at its own discretion to appoint another company, including, but not limited to, any Miro affiliates or agents, to administer the prize in the Contest.

General Conditions

All applicable federal, state, provincial and local laws and regulations apply to Organizer and Participants. The Organizer reserves the right to disqualify any entrant from the Contest if, in Organizer's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, the Organizer, or the judges.

The Organizer reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest for any reason or no reason whatsoever, including but not limited to circumstances involving infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, or integrity of the Contest. The Organizer further reserves the right to disqualify any Participant who tampers with the submission process or any other part of the Contest or Contest website. Any attempt by a Participant to deliberately damage any website, including the Contest website, or undermine the legitimate operation of the Contest is a violation of these Rules and criminal and civil laws, and should such an attempt be made, the Organizer reserves the right to disqualify such Participant from the Contest and seek damages from any such Participant to the fullest extent of the applicable law. Organizer shall have no responsibility for entries lost or not received nor will it accept incomplete entries.

Nothing herein shall constitute an employment, joint venture, or partnership relationship between the Participant and the Organizer, or an offer for any of the foregoing. Participants will not receive any compensation from Organizer in connection with any Entries. Each Participant acknowledges and agrees that Organizer or other Participants or third parties may have developed or commissioned works which are similar to the Entry of Participant or Participant's team, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the Entry of Participant or Participant's team.

Limitation of Liability

IN NO EVENT WILL ORGANIZER BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ORGANIZER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Some jurisdictions may not allow certain limitations on liability and so the foregoing limitations may not apply to you. To the full extent permitted by the law, the Organizer will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Contest or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.

Representations, Warranties and Disclaimers

Participant represents and warrants that any information they provide in their survey submission does not violate any agreement or obligation to any invention assignment, proprietary information, confidentiality, non-solicitation, noncompetition or similar agreement with any employer or other person.

YOU PARTICIPATE IN THE CONTEST AT YOUR OWN RISK. ORGANIZER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE CONTEST.

The Organizer is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilized in this Contest, for any technical error or interruption that may occur in the course of the administration of the Contest, for theft, destruction or unauthorized access to, or alteration of, your app or any other materials submitted by you, or for any technical or human error which may occur in the processing of submissions in the Contest. The Organizer assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries.

Publicity

Except where prohibited, by participating in the Contest, Participant consents to the use of his/her name and contest submission including other any content submitted to Miro for purposes of this contest for advertising and promotional purposes, including without limitation, inclusion in

Organizer's newsletters, Organizer's website, and any of the Organizer's social media accounts or marketing channels without additional compensation.

Indemnity

You agree to release, indemnify, defend and hold Organizer and its parents, affiliates, subsidiaries, directors, officers, employees, Organizers and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Organizer's control that may cause the Contest to be disrupted or corrupted; (ii) any claim that information provided by a Participant infringes third party intellectual property or proprietary rights; (iii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest; (v) any printing or typographical errors in any materials associated with the Contest; technical errors that may impair your ability to participate in the Contest; or (vi) errors in the administration of the Contest.

Privacy

The Organizer may collect personal data about you in accordance with its Privacy Policy, including for administering the Contest and verifying your identity in the event your entry qualifies for a prize. By entering into this Contest, you consent to your personal data being shared with third parties for the purposes of administering the Contest and prizes.

Governing Law and Venue

These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and you expressly waive any and all such rights.

The Organizer and the Participant irrevocably submit to the exclusive jurisdiction of the federal and state courts located in San Francisco, California for any claim arising out of or concerning the validity, performance or enforcement of these Rules, and the parties hereby consent to the personal jurisdiction of such courts.

The Participant acknowledges and accepts that claims brought against the Organizer shall be only on an individual basis and not as a plaintiff or class member in any possible future class or representative action or similar proceeding. Unless otherwise agreed by the Organizer and the Participant, the Participant may not adjoin or consolidate any claim with more than one person;

and the Participant may not otherwise supervise or take over any form of a class, representative or consolidated proceeding.

Miscellaneous

These Rules constitute the final, complete and exclusive understanding between Organizer and Participant with respect to Participant's participation in the Contest, and supersede any prior or contemporaneous representations, rules, or agreements, whether written or oral.

By entering the prize draw you agree to be bound by these terms and conditions.

Please retain a copy of these terms and conditions for your records.

Question?

community@miro.com.