Optimizely Sweepstakes @ Dreamforce 2019

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Optimizely, Inc. is a Groundbreaker Sponsor of the Dreamforce 2019 conference which begins Tuesday, November 19, 2019, and ends Friday, November 22, 2019 ("Dreamforce"). Optimizely, Inc. will have a booth in the Dreamforce Expo Hall located in Moscone Center South, 747 Howard Street in San Francisco ("Booth"). In addition, on November 19, Optimizely will transform its San Francisco headquarters into a relaxation station for Dreamforce attendees ("Customer Cabana").

On the last day of Dreamforce, Optimizely, Inc. ("Sponsor") will hold a random drawing where three (3) eligible Dreamforce attendees may win one of three different prizes ("Sweepstakes"). This Sweepstakes is void outside the fifty (50) United States and the District of Columbia, and where prohibited by law.

1. ELIGIBILITY: In order to be eligible to participate in this Sweepstakes, the entrant must be (a) 18 years of age or older (as of November 19, 2019), (b) registered to attend Dreamforce; and (c) have an official Dreamforce badge with his/her name on it ("Badge"). An individual that meets all of these requirements will be considered a Participant in this Sweepstakes. Depending upon the particular prize, the Participant will need to meet the following additional eligibility requirements:

   (a) **Blue Apron and ClassPass Prizes.** The Participant must be a legal resident of one of the fifty (50) United States or the District of Columbia.

   (b) **Peloton Bike Prize.** The Participant must be a legal resident of California and reside in one of the following counties: Alameda, Contra Costa, Marin, or San Francisco.

   (c) **Employees, officers, and directors of Sponsor and those of its affiliates, subsidiaries, partners, agents and those prize providers and agencies that are involved in the development or execution of this Sweepstakes or any of its materials, and the immediate family members (spouses, parents, and children and household members of each such person are not eligible to enter or win a prize.**

2. AGREEMENT TO OFFICIAL RULES. By participating in the Sweepstakes, Participants fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.

3. HOW TO ENTER: There are two (2) ways to participate in the Sweepstakes:

   (a) **Badge Scan at Booth.** A Participant can have his/her Badge scanned by Sponsor’s employee when the Participant visits the Booth during Dreamforce.

   (b) **Badge Scan at Customer Cabana.** A Participant can have his/her Badge scanned by Sponsor’s employee during the Participant’s attendance at the Customer Cabana.

In addition to having his/her Badge scanned, the Participant must acknowledge his/her participation in the Sweepstakes by agreeing to these Official Contest Rules no later than noon on Friday, November 22, 2019.

4. LIMIT. Up to two (2) scans of the Participant’s Badge during Dreamforce, regardless of the location or manner in which the Badge is scanned. Multiple Participants are not permitted to share
the same Badge. Any attempt to obtain more than the permitted number of entries by using multiple and/or different identities, Badges (whether official or counterfeit), registrations, or any other method will void all of that Participant’s entries and that Participant may be disqualified at Sponsor’s discretion. Sponsor is not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user’s computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. In the event of a dispute as to the identity of a Participant, the name of the individual on the Badge will be deemed to be the Participant. Each potential winner may be required to show proof of being the authorized holder of the Badge.

5. **ALL POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE OR EVEN IF PARTICIPANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL PARTICIPANT’S ELIGIBILITY, AND THE POTENTIAL SWEEPSTAKES WINNER HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREENSHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.**

6. **PRIZE SELECTION AND VERIFICATION OF POTENTIAL WINNERS.** Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. The Sponsor’s decision as to the administration and selection of potential winners is final and binding in all matters related to the Sweepstakes.

On or about December 1, 2019, Sponsor will randomly select the potential winners of the Sweepstakes prizes from among all eligible entries received during Dreamforce. The odds of winning a prize depend on the total number of qualified entries received.

The potential winners will be notified via mail, email or telephone. Except where legally prohibited, the winner of the Peloton bike will be required to sign and return to Sponsor, within seven (7) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (“Affidavit”) in order to claim the Peloton bike prize and to fulfill any such other requirements as determined by Sponsor. Each potential winner of any other prize will be required to provide Sponsor a mailing address (no P.O. Boxes) for prize fulfillment purposes within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If any potential winner cannot be contacted or fails to sign and return the Affidavit or provide any other requested information (as applicable) within the required time period, or if a prize is returned as undeliverable, he/she forfeits the applicable prize. In the event that a potential winner of any prize valued is disqualified for any reason, Administrator will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternates, if time permits. If the alternate potential winners are disqualified, the applicable prize will not be awarded. The prizes will be fulfilled approximately 8 to 10 weeks after the conclusion of the Sweepstakes. Unclaimed, un-awarded, or forfeited prizes will remain un-awarded.

7. **SWEEPSTAKE PRIZES:**
(a) One Peloton bicycle + 1-year membership to streaming classes (worth @ $3000)
(b) $500 Classpass Credit
(c) $200 Blue Apron Credit

The Sponsor is not responsible for complaints or issues regarding digital codes/certificates (claims that digital code/certificate is invalid, insufficient, etc.) and the winner should address any such issues with the issuer of the digital code/certificate.

Prizes are not transferable and no substitutions are allowed except in Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize (or portion of prize) is unavailable. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of a prize not specifically stated herein are the sole responsibility of the winner. Sponsor will not replace any damaged, defective, lost or stolen prizes.

8. GENERAL CONDITIONS: If the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to, fraud, technical failures, regularly-scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Sweepstakes and award the prizes in a random drawing from among all eligible entries received up to the time of impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. RELEASE AND LIMITATION OF LIABILITY: Except where prohibited by applicable law, by participating in this Sweepstakes, Participant agrees to release and hold harmless Sponsor and its subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of registrations and game plays; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Sweepstakes or receipt, use or misuse of any prize. Participant 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 Released Parties be liable for attorney’s fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason a Participant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another Sweepstakes entry, if it is possible. If the Sweepstakes has been discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded.
WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ALL PRIZES, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. **DISPUTES**. Except where prohibited, Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court in Santa Clara County, California; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys’ fees; and (c) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

11. **PERSONAL INFORMATION**: Information collected from Participants in this Sweepstakes is subject to Sponsor’s Privacy Statement, located at [http://www.optimizely.com/privacy](http://www.optimizely.com/privacy).


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