

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF A TICKET TO OPTICON19 WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**1. Sweepstakes.** The Optimizely Win a Trip to Opticon19 (the "Sweepstakes") begins at 12:01 a.m. (Pacific Daylight Time (PDT)) on June 19, 2019, and ends at 11:59:59 p.m. (PDT) on August 4th, 2019 (the "Sweepstakes Period").

**2. Prize Details.** One (1) winner will receive a prize pack that consists of the following:

(a) one (1) pass to attend one (1) educational workshop scheduled to be held on September 11, 2019, which is the day before Opticon19. You may select from one of the following 4 workshops: (i) Building Blocks of Optimizely X Web Experimentation; (ii) Foundations of Feature Management and Full Stack Experimentation for Developers; (iii) Beyond the Basics: Advanced Web Experimentation Techniques, or (iv) Operationalizing Full Stack and App Experimentation for Product Managers.

(b) one (1) VIP ticket to attend the Opticon19 Conference scheduled to be held on September 12-13, 2019 in San Francisco, California;

(c) 2 night stay at The Marriott Marquis for September 11 and 12, 2019);

(d) Roundtrip airfare (U.S. only);

(e) Transportation to and from San Francisco International Airport to The Marriott Marquis

**3. Entry.** You will need to complete the entry form located at the following URL: <https://www.optimizely.com/resources/Opticon19-Win-Trip/> ( the "Entry" or "Entries"). The "authorized account holder" is the natural person assigned to the email address by the email provider and will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. Only Entries received within the Sweepstakes Period will be accepted. By participating, you expressly acknowledge compliance with these Official Rules, including all eligibility requirements.

**4. Eligibility.** The Sweepstakes is open only to individuals that are: (a) 21 years of age or older and at least the age of majority in your jurisdiction of residence at the time of entry, and (b) legal residents of one of the 50 United States and the District of Columbia (excluding residents of Puerto Rico, and all other U.S. territories and possessions). Employees of Sponsor or any of its subsidiaries, affiliates or partners, including their immediate family and household members, are not eligible to participate in the Sweepstakes. Failure to meet the eligibility requirements may result in an entry being invalid and/or forfeiture of any prize. Sponsor's decisions are final and binding. Use of any automated, robotic, or third

party system to participate is prohibited, and will result in disqualification.

**5. Limitations on Entries.** Multiple participants are not permitted to share the same email address. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified.

**6. Awarding the Prize.** There will be one (1) individual random drawing to award the Prize. The drawing will be conducted by the Sponsor, on or about August 5, 2019, from among all eligible Entries received. You need not be present to win. The odds of winning will depend on number of valid Entries received. Sponsor's decisions are final in all matters related to the Sweepstakes. Subject to these Official Rules, the prizes will be awarded. The winner will be notified by email, phone and/or regular mail and may be required to sign and return a declaration of eligibility and compliance with these Official Rules, a publicity/liability release (unless prohibited by law), and any other requested documents within the time period stipulated in the documents. The winner must then respond to Sponsor within seventy-two (72) hours. Should the winner fail to respond to Sponsor or be disqualified, Sponsor reserves the right to select a new, replacement winner. Unclaimed prizes will not be awarded. Failure to comply with this requirement may result in disqualification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any email account or physical address. Sponsor reserves the right to cancel if the fairness of the Sweepstakes is compromised. In the event of a dispute as to any online entry, the authorized account holder of the email address associated with the entry, at the time of entry, will be deemed to be the entrant. By participating in the Sweepstakes, you agree to Sponsor's inclusion of your name, and the city or town and state of your residence on such list if you are a winner.

**7. Taxes.** The winner is responsible for applicable federal, state, and local taxes, including sales, income and any other taxes. Prizes are not transferable and cannot be substituted for cash. The approximate retail value of all prizes together is approximately US\$3,500.00. The prizes are subject to availability and are subject to change. The prizes may not be transferred or assigned. No substitutions (including for cash) are permitted, except Sponsor reserves the right to substitute prizes of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these Official Rules. Winners may be required to supply a social security number prior to the award of prize. Sponsor may file an IRS Form 1099 with the Internal Revenue Service for the fair market value of any prize.

**8. Privacy and Use of Sweepstakes Information.** Entrant information received by Sponsor in connection with this Sweepstakes will be collected in accordance with Sponsor's privacy policy, which can be found at <https://www.optimizely.com/privacy/>.

**9. Governing Law.** These Rules and this Sweepstakes are governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, San Francisco. The parties consent to the jurisdiction of the state courts of California and the federal courts located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of this Sweepstakes. This Sweepstakes is subject to all applicable laws. Void where prohibited.

**10. Limitation of Liability.** Sponsor and its subsidiaries, affiliates and promotional agencies, and their respective officers, directors, employees, representatives and agents, are not responsible for lost, damaged, illegible, incomplete or incorrect entries, and shall have no liability for any damage, loss or liability to any person or property due in whole or in part, directly or indirectly, to the acceptance, possession, use or misuse of a prize or to participation in this Sweepstakes.

**11. Indemnity.** Winner shall indemnify, defend and hold harmless the Released Entities from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) winner's participation in the Sweepstakes; (b) a breach or allegation which if true would constitute a breach, of any of the winner's representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

**12. Disputes.** Except where prohibited, participating entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Santa Clara County, California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. ALL PARTICIPATING ENTRANTS AND PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT

INDUCEMENT THEREOF.

**13. Release.** BY ENTERING THE SWEEPSTAKES, EACH ENTRANT RELEASES AND AGREES TO HOLD HARMLESS Sponsor AND ITS SUBSIDIARIES, AFFILIATES AND PARTNERS, INCLUDING THE COSMOPOLITAN, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I) ENTERING THE SWEEPSTAKES; (II) ACCEPTANCE OR USE OF ANY PRIZE; AND (III) OTHERWISE ARISING OUT OF OR RELATING TO THE SWEEPSTAKES. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WINNER ACCEPTS ANY AND ALL RISKS, INCLUDING WITHOUT LIMITATION, RISKS OF INJURY, ILLNESS, DEATH AND PROPERTY DAMAGE.

**14. Cancellation.** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Grand Prize using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that

provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at the time of entry.

**15.** To request a list of the winner's name, send a self-addressed, stamped envelope to: Optimizely, Inc., *Win a Trip to Opticon19 Sweepstakes*, 631 Howard Street, Suite 100, San Francisco, CA 94105. Requests must be received by October 31, 2019.

**16. Sponsor.** The Sponsor of this Sweepstakes is Optimizely Inc., 631 Howard St #100, San Francisco, CA 94105). Any questions regarding this Sweepstakes should be directed by email to [opticon19@optimizely.com](mailto:opticon19@optimizely.com).