

## Conference Giveaway Official Rules

### 1. Entry.

No purchase or payment of any kind is necessary to enter or win the giveaway (the "Giveaway"). A purchase will not improve chances of winning. The Giveaway runs from 12:00 AM PST December 14, 2011 until 11:59 PM PST March 1, 2012 ("Giveaway Period"). The Grand Prize drawing will occur on January 15, 2012. All other prize drawings will occur on March 1, 2012. The Promoter's computer is the official time keeping device for the Giveaway. Promoters reserve the right to extend the Giveaway Period without notice to participants.

To enter, go to [www.SharePointGiveaway.com](http://www.SharePointGiveaway.com) (the "Site"), complete and submit the entry form as instructed. Only one entry per person is allowed; additional entries will be disqualified. By providing your e-mail address and telephone number, you grant the Promoters the right to contact you regarding the Giveaway and other commercial products and services of Promoters. Your personal information will be kept strictly confidential by Promoters and will not be sold, rented or otherwise disclosed to any person or organization outside of the Promoters.

### 2. Eligibility.

The Giveaway is open to individuals legally residing in the United States and the District of Columbia who are twenty-one (21) years of age or older at the time of entry. Residents of New York, Florida, Rhode Island and Puerto Rico and other U.S. territories are not eligible for entry. Void where prohibited or restricted by law. The Giveaway is subject to all applicable federal, state and local laws and regulations. Entries that are lost, late, misdirected, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Promoter's servers or elsewhere, will not be eligible. Computer-generated entries will not be eligible. Promoters, in their sole discretion, reserve the right to disqualify any person suspected of tampering with the entry process, the operation of the website or otherwise in violation of the Official Rules. Persons in any of the following categories are NOT eligible to participate or win the Prize in the Giveaway: (a) employees, agents or independent contractors of Promoters or Sponsors and each of its parents and affiliates, agencies, distributors, wholesalers and retailers; (b) individuals engaged or employed by a company that is engaged in the development, production or distribution of materials for the Giveaway; and (c) persons who are immediate family members (defined as mother, father, sister, brother, daughter, son or spouse) of any person in any of the preceding categories and individuals living with them in the same household.

### 3. Potential Winners and Drawing.

Online winners will be selected by random drawing on or around the end of the Giveaway Period and will be notified by e-mail and telephone. You must provide a valid email address and phone number to win.

Online winners will be notified by email and phone within seven (7) business days. In order to claim a prize, the potential winner may be required to execute a notarized affidavit of eligibility, a publicity release, and where lawful, a liability release, and W-9 form, which must be completed and returned to Promoters within seven (7) business days after notification or the prize will be forfeited. In the event of noncompliance, or if the potential winner cannot be reached at the email or phone number provided on the potential winner's entry form, or if the prize is unclaimed, the prize will be forfeited and an alternate potential winner will be selected by random drawing.

*Note: You are not a winner of any prize until your compliance with these Official Rules has been verified and redeemed, in accordance with the Official Rules.*

### 4. General Conditions of Participation.

By participating in the Giveaway, participant agrees to abide by and be bound by these Official Rules. Prizes will only be awarded if participant fully complies with these Official Rules. Only one prize will be awarded to each qualified winner. No substitutions for prizes except by Promoters in which case a prize of equal or greater value will be substituted. Except where prohibited, acceptance of prize constitutes consent to use winners' names and likeness for editorial, advertising and publicity purposes, without further compensation. Void where prohibited by law. Giveaway is subject to all applicable federal, state, and local laws and regulations. Promoters, in their sole discretion, reserve the right to disqualify any person suspected of tampering with the entry process or otherwise violating the rules. Promoters further reserve the right to cancel, terminate, or modify any promotion not capable of completion as planned, including infection by computer virus, bugs, tampering, cancellation of conference, force majeure, or technical failures of any sort. If potential winners cannot be reached or do not pass comply with Official Rules within seven (7) business days of

notification, the prize will be forfeited and an alternate potential winner will be selected. All decisions of Promoters are final.

## **5. Prizes.**

Prizes Include:

- A. A conference pass to SPTechCon 2012 in San Francisco plus two (2) nights hotel stay valued at \$1,700
- B. SharePoint Composer & Maestro Bundle valued at \$5,695. Licenses are non-transferrable.
- C. Apple iPad (16GB) valued at \$500
- D. Xbox 360 valued at \$400
- E. 10 \$20 Starbuck gift cards
- F. Additional prizes as determined by Promoters.

Additional prizes may be given at Promoter's discretion. Only one prize per winner will be awarded. Should the actual value of the Prizes be less than stated, the difference will not be awarded in cash.

## **6. Use of Site.**

All content on the Site is protected by U.S. and international copyright and trademark laws, and is the property of the promoters and/or sponsors or third party owners from whom we license materials solely for our use. The trademarks and logos displayed on this Site, including those of sponsors and promoters and various other product names and logos are registered trademarks. The trademarks of third parties, including our advertisers, may also appear on this Site. Unauthorized use, publication or exploitation of text, images or other content on this Site is unlawful and you are expressly prohibited from using, copying, reproducing, republishing, modifying, uploading, posting, transmitting, distributing or displaying, publicly or otherwise, any copyrighted or trademarked material contained on this Site for any purpose.

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## **7. Limitation of Liability and Disputes**

Promoters are not responsible for printing or typographical errors in any Giveaway-related materials; stolen, fraudulent, lost, late, misdirected, damaged, incomplete, altered or ineligible bookings; or bookings that are processed late or incorrectly or are lost due to computer or electronic malfunction. Promoters are not responsible for technical, hardware, software, or telephone failure of any kind, lost or unavailable network connections or fraud, incomplete, garbled or delayed computer transmission whether caused by Promoters, user, or by any of the equipment or programming associated with or utilized in the Giveaway or by any

technical or human error which may occur in the process of submissions which may limit a participant's ability to participate in this Giveaway.

Winners are solely responsible for payment of all federal, state, and local taxes on prize and for any travel or other expenses not specifically mentioned in the prize description. Promoters are not responsible for any damages or injury incurred by Giveaway as a result of winning. Prizes are non-transferable and not redeemable for cash. Promoters reserve the right to cancel or modify Giveaway if fraud or technical failure compromises the integrity of the Giveaway as determined by Promoters in their sole discretion. By participating, winner releases and agrees to hold harmless Promoters and Sponsors of Giveaway, its parents, affiliates, subsidiaries and all of its respective directors, officers, employees, representatives and agents (the "Released Parties"), from and against any and all liability for any loss, property damage or damage to persons, including, without limitation, death and injury, due in whole or in part, directly or indirectly, arising out of participation in the Giveaway, or participation in any Giveaway related activity, including acceptance, use, misuse, or possession of any prize (including any travel or activity related thereto).

Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorneys' fees; and (3) 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.

#### **8. Choice of Law.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by, and construed in accordance with, the laws of the State of California, County of Los Angeles.

#### **9. List of Prize Winners.**

For the name of winners, mail a postage pre-paid, hand-printed self-addressed stamped envelope to: Promoters of SPC Conference Week Giveaway, Attn: Winner's List, 2155 Verdugo Blvd. #33, Montrose, CA 91020. Only one Winner's List per envelope will be mailed.

#### **10. Promoters and Sponsors.**

The Giveaway is promoted and sponsored by [ShareSquared, Inc.](#) For additional information, please visit our corporate website(s).