

SPARKPOST TCO15 Topcoder Complete Sweepstakes Rules

The SPARKPOST TCO15 Topcoder Contest (the "Promotion") is sponsored by Message Systems, Inc., a Delaware corporation, with its principal offices located at 9130 Guilford Road, Columbia, MD 21046 USA ("SparkPost" or "Sponsor"). By entering the Promotion, you agree to comply with and be bound by the following official Promotion rules (the "Rules"). Please review the Rules carefully. If you do not agree to the Rules in their entirety, you are not permitted to enter the Promotion.

1. NO PURCHASE NECESSARY.

No purchase of any product or service is required to enter or to win, and purchasing any product or service will not increase the odds of winning.

2. ELIGIBILITY.

This Promotion is open to any U.S. Citizen and U.S. resident who is at least 18 years of age at the time of registration, not a resident of Puerto Rico or Rhode Island, and who is not disqualified as provided below under the section "DISQUALIFICATION" and who is at the time of the Prize award, a registered Topcoder community member. This Promotion is not effective in and is void in Puerto Rico, and in any other jurisdiction where the Promotion is prohibited or otherwise restricted by law, rule, or regulation, or where the Promotion would be required to be registered with a government office.

This Sweepstakes is not open to competition associations, Sponsor may reject automated competition entry services and all non-human submissions.

3. HOW TO ENTER.

Electronically:

- a. Sign up for a free SparkPost account by visiting <https://app.sparkpost.com/#/sign-up?&src=DevEvent&sfdcid=70160000011K0u> and completing the signup form. There is no cost or obligation and you do not need a credit card.
- b. After signing up, send an email to topcoder@messagesystems.com from (or using) your new account (Read our Getting Started Guide and submit your email in minutes!)
- c. Include in the email:

Your full name

Contact information: email address & telephone # (so we can notify you that you've won)

Subject Line: SparkPost TCO15 free trip

Manually:

Send SparkPost a letter to addressed to "SparkPost TCO15 Sweepstakes" at 301 Howard St. Suite 13330, San Francisco, CA 94105. The letter should include your full name, address, an email address and phone number.

Only one entry may be made for each individual, regardless of the number of email addresses or SparkPost accounts they own, create or control. An individual who files multiple entries or otherwise seeks to increase their chances of winning unfairly will be disqualified, and determination of disqualification shall be in the sole and unfettered discretion of SparkPost.

4. TIME OF PROMOTION

The Promotion commences on July 23, 2015 and ends on October 10, 2015 at 11:59 PST (the "Promotion Time Period"). For manual entries, SparkPost must RECEIVE the entry on or before the above date. No submissions received after that date and time will be considered valid. Incomplete submissions cannot be completed after that date and will be deemed invalid.

Prizes are not transferable. In the event a "winner" is unable to attend, another registered topcoder community member will be randomly selected from the accounts that meet the sweepstakes entry criteria.

The prize may NOT be paid in cash in place of an all-expenses paid trip to TCO15.

Maximum prize value of \$2,500.

By participating in the Promotion you agree to receive promotional emails and electronic messages from SparkPost. You may opt out of these at any time as provided in the emails.

5. HOW THE WINNER IS CHOSEN; CONDITIONS.

ONE (1) winner will be randomly selected in an objective blinded selection process after the Promotion ends, and will be notified on or before September 18, 2015 by email or telephone. If the person who is selected as the initial Winner does not respond to accept the prize within 24 hours, a replacement Winner will be selected using the same process, and the same process will repeat until a selected Winner accepts the Prize and complies with the requirements of these Rules. The Winner will be announced as soon as the Winner completes all steps to accept the Prize required herein.

The Winner must:

- sign a consent and release agreement in a form provided by Sponsor;
- provide the winner's taxpayer identification number, Form W-9, and such other instruments as SparkPost may deem necessary to comply with tax and other laws; and
- provide all documents to confirm that the winner is eligible (this may include proof of age and residency).

Any winner who fails to meet these requirements will be disqualified and a new Winner will be selected (and the same process will be followed until a Winner that meets all requirements is named). SparkPost is not liable for a winner's failure to respond to or acknowledge SparkPost's communication, or failure to execute such documents and instruments as are required above.

The winners' name, picture, likeness and other similar identifying information may be posted in mailed newsletters, email newsletters, twitter/LinkedIn and social media posts, on SparkPost's website, Facebook page and in other media. The Winner is not entitled to any additional payments or consideration for the use of his or her name, picture, likeness and other identifying information.

6. PRIZE DESCRIPTION.

The prize (the "Prize") that will be awarded is an all expenses paid (up to \$2,500) trip from anywhere in the U.S. to the Topcoder 2015 Conference in Indianapolis, Indiana from November 8-10, 2015 (the "Conference"). Any and all expenses or amounts incurred by the Winner that exceed \$2,500 are the sole responsibility of the Winner.

The Prize is not transferable and has no cash value, and may not be traded, bartered, sold, auctioned or transferred in any manner. Sponsor will not reimburse Winner in cash.

The Prize may be funded by direct payment by Sponsor to service providers (for example, direct payment of registration fees for the Conference, payment of the hotel and airline costs) as well as issuance of a pre-paid debit or credit card. Winner is responsible for any loss, destruction or other casualty to any prepaid cards provided, and they will not be replaced/refunded.

Sponsor will make all travel, rental car and hotel arrangements for Winner. Winner must use Sponsor's designated airlines, car services and hotels. Winner is responsible for all upgrades, changes or modifications to Sponsor provided travel amenities.

SparkPost has the right to record (audio and video) the Winner for use in Promotion and marketing of SparkPost services in any and all media. Winner will reasonably cooperate with SparkPost to generate such audio-visual materials while at the Conference. The Winner will be required to sign videographer releases to participate.

SparkPost is not liable for any amount in cash if the Winner does not consume the offered travel and amenity services, and Winner is not entitled to any refund, cash draw or other distribution from any prepaid card.

7. ODDS OF WINNING.

The odds of winning depend on the number of persons who file entries and cannot be determined, however, the odds of winning will decrease as more people enter the Promotion. Example, if 5,000 individuals participate in the Promotion, the odds of winning are 1 in 5,000. If 10,000 people participate, your odds of winning are 1 in 10,000.

8. NO AFFILIATION

If any part of the Promotion is marketed using third party sites such as LinkedIn, Facebook, Twitter etc SparkPost states that none of those sites have in any way sponsored, endorsed, evaluated, approved, reviewed or agreed to administer this Promotion, and use of such site is solely for marketing purposes and not as part of a joint promotion or effort.

SparkPost is not affiliated with Topcoder and Topcoder is not paying any part of the Prize.

9. WINNERS LIST.

To receive a list of winners, please either review the SparkPost website after the Promotion Time Period ends, or make a written request via mail, and include a self-addressed, stamped with return prepaid postage, to "Promotion Results Request" 301 Howard St. Suite 1330, San Francisco, CA 94105.

SparkPost will maintain and retain the results, method of selection, and such other records that we deem necessary to maintain to demonstrate the validity of the Promotion for at least one year, or as long as any applicable law requires us to do so.

10. TAXES.

Federal, state and local taxes, and all similar fees and assessments are the responsibility of the Winner.

11. NO SUBSTITUTION.

No substitution or transfer of prizes will be accommodated or permitted, other than in the sole discretion of SparkPost.

12. NO INTERNATIONAL USERS.

This Promotion is available only to U.S. citizens and U.S. residents. By entering in the promotion, you understand and agree to be subject to the laws of the United States of America and the laws of the State of Maryland in accordance with these Rules. This promotion is void where prohibited by law.

13. DISPUTE RESOLUTION.

Unless applicable law prevents any limitation on the method of dispute, any dispute regarding the terms and conditions of this sweepstakes shall be determined solely by arbitration before a single arbitrator under the rules of the American Arbitration Association, such arbitration to take place in Howard County, Maryland, and you hereby agree and WAIVE ALL RIGHTS TO A JURY TRIAL in respect to a dispute under these Rules. If you bring such an arbitration case and the arbitrator determines that you did not have a bona fide basis for such claim, the arbitrator is empowered to award SparkPost its costs including a reasonable attorneys' fee.

14. LIMITATION OF LIABILITY.

To the extent not prohibited permitted by law, the maximum liability of SparkPost shall be \$2,500 and you hereby waive the right to litigate, to seek injunctive relief or to seek make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Promotion are hereby excluded and you expressly waive any and all such rights.

15. RELEASE.

By entering the Promotion, each entrant agrees to release and hold harmless Message Systems, Inc., its employees and independent contractors, their legal representatives, their affiliates, subsidiaries, parents, agencies and their respective officers, directors, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from, or in connection with, the Promotion including, but not limited to, liability arising from improper use of likeness, personal injury, death, damages or monetary loss.

By entering, each entrant further agrees that, in the event that there is any conflict or other inconsistency between the Rules and any advertisements, promotional or marketing materials, e-mails or announcements relevant to the Promotion, these Rules will govern. Any disputes arising from the Promotion shall be governed by and construed in accordance with the laws of the State of Maryland (without regard to conflict of law principles). Should a dispute arise concerning the Promotion and the consent to arbitration above is not enforceable, the parties agree (and consent) that the sole and exclusive venue to submit their dispute for resolution shall be in a federal or state court of competent jurisdiction in the State of Maryland. Should any part of these Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

16. DISQUALIFICATION.

Message Systems, Inc. employees and independent contractors, their legal representatives, their affiliates, subsidiaries, parents, agencies and their respective officers, directors, employees and agents (collectively "SparkPost Affiliates"), any advertiser, business partner, teaming partner or

person from whom SparkPost has made or received referrals, an immediate family member of any SparkPost Affiliate, or who is a resident of Puerto Rico or Rhode Island, are not eligible to participate in this Promotion. All determinations of eligibility are in the sole discretion of SparkPost. Persons found tampering with or abusing any aspect of the Promotion, as solely determined by SparkPost, will be disqualified. If disqualified for any of the above reasons, SparkPost reserves the right to terminate entrant's eligibility to participate in the Promotion.

17. NO RESPONSIBILITY FOR THIRD PARTY ACTS; COMMUNICATIONS TRANSMISSION ERRORS.

SparkPost is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or technical failure, lost online entries, jumbled, scrambled or misdirected transmissions, failure of the post office to timely deliver mail or other error of any kind, whether human, mechanical or electronic.

SparkPost is not responsible for compromises in the Promotion caused by virus, bugs, non-authorized human intervention or other causes beyond the control of SparkPost.

SparkPost is not responsible for any problem with entries generated by computer hardware or software malfunction, error or failure, whatever the cause.

18. TERMINATION.

Except as limited or restricted by law, SparkPost reserves the right, in its sole discretion, to suspend or terminate the Promotion or any part of the Promotion, or any combination of the above.

19. LEGAL WARNING.

Any attempt by any individual, whether or not an entrant, to damage, destroy, tamper with or vandalize the Promotion website, or otherwise interfere with the operation of the Promotion, is a violation of criminal and civil law and SparkPost will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

20. SPONSOR.

This contest is sponsored by: Message Systems, Inc., 9130 Guilford Road, Columbia, MD 21046 USA.