

## **The Sparky Awards Terms and Conditions**

These are the official rules that govern how the Sparky Awards contest promotion will operate. This promotion will be simply referred to as the “Contest” throughout the rest of these rules. In these rules, “SparkPost” “we” “our” and “us” refer to Message Systems, Inc. (dba SparkPost), the sponsor of the Contest. “You,” “you” “yourself,” “I,” “me,” “submitter” and “my” refers to the person making the entry to this Contest.

### **1. What is the Contest?**

This is a skill-based Contest. The purpose of this Contest is to identify those who are excelling at email and at the use of the SparkPost API, as determined in three categories described below. In order to receive an award (“Sparky Award”) for purpose of this Contest, each Sparky Award submission you create and submit in the Contest will be called an “entry.” Entry eligibility will be determined using the criteria in Paragraph 4. All eligible entries received will be judged using the criteria in Paragraph 7, and the judges will select winners who will each receive the prize described.

### **2. What are the start and end dates?**

This Contest starts at 12:00 AM Pacific Time on January 23, 2017 and ends at 11:59 Pacific Time on February 26, 2017. This will be referred to as the Entry Period throughout the rest of these rules. Entries must be received within the Entry Period to be eligible. Any entry received outside of those dates will be disqualified.

### **3. Can I submit an entry?**

You are eligible to submit an entry in this Contest if you meet the following requirements: (1) if a natural person, at least 18 years of age or older at the time of entry; (2) you are not an employee or contractor of SparkPost or any affiliate of SparkPost; (3) you are not involved in any part of the administration and execution of this Contest; and (4) you are not an immediate family (parent, sibling, spouse, child) or household member of a SparkPost contractor, employee, an employee of a SparkPost affiliate, or a person involved in any part of the administration and execution of this Contest. You may nominate yourself or you may nominate someone else under the condition that you have received verifiable rights and permission from that person to make the entry for them. A person can be nominated for multiple categories. This Contest is void in any jurisdiction, state, or country where it is taxed, regulated, or prohibited by law.

### **4. What constitutes an eligible entry?**

To be eligible for judging an entry must meet the following content / technical requirements:

- A. It must be in one of the following categories:
  1. Best Email Subject Line
  2. Best Transactional Mail
  3. Best Use of SparkPost API
- B. All nominations must be submitted via the Sparky Awards 2016 webpage available at: <http://pages.sparkpost.com/2017-Sparky-Awards.html>. No hard copy nominations will be accepted.
- C. The online nomination may be augmented by supporting materials to assist judges in determining how well the nominee meets the criteria for the selected award. If including supporting materials, please also send these within the online form instructions.
- D. You must have obtained (and hereby represent and warrant to us that you have) any and all rights, consents, approvals or licenses required for you to submit your entry; and your entry must not otherwise violate applicable law or the rights of any other person or company by using their trademarks, music, logos, names or images.

### **5. How can my entry be used?**

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you (and the company you are submitting on behalf of): are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your entry and all its content in connection with this Contest; and (ii) disclose your entry, your name, the name of your company, and all the content of the entry in connection with the promotion of this Contest in all media (now known or later developed). Further, you: (1) agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above; and (2) understand and acknowledge that we may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry. By entering this Contest, you agree that use of information in our employees, agents and representatives’ unaided memories in the development or deployment of our products or services does not infringe or misappropriate and does not create liability for us under this agreement or copyright, patent or trade secret law; understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules. Please note that following the end of this Contest your entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website. While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry. If you (or the customer you are submitting on behalf of) do not want to grant us these rights to your entry, please do not enter this Contest.

## **6. How do I submit my entry?**

To submit your entry, please visit <http://pages.sparkpost.com/2017-Sparky-Awards.html>. Two people may not enter using the same email address – each entry must use a unique email address. We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason. We will automatically disqualify: (1) any incomplete or illegible entry; and (2) any entries that we receive from you that are in excess of the entry limit described above. There is no fee or other payment required to participate.

## **7. How will entries be judged?**

A panel of judges, chosen by SparkPost, will review all eligible entries received and select the winning entries at their sole discretion based on the following criteria: creativity, best practices, functionality and whether it solves a business problem. Any judge working for or related to a submitter, such judge will be recused from voting for/against such submission. The decisions of these judges are final and binding. In the event of a tie between any eligible entries, the tie will be broken by an additional judge (selected by the judges) who will judge the tied entries based on the criteria listed above. The winners will be announced on the SparkPost blog on or around March 6, 2017. Judges may be employees, partners, or contractors of SparkPost.

## **8. What is/are the prize(s)?**

Each of the three category winners will be awarded a physical Sparky Trophy. Additionally, one grand prize winner will be chosen from among the three category winners (the “Grand Prize Winner”). The Grand Prize Winner will receive one (1) conference admission pass to an email, developer, or marketing conference of his or her choosing (the “Conference Ticket”). The Conference Ticket is subject to a maximum price of \$1,000 (including all applicable taxes) and no travel related costs will be paid by SparkPost. The total Estimated Retail Value (ERV) of all prizes is \$1,300 total. If for any reason the advertised prize is unavailable, we reserve the right to substitute a prize in our discretion. If you are selected as a potential winner of this Contest: (1) you may not exchange your prize for cash or any other merchandise or services; and (2) you may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner. If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.

## **9. How will I know if I’m a winner?**

On or around March 6, 2017, we, or a company acting under our authorization, will complete judging and the winners will be determined based on the criteria stated above. If you are a potential winner, we will notify you by sending a message to the e-mail address, the phone number, or mailing address (if any) listed on your entry within seven (7) days following the selection. If the notification that we send is returned as undeliverable, you are otherwise unreachable for any reason, or we do not receive a response from you, we may award the prize to an alternate selected winner. If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Contest who shall be determined in our sole discretion.

## **10. What other conditions am I agreeing to by entering this Contest?**

If you are a potential winner, we may require you to sign an affidavit of eligibility, liability/publicity release and W-9 form. If you do not sign and return these required forms within the time period listed on the winner notification message, we may disqualify you and select an alternate winner. By entering this Contest you agree and/or understand that: (1) To abide by these Official Rules; (2) To the extent not prohibited by law, to release and hold harmless SparkPost, its parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest or any prize won; (3) That SparkPost’s decisions will be final and binding on all matters related to this Contest; and (4) That SparkPost may use your proper name and state of residence, and your employer’s name, online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law. (5.) This Contest will be governed by the laws of the State of Maryland. If you dispute any rights or other obligations herein or have any other dispute with us, you agree that such dispute shall be arbitrated before a single arbitrator in the State of Maryland at a location we determine, under the JAMS Streamlined Arbitration Rules & Procedures currently located here <http://www.jamsadr.com/rules-streamlined-arbitration/>. You further agree our maximum liability in such claim shall be \$300, and we shall not be liable for punitive, consequential, lost profit, loss of use, incidental or any other damages other than direct proven compensatory damages. You will indemnify and hold harmless SparkPost for any damages, including reasonable costs and attorneys fees, arising out of any claim resulting from your breach of this Agreement or SparkPost’s use of your submission in accordance with this Agreement. You agree that if the arbitrator finds you have brought any case in bad faith, or if you make a claim that this claim is not arbitrable, then we are entitled to our attorneys fees in such action and the costs and fees of the arbitrator. WE BOTH AGREE THAT WE WAIVE ANY AND ALL RIGHT TO A JURY AND YOU WAIVE ALL RIGHTS TO PARTICIPATE IN ANY CLASS ACTION PROCEEDING, WHETHER AS A CLASS REPRESENTATIVE OR PARTICIPANT.

## **11. What if something unexpected happens and the Contest can’t run as planned?**

If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Contest, we reserve the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human or technical error or otherwise. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to select winners from among all eligible entries

received before we had to cancel, change or suspend the Contest. Computer “hacking” is a crime. If you attempt to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Contests, so please play fairly.

**12. How can I find out who won?**

We will post the names of confirmed winners online on or around March 6, 2017 at <https://www.sparkpost.com/blog>.

**13. Who is sponsoring this Contest?**

Message Systems, Inc. (dba SparkPost). 301 Howard St, Suite 1330, San Francisco, CA 94105