

SparkPost Giving Program Terms and Conditions

THESE TERMS AND CONDITIONS DESCRIBE THE GUIDELINES GOVERNING THIS PROGRAM. IF YOU DISAGREE WITH OR CANNOT FOLLOW THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE. YOUR PARTICIPATION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. THIS PROGRAM IS VOID WHERE PROHIBITED.

1. Overview

The SparkPost Giving Program (the "*Program*") is a short-term customer participation program operated by Message Systems, Inc., a Delaware corporation, (dba SparkPost) ("*SparkPost*"). For all purposes of this Program, SparkPost's computer(s) are the official clock and all times refer to Pacific Time ("*PT*") except where expressly indicated. The Program begins at 12:00:00 a.m. PT on November 1, 2016, and ends at 11:59:59 p.m. PT on December 31, 2016 ("*Program Period*"). During the Program Period, SparkPost will donate \$5.00, at the participant's choosing, to either: (i) Girls Who Code; (ii) American Diabetes Association; or (iii) Oxfam International (each, a "*Charity*"), when said participant successfully signs up for a free SparkPost account (each, a "*Signup*").

2. Eligibility

The Program is open to anyone at least eighteen (18) years of age or older as of the date of participation. Only one (1) Signup per individual is allowed. This Program is void where prohibited.

3. How to Participate

To participate, individuals may visit any of the following links: <http://pages.sparkpost.com/Giving-2016-Tw.html>; <http://pages.sparkpost.com/Giving-2016-Fb.html>; or <http://pages.sparkpost.com/Giving-2016-Blog.html>; or <http://pages.sparkpost.com/Giving-2016-NI.html> (collectively, the "*Landing Pages*") and follow the instructions to sign up for a free SparkPost account. Once the participant has successfully registered for a free SparkPost account by providing full, accurate, and valid information, the Sponsor will donate \$5.00 to the Charity. The total donation that SparkPost will provide to the Charities in connection with the Program will not exceed \$7,500. Signups received from participants after the \$7,500 goal has been reached will not result in a donation of any amount to the Charity. All eligible Signups must be received by 11:59:59 p.m. PT on December 31, 2016. Proof of engaging in a Signup will not be deemed by SparkPost as proof of receipt or participation in the Program. Any attempted form of participation into this Program other than as described herein is void.

4. Donations

SparkPost will donate up to a total of \$7,500 to the Charities in the form of a check or wire transfer within ninety (90) days after the Program ends. The Program administrator is not the supplier or guarantor of any donation amount. The amount that the Sponsor donates as a result of any Signup is not tax deductible by any participant. If you have any questions about your tax situation, you should contact your tax advisor.

5. General Conditions

The Program is subject to these Terms and Conditions and all federal, state, and local laws and regulations (collectively "*Rules and Laws*"). For all purposes of this Program, the following entities shall be known as the "*Released Parties*" and include: SparkPost (defined in Section 1 above), Program administrator, their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Program, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, franchisees, affiliates, licensees, service providers, any other person or entity associated with the Program. By participating in the Program, participants agree and acknowledge to: (i) be bound by these Rules and Laws, as well as the decisions of the SparkPost/Program administrator which are final and binding in all respects; (ii) waive any rights to claim ambiguity with these Rules and Laws and the Terms and Conditions; (iii) indemnify and hold harmless the Released Parties from any and all liability resulting or arising from participating in the Program; and (iv) release all rights to bring any claim, action or proceeding against the Released Parties. SparkPost will validate each Signup. While SparkPost will disclose to the public the sum total of the donation made to the Charities, the sum total of Signups received throughout the Program Period will not be disclosed. Any personal information supplied by participants to SparkPost or its affiliates will be subject to SparkPost's privacy policy, located at <https://www.sparkpost.com/policies/privacy>. Sponsor reserves the right, in its sole discretion, to disqualify any individual reasonably suspected of tampering with the participation

process or the operation of the Program; or acting in violation of the Terms and Conditions or in a disruptive manner. Any person attempting to defraud or tamper with the Program will be prosecuted.

6. Disclaimers

Released Parties are not responsible or liable for Signups that are submitted by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Signups that are illegible, late, tampered with, forged, incomplete, misdirected, deleted, damaged, lost, misplaced, stolen, destroyed, mechanically duplicated, or otherwise not in compliance with these Terms and Conditions; such Signups will be disqualified. By participating in the Program, participants agree and acknowledge that the Released Parties shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury, or death) in connection with: participation in this Program; human error; acceptance/possession, use/misuse, and/or defects of the donation(s) awarded herein; typographical errors in Program promotional material; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Program; interruption or inability to access the Landing Pages, or any online service via the internet due to hardware or software compatibility problems, wireless network dead zones or obstructions; any injury or damage to a participant's (or any third person's) computer/mobile device and/or its contents related to or resulting from any part of this Program; any lost/delayed data transmissions, omissions, interruptions, defects or any other error or malfunctions; even if caused by the negligence of one of the Released Parties. Participants further agree to indemnify and hold harmless the Released Parties from any and all liability resulting or arising from the Program. Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity that may be caused by or have contributed to (1) any wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor or (2) any other cause, condition, or event whatsoever beyond the control of Sponsor or its parents, subsidiaries, and affiliated companies.

7. Force Majeure

In the event Sponsor is prevented from continuing the Program as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, hurricane, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war, or any federal state or local government law, order, or regulation, public health crisis order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "*Force Majeure*" event or occurrence), then Sponsor shall have the right to cancel, suspend, or modify the Program, or any portion(s) thereof. Any above mentioned Force Majeure event or occurrence, or other Force Majeure event, will not be considered a breach of these Terms and Conditions. If the Program is terminated before the designated end date or time, Sponsor will (if possible) award the aggregated total amount to the Charities based on the number of Signups received from among all eligible, non-suspect Signups up to the event giving rise to the termination.

8. Governing Law, Jurisdiction, Arbitration

Any controversy or claim arising out of or relating to (i) the Program, (ii) the awarding of the donation, and/or (iii) the determination of the scope or applicability of these Terms and Conditions or their enforcement or interpretation shall be governed by and construed in accordance with the substantive laws of the state of Maryland without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Any controversy or claim arising out of or relating to this agreement, its enforcement, arbitrability, or interpretation shall be submitted to final and binding arbitration, to be held in Baltimore, Maryland, before a single arbitrator of the American Arbitration Association (AAA) in accordance with the rules of AAA. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The Parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Participant(s) agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action. Participant(s) further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Program but in no event attorneys' fees; and, under no circumstances, will a participant(s) be entitled to awards for and participant(s) hereby waives all rights to claim 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 increased. Should any term of this section be deemed void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this section within the requirements of law, be deemed to be severed from the other terms of these Terms and Conditions, and the remainder of these Terms and Conditions shall be given effect as if it had not included the severed term

herein. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

9. Sponsor

Message Systems Inc. (dba SparkPost), a Delaware Corporation, 9130 Guilford Road, Columbia, MD 21046.
