

## SparkPost Survey Giveaway Terms and Conditions

**1. Eligibility.** The SparkPost Survey Giveaway (the "Giveaway") is open to anyone who, if an individual, is at least eighteen (18) years old as of the date of entry. Employees of Message Systems, Inc., a Delaware corporation, d/b/a SparkPost (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Giveaway.

**2. Agreement to Rules.** By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor, as final and binding as it relates to the Giveaway. The Giveaway is subject to all applicable federal, state and local laws. The Giveaway is void where prohibited.

**3. Promotion Period.** Entries for the Giveaway will be accepted online starting on or about September 6, 2017 and ending October 27, 2017 (the "Promotion Period"). All entries must be received by October 27, 2017 11:59PM ET.

**4. How to Enter.** Eligible participant must enter the Giveaway by submitting complete responses to the survey available at <https://www.surveymonkey.com/r/sptransactionalemail>. The entry must fulfill all Giveaway requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of the Sponsor.

**5. Prizes.** Three (3) randomly selected participants will each receive an Amazon Echo Dot, which retails at approximately \$50.00. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for the Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds.** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification.** Winners of the Giveaway will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered the Giveaway with within fourteen (14) days following the winner

selection. The Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within seven (7) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. The receipt by winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY AND ALL PRIVILEGES AS A WINNER OF THE GIVEAWAY WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You.** By entering this content you understand that the Sponsor, anyone acting on behalf of the Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Term.** The Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, the Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Terms & Conditions. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

**10. Limitation of Liability.** By entering you agree to release and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network,

hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Giveaway; (v) electronic or human error which may occur in the administration of the Giveaway or the processing of entries.

**11. Disputes.** THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Baltimore, Maryland having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway), and participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy.** Information submitted with an entry is subject to the SparkPost Privacy Policy stated on the SparkPost Web Site. To read the Privacy Policy please visit: [www.sparkpost.com/policies/privacy](http://www.sparkpost.com/policies/privacy).

**13. Winners List.** To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Message Systems, Inc. (dba SparkPost), 9130 Guilford Road, Columbia, Maryland 21046, USA. Requests must be received no later than sixty (60) days after the end of the Promotion Period.

**14. Sponsor.** The Sponsor of the Giveaway is Message Systems, Inc. (dba SparkPost), 9130 Guilford Road, Columbia, Maryland 21046, USA.

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