

## Worksoft Sweepstakes Giveaway Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**Eligibility:** The Worksoft sweepstakes giveaway (the "Giveaway") is open to legal residents of the United States and foreign nationals legally entering the United States, who at the time of entry are at least the age of majority in their jurisdiction of residence and have an Internet connection or mobile phone. Employees of the Sponsor (as defined below) and its affiliates, Global Service Integrators, Giveaway promoters and prize administrators and members of their immediate families are not eligible to participate or win. The Giveaway is subject to all applicable federal, state and local laws, rules and regulations and is void where prohibited, and you can only participate in the Giveaway if it is legal for you to do so as determined by the laws of the state and/or territory or country in which you live and access the Giveaway. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

**Giveaway #\_Sapphire Booth #1255\_\_**

**Timeline/Period:** Giveaway Sapphire Booth #1255 begins on May 7, 2019 at 01:00:01pm Eastern Standard Time ("EST") and ends on May 9, 2019 at 04:00:01pm Eastern Standard Time ("EST") (the "Giveaway Period").

**How to Enter:** To enter the Giveaway, access the Worksoft game on a mobile device and do any of the following: (i) register to participate by providing the required information as defined on the game website (the 'Giveaway Site), or (ii) follow another entry method that is indicated on the Giveaway instruction page. See the instruction page at <https://www.worksoft.com/events/sapphire> for directions on how to access the Worksoft game and for additional entry details. There is no cost to access the game or participate in the Giveaway. All entries must be received during the Giveaway Period to be eligible. An entrant is not a winner of the prize, even if a winning prize message or any other aspect of the Giveaway should so indicate, unless and until the entrant's eligibility and the potential winning claim have been verified; you must be present to win. All entrant's must be entered with a valid SAP SAPHIRE 2019 attendee badge in order to win. Sponsor will not accept screen shots or other evidence of winning in lieu of the validation process.

Use of any automated system to participate is prohibited and may result in disqualification, in Sponsor's discretion. Potential winner will be required to show proof of identify. In the event of a dispute as to the identity of entrant, Sponsor shall make the determination in its sole discretion.

**Prize: One (1) Grand Prize:** ten (10) winners will receive a \$100 American Express gift card with the chance to turn it into \$50,000 if they can match six (6) "Stacks of Cash" symbols on the game screen. The Grand Prize winners will receive up to five (5) attempts to match the six (6) symbols. If one Grand Prize winner can correctly match the six (6) "Stacks of Cash" symbols, they will win an additional \$50,000 (a total of \$50,100). If a Grand Prize winner cannot guess the code, they will only win the \$100. **Total ARV of Prize: \$50,100.**

Prize is non-transferable and no substitution will be made except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value. Winner will be responsible for all income or similar taxes and fees associated with prize receipt.

Receiving a prize is contingent upon compliance with these Official Rules. Potential winner is subject to verification and may be required to fully complete, sign and timely return an unaltered Affidavit of Eligibility/Liability Release provided by Sponsor, and, where lawful, an unaltered Publicity Release within seven (7) days of prize notification. If potential winner is found not to be eligible or not in compliance with these Official Rules, if any required documents are not processed as part of winning validation, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then that prize may be forfeited. Sponsor may provide the Winner with a W-9 which winner must complete and return to Sponsor for tax reporting purposes or prize may be forfeited, in Sponsor's sole discretion. Winner may be issued an IRS 1099 form.

All grand prize winning plays are subject to verification by Odds On Promotions whose decisions are final and binding. A contestant is not a winner of a grand prize, even if the visual display or prize receipt should so indicate, unless the odds established by the intended parameters of the promotion are beaten, as solely determined by the random number generator and memory logs of the promotion software, and the winning play did not occur as a result of any other scenario including but not limited to human error, software error, or machine malfunction. Current or former employees, family members, agents, successors, or assignees of any promotional agency involved with this promotion shall be ineligible to participate and/or claim any reimbursable prize within. Names and likenesses of promotion winner(s) may be used by Worksoft and Odds On Promotions for promotional purposes without further compensation.

**Play & Qualification:** The top ten (10) Winners will be selected based on ten (10) highest scores as reported by the Giveaway application. Sponsor will notify each winner within Sponsor's application, or by email, phone, SMS or contact information associated with the winner, on or around 12:00:01pm Eastern Standard Time ("EST"). The winner must claim their \$100 prize and confirm their eligibility for the Grand Prize game before 02:00:01pm Eastern Standard Time ("EST"). If a winner fails to make contact with Worksoft within the time allotted, they will forfeit the prize and another winner will be selected. By participating in the Giveaway, entrant gives his or her express consent for Sponsor to contact entrant via these means in connection with the Giveaway. Sponsor and Sponsor's customer are not responsible for any delay or failure to receive notification for any reason, including inactive account(s), email account(s), phone account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any device or account.

**Odds:** Odds of winning depend on the number and order of eligible entries.

**Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, and its direct and indirect subsidiaries, suppliers, distributors, advertising/promotion agencies, licensors, and prize suppliers (if any), and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt or use or misuse of any prize.

**Publicity:** Except where prohibited, participation in the Giveaway constitutes an entrant's or winner's consent to Sponsor's and its agents' use of entrant's or winner's name, likeness, photograph, voice, opinions and/or hometown, and state submitted for promotional purposes in any media now known or hereinafter developed, worldwide, without further payment or consideration. Winner's name and likeness may be published on Sponsor website, in Sponsor's sole discretion.

**General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; (5) late, lost, undeliverable, damaged or stolen communications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Giveaway and randomly determine winner from eligible, non-suspect plays received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. If due to a computer programming, production, technical, seeding, or other error or reason, more prizes are claimed than intended to be awarded according to these Official Rules, the prize will be awarded randomly. No more than the stated number of prizes will be awarded.

**Disputes:** THESE OFFICIAL RULES AND THE GIVEAWAY ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF PENNSYLVANIA, AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS AND OFFICIAL RULES SHALL BE IN THE COUNTY OF MONTGOMERY, PENNSYLVANIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS

THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN PENNSYLVANIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF MONTGOMERY, PENNSYLVANIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS GIVEAWAY IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE GIVEAWAY, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRDPARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

**Governing Law & Jurisdiction:** The Official Rules and the Giveaway are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Giveaway Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Pennsylvania, in the County of Montgomery.

**Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy.

**Sponsor:** Worksoft, Inc.