

The Iterable Expie Awards Program Contest Official Rules

Common Terms Used in These Rules:

These are the official rules that govern how the **Iterable Expie Awards Program** contest promotion will operate. This promotion will be simply referred to as the “Contest” throughout the rest of these rules. In these rules, “we” “our” and “us” refer to **Iterable (“Iterable”)** the sponsor of the Contest. “You” “yourself” “I” “me” and “my” refer to an eligible Contest entrant.

1. CONTEST DESCRIPTION:

This is a skill-based Contest. The object of this Contest is to promote customers and partners who are excelling at the use of Iterable, defined by 9 categories, as explained in Section 7. In order to receive an award (“Iterable Award”) for the purpose of this Contest, each Iterable Expies Award submission you create and submit in the Contest will be called an “entry.” Entry eligibility will be determined using the criteria in Section 4. All eligible entries received will be judged using the criteria in Section 7. Judges will select nine (9) customers or partners, each of whom will receive a prize.

2. What are the start and end dates?

This Contest starts at 12:01 AM Pacific Time on May 26, 2022 and ends at 11:59 Pacific Time Friday, July 8, 2022 (“Entry Period”). Entries must be received within the Entry Period to be eligible. Any entries received outside of the Entry Period will be disqualified.

3. Can You enter?

You are eligible to enter this Contest if you meet the following requirements: you are at least 18 years of age or older at the time of entry, you are not an employee of Iterable, you are not involved in any part of the administration and execution of this Contest, and you are not an immediate family (parent, sibling, spouse, child) or household member of an Iterable employee, an employee of an Iterable subsidiary, or a person involved in any part of the administration and execution of this Contest.

4. What constitutes an eligible entry?

To be eligible for the Iterable Award, your entry must meet the following content / technical requirements: be a submitted nomination of any active Iterable customer in good standing by its employee or submitted by a partner or Iterable employee under the condition that they have already received the rights and permission from an Iterable

customer in good standing. Customers can be nominated for multiple categories. Nominations must be submitted via the [Customer Awards website](#). No hard copy nominations will be accepted. 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 your entry includes supporting materials, please also send these within the online submission form. You must have obtained any and all consents, approvals or licenses required for you to submit your entry. Your entry must not otherwise violate the rights of any other person or company by using their trademarks, music, logos, names or images without their express written consent.

5. How will my entry be potentially used?

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you 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) feature your entry and all its content in connection with the promotion of this Contest in all media (now known or later developed); agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above; 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; understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By entering this Contest, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright 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, if you are a minor, your parent or legal guardian 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 you submit your entry?

All entries must be submitted at <https://iterable.com/customer-awards/>.

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 any incomplete or illegible entry in violation of Section 4.

7. How will entries be judged?

A panel of judges will review all eligible entries received and select, at their sole discretion, three (3) finalists for each of the nine (9) categories who are excelling at their use of Iterable through strong metrics, anecdotal stories, and executive sponsorship. The (9) categories are Marketing Dream Team of the Year - Enterprise, Marketing Dream Team of the Year - SMB, Most Valuable Marketer, Marketing Moment of the Year, Most Inspirational Switch to Iterable, Best in Data Activation, Most Harmonized Customer Experience, Agency Partner of the Year, and Technology Partner of the Year. The decisions of these judges are final and binding. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer than three (3) finalists per category. In the event of a tie between any eligible entries, the tie will be broken by an additional judge who will judge the tied entries based on the criteria listed above.

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

The prize is an engraved glass trophy. The total Estimated Retail Value (ERV) of each awarded prize is \$150.00. If for any reason the advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value. 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;
- (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.
- (3) If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.

9. How will you know if you're a winner?

On or around September 1, 2022, we, or a company acting under our authorization, will complete judging and nine (9) potential winners will be determined based on the criteria stated above in Section 7.

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, or you are otherwise unreachable for any reason, we may award the prize to an alternate selected winner within three (3) business days. 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, or the person residing at the mailing address listed on your mail-in entry. 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 randomly selected winner.

10. What other conditions are you agreeing to by entering this Contest?

By entering this Contest you (your parent or legal guardian if you are a minor) agree and/or understand that:

- (1) You abide by these Official Rules;
- (2) To the extent allowed by law, release and hold harmless Iterable, their respective 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) Iterable's decisions will be final and binding on all matters related to this Contest;
- (4) Iterable may use your proper name and state of residence 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; and
- (5.) This Contest will be governed by the laws of the State of California, and you consent to the exclusive jurisdiction and venue of California courts (state and federal) for any disputes arising out of this Contest.

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. 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 you find out who won?

We will post the names of confirmed winners online on or around September 1, 2022 at <https://iterable.com/customer-awards/>. This list will remain posted on the <https://iterable.com/customer-awards/> website.

13. Who is sponsoring this Contest?

Iterable, 71 Stevenson Street #300, San Francisco, CA 94105, is the sponsor of this Contest.