

## 2016 Predictions Report Social Campaign Official Contest Rules

## 1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

2. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes entrant's full and unconditional acceptance of these official rules ("Official Rules") and the decisions of the judges, administrators and Sponsor, which are final and binding in all aspects.

3. **ENTRY PERIOD:** The *2016 Predictions Report Social Campaign* ("Contest") sponsored by Salesforce.com Singapore Pte Ltd ("Sponsor") begins on 11th, March and ends on 28 April ("Entry Period"). Sponsor's computer will be the official clock for the Contest. All entries must be received during the Entry Period to be eligible to enter the Contest or win a prize. All times in these Official Rules are Australian Daylight Saving Time

4. **ELIGIBILITY:** The Contest is open to companies registered in Australia & New Zealand or an individual legally resident in Australia & New Zealand (collectively "Eligibility Area") that is 20 years or older and at least the age of majority in your jurisdiction of residence to enter. Employees, officers, directors and agents (and their immediate families and household members regardless of where they live, or members of the same households [whether related or not] of Sponsor, its parents, divisions, subsidiaries, agents, promotional partners, advertising or promotion agencies, and prize suppliers ("Contest Entities") are not eligible to participate in the Contest or to win any prize. If you enter this Contest on behalf of a company, you represent and warrant that you are an authorized agent with the authority to enter on its behalf and bind said Company. Failure to meet the eligibility requirements will result in an entry being invalid and forfeiture of any prize. Companies and individuals outside of the Eligibility Area are not eligible to participate or win a prize. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW. Contest is subject to applicable federal, state, provincial, territorial and local laws.

5. **TO ENTER:** You can enter the Contest by by responding to the Salesforce social media Contest posts on Facebook, Twitter & LinkedIn during the Contest Period ] Limit of one (1) entry per person during the Entry Period, regardless of the method of entry. Entries becomes the property of Sponsor and will not be acknowledged or returned. Entries will be disqualified if they are late, incomplete and/or in excess of the stated entry limits. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed or similar methods will be void.

6. **SUBMISSION GUIDELINES:** All entries must be consistent with the following submission guidelines:

- Entries must be original
- No obscenity, vulgarity or any inappropriate content
- All entries must include complete answers to the question raised in the Salesforce Contest Social Media posts.

Entrant represents and warrants that entry complies with the submission guidelines.

7. **JUDGING:** Sponsor will review all entries for compliance with these Official Rules. All eligible submissions will be judged by a panel of judges comprised of employees of Sponsor based on the following judging criteria ("Judging Criteria"):

- Creativity (30%)
- Originality (40%)
- Captures Theme (30%)

The three (3) entrants with the highest scores will be the potential Grand Prize winners. In the event of a tie for any prize, the tied entrant with the higher score in Originality criterion will be a Grand Prize winner. The judging and final determination of the winner(s) will be in the sole discretion of the judges.

8. **PRIZE DETAILS:** Three (3) winners will receive one (1) Apple Watch. Any prize details not specified herein will be determined by Sponsor is its sole discretion. Prizes are not transferable, assignable or refundable and cannot be substituted for cash. Prizes must be accepted as awarded. Sponsor reserves the right to substitute prizes of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these Official Rules.

The approximate retail value ("ARV") of each prize is AUD \$499. Total ARV of all prizes is [\$AUD 1497.

9. WINNER NOTIFICATION AND ANNOUNCEMENT: The potential winner(s) will be notified on or about 22 April, 2016, via email, phone, or mail, in Sponsor's sole discretion. Sponsor will not be liable for any potential prize notification that is lost, intercepted, or not received by any potential winner for any reason. If a potential winner cannot be contacted within five (5) days after the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining entries, or may elect to not award the prize. Subject to these Official Rules, all prizes will be awarded or donated. There is a limit of one (1) prize per entrant. You need not be present to win. In order to receive a prize, the winner may be required to sign an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law).

10. **PRIZE CONDITIONS:** Sponsor is not responsible for lost or stolen prize elements. Prizes may be reported as income to a winner and the winner will be responsible for all taxes associated with the receipt of any prize. Winners may be required to complete required tax forms or other documents requested within the time period stipulated by Sponsor. Winners may be responsible for any costs and expenses not listed herein. Winners will receive their prizes within 30 days of the relevant prize date closing date unless notified otherwise. Sponsor reserves the right to cancel if the fairness of the Contest is compromised. Proof of identity, age and/or legal residence may be required to claim the prize. Failure to comply with any of the requirements set forth in the Official Rules may result in disqualification or forfeiture of the prize.

**GENERAL CONDITIONS:** Contest Entities and Internet/wireless access providers are not 11. responsible for incomplete, late, lost, misdirected or postage-due entries or mail, or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way or otherwise not in compliance with these Official Rules. Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Contest. Although Sponsor attempts to ensure the integrity of the Contest, Contest Entities are not responsible for the actions of entrants or other individuals in connection with the Contest, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Contest Entities are not responsible for injury or damage to entrant's or to any other person's computer(s), wireless devices, other equipment or person(s), related to or resulting from participation in the Contest or downloading materials from or using any website. In the event of any conflict between any Contest details contained in these Official Rules and Contest details

contained in any Contest advertising materials, the details of the Contest as set forth in these Official Rules shall prevail. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, by reason of any acts of God, terrorist acts, earthquake, war, fire, flood, unusually severe weather, strikes or legal disputes (whether legal or illegal), industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine or otherwise affect the administration, security, fairness, integrity, viability or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Contest, and to select the prize winner from among the applicable eligible entries received up to the time of such cancellation, termination, modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Screen shots or any other evidence of entry submission will not be deemed receipt of any such entry. Entry must be made by the entrant and via the means described herein. You are not a winner until your entry has been verified and you have complied with these Official Rules. In the event of a dispute as to any online entry, if any, the authorized account holder of the e-mail address used to enter the Contest will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

12. **RIGHTS OF PUBLICITY:** By entering this Contest, unless prohibited by law, each potential winner consents to use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation, and may be required to provide a signed release acknowledging such consent. Moreover, by entering this Contest, unless prohibited by law, each potential prize winner agrees to grant to Sponsor and its licensees, affiliates and assigns, the right to print, publish, broadcast and use worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the prize winner's respective name, likeness (actual or simulated), voice (actual or simulated) and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further, without such additional compensation, appear for or provide biographical information for use in any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion.

CONDUCT: BY ENTERING AND PARTICIPATING IN THIS CONTEST, YOU: (A) FULLY AND 13. UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF SPONSOR (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES: (B) REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH THE CONTEST IS TRUE, ACCURATE AND COMPLETE; AND (C) AGREE TO COMPLY WITH ALL FEDERAL, STATE, LOCAL, TERRITORIAL AND PROVINCIAL LAWS AND REGULATIONS. SPONSOR RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS CONTEST OR ANY FUTURE SPONSOR PROMOTIONS, ANY INDIVIDUAL IT SUSPECTS: (A) TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST OR ANY WEBSITE; (B) TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR SPONSOR'S PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; (C) TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; (D) TO HAVE FAILED TO AGREE TO THESE OFFICIAL RULES; OR (E) TO BE IN VIOLATION OF THESE OFFICIAL RULES. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

14. **RELEASE AND INDEMNIFICATION:** BY ENTERING THE CONTEST, ENTRANTS FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY AND HOLD THE CONTEST ENTITIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (AFOREMENTIONED INDIVIDUALS AND ORGANIZATIONS COLLECTIVELY, "RELEASEES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST, ATTENDANCE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION AND/OR INVASION OF PRIVACY AND THE COLLECTION, USE AND/OR SHARING BY SPONSOR OF PERSONALLY IDENTIFIABLE INFORMATION OF THE ENTRANTS, OR FOR ANY PRINTING, PRODUCTION, TYPOGRAPHICAL OR HUMAN ERROR.

## 15. LIMITATION OF LIABILITY:

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ATTORNEYS FEES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF RELATED TO ENTRANTS PARTICIPATION IN THE CONTEST, ANY ACCESS TO AND/OR USE OF ANY WEBSITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE, THE REMOVAL FROM ANY WEBSITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR ATTENDANCE OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST. THE CONTEST, ALL PRIZES AND ALL MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ENTRANT AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASSES LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE CONTEST.

## 16. MISCELLANEOUS:

- (a) Privacy: Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <u>https://www.salesforce.com/au/company/privacy/</u>; provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. By entering this Contest, you agree that Sponsor may share your personal information with Contest Entities for the purpose of verification and prize fulfillments in the event that you are chosen as a potential winner.
- (b) Claims and Governing Law: Except where prohibited, each entrant agrees that all disputes, actual or alleged claims, and causes of action at law or in equity ("Claims") will be resolved individually, without resort to any form of class action. Claims arising out of or relating to this Contest, including without limitation, the interpretation of the Official rules or any prize awarded will be resolved by applying the internal laws of New South Wales, Australia, without regard to conflict of laws. If the parties are unable to reach a resolution as a result of mediation,

any claims will be solely and exclusively brought in the state or federal courts located in New South Wales, Australia

- (c) Severability: If any provision of these Official Rules is found to be unlawful, void for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deeded to affect in any manner the meaning or intent of these Official Rules or any provision thereof.
- (d) List of Winners: To receive the name, city and state of the winner, send a self-addressed, stamped envelope to salesforce.com Austrlia Pte Ltd, Attn: Iris Luo, 2015 Predictions Report Social Campaign Contest, SFDC Australia, Darling Park Tower Three, L12, 201 Sussex Street, Sydney, NSW, 2000 Australia. Requests must be received no later than 45 days after the closing of the Entry Period.
- (e) Rules Request: To receive a copy of these Official Rules, send a self-addressed, stamped envelope to salesforce.com Australia Pte Ltd, Attn: Iris Luo, 2015 Predictions Report Social Campaign Contest, SFDC Australia, Darling Park - Tower Three, L12, 201 Sussex Street, Sydney, NSW, 2000 Australia. Requests must be received no later than 45 days after the closing of the Entry Period.
- (f) Sponsor Contact: salesforce.com Australia Pte Ltd, SFDC Australia, Darling Park Tower Three, L12, 201 Sussex Street, Sydney, NSW, 2000 Australia. All rights reserved.