2016 Office Manager Contest

OFFICIAL RULES

NO ENTRY FEE. NO PURCHASE NECESSARY TO ENTER OR WIN.

The 2016 Office Manager Contest begins on August 15, 2016 at 12:00 AM Pacific Time (PT) and ends on October 5, 2016 at 11:59 PM PT the ("**Promotion Period**").

- 1. Eligibility: The 2016 Office Manager Contest (the "Contest") is open to legal residents of the fifty (50) United States (including D.C.) who are at least eighteen (18) or older as of the date of entry. Employees of Sponsors and its respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsors through an outsourcer or temporary employment agency during the Contest period, and their respective immediate family members and persons living in their same household, are not eligible to enter in the Contest. Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules & Regulations ("Official Rules").
- 2. Sponsors: The Contest is sponsored jointly by the two following entities:
- Eden Technologies, Inc., 2 Shotwell, San Francisco, CA 94103;
- OrgOrg, www.orgorg.co.

3. To Enter:

To enter the Contest you must do the following during the Promotion Period:

- (i) Select the "Submit Entry" hyperlink from the Contest homepage located at http://www.eden.io/indispensable-organizer.
- (ii) Follow the instructions on the Contest homepage and fill out the entry form in its entirety; and
- (iii) Submit the entry form and the requested attachments ("Submission") by clicking on the submit button.

No mechanically reproduced mail-in entries are allowed and any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods.

Only one entry per person and/or e-mail address is permitted, regardless of method of entry. Entrants submitting multiple entries or violating any of these Official Rules may be disqualified.

4. Submission Requirements:

- a. By entering a Submission, you represent and warrant that each Submission: (i) is your original creation or video and does not infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate any applicable law or regulation; (ii) has not been previously awarded a prize, or award during any other contest or promotion; (iii) is not obscene, lewd, profane, pornographic, disparaging, indecent, does not show illegal or other inappropriate or dangerous behavior, or is not in keeping with the image of the Sponsors' brands, and does not depict products competitive with those of Sponsors, all as determined by Sponsors in their sole discretion; and (iv) if it includes material or elements that are not owned by you and/or are subject to any rights of any third parties, you have obtained any and all licenses, releases, permissions and consents necessary to permit the use and exhibition of the Submission by Sponsors in the manner set forth in these Official Rules, including, without limitation, any name and likeness releases for any person who appears in or is identifiable in the Submission, prior to entry.
- b. Sponsors do not claim any ownership rights in your Submission and nothing in these Official Rules will be deemed to restrict any rights that you may have to use and exploit your Submission. By entering the Contest and/or submitting any Submission, you hereby grant to Eden Technologies, Inc., a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense (through multiple tiers), to use, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission in any form, medium or technology now known or later developed, in whole or in part, for any purposes, including on and through third-party distribution channels selected by, but not affiliated with, Eden Technologies, Inc., for both commercial and non-commercial purposes. The rights you are granting to Eden Technologies, Inc., include the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission. You agree that neither Sponsors nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the licenses granted herein.
- c. If a Submission does not meet the criteria set forth herein, Sponsors may disqualify and discard the Submission either immediately or at any time. By entering a Submission, entrants acknowledge that Sponsors may obtain other Submissions that are similar or identical in theme, format or other respects to that submitted by the entrant. Entrants acknowledge that, by entering a Submission, Sponsors do not waive any rights to use similar or related ideas, themes, or concepts previously known to Sponsors, or developed by their employees, or obtained from sources other than the entrant. Sponsors have the right to review all Submissions and all Submissions may or may not be posted on

the Contest main page or on the Sponsors' website, in Sponsors' sole discretion. By entering a Submission, you agree that Sponsors are not responsible for any unauthorized use of Submissions by third parties. Sponsors do not guarantee the posting of any Submission and reserve the right to take down any Submission for any reason at any time.

5. Selection of Winner:

The Winner selection process, the ten (10) finalist Submissions with the most nominees at the end of the nomination round will, upon explicit approval of the entrants, be displayed on a dedicated Internet page available at: http://www.eden.io/indispensable-organizer/profiles. OrgOrg members over the age of 18 will be allowed to cast one vote for their favored Submission from such ten (10) finalist Submissions.

Selection of the top 10 finalists and the winner will be based on the contest organizers and the voters' assessment of the professional skills of the entrants with respect to the fields of office management, facilities management, human resources, administrative functions, recruiting, or events planning.

The entrant whose Submission earns the highest number of votes from OrgOrg members during the final selection round will win. The OrgOrg members' votes will be final. If any ties must be broken to determine the winner, the Sponsors will choose the tied Submission that best reflects the skills of the entrants with respect to the fields of office management, facilities management, human resources, administrative functions, recruiting, or events planning.

The Winner will be notified by e-mail.

6. Prizes and Odds: One (1) Grand Prize Winner will receive the following:

(i) The Grand Prize Winner and one guest will travel to Hawaii, USA. The prize includes (i) round trip coach airfare between the major commercial airport closest to the winner's residence and the island of Hawaii and (ii) hotel accommodation at a hotel of Sponsor's choice on Hawaii. Approximate retail value of the Grand Prize trip is \$3,000. Sponsors will be responsible for arranging flight and hotel reservations, in connection with which each winner will be consulted, however Sponsors retain the right to exercise discretion and its discretion will be final. Blackout dates, geographical and general travel restrictions apply. All other expenses not specifically mentioned herein, including applicable income taxes, are the sole responsibility of the Winner. All other costs and expenses not specifically included herein, including but not limited to transportation to gateway; ground transportation; transfers; food; beverages; mini-bar; insurance; gratuities, souvenirs, etc. are the sole responsibility of the Winner. Winner and travel companion must travel together and possess necessary travel documents, e.g. valid passport, at least thirty (30) days prior to travel. Trip must be completed by July 30, 2017; or ticket will be forfeited. All reservations must be made a minimum of [30 days] prior to departure, and are subject to black-out periods and availability. Once travel commences, no stopovers are permitted; if stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. No changes will be made to travel details once any portion of travel arrangements has been made. Ticket re-issues and/or time extensions not allowed. Valid on Alaskan Airlines, Hawaiian Airlines, or Virgin America Airlines operated flights only. Flight details are subject to space availability and airline carrier's regulations and conditions apply. Certain other restrictions may also apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Winner and travel companion will be required to provide valid federal or state government issued picture ID at time of travel; any identification requirements associated with air travel are the winner's responsibility. Prize is not redeemable for cash; nor is it transferable, refundable or substitutable except by Sponsors, at Sponsors' option, with one of equal or greater value. Travel companion must be at least 18 years old as of the date of departure unless he/she is minor child of winner. All federal, state, local taxes and airport fees are Winner's sole responsibility;

- (ii) One (1) OrgOrg swag bag with an approximate retail value of \$100;
- (iii) One (1) happy hour for the Grand Prize Winner's office/place of employment (up to one hundred (100) people). At a mutually agreed upon date between Sponsors and Winner, Sponsors will, at their discretion, arrange for the supply and delivery of beverages, both alcoholic and non-alcoholic and food. At the discretion of the Sponsors, the services of a bartender will also be provided. Approximate retail value of the happy hour is \$2,000; and
- (iv) Promotion of the Grand Prize Winner in blog posts, on the OrgOrg forum, social media and via e-mail.

The actual value of the prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. The odds of winning a prize depend on the total number of eligible entries received for the Contest. No cash or other substitution of prizes is permitted, except at the sole option of Sponsors for a prize of equal or greater value. Sponsors will not replace any lost or stolen prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes.

Total value of all prizes to be awarded: [approximately \$5,000 (U.S.)].

The prizes are awarded personally to the Winner. The Winner may not transfer, assign, give, sell or in any other way alienate the prizes or his rights therein.

7. Notification of Winners: The Winner will be notified by e-mail within [five (5)] business days of the prize drawing, and may be required to sign and return an affidavit

of eligibility and publicity/liability release within [seven (7)] days of notification. If the selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner will be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Allow six (6) to eight (8) weeks for delivery of prizes.

8. General Conditions: By entering the Contest, you agree to be bound by these Official Rules. The Contest is offered by the Sponsors who are not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

By participating in this Contest, you further agree to waive, release, indemnify, defend and hold harmless the Sponsors and their parent, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest (together, the "Released Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation: any (i) condition caused by events beyond Sponsors' control that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind; and (v) any injury or damage to any person's computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest.

IN NO EVENT WILL SPONSORS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION

WITH YOUR PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- **9. Publicity:** Except where prohibited, by participating in the Contest, you consent to the use of your name, photo and/or likeness, biographical information, entry and statements attributed to you (if true) for, publicity and promotional purposes in any and all media now or hereafter known, worldwide in perpetuity, including without limitation, inclusion in Sponsors' newsletters, the Contest website at http://www.eden.io/indispensable-organizer, and Sponsors' websites at www.eden.io, without further notice, permission and/or compensation.
- 10. Additional Conditions: Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to you. Sponsors reserve the right to disqualify any entrant or winner, as determined by Sponsors, in their sole discretion. The Contest is subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations apply. As stated above, the Contest is void where prohibited or restricted by law. By participating in this Contest, you acknowledge that you have these Official Rules and agree to abide by them and by the decisions of Sponsors, which are final and binding on all matters pertaining to the Contest. These Official Rules are governed by the law of the State of California, without reference to rules governing choice of laws.
- 11. Disputes: Any action, suit or case arising out of, or in connection with, this Contest or these Official Rules must be brought in either the federal courts located in the Northern district of California or the state courts located in Santa Clara County, California.
- **12. Personal Information:** Sponsors will use the personal information they collect from entrants to facilitate their participation in the Contest and as may be more specifically set forth in these Official Rules. By participating in the Contest, you consent to such collection and use of your personal information

13. Winner's List:

To obtain the Winner's identity, send an email message to support@eden.io with "Winner's list" as the email subject and contest name specified in the body of the email. Requests must be received within four (4) weeks of the end of the Promotion Period.