

## **SMARTSHEET COMMUNITY FIRST RESIDENCE GIVEAWAY – OFFICIAL RULES**

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

**2. ENTRY PERIOD.** The Smartsheet Community First Residence Giveaway (the “**Giveaway**”) entry period commences on February 16, 2023, at 9:00 a.m. Pacific Standard Time (“**PST**”) and ends on April 28, 2023 at 5:00 p.m. PST (the “**Giveaway Period**”). Entries submitted before or after the Giveaway Period are not valid and will not be considered. Smartsheet’s computer will be the official time clock for the Giveaway.

**3. ELIGIBILITY.** The Giveaway is open to any individual Smartsheet Community (found here at <https://community.smartsheet.com/>) member (“**Member**”) that submits an entry to the Smartsheet Community First Residence Giveaway in accordance with the Giveaway-specific instructions and criteria provided by Smartsheet, who at the time of entry: (i) are over the age of 18 (or the age of majority in their jurisdiction of residence), (ii) are not otherwise ineligible to participate or receive a prize. If you do not meet any of these requirements, or any other eligibility requirement in these Official Rules, you are not eligible to enter or win a prize. Directors, officers, employees, contingent staff, together with members of their immediate families (parents, children, siblings, and spouses of each) and/or those living in their households, of Sponsor and any of its affiliated companies, agents, professional advisors, advertising agencies, are not eligible to win any prizes.

**4. ENTRY.** To enter the Giveaway, a Member must create a “New Discussion” post under the “Show and Tell” topic using the hashtag “#TheFirstResidence” in response to a prompt provided by Smartsheet on the Smartsheet Community (“**Giveaway Requirements**”). Such post must be made in accordance with the relevant instructions or other criteria provided by Smartsheet. To be eligible to win the Prize, your entry must be submitted during the Giveaway Period. All valid entries received during the Giveaway Period are eligible to win the Prize. You can submit more than one (1) entry into the Giveaway; provided that such entry is not a duplicate submission. BY ENTERING THE GIVEAWAY, YOU HEREBY AGREE TO THESE OFFICIAL RULES.

**5. PRIZE DETAILS.** A total of three (3) winning entries will be selected at random each month until the end of the Giveaway Period to each receive one (1) copy of Matika Wilbur’s book *Project 562: Changing the Way We See Native America* (the “**Prize**”), contingent upon the requirements outlined in Section 6 and these Official Rules. The estimated retail value of the Prize is 50 USD. The odds of winning a prize will depend on the number of eligible entries received, and therefore cannot be determined.

ALL COSTS AND FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. Sponsor will issue Giveaway-related tax reporting as may be required by applicable laws and regulations. Any prize returned as undeliverable or otherwise not claimed within thirty (30) days after delivery of notification will be forfeited and awarded to an alternate Winner. The prize is not transferable and may not be redeemed for cash. No substitutions or exchanges of any prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. The prize is awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

**6. DETERMINATION OF WINNER.** At random, Smartsheet will select three (3) entries in accordance with the Giveaway Requirements each month until the end of the Giveaway Period on the following dates: (i) February 28, 2023, (ii) March 31, 2023, and (iii) April 28, 2023 from the pool of valid submissions. If you are selected as a winning entrant, You will be notified by a Smartsheet representative via direct message in the Smartsheet application. You must respond within five (5) business days to claim Your prize.

You may then be asked to provide additional information, such as a mailing address, for the purposes of execution of any necessary documentation and prize delivery. All entrants, entries, and status as a prize Winner are subject to verification by Sponsor and audit for compliance with these Official Rules. In the event that Giveaway verification activity or an audit produces evidence of non-compliance with respect to the winning entry or the entrant who submitted the winning entry as determined by Sponsor in its sole discretion, Sponsor reserves the right to disqualify the entry and/or entrant. The prize will be awarded subject to the terms of these Official Rules. Except where prohibited, the Winner may be required to sign and return an affidavit of eligibility (including acceptance of these Official Rules) and release of liability and publicity rights (unless prohibited by law), and any other requested documents within the time period stipulated. Failure to comply with this requirement may result in disqualification. Any prize notification returned as undelivered may result in disqualification. Proof of identity, age, legal residence, and other information may be required to claim a prize.

**7. DISCLAIMER.** Sponsor and its affiliated companies, as well as their respective directors, officers, employees, agents, professional advisors, advertising and promotional agencies (collectively, the "Released Parties") will not be responsible for: (i) any late, lost, misrouted, garbled or distorted or damaged entries; (ii) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (iii) any Giveaway disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by any non-authorized intervention; (iv) any errors in any materials associated with the Giveaway; (v) any injury or damage to your or any other party's computer related to or resulting from participating in the Giveaway; or (vi) any participation or inability to participate in the Giveaway. Sponsor and the Released parties expressly disclaim any and all warranties of any kind in connection with the Giveaway.

**8. LIMITATION OF LIABILITY.** By entering the Giveaway, you agree that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Giveaway, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, not to exceed \$50.00; and (iii) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, any punitive, incidental or consequential damages.

**9. RELEASE.** By entering the Giveaway, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Giveaway, including delivery, misdelivery, acceptance, possession, use or misuse of, or inability to use any prize.

**10. CONDUCT.** BY ENTERING AND PARTICIPATING IN THIS Giveaway, YOU: (A) 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 Giveaway IS TRUE,

ACCURATE AND COMPLETE; (C) REPRESENT AND WARRANT THAT YOU ARE ELIGIBLE TO ENTER THE Giveaway AND THAT YOUR ENTRY MEETS THE REQUIREMENTS SET FORTH HEREIN; AND (D) AGREE TO COMPLY WITH ALL LAWS.

SPONSOR RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS Giveaway OR ANY FUTURE SPONSOR PROMOTIONS, ANY INDIVIDUAL IT SUSPECTS: (A) TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE Giveaway; (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, DISPARAGE, OR HARASS SPONSOR OR 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 YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE Giveaway 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. SPONSOR RESERVES THE RIGHT TO LOCK OUT PERSONS WHOSE ELIGIBILITY IS IN QUESTION OR WHO HAVE BEEN DISQUALIFIED OR ARE OTHERWISE INELIGIBLE TO ENTER THE Giveaway. SPONSOR ALSO RESERVES THE RIGHT TO PERMANENTLY DISQUALIFY FROM ANY Giveaway OR CONTEST IT SPONSORS, ANY PERSON IT BELIEVES INTENTIONALLY VIOLATED THESE OFFICIAL RULES.

**11. PRIVACY.** Information and materials submitted to Sponsor or otherwise collected by Sponsor in connection with this Giveaway will be treated in accordance with Sponsor's privacy policy available at: <https://www.smartsheet.com/privacy>. Notwithstanding the foregoing, you acknowledge and agree that information and materials received from or about you in connection with your participation in the Giveaway may be shared with third parties involved in the execution, administration or hosting of the Giveaway.

**12. LIST OF WINNER(S).** To request a list of Winner names, send a self-addressed, stamped envelope by May 5, 2023, to: Smartsheet Inc., Attn: Winner List Requests, 500 108th Ave NE #200, Bellevue, WA 98004.

**13. MISCELLANEOUS.** You agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Giveaway materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. The Giveaway and these Official Rules will be governed, construed and interpreted under the laws of the State of Washington, U.S.A. without regard to principles of conflicts of law and you consent to exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of the Giveaway. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Giveaway or any entrant's participation in the Giveaway should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Giveaway, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Giveaway as planned. If terminated, Sponsor may, in its sole discretion, determine a Winner from among all

non-suspect, eligible entries received up to the time of such action using the procedure outlined above. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Giveaway, please email them to: [legal@smartsheet.com](mailto:legal@smartsheet.com).

**14. SPONSOR.** The Sponsor ("**Sponsor**") of this Giveaway is Smartsheet Inc., 500 108th Ave NE #200, Bellevue, WA 98004.

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