

Official Rules
Scrum Alliance GSGPDX23 Instagram Sweepstakes

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

VOID WHERE PROHIBITED BY LAW. BY ENTERING THIS SWEEPSTAKES, YOU CONSENT TO BE BOUND BY THESE OFFICIAL RULES.

ELIGIBILITY: You must be a legal U.S. resident who is eighteen (18) years of age or the age of majority at time of entry. **Void where prohibited by law.**

This Scrum Alliance GSGPDX23 Instagram Sweepstakes (this “Sweepstakes”) is being administered and sponsored by Scrum Alliance Inc. (hereinafter “Sweepstakes Provider”), who reserves the right to verify the eligibility qualifications of any winner, and further reserves the right to conduct a background check on any potential winners. Sweepstakes Provider may, in its sole discretion, disqualify any person if it is determined that awarding a prize to such a winner might reflect negatively on Sweepstakes Provider.

Employees, temporary employees, independent contractors, and interns of Sweepstakes Provider, and each of its respective affiliates, subsidiaries, officers, directors, agents, employees or partners, including without limitation other Sweepstakes sponsors, advertising and promotional agencies, and the immediate family members of each, and any persons living with, any such employees are not eligible to enter or to win. The term “immediate family members” includes spouses, parents, grandparents, siblings, children, and grandchildren.

You must have an Instagram account to enter. If you do not already have an Instagram account, visit www.instagram.com to create an account for free.

PRIVACY: BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THE SWEEPSTAKES PROVIDER'S PRIVACY POLICY, LOCATED AT: <https://www.scrumalliance.org/privacy-policy>.

YOU UNDERSTAND AND AGREE THAT THE INFORMATION YOU PROVIDE WILL BE USED FOR MARKETING PURPOSES BY THE SWEEPSTAKES PROVIDER. IN ADDITION TO ANY USES OF YOUR INFORMATION MENTIONED IN THESE RULES, THE PRIVACY POLICY REFERENCED IN THE PARAGRAPH ABOVE WILL GOVERN USE OF YOUR INFORMATION. YOU SHOULD REVIEW THAT PRIVACY POLICY.

HOW TO ENTER: No purchase necessary to enter or win. To enter the Sweepstakes:

Follow @ScrumAlliance on Instagram, and publish a post to your Instagram feed or story, depicting a selfie of you with the answer to a question about your agile journey between May 7, 2023 at 9:00 AM PST, and May 10, 2023 at 12:00 PM PST (such post, an “Entry”). You must use hashtag #GSGPDX23 and tag @ScrumAlliance in the post. Your account must be set as public.

LIMIT ONE ENTRY PER PERSON. No individual may submit more than one Entry. Any individual submitting more than one Entry may be disqualified from the Sweepstakes in Sweepstakes Provider's sole discretion.

Entries have no value and an Entry does not entitle a Participant to any compensation of any type or kind. If a Participant chooses to use a mobile device to submit an Entry, then depending on the carrier, charges may apply. If a Participant submits an Entry via mobile device, then the Participant agrees to receive messages via mobile device relating to the Sweepstakes, which may also result in charges.

Entries must not contain anything that: (i) is indecent, hateful, tortious, or inappropriate, (ii) promotes bigotry, racism, hatred, or harm against any group or individuals, or (iii) promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age. If Sweepstakes Provider determines in its sole discretion that an Entry does not comply with the foregoing, or any other terms herein, the Entry will not be eligible for prize consideration and may be withdrawn from the Sweepstakes without notice.

SWEEPSTAKES PERIOD: The Sweepstakes Period starts on May 7, 2023 at 9:00 AM PST, and ends on May 10, 2023 at 12:00 PM PST (the "Deadline").

The sole determinant of time for the purposes of the Sweepstakes will be when the Entry is received by the applicable server. Entries submitted close to the Deadline may not be timely received.

No responsibility is assumed by Sweepstakes Provider for lost, late, misdirected, or illegible Entries or for any computer, online, telephone or technical malfunctions that may occur. Entries will be declared made by the authorized account holder submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to a social network account by the applicable social network platform (i.e., [Instagram]). All Entries become the property of Sweepstakes Provider and will not be acknowledged or returned to the Participant.

All Entries must be identifiable with a natural person by appropriate independent means. Potential winners may be requested to provide the Sweepstakes Provider with proof that the potential winner is the individual associated with the winning Entry.

PRIZES: There will be six (6) winners, who will each receive one (1) of either: Beats AirPods (estimated market value of \$99), RocketBook Notebook (estimated market value of \$60), or Phone Sanitizer (estimated market value of \$55). (subject to availability).

Prizes are non-transferable and may not be redeemed for another prize by the winner. The Sweepstakes Provider reserves the right to award a substitute prize of equal or greater value, at its discretion. **Winner is responsible for all applicable federal, state, and local income and any other taxes, fees and surcharges. An IRS Form 1099 may be issued for all prizes with a retail value of \$600 or above (winners of prizes valued at \$600 or more must provide their social security number on IRS Form W-9 as a condition to receipt of the prize).**

WINNER SELECTION: The odds of winning depend on the number of eligible Entries. The winners will be selected by a random drawing from all qualified Entries received by the Deadline. Winner selection shall take place after the Deadline at Scrum Alliance HQ (7237 Church Ranch Blvd. #410 Westminster, CO 80021) or an authorized Scrum Alliance remote workspace. Winner selection will be made by Sweepstakes Provider or its designated representative, whose decision shall be final. The winners will be notified by Instagram direct message on or before May 10, 2023. Sweepstakes Provider reserves the right to determine the method of notification and alternative methods, if any. If a winner does not respond with the required response to such direct message (e.g., full name, mailing address, email address, etc.) within one (1) business day, an alternate winner will be selected by a random drawing from the remaining qualified Entries. In order to be named a winner, potential winners may be required to execute and return an Affidavit or Declaration and W-9, if required, before being awarded a prize. Noncompliance will result in disqualification and an alternate winner will be selected. Sweepstakes Provider reserves the right to delay the notification of the winner for technical reasons or for any other reason it deems necessary.

USE / LICENSE OF PARTICIPANTS' INFORMATION AND SUBMITTED CONTENT: Notwithstanding any contrary provision in any of Sweepstakes Provider's privacy policies, Participant grants to Sweepstakes Provider, and Sweepstakes Provider reserves, the right to use any and all information related to the Sweepstakes, including information and content submitted by Participant in connection with the Sweepstakes, as follows:

(a) Marketing – Participant agrees Sweepstakes Provider may use Participant information for marketing purposes or any other purpose, unless prohibited by law. By submitting your contact information, you agree to allow the Sweepstakes Provider to send you promotional materials and/or offers.

(b) Right of Publicity License – Except for Tennessee residents or where otherwise prohibited by law, participant grants Sweepstakes Provider permission to use his/her name, voice, likeness and biographical information for advertising and promotional purposes without compensation.

(c) Intellectual Property License – Participant grants Sweepstakes Provider the non-exclusive, irrevocable, royalty-free, fully-paid, unencumbered, transferable, sub-licensable, perpetual, and universe-wide right, but not the obligation, to reproduce, prepare derivative works based upon, distribute, transmit, publicly perform, publicly display, compile, archive, syndicate and otherwise use and exploit the Entry and any content

submitted to Sweepstakes Provider (including without limitation copyrights), as well as any and all derivatives thereof, in any and all languages, and in any and all manners, mediums, and forms now known or hereinafter devised.

(d) Warranty – Participant represents and warrants to Sweepstakes Provider that s/he has full legal right, power, and authority to grant the foregoing licenses, and, if applicable, has secured all necessary rights from any subjects depicted in, and/or individuals who contributed to, the Entry and content submitted in order to grant such license.

GENERAL CONDITIONS:

(a) The winner may be required to execute and provide to Sweepstakes Provider an Affidavit or Declaration: (1) attesting to the winner's Eligibility and compliance with the Official Rules; (2) providing a Liability Release that releases the Sweepstakes Provider from any liability arising out of the Sweepstakes; (3) a Publicity Release, allowing Sweepstakes Provider to use the winner's name, likeness, voice and biographical information for publicity purposes (except where prohibited by law); and/or (4) a license to certain intellectual property. At Sweepstakes Provider's sole discretion, non-compliance may result in disqualification and selection of an alternate winner. The winner also may be required to provide any other information needed by Sweepstakes Provider to comply with applicable laws and regulations, including those relating to the payment of income taxes.

(b) Sweepstakes Provider reserves the right, exercisable upon its sole discretion, to disqualify any individual found to have (1) violated these Official Rules; (2) interfered with the entry process or the operation of the Sweepstakes; (3) altered or attempted to alter the random outcome of the Sweepstakes; (4) violated any law or regulation by participating in the Sweepstakes; or (5) fraudulently completed the Entry or provided other false or infringing information to Sweepstakes Provider.

(c) Sweepstakes Provider is under no obligation to use or return any Entry or submitted content.

(d) PARTICIPANT FULLY RELEASES THE SWEEPSTAKES PROVIDER FROM ANY AND ALL LIABILITY, AND WAIVE ALL SUCH LIABILITY, CAUSED BY OR RESULTING FROM THE USE OR POSSESSION OF ANY PRIZE AWARDED OR CAUSED BY OR RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES OR ANY RELATED PROMOTION. PARTICIPANT UNDERSTANDS AND AGREES THAT IN NO EVENT WILL THE SWEEPSTAKES PROVIDER BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES ASSOCIATED WITH PARTICIPATION IN THE SWEEPSTAKES OR USE OF ANY PRIZE. PARTICIPANT FURTHER UNDERSTANDS AND AGREES THAT ANY PRIZE AWARDED IS RECEIVED "AS IS," WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND FROM SWEEPSTAKES PROVIDER, AND THAT ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

(e) All taxes, fees, assessments, title and registration fees, insurance, and like charges, associated with the receipt or use of a prize are the sole responsibility of the winner.

(f) The value of the prize is based upon good faith estimates by Sweepstakes Provider as of the date the Sweepstakes was commenced. The Sweepstakes Provider assumes no responsibility for changes in market conditions that may impact the value of a prize. There is no guaranty that the IRS, or its counterpart in any state's jurisdiction, will accept the estimated value of any prize for purposes of determining any tax that may be due by the winner.

(g) Participants agree to be bound by the decisions of the Sweepstakes Provider, which shall be final and binding in all respects. Sweepstakes Provider reserves the right at its sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Web site; or to be acting in violation of the Official Rules. You agree that in your participation in the Sweepstakes you will not use content that is obscene, libelous or slanderous, or that infringes upon a third party's trademark, trade name, copyright, publicity or other intellectual property right or right of privacy. You further agree to not knowingly damage or cause interruption of the Sweepstakes or to prevent others' participation in the Sweepstakes.

DISPUTE RESOLUTION AND CLASS ACTION WAIVER: THE SWEEPSTAKES, THESE OFFICIAL RULES, THE ENTIRE RELATIONSHIP BETWEEN PARTICIPANTS AND THE SWEEPSTAKES PROVIDER, AND ANY

LEGAL PROCEEDING RELATING TO OR ARISING THEREFROM, WHETHER BASED ON CONTRACT, TORT, LAW, OR EQUITY, SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED PURSUANT TO THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. EACH PARTY AGREES THAT VENUE FOR ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES SHALL BE IN JEFFERSON COUNTY, COLORADO, AND SHALL NOT BE SUBJECT TO TRANSFER TO ANOTHER VENUE OR LOCALE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH LEGAL PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO VENUE OF ANY SUIT, ACTION, OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

REGARDLESS OF WHETHER A PARTICULAR DISPUTE IS SUBJECT TO ARBITRATION OR LITIGATION, EACH PARTY DOES HEREBY WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY, TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING, OR TO NAME UNNAMED MEMBERS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDINGS.

EXTENSION OF SWEEPSTAKES: At Sweepstakes Provider's sole discretion and option, the dates for the Sweepstakes may be extended by no more than thirty days.

AMENDMENT OF RULES: If, for any reason, the administration, security, fairness, or integrity of the Sweepstakes has been compromised, Sweepstakes Provider reserves the right, exercisable at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes. The Official Rules may be amended by Sweepstakes Provider in its sole discretion. Amendments will be updated on the Post. Unless otherwise specified, any amendments will become effective at 12:00:01 a.m. CST on the day after they are posted.

RULES / WINNERS LIST: Official Rules and the name of the winners may be obtained by sending a self-addressed, stamped envelope to: Scrum Alliance Inc., 7237 Church Ranch Blvd. #410 Westminster, CO 80021. Indicate "GSGPDX23 Instagram Sweepstakes Official Rules Request" or "GSGPDX23 Instagram Sweepstakes Winner List" on the outside of the envelope as applicable. Limit one (1) request per envelope. The request must include the name of the Sweepstakes. Participants may also submit questions or request the Official Rules and/or winners list by sending an email detailing their request to marketing@scrumalliance.org. The Official Rules will be posted at gsgpdx23.com.

INTELLECTUAL PROPERTY: The Sweepstakes and all of the related pages, contents and code are copyright protected. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.

A NOTE ABOUT SOCIAL MEDIA PLATFORMS: You acknowledge that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram, and release Instagram from any and all liability arising from or related to this Sweepstakes.

SHORT FORM:

NO PURCHASE NECESSARY TO ENTER OR WIN. Must be a legal U.S. resident and at least 18 years old or age of majority. Sweepstakes begins on May 7, 2023 at 9:00 AM PST, and ends on May 10, 2023 at 12:00 PM PST. Odds of winning depend on number of eligible entries. Void where prohibited by law. Sponsor: Scrum Alliance Inc. Entry instructions and complete official rules can be found at: gsgpdx23.com.