# **UBM Tech Analytics Survey OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

# **GENERAL CONDITIONS:**

The contest is sponsored by UBM Tech, a division of United Business Media LLC ("UBM" or "Sponsor"). The contest is governed by these Official Rules, as well as by the laws of the State of New York and applicable United States federal law, without regard to any conflicts of laws principles. The contest is void where prohibited or restricted by law. By entering the contest, each entrant agrees to abide by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to the contest. The contest is being run in connection with Sponsor's web site located at the URL which was contained in the invitation you (the "Web Site") received and is therefore also governed by Sponsor's Terms of Service and Privacy Statement, as well as other policies pertaining to the Web Site. These Official Rules will govern any conflict between any of the Web Site policies and these Official Rules.

#### **HOW TO ENTER:**

To enter, each potential entrant must become a registered user of the Web Site, who truthfully and accurately provide all information required by the registration process, and who complete and submit the survey (the "Survey") by June 23, 2015 at 11:59 p.m. EDT. All entries must be received by June 23, 2015 at 11:59 p.m. EDT.

# **NOTIFICATION:**

One (1) winner will be randomly selected from all eligible entrants who register with the Web Site and submit the Survey. The potential winner will be notified by email. The odds of winning are determined by the total number of eligible entries received.

Winner(s) will be required to respond to the prize notification within the time specified in the notification and may be required to: (1) provide his or her full mailing address for the purpose of receiving the prize(s), which address must be within the 50 United States (excluding Puerto Rico) or Canada (excluding Quebec); (2) sign and return a release of liability, declaration of eligibility, and, where lawful, a publicity release, upon Sponsor's request; (3) verify his or her social security number or other taxpayer identification number; and (4) take possession of the prize(s) in the manner specified by Sponsor. In addition, selected Canadian entrants must first correctly answer a time-limited mathematical skill testing question administered by telephone in order to claim a prize. If the above requirements are not met, the prize(s) may be awarded to a replacement winner or winners drawn at random from the pool of remaining eligible entries. The replacement winner(s) will need to satisfy all of the requirements of these Official Rules. This process will be repeated until the prize(s) are awarded in full.

# PRIZE(S):

One (1) eligible winner will win:

One (1) Apple iPad mini (16GB Wi-Fi), valued at \$399 (Three hundred ninety-nine dollars) The total approximate retail value of the prize to be awarded in the contest is US \$399 (Three hundred ninety-nine dollars).

One (1) prize will be awarded to the eligible winner. In the event of unavailability of a stated prize, Sponsor reserves the right to substitute items of equal or greater value. Prizes are not transferable, exchangeable, or redeemable for cash. Reporting and payment of any federal, state, provincial, local, VAT, or other taxes, fees, customs, duties, insurance, or other amounts owed in connection with any prize are the sole responsibility of the winner(s). Winner(s) will be required to sign and return an affidavit of eligibility, liability release and grant permission to use his/her name and likeness for advertising and promotion (without further compensation) within 21 days of notification or alternate winner(s) will be selected. (Tennessee residents need not complete and return a publicity release.)

EACH PRIZE IS GIVEN AWAY BY SPONSOR "AS-IS." SPONSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY PRIZE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

#### **ELIGIBILITY:**

The contest is open to any natural person who is a legal resident of the 50 United States, including the District of Columbia (excluding Puerto Rico) and Canada (excluding Quebec), who is 18 years or older at the time of entry, and who has access to the Internet on or before June 23, 2015. Officers, directors, and employees of Sponsor and/or its parents, subsidiaries, affiliates, divisions, or agents (including but not limited to advertising, promotion and production agencies) and members of their immediate families (including spouse, parents, siblings, grandparents, grandchildren, step-children, step-parents and inlaws) or those with whom they are domiciled are not eligible.

Only one (1) entry on the Web Site per person, e-mail address, or household is permitted. Late, incomplete, computer-generated script, or other automated entries are not eligible and are void. In addition, entries that have been tampered with or altered are not eligible and are void. Entries made on the Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, a potential winner may be required to provide proof that the potential winner is the authorized account holder of the e-mail address associated with the potentially winning entry. It is the sole responsibility of each entrant to notify Sponsor in the event of a change in e-mail address or other contact information. Sponsor is not responsible for network, modem, or other equipment failures or for incomplete, garbled, or delayed entries, however caused.

# DISQUALIFICATION:

Sponsor reserves the right, in its sole discretion, to disqualify any entrant that Sponsor determines: (1) has tampered with the entry process or the operation of the contest or the Web Site; (2) has acted in an unsportsmanlike or disruptive manner or with the intent to annoy or harass Sponsor or any other person or entity; (3) has not satisfied all of the requirements for entry in the contest; or (4) to be otherwise ineligible under, or otherwise in violation of, these Official Rules. Any attempt by an entrant to commit any of the above acts of misconduct may be a violation of civil or criminal law and Sponsor reserves the right to seek damages from such entrant to the fullest extent permitted by law.

# LIABILITY/TERMS AND CONDITIONS:

By entering, each entrant releases and holds harmless Sponsor, any manufacturer or supplier of any prize, any other persons or entities involved in the contest, each of its and their respective parents, subsidiaries, and affiliates, and each of its and their respective officers, directors, employees, and agents, from any responsibility or liability whatsoever arising out of or resulting from: (1) entry or participation in the contest; (2) the acceptance, possession, or use of any prize; (3) any violation by such

entrant of these Official Rules or applicable laws; (4) any incorrect or inaccurate entry of information including, but not limited to as a result of technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof; (5) entry materials that have been tampered with, or entries that are illegible, late, lost, damaged, postage due or misdirected; (6) any injury or damage to participants or any other person's computer related to or resulting from participation or downloading any material in connection with the contest; and (7) any conditions arising from events beyond Sponsor's reasonable control.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER SPONSOR NOR ANY OF THE AFOREMENTIONED PARTIES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

# **PUBLICITY:**

By entering, each entrant grants to Sponsor the right to use and publish such entrant's name, state of residence, and any other information in any winning entry both online and in print, in connection with the contest, without additional compensation, except to the extent prohibited by law. In addition, by entering, each entrant consents to the use of their names and likeness for advertising and/or promotional and/or marketing purposes without additional compensation. (A Tennessee resident consents to the use of his name and likeness only if such Tennessee resident expressly consents to such use.) Sponsor reserves the right to use any information provided by entrants in connection with the contest in any manner permitted by these Official Rules or the Web Site policies.

# **TERMINATION:**

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the contest at any time for any reason, including but not limited to any reason that affects the administration, security, fairness, integrity, or proper conduct of the contest. Such reasons included but are not limited to fraud, tampering, unauthorized access, infections by computer virus, bugs, technical failures, or any other causes beyond the control of Sponsor. Should the contest ever be terminated prior to awarding of the prize(s), Sponsor will announce an alternate means of awarding the prize(s) on the Web Site.

#### NO ENDORSEMENT:

Nothing contained in these Official Rules or in any of the contest materials should be construed as an endorsement by Sponsor of any prize manufacturers or suppliers or other third party, product, or service.

# WINNER LIST:

To receive the name of the prize winner(s) email Amy Doherty, amy.doherty@ubm.com.

Requests must be received by June 23, 2015. Questions regarding the contest may be directed to Amy Doherty. Sponsor's telephone number is (212) 600-3068.