

## Rules

### Ultimate DrupalCon Experience Sweepstakes Official Rules No Purchase Necessary to Enter

- 1. Sweepstakes Period:** The **Ultimate DrupalCon Experience** Sweepstakes (the “Sweepstakes”) starts at 12:00 UTC-5 on March 13, 2017 and ends at 11:59 UTC-5 on March 22, 2017 (“Sweepstakes Period”).
- 2. Eligibility:** Only first time attendees of DrupalCon are eligible, any previous guests are not eligible to enter and cannot be awarded the Sweepstakes. Employees of DrupalCon, Inc. - dba The Drupal Association (the “Sponsor”) and each of their respective parent companies, affiliates, subsidiaries, retailers, advertising and promotion agencies as well as their immediate family members (spouses, parents, children, siblings, and their spouses) and/or persons living under the same household are not eligible to enter. This Sweepstakes shall be construed and evaluated solely according to United States law and subject to all federal, state and local laws and regulations. Void where prohibited. By entering, entrants acknowledge compliance with these Official Rules, including eligibility requirements.
- 3. How to Enter:** During the Sweepstakes Period there is one method of entry. You may enter the Sweepstakes by completing all required entry fields provided on the sweepstakes entry form (located online at <https://events.drupal.org/node/17744> during the Sweepstakes Period. Limit: one (1) registration per person and per email address. By entering the sweepstakes, you agree to sign up to receive newsletters from the Sponsor about DrupalCon and other program news. All entries become the property of the Sponsor, and will not be returned or acknowledged. Sponsor is not responsible for postage due mail, lost, late, damaged, misdirected, illegible, incomplete, stolen or fraudulent entries. Sponsor does not assume responsibility for third parties’ failure to act in accordance with Sponsor’s instructions pertaining to the implementation of the Sweepstakes. Sponsor and its agencies are not responsible for lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user’s computer equipment (software or hardware), or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. Automated entries are prohibited, and any use of such automated devices will cause disqualification. Duplicate or multiple online entries from the same person/email address or the same person using different email addresses/accounts are not permitted and will be automatically eliminated. All entries must be complete to be eligible. All entries become the property of Sponsor and will not be returned, and Sponsor will not verify receipt of entries.
- 4. Entry Guidelines:** In the event the Sponsor, in its sole discretion, determines that any entry contains content that does not comply with these Official Rules, Sponsor reserves the right to

disqualify the entry. Sponsor has the sole discretion to determine whether an entry is eligible. Any entry that violates this section or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified.

5. **Prize:** The winner will receive one DrupalCon full-week ticket (valued at \$550). The winner will also receive one local hotel room the Sponsor's' choice. The hotel room will be available for check-in on Monday, April 24, 2017 and check-out on Saturday, April 29, 2017 (valued up to \$1,070). Additionally, the winner will receive a round trip economy airfare on the most affordable yet convenient flight to/from Baltimore Washington International Airport. Airplane ticket will not exceed \$650 including taxes. Lastly, the winner will have a thirty minute one-on-one meeting with Dries Buytaert (value is priceless!). The approximate retail value ("ARV") of the total sweepstakes package is \$2,250. All other expenses not specified herein with respect to the prize are the responsibility of the prize winner, including but not limited to: food and drink, ground transportation, entertainment, and all other costs. If actual value of the prizes redeemed by the winner is less than \$2,250, difference in value will not be awarded. Prize redemption instructions will be provided to the selected winner. Prize must be fully redeemed (registered) by April 15, 2017 or winner will forfeit prize. Package may not be combined with any other offer. No refunds or credit for changes are allowed. Prize is not transferable. No cash redemptions, substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute prize of equal or greater value in the event prize is unavailable. Taxes related to the prize are the sole responsibility of the winner.

6. **Random Drawing And Winner Notification:** A random drawing will be conducted, on or about March 23, 2017, from among all eligible entries received during the Sweepstakes Period. Drawing will be conducted by the Sponsor. The Sponsor's decisions are final and binding in all matters related to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Sweepstakes period. The winner will be notified via email within 5 days of the drawing and will be required to complete and return a Declaration of Eligibility/Liability and Publicity Release ("Release") which must be returned for receipt within 10 days of date printed on notification or s/he will be disqualified and an alternate potential winner will be selected in a random drawing. If notification email is returned as undeliverable (sent 3 times over a 7 day period), the Release is not returned on time it will result in disqualification, and the prize will be awarded to an alternate winner in a random drawing. No substitutions for prize. Prize is not transferable and will be awarded within approximately 30 days after receipt of executed Declaration. If required by law, winner will receive an IRS Form 1099 on the value of the prize and winner will be required to provide his/her social security number or equivalent tax ID number on Declaration. All taxes including, but not limited to, sales and income tax on prize are winner's responsibility. Acceptance of the prize constitutes permission for the Sponsor to use the winner's provided information (name, last name, phone number and email) for promotional purposes in any and all media throughout the Universe in perpetuity including online posting without additional review, permission or further compensation except where prohibited by law. The winner need not be present at the drawing to win.

**7. General Terms:** By entering, all entrants agree to be bound by these official rules, instructions and the decisions of the judges, which are final and legally binding in all matters relating to this Sweepstakes. By participating, entrants and the winner agree to release, discharge, indemnify and hold harmless the Sponsor, their respective parent companies, affiliates, subsidiaries, directors, officers, employees and agents from and against any claims, damages, or liability due to any damages, or losses or injuries to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes. Entrants further agree not to pursue any right, claim or action against the Sponsors in connection with their participation in this Sweepstakes. No responsibility is assumed for lost, misdirected or late entries. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. An "authorized account holder" of an email address is the natural person in whose name the email address has been issued by the Internet Access provider, or online service provider. Sponsor reserves the right at its sole discretion to permanently disqualify any individual it believes has intentionally violated these Official Rules including tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website; or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor and its agencies are not responsible for lost, late, or misdirected entries, technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes which may limit the ability of an individual to participate in or accept the prize in the Sweepstakes, or by any human error which may occur in the processing of the entries in this Sweepstakes. Sponsor and its agencies are not responsible for any typographical error in the printing of these Official Rules, administration of the Sweepstakes or in the announcement of the Sweepstakes prize. Sponsor and its agencies are not responsible for damages to user's system occasioned by participating in the Sweepstakes or downloading any information to participate in the Sweepstakes. Sponsor reserves the right to modify or cancel the Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes. In such event, Sponsor would award the prize from among all eligible entries received prior to cancellation.

**8. Dispute Resolution:** By entering this Sweepstakes, entrants agree that 1) Any and all disputes, claims, and of action arising out of or connected with the Sweepstakes or the prize shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and/or awards shall be limited to actual out-of-pocket costs associated with entering

this sweepstakes and shall not include any punitive, consequential or other damages, including costs associated with entering the Sweepstakes but in no event include attorneys' fees; 3) The value of the prize as set forth above represents Sponsor's determinations of the ARV in its sole and absolute discretion thereof and such determinations are final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash; and 4) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim indirect, special, punitive, incidental or consequential damages of entrant and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All dispute resolution shall be made by the Sponsor in its sole discretion. These Official Rules shall be governed by, and construed in accordance with the laws of Washington D.C without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Washington D.C.. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the Washington D.C. courts sitting, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules.

9. **No Waiver:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Any questions or complaints regarding this Sweepstakes shall be directed to <https://events.drupal.org/baltimore2017/contact>. You understand that you are providing your information to the Sponsor.

For winners' names (available after March 23, 2017) send a self-addressed, and stamped envelope by December 31, 2017 to The Drupal Association, 3439 NE Sandy Blvd # 269, Portland, OR 97232.