

## **Hit Refresh Sweepstakes** **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND DISTRICT OF COLUMBIA ONLY (EXCLUDING FLORIDA, NEW YORK AND RHODE ISLAND), WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

Sweepstakes is governed by these official rules (“Official Rules”). By participating, each entrant agrees to the Official Rules.

**SWEEPSTAKES NAME:** Hit Refresh Sweepstakes (the “Sweepstakes”).

**SWEEPSTAKES DATES:** Sweepstakes registration will take place beginning on **9/24/2018 at approximately 8:00am Pacific Time (PT)** and ending on **9/28/2018 at 5:00pm PT** (the “Registration Period”) at 717 Market St, San Francisco, CA 94103 and the surrounding area in downtown San Francisco, CA (the ‘Sweepstakes Registration Area’). Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**ELIGIBILITY – WHO MAY ENTER:** Sweepstakes is open to legal residents of the contiguous United States and District of Columbia (excluding Florida, New York and Rhode Island), who are aged 21 or older as of date of entry, and who have a valid driver’s license or government issued photo I.D., except the following classes of persons who are not eligible to enter:

- a. Employees, officers, and directors of Freshworks, Inc. (“Administrator” and “Sponsor”), each of their respective affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively “Released Parties”) and the members of the immediate families or households of any of the above, whether or not related. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand-children) and each of their respective spouses.
- b. Individuals who are unable or unwilling to visit the registration location during the Registration Period to enter.

### **HOW TO ENTER – TWO WAYS**

1. Visit the pop-up shop at 717 Market St, San Francisco, CA 94103 between 9/25/2018 – 9/27/2018 and scan your eligible conference how badge to be entered into the Sweepstakes. **NO PURCHASE NECESSARY** to submit an entry. All entries must be received by the end of normal show hours on 9/28/2018 to be eligible.
2. Search out a Sponsor representative (the ‘Brand Ambassador’) in and around the Sweepstakes Registration Area and scan your eligible conference badge to be entered into the Sweepstakes. **NO PURCHASE NECESSARY** to submit an entry. All entries must be received by the end of normal show hours on 9/28/2018 to be eligible.

**INFORMATION WE COLLECT:** We may collect information including your: (1) name, (2) email address, (3) company name, (4) date of birth, and phone number (optional) (5) driver’s license/ govt ID / social security number (prerequisite for claiming a prize). We maintain this information in a secure database. The processing and use of this information shall be in accordance with Freshworks’ [Privacy Notice](#).

**Maximum of one entry per person.** All subsequent entries will be disqualified. Incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, or damage entries or for lost or stolen entry boxes, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information; all of which will be disqualified. Entries become property of Sponsor and will not be returned.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person’s name will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different email addresses, identities, or any other methods void that participant’s entries and that participant may be disqualified. By entering this Sweepstakes, you affirm that you have read and accept these Official Rules. The laws of the United States apply to and govern this Sweepstakes, and any claims must be raised and resolved in the United States. By participating and submitting an entry, contestant agrees that sponsor and participating parties are authorized to contact entrant via email, mail, phone or any other form of

media to make contestant aware of information pertinent to the promotion, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers, or purchase incentives. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

**Prize Drawing – Winner Selection & Notification** (*maximum of forty-nine (49) prize winners*): Administrator shall conduct random prize drawings from among all eligible entries received from all entry methods by the deadlines below, on the drawing dates below, to select a maximum of one (1) potential grand prize winner and forty-eight (48) potential first prize winners (each referred to as “Potential Winners”). Sponsor in its sole discretion shall determine and assign each potential first prize winner one (1) of the available first prizes (*see available first prizes below*). Non-winning entries will roll over to the next drawing date, if any. Entries not received by the deadlines below will be entered into the next drawing. Maximum of one (1) prize per person. The entry deadlines and drawing dates are as follows:

Entry Period	Entry Period Start Time	Entry Period End Time	Drawing Date and Time	Number of Potential Winners Selected	Prize Type
1	9/24/2018 at 8:00:00 am PT	9/25/2018 at 7:00:00 pm PT	9/25/2018 at 8:00pm PT	16	First Prize
2	9/24/2018 at 8:00:00 am PT	9/26/2018 at 7:00:00 pm PT	9/26/2018 at 8:00pm PT	16	First Prize
3	9/24/2018 at 8:00:00 am PT	9/27/2018 at 7:00:00 pm PT	9/27/2018 at 8:00pm PT	16	First Prize
4	9/24/2018 at 8:00:00 am PT	9/28/2018 at 5:00:00 pm PT	9/28/2018 at 6:00pm PT	1	Grand Prize

Potential Winners will be notified initially by email and/or phone following their selection. If the Administrator is unsuccessful in its attempt to reach and speak directly with a selected Potential Winner by phone within forty-eight (48) hours of the initial attempt to the phone number or email address associated with their entry, then that contestant may be disqualified and an alternate Potential Winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). **Note: phone messages will not be left during the winner notification process.**

During prize winner notification, each Potential Winner must confirm their eligibility, and indicate their willingness to accept the prize. Potential Winners will then receive official notification via email, and will be required to complete and return within 5-days of receipt a prize acceptance document including affidavit of eligibility and liability/publicity release form.

If a Potential Winner does not meet the eligibility requirements or elects to decline the prize, s/he will be disqualified and, at Sponsor’s discretion and time permitting, an alternate potential winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified contestant will not receive any alternate prize substitution or compensation.

**Decisions of the Administrator in the selection and determination of prize winners and all matters relating to this Sweepstakes are final and binding.** Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

All of the following will apply for prize winners: 1) Winner may be required to complete and return, within 5 days of date of receipt, a prize acceptance form, an affidavit of eligibility, and a liability/publicity release by winner (*and travel guest for grand prize award only*) where permitted; 2) Winner may be required to present a copy of a valid driver’s license or government issued I.D. as a condition of receiving any prize; 3) Winner may be required to provide Social Security Number as a condition of receiving any prize; 4) Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won, if prize value exceeds \$600; and 5) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

**Prize Awards & Delivery:**

**FIRST PRIZE - MAXIMUM OF FORTY-EIGHT (48) WINNERS (each a ‘First Prize Winner’):** The available First Prizes, the quantity of each First Prize and the approximate retail value (ARV) of each First Prize are as follows:

<b>First Prize Description</b>	<b>Maximum # First Prizes Available</b>	<b>ARV of Each First Prize</b>	<b>Total ARV of First Prizes</b>
Apple iPad	6	\$450.00	\$2,700.00
Google Home	6	\$130.00	\$780.00
Nespresso	6	\$250.00	\$1,500.00
Echo	6	\$100.00	\$600.00
Airpods	6	\$145.00	\$870.00
Bose Bluetooth Speaker	6	\$200	\$1,200.00
Bose Headphones	6	\$150.00	\$900.00
Spa Finder Gift Card	6	\$150.00	\$900.00

During the notification call, Administrator will instruct First Prize winners to either redeem their prize at the Pop-Up Shop at 717 Market St, San Francisco, CA 94103 at a designated time between 9/25/2018 – 9/27/2018, or that their prize will be shipped to them at the address provided on their prize acceptance form. All prize awards which are shipped will be delivered by U.S. Postal Service or common carrier of Administrators choosing, and prizes will be deemed delivered to the winner once the prize is delivered by Administrator to the U.S. Postal Service or other common carrier of Administrator’s choosing. Sponsor and Administrator will not be responsible or liable for a late, delayed, lost, stolen, undeliverable or damaged prize once delivered to the U.S. Postal Service or other common carrier, for any loss or damages relating to delivery, use, or misuse of the prize, or for any Entrant who incorrectly entered their actual address during the registration process. Please allow 6-8 weeks for delivery of shipped prizes. Prize Winners must accept delivery of prize in the manner as solely specified by Sponsor at the time of notification. Prize Winners may not substitute, exchange, or apply the prize’s value towards a higher cost or alternate prize, except at Sponsor’s sole discretion. Any Prize on display is for display purpose only and is not necessarily the Prize that will be awarded to a Prize Winner.

If a designated prize is under the ARV as listed above, the winner will not be awarded the difference between the prize’s actual MSRP and the ARV listed above.

**GRAND PRIZE - MAXIMUM OF ONE (1) WINNER (the ‘Grand Prize Winner):** The grand prize winner will receive one (1) trip for two (2) (*winner and one (1) guest*) to Canyon Ranch in Tucson, AZ, with a maximum retail value of \$5,000.00. Trip includes:

- Round trip economy class airfare for (2) (*winner and 1 travel guest*) from the closest major airport to the Grand Prize Winner’s residence as determined by Sponsor to Tucson, AZ. Actual departure dates and times based upon availability and will be solely determined by Sponsor.
- One 3 day/2 night double occupancy standard hotel room at Canyon Ranch Tucson Resort
- One (1) certificate in the amount of \$500 valid for a Spa session at Canyon Ranch Tucson Resort. Certain restrictions apply. Use of prize based on availability.

\* Gift card subject to guidelines and policies of designated gift card company. Administrator reserves the right, in its sole discretion, to award multiple gift cards in varying denominations to satisfy the total amount to be awarded.

**Grand prize winner is solely responsible for any and all transportation to and from destination and arrival airports. Grand Prize Winner is also solely responsible for any and all expenses in destination city including, but not limited to, travel insurance, additional lodging, and any other expenses not specified as a part of the prize stated herein as outlined in the Additional Rules and Restrictions below.**

Travel must be booked through administrator, and trip must be taken by 12/31/2019 or prize will be forfeited. Trip must be booked a minimum of 60 days in advance. Certain blackout dates apply and requested dates may not be available as solely determined by Sponsor. Released Parties not responsible for any travel delays or difficulty. If travel delays or difficulty prevent arrival in time for any and all elements of trip, Sponsor is not responsible for awarding any compensation in lieu thereof. Each winner and his/her travel guest must travel together on the same itinerary. Each travel guest must be at least 21 years of age as of 9/28/2018. Travel guest may be designated once and may not be changed once designated. Winner and travel guest will be responsible for securing passports, photo I.D. or other travel documents required for travel. Airline reserves the right to deny boarding to passengers without the proper documentation. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner’s expense. Actual value of the trip will depend on point of departure and any airfare fluctuations. Released Parties not responsible for late,

lost, damaged or stolen luggage. Grand prize does not include travel insurance, applicable taxes (including, but not limited to all local, state and federal taxes), tips, gratuities, any food in addition to breakfast, lunch and dinner as outlined above, alcoholic beverages, service charges, additional overnight accommodations, leisure activities, laundry service, merchandise, souvenirs, local and long distance telephone calls, airport charges, or any other service or item not specifically described above. Any other expenses not specified herein as being included in the grand prize are the sole responsibility of the winner.

If a grand prize winner elects to take prize trip without a guest, components of the grand prize will be awarded in increments/quantities suitable for the actual number of travelers and grand prize winner will not receive any compensation or substitute/alternate prize for same. Grand prize winner agrees to maintain his or her behavior and the behavior of their travel guest in accordance with all applicable laws, generally accepted social practices and all rules and regulations applicable to any airline, hotel, venue or other entity in connection with participation in any prize activity, including, without limitation, use of a prize. Grand prize winner understands and agrees that if grand prize winner (and/or his/her guest, if any) are removed from any activity at any time if the winner's (and/or his/her guest's, if any) behavior at any point is disruptive or may or does cause damage to person, property or otherwise violates the policies of an entity associated with this prize, in that event, Grand prize winner may be required to forfeit the rest or all of his/her prize, with no substitution or compensation. In the event the Grand prize winner is required to forfeit the rest or all of his/her prize, or the Grand prize winner and/or his/her guest wishes to make changes to their return date for any reason, all travel changes are solely at the winner's expense and Sponsor is not responsible for awarding any additional compensation.

If a winner does not redeem prize, Administrator reserves the right to disqualify that winner, and time permitting, an alternate winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above.

All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Grand Prize winner. All income, federal, state and local taxes are Grand Prize winner's sole responsibility. All grand prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion, or to award the cash value of the grand prize if prize is unavailable at time of prize award. **Maximum retail value of available prizes: \$14,450.00**

**Additional Rules & Restrictions:** By participating in this Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final and binding in all matters relating to this Sweepstakes. In the event an entrant wins the prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after he/she has used the prize. Participation in Sweepstakes constitutes permission for the Sponsor and its designees to use each entrant's name, city and state of residence and likeness for purposes of advertising and trade in any and all media now or hereafter devised, worldwide in perpetuity, without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the prize and all associated entries will be void.

By participating, entrants agree to release and hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of the prize (including any injury or harm resulting from use of the vehicle), or participation in prize-related activities and to assume all liability therefor. Released Parties shall not be responsible for mechanical, technical, printing, typographical, human, or other errors or problems relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials. If for any reason this Sweepstakes (or any portion thereof) is not capable of running as planned due to tampering, unauthorized intervention, fraud, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes (or any portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or any portion thereof). If terminated, Sponsor reserves the right, at its discretion, to select the potential winner from among all non-suspect eligible entries received up to time of such action. Sponsor also reserves the right to disqualify any individual who tampers with the entry process, who disrupts the administration or proper play of this Sweepstakes, intends to annoy, abuse, threaten or harass any other entrant or Sponsor or Sweepstakes representative or who is otherwise in violation of these Official Rules and void all associated entries. Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or

requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause.

**IN CASE OF DISPUTES:** By participating, each participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will participant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, and consequential damages, 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 issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of California; without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California; or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.

**Freshworks' Liability:**

You agree that in any given instance, the maximum aggregate liability of Freshworks under these Official Rules shall not exceed \$1000 (One Thousand US Dollars).

**Official Rules & Winners List:** For a copy of these Official Rules or the name of prize winner, send a self-addressed stamped envelope to be received by **11/28/2018** to: Hit Fresh Sweepstakes, c/o Freshworks, Inc, 1250 Bayhill Dr, Suite #315 San Bruno, CA 94066. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

**Sponsor and Administrator:** The Sweepstakes is sponsored and administrated by Freshworks, Inc, 1250 Bayhill Dr, Suite #315 San Bruno, CA 94066.