GIFT OF TIME SWEEPSTAKES

- 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. VOID WHERE PROHIBITED.
- **2. ENTRY PERIOD.** The Contest entry period commences on September 4, 2018 at 12:00 p.m. Pacific Time and ends September 25, 2018 at 12:00 p.m. Pacific Time (the "**Contest Period**"). Entries submitted before or after the Contest Period are not valid and will not be considered. Smartsheet's computer will be the official time clock for the Contest.
- **3. ELIGIBILITY**. The Contest is open to legal residents of the fifty (50) United States or the District of Columbia, who at the time of entry: (i) are over the age of 18 (or the age of majority in their jurisdiction of residence) and (ii) are permitted by their employers to participate in the Contest. 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. You do not have to be a Smartsheet user to participate in the Contest.
- **4. ENTRY.** To enter the Contest, complete the survey and provide your email address. Alternatively, you may enter by mailing a 3'x5' card or paper with your name, mailing address, telephone number, and email address to Sponsor, Attn: Customer Segmentation Survey Sweepstakes, at the address below. To be eligible for a Prize, your entry must be submitted during the Contest Period. All valid entries received during the Contest Period are eligible for a Prize. You can submit only one (1) entry into the Contest. Multiple entries by the same participant will be disregarded. BY ENTERING THE CONTEST, YOU HEREBY AGREE TO THESE OFFICIAL RULES.
- **5. PRIZE DETAILS.** At the end of the Contest Period, six (6) winners will each be awarded a \$1,000.00 gift card and one (1) winner will get to donate \$1,000.00 to one of four preselected charities. As part of the survey, participants will select which prize option they would prefer if they were to win. The prizes are as follows:
 - 1. the winner in the Go on Vacation category will receive a \$1,000.00 gift card for Alaska Airlines;
 - 2. the winner in the Get More Exercise category will receive a \$1,000.00 gift card for LA Fitness;
 - 3. the winner in the Clean my Home category will receive a \$1,000.00 gift card for Merry Maids.com;
 - 4. the winner in the Relax and Read category will receive a \$1,000.00 Barnes & Noble gift card;
 - 5. the winner in the Volunteer and Help Others category will get to choose the recipient of a \$1,000.00 donation in their name from amongst the following organizations: Make A Wish Foundation, World Wildlife Fund, American Red Cross, or Feeding America;
 - 6. the winner in the Go Shopping category will receive a \$1,000.00 Nordstrom gift card; and
 - 7. the winner in the Upgrade Home category will receive a \$1,000.00 Home Depot gift card.

The approximate retail value of the prizes is \$7,000.00. 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 WINNERS. Sponsor will issue Contest-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 prizes are not transferable and may not be redeemed for cash. No substitutions or exchanges of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. All prizes are 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 WINNERS. Sponsor will select winner(s) by random drawing following the Contest Period. The winner(s) will be selected and notified via email by September 28, 2018. The winner(s) may then be asked to provide additional information, including 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 Contest verification activity or an audit evidences non-compliance of the winning entry or the entrant who submitted the winning entry as determined by Sponsor in its sole and unfettered discretion, Sponsor reserves the right to disqualify the entry and/or entrant.

All prizes will be awarded subject to the terms of these Official Rules. Except where prohibited, all winners will 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, and legal residence 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 computeror communications-related malfunctions or failures; (iii) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; (iv) any errors in any materials associated with the Contest; (v) any injury or damage to your or any other party's computer related to or resulting from participating in the Contest; or (vi) any participation or inability to participate in the Contest. Sponsor and the Released parties expressly disclaim any and all warranties of any kind in connection with the Contest.
- **8. LIMITATION OF LIABILITY.** By entering the Contest, you agree that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, 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, punitive, incidental or consequential damages.
- **9. RELEASE.** By entering the Contest, 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 Contest, including delivery, misdelivery, acceptance, possession, use or misuse of or inability to use any prize.

BY ENTERING AND PARTICIPATING IN THIS CONTEST, 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 CONTEST IS TRUE, ACCURATE AND COMPLETE; (C) REPRESENT AND WARRANT THAT YOU ARE ELIGIBLE TO ENTER THE CONTEST AND THAT YOUR ENTRY(IES) MEET 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 CONTEST OR ANY FUTURE SPONSOR PROMOTIONS, ANY INDIVIDUAL IT SUSPECTS: (A) TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST; (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 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 CONTEST 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 CONTEST. SPONSOR ALSO RESERVES THE RIGHT TO PERMANENTLY DISQUALIFY FROM ANY 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 Contest 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 Contest may be shared with third parties involved in the execution, administration or hosting of the Contest.
- **12. THIRD PARTY POLICIES.** It is your responsibility to review, understand and abide by your employer's policies regarding eligibility to participate in the Contest. If an entrant is found to be in violation of such policies, rules or terms, then the entrant will be disqualified from participating in the Contest and being awarded or retaining any prize. This Contest is in no way sponsored, endorsed, or administered by, or associated with, any of the organizations or companies outlined in Section 5 above.
- **13. LIST OF WINNERS.** To request a list of winner names, send a self-addressed, stamped envelope by November 30, 2018 to: Smartsheet, Attn: Winner List Requests, 10500 NE 8th Street, Suite 1300, Bellevue, WA 98004.

- 14. MISCELLANEOUS. Entrants 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 Contest 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 Contest 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 Entrants consent to exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of the Contest. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any Entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Contest, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. If terminated, Sponsor may, in its sole discretion, determine a winner from among all nonsuspect, 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 Contest, please email them to: legal@smartsheet.com.
- **15. SPONSOR.** The Sponsor of this Contest is Smartsheet Inc., 10500 NE 8th Street, Suite 1300, Bellevue, WA 98004.

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