## Linked in.

## LinkedIn Sophisticated Marketers Aficionado Contest Official Rules

The Sophisticated Marketers Aficionado Contest ("**Contest**") is sponsored by LinkedIn Corporation and its affiliates ("**Sponsor**"), and is governed by these official rules ("**Official Rules**"). By participating in the contest, each entrant agrees to abide by the Official Rules, including all eligibility requirements, and understands that the results of the Contest, as determined by Sponsor and its agents, are final in all respects. The Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law.

- 1. No Purchase Necessary. NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING.
- 2. Contest Period. The Contest begins on March 29, 2016 at 9:00 am Pacific Standard Time ("PST") and ends on June 30, 2016 at 12 pm PST ("Contest Period"). All entries (submissions) must be received before the end of the Contest Period. Sponsor's computer is the official time-keeping device for the Contest. Sponsor reserves the right to extend or shorten the Contest Period at its sole discretion.
- **3. Eligibility.** The Contest is open to legal residents of their respective countries (where not prohibited by law) who (i) are eighteen (18) years of age or older at the time of entry and (ii) have Internet access and a valid e-mail account prior to the beginning of the Contest Period. Sponsor has the right to verify the eligibility of each entrant.
- 4. Entry Instructions. Entrants can enter the Contest through the LinkedIn Sophisticated Marketer's Aficionado landing page. Only participants who work in the marketing, advertising or communications industry are eligible to receive a LinkedIn Sophisticated Marketers Aficionado decal and enter into the contest. To participate in the Contest, entrants must (i) fill out all required fields on the entry form, (ii) receive their official entry stamp, and (iii) post their official entry stamp to one of the approved social media websites (LinkedIn, Twitter, Facebook, Instagram or LinkedIn SlideShare) with the associated hashtag: #SophisticatedMktg. Once the entrant has completed all of the above steps, it will receive 1 entry into the drawing. One entry per individual. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email or addresses, accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entrant, the authorized account holder of the email address associated with the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Except where prohibited, participation in the Contest constitutes entrant's consent to Sponsor's use of entrant's name, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration. Sponsor reserves the right to reject any entry for any reason
- 5. Winner Selection. All eligible entries received during the Contest Period will gathered into a database and drawn on a monthly basis. A winner will be chosen based on the creativity and quality of content. Announcement and instructions for prize will be sent to the e-mail address supplied on the potential prize winner's entry form. Each entrant is responsible for monitoring his/her e-mail account for prize notification and receipt or other communications related to this sweepstakes. If a potential prize winner cannot be reached by Sponsor within fifteen (15) days, using the contact information provided at the time of entry, or if the prize is returned as undeliverable, that potential prize winner will be considered to have forfeited the prize. Upon the request of the Sponsor, the potential winner may be required to return an Affidavit of Eligibility, Publicity Release, Prize Acceptance Form, and an IRS W-9 form. Each potential winner may be required to show proof of being the authorized account holder. Sponsor will have the final determination in the event of an ongoing dispute as to the identity of a potential winner. If a potential winner fails to comply with these Official Rules, then that potential winner will be disqualified. Prizes may not be awarded if an insufficient number of eligible entries are received.

- 6. Prize. The prize for winning the Contest will be a LinkedIn hoodie, t-shirt, pin, mustache on a stick and LinkedIn's top 5 marketing books worth a look ("Prize"). Terms and conditions may apply. Incidental expenses and all other costs and expenses which are not specifically listed as part of a Prize in these Official Rules, and which may be associated with the award, acceptance, receipt and use of all or any portion of the Prize are solely the responsibility of the winner. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER. The Prize is non-transferable. No substitution or cash equivalent of the Prize will be permitted.
- 7. Conditions of Participation. By submitting an entry for this Contest, you agree to abide by these Official Rules and any decision Sponsor makes regarding this Contest, which Sponsor shall make in its sole discretion. Sponsor and its officers, agents, and representatives are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting or these Official Rules, the selection and announcement of any winner, or the distribution of the Prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor. Sponsor reserves the right to terminate, suspend, or amend the Contest at any time and for any reason, without notice. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. Sponsor and its respective officers, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.
- Intellectual Property. Ownership of the pre-existing underlying intellectual property of the entrant remains the 8. property of the entrant subject to Sponsor's rights to reprint, display, reproduce, perform, use, and exhibit the entry and materials and information submitted, for the purpose of administering and promoting the Contest and for business, marketing and advertising purposes for the benefit of Sponsor. By participating in the Contest, each entrant grants to Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual, irrevocable, transferable license to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) the entry and materials and information submitted on and in connection with the Contest or use or receipt of the Prize for any and all purposes in any medium. Each entrant hereby warrants that any entry and other materials and information provided by entrant are original with entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations. If the entry or information or materials provided by entrant contain any material or elements that are not owned by entrant and/or which are subject to the rights of third parties, entrant represents he or she has obtained, prior to submission of the entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the entry and information and materials by Sponsor in the manner set forth in the Official Rules without additional compensation. Each entrant warrants that the entry and materials and information provided do not contain information considered by entrant, its employer, or any other third party to be confidential.
- 9. Disclaimer, Release and Limit of Liability. SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE CONTEST. BY ENTERING THE CONTEST OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (I) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST; (II) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (III) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST;

(IV) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES; OR (V) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. The release against death and personal injury does not apply to United Kingdom residents to the extent not allowed by UK law. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the Prize offered herein.

- 10. Privacy and Use of Contest Information. Sponsor collects personal information from you when you enter this Contest. Sponsor reserves the right to publicly announce winners in any and all media, and Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at <a href="http://www.linkedin.com/static?key=privacy">http://www.linkedin.com/static?key=privacy</a> policy&trk=hb ft priv.
- 11. Governing Law; Disputes. THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF SANTA CLARA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SANTA CLARA, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.
- 12. Contacting Sponsor. All questions regarding this Contest should be directed by email to <u>AskLMS@linkedin.com</u>.