

# WordCamp US 2023, Newfold Giveaway

## Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST ENTRY IS VOID IF NOT ALLOWED BY LAW IN YOUR HOME JURISDICTION. ENTRY IS BASED ON ELIGIBILITY AT TIME OF PRIZE DRAW.

### 1. Sponsor

Bluehost & Yoast 5335 Gate Pkwy, Jacksonville, FL 32256 (“Sponsor”)

### 2. Eligibility

WordCamp US 2023, Newfold Giveaway (the “Giveaway”) is open to legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years old at the time of entry. The Giveaway is void where prohibited. Proof of residency and age may be required. Employees of Sponsor and each of its respective parent companies, subsidiaries, and affiliates and each of their Immediate Family Members (as defined below) and Household Members (as defined below) are not eligible to enter or win. “Immediate Family Members” shall mean parents, stepparents, children, stepchildren, siblings, step siblings, or spouses, regardless of where they live. “Household Members” shall mean people who share the same residence at least three (3) months a year, whether related or not. To enter the Giveaway or receive a prize, you must fully comply with these Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of Sponsor, which shall be binding and final in all respects to this Giveaway. Sponsor may disqualify in its sole discretion, any entrant who is under a third party agreement which Sponsor deems as contradictory to the amateur nature of this Giveaway.

### 3. Timing

The Giveaway begins on August 25, 2023, at 8:30 A.M. GMT -5 (Eastern Standard Time) and ends on August 26, 2023 at 3:05 P.M. GMT -5, (“Giveaway Entry Period”). Sponsor is the official timekeeper for this Giveaway. The Giveaway is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

#### **4. How to Enter**

You can enter the Giveaway by collecting tickets. You are eligible to collect a ticket when a Bluehost or Yoast representative sees that you have a Bluehost and Yoast sticker visible. To receive a sticker, you must complete an activity at the Bluehost booth (booth #107).

There is no limit of entries, however ticket disbursement is at the sole discretion of representatives of Bluehost and/or Yoast and/or YITH. Any attempt by you to obtain more than the stated number of entries by using multiple/different identities, registrations and logins, or any other methods will be void and you and your entries will be disqualified. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, all of which will be ineligible to win a prize. In the event of a dispute as to any entrant, the authorized account holder of the ticket used to enter 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. Potential Winners of the prizes may be required to show proof of being the authorized account holder to be awarded the prize. All entries become the sole and exclusive property of the Sponsor and will not be returned or canceled.

#### **5. Additional Entry Requirements**

A. Must be a registered attendee for WordCamp US 2023, always displaying the provided name-badge.

B. Must be present to win at time of drawing, which will be at the Bluehost booth around 3:05 pm (GMT-5, Eastern Standard Time) on August 26th, 2023.

#### **6. Grant of Rights**

By entering the Giveaway, you grant to Sponsor the worldwide, irrevocable and unrestricted right and license to adapt, publish, use, edit, and/or modify your entry in any way and to post your response on the internet.

#### **7. Representations and Warranties**

Each person who enters this Giveaway represents and warrants as follows: (i) the entry content is wholly original to entrant; (ii) the entry does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (iii) the entry does not and will not violate any applicable laws and is not and will not be considered defamatory or libelous.

## **8. Winners Determination**

On August 26th, 2023, at the Bluehost WordCamp US booth, the sponsor will select three (3) potential winners in a random drawing through random selection via blind draw of tickets, of all valid entries received during the Giveaway Entry Period. The potential Giveaway winners must be present to win and will be validated on the spot and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential Giveaway winner will be notified on the day of the drawing. Failure by a potential Giveaway winner to claim that their ticket was pulled within ten to fifteen (10-15) seconds, will result in disqualification and Sponsor will select an alternate potential Giveaway winner in the same manner. Odds of winning a Giveaway prize depend on the number of eligible entries received.

9. POTENTIAL GIVEAWAY WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE POTENTIAL GIVEAWAY WINNERS AND OTHER MATTERS RELATED TO THE GIVEAWAY.

## **10. Verification of Potential Giveaway Winners**

Potential Giveaway winners must continue to comply with all terms and conditions of these Official Rules and will be required to complete and return (i) an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") and (ii) an IRS Form W-9 if applicable ("W-9") if the retail value is \$600 or greater by the date specified by the Sponsor, or an alternate potential Giveaway winner may be selected. In the event: (a) potential Giveaway winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential Giveaway winner notification of Affidavit is returned as undeliverable; (b) potential Giveaway winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with timing requirements to respond to the initial verification in the required time period, (d) potential Giveaway winner is found to be ineligible to

enter the Giveaway or receive the prize, (e) potential Giveaway winner cannot or does not comply with the Official Rules, or (f) potential Giveaway winner fails to fulfill the Affidavit-related obligations, the potential Giveaway winner shall be disqualified from the Giveaway and an alternate potential Giveaway winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Giveaway winner if any.

## **11. Prizes**

Three (3) potential winners will be awarded one (1) of the following prizes, each:

1. (1) iPad 10th generation (the "Prize"). The approximate retail value of the Prize is \$450 USD.
2. (1) Apple Watch, Series 8 (the "Prize). The approximate retail value of the Prize is \$400 USD."
3. (1) Apple AirPods, 3rd generation (the "Prize). The approximate retail value of the Prize is \$179 USD.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winners agree to accept the Prize "as is", and entrants hereby acknowledge that Sponsor has neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the Prize. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with Prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded, are the sole responsibility of the Winners. The Prize will be awarded only if the potential Prize winner fully complies with these Official Rules. Potential winners are responsible for providing Sponsor with a current address for the mailing of any applicable Prizes. Sponsor is not responsible for any lost or undeliverable mail that results from a third party or mail or parcel carrier and Prizes may not be reissued in such instance.

## **12. Entry Conditions and Release**

By submitting an entry or otherwise participating in this Giveaway you understand and hereby agree to: (i) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Giveaway; (ii) defend, indemnify, release and hold harmless the Sponsor, and its respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and/or property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to: (a) the Giveaway or any information provided by you in connection with the Giveaway, including but not limited to any Giveaway-related activity or element thereof, the receipt of marketing messages, participation or inability to participate in the Giveaway or in any parts thereof, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) any change in the Prize (or any components thereof) due to unavailability, or due to reasons beyond the Sponsor's control (d) any interruptions in or postponement, cancellation, or modification of the Giveaway, (e) human error, (f) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the entry information or any parts thereof), and/or (g) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, or any of their agents or employees. Winners acknowledge that all Prizes are awarded as-is without warranty of any kind.

### **13. Publicity**

Except where prohibited or restricted by law, winner's acceptance of a Prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city state and country of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winners regarding the Giveaway or Sponsor, worldwide and in-perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic,

cable, or the World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

#### **14. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, and directors shall not have any obligation or responsibility, including any responsibility to award the Prize to entrants, with regard to (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize, in Sponsor's sole discretion; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winners to accept the Prize for any reason; (f) if a Prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, pandemics, epidemics, disease, acts of government, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Giveaway or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Giveaway, or with any website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. No groups, clubs or organizations may participate in this Giveaway or reproduce or distribute any portion of these Official Rules or marketing to its members. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway, including the entire Giveaway, and/or modify the Giveaway and/or award the Prize from all eligible entries received as of the termination date.

## **15. Limitations of Liability**

The Released Parties are not responsible for: (a) 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 Giveaway; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Giveaway; (d) technical or human error in the administration of the Giveaway or the processing of registrations; or (e) 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 Giveaway or receipt or use or misuse of any Prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway. No more than the stated number of each Prize will be awarded.

## **16. Disputes**

As a condition of participation in this Giveaway, participant agrees that any and all disputes which cannot be resolved individually, without resort to any form of class action, between the parties, claims and causes of action arising out of or connected with this Giveaway, or any Prizes awarded, or the determination of winners shall be resolved individually, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then in effect. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorney's fees or other such related costs of pursuing a claim. The Giveaway is governed by, and construed in accordance with, the laws of the State of Florida

## **17. Entrant's Personal Information**

Information collected from entrants is subject to Sponsor's Privacy Notice located at <https://newfold.com/privacy-center> and Third Party's Privacy Notice located at <https://automattic.com/privacy/>.

## **18. Giveaway Results**

For Giveaway results, send a written request to WordCamp US, Newfold Giveaway % 5335 Gate Pkwy, Jacksonville, FL 32256. Requests for the Winner's

List must be received within sixty (60) days after the end of the Giveaway Entry Period.

*The Giveaway is in no way sponsored, endorsed or administered by, or associated with, WordCamp US, WordPress, or Apple.*