

## ISV Summer Block Party Official Rules

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

The ISV Summer Block Party (the "Event") is sponsored by Rockton Software. ("Sponsor"), 2801 N 111th St. Erie, CO 80516.

**PRIZE:** The Giveaway will be a drawing to award winner one BLUU Cooler. Prize award requires compliance with the terms and conditions contained in these Official Rules.

**ELIGIBILITY:** The Giveaway is open only to legal residents of the 50 United States and District of Columbia who are 18 years of age or older, or the age of majority in their state of residence, whichever is older, at the time of entry, as confirmed by a valid government-issued photo identification. Employees of Sponsor are not eligible.

**GIVEAWAY PERIOD:** Entries for the Giveaway may only be submitted prior to August 11, 2022, at 11:00 a.m. MST (the "Promotion Period").

**HOW TO ENTER:** No purchase is necessary to enter or win the Giveaway. To enter, register for the event at <https://explore.rocktonsoftware.com/blockparty>. Fill out all applicable information fields on the registration page including your first name, last name, email address, and company.

**DISCLAIMER:** Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation, theft, destruction, or alteration of, or unauthorized access to, entries. If for any reason this Giveaway is not capable of running as planned due to any causes beyond the control of Sponsor, including without limitation any circumstances that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Sponsor reserves the right at its sole discretion, to terminate, modify or suspend the Giveaway.

**SELECTION OF WINNER:** One winner for each prize will be selected on August 11, 2022, from all eligible registered entrants in a random drawing from valid entries received for each prize. Odds of winning depend upon the number of valid entries received for each prize.

The winner will be notified via email and phone at time of the prize drawing. If the winner does not claim the prize at the notification, the winner will forfeit the prize and a new drawing will be conducted with an alternate winner selected. This process will continue until a winner claims the prize.

By accepting the prize, the winner agrees that Sponsor, its affiliates, distributors, partners, consultants, agents, and all of their respective officers, directors, employees, representatives and agents will have no liability for, and the winner shall hold all such parties harmless against damage, loss or injury that may arise in whole or in part, directly or indirectly, from, the winner's acceptance, possession, use or misuse of prizes, participating in any prize-related activity, or participation in the Giveaway. All entrants have an equal chance of winning regardless of method of entry.

The winner agrees to provide to Sponsor any required tax form, including Form W-9, or other information reasonably requested by Avalara relating to the award of the prize. Sponsor will furnish to the Internal Revenue Service any required tax reporting forms relating to the award of the prize, including Form 1099-MISC.

**PRIZE RESTRICTIONS:** Winner is solely responsible for all taxes, fees, and insurance expenses, if any. No prize substitution, cash substitution, assignment or transfer of the prize is permitted, except that Sponsor may substitute a prize of equal or greater value in the event it deems necessary. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, expressed or implied, except as provided by the supplier. The winner will look solely to the supplier of the prize for any supplier warranties that might accompany the prize.

**VIOLATIONS OF RULES:** Sponsor reserves the right, at its sole discretion, to disqualify any individual it reasonably suspects or believes to be tampering with the entry process or the award mechanism by any other means or to be acting in violation of these rules. Any person attempting to defraud or tamper with Giveaway in any way will be ineligible for prizes and may be prosecuted to the full extent of the law.

**LIMITATION ON LIABILITY:** EACH ENTRANT AGREES THAT SPONSOR AND ITS AFFILIATES, DISTRIBUTORS, PARTNERS, CONSULTANTS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE OF ANY KIND RESULTING FROM THIS GIVEAWAY OR ENTRANT'S PARTICIPATION IN THIS GIVEAWAY, THE ACCEPTANCE, POSSESSION OR USE OF THE PRIZE OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY. EACH ENTRANT FURTHER AGREES THAT SPONSOR AND ITS AFFILIATES, DISTRIBUTORS, PARTNERS, CONSULTANTS, AGENTS, AND EMPLOYEES ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL OR OTHER ERRORS IN THE OFFER OR ADMINISTRATION OF THIS GIVEAWAY, INCLUDING BUT NOT LIMITED TO ERRORS IN THE OFFICIAL RULES, THE SELECTION AND ANNOUNCEMENT OF THE WINNER, OR THE DISTRIBUTION OF THE PRIZE. SPONSOR RESERVES THE RIGHT TO MODIFY THESE RULES FOR CLARIFICATION PURPOSES WITHOUT MATERIALLY AFFECTING THE TERMS AND CONDITIONS OF THE GIVEAWAY WITHOUT ENTRANT NOTIFICATION.

**DISPUTES/CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts situated in Seattle, Washington; 2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits, may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. The laws of the State of Washington, without reference to Washington's choice of law rules, governs the Giveaway and all aspects related thereto.

**CONSENT TO USE OF INFORMATION:** Each entrant specifically acknowledges and agrees that Sponsor and its affiliates, distributors, partners, consultants, agents, advertising and promotional agencies, and suppliers may use information obtained from the entrant, including but not limited to, to contact them and/or to offer their products or services or for other promotional purposes. If an entrant would like to have their name removed from future mailings by Sponsor, they may unsubscribe at the Sponsor web site or notify Sponsor at the following address: legal@avalara.com, except that this shall not apply to notification of the winner. By submitting an entry, each entrant consents to the use of his or her name, likeness, biographical information, photograph, video (including the use and appearance of entrant's photograph and video on the web site of Sponsor, and its affiliates and partners), and voice in this and future promotions and publicity without further compensation, except where prohibited by law.

**MISCELLANEOUS:** The Giveaway is subject to all applicable federal, state, provincial, and local laws. Void where prohibited. Sponsor shall be entitled to interpret these rules as needed, including but not limited to rules regarding entries, selection of winner, deadlines, restrictions on the prize, and eligibility, and all of its decisions are final. Giveaway entrants agree to be bound by all interpretations of the rules by Sponsor and all decisions of Sponsor in connection with the Giveaway.