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Contentsquare Peloton 2021 Giveaway

OFFICIAL RULES

- 1. Agreement.** These rules shall govern the Contentsquare Peloton 2021 Giveaway (the “Promotion”) conducted by Content Square, Inc., (“Contentsquare”) with its principal place of business at 53 Beach St, 6th Fl., New York, NY 10013. No purchase is necessary to enter or win the Promotion. The act of entering the Promotion constitutes acceptance of the Promotion official rules (the “Official Rules”) and the decision of the ultimate winner (the “Winner”), at the sole discretion of Contentsquare, shall be final and binding to all registrants. Contentsquare reserves the right to cancel or modify the Promotion and the Official Rules at any time without notice.
- 2. Eligibility.** The Promotion is open to all registrants who are legal residents of the United States and 18 years of age or older as of the date of registration to Contentsquare’s CX Circle Event (the “Event”) scheduled to take place on October 28, 2021. Employees and immediate family members (spouses, parents, siblings and children) of employees of Contentsquare and its respective parent, subsidiaries, affiliates, directors, partners, officers, employees, and agents are not eligible to enter. The Promotion is void where prohibited by law, rule, or regulation and subject to all applicable federal, state, and local laws and regulations. Upon registration and attendance to the Event, one (1) ballot will be provided to each registrant. Additional entry ballot(s) to increase the chances of winning shall be provided to the registrant (the “Referrer”) with each new referral who also registers for and attends the Event (the “Referee”); not to exceed three (3) referrals per registrant. The Referrer must be listed on the Referee’s registration form to be considered a valid referral. Winning the Prize is contingent upon fulfilling the eligibility requirements set forth above and below.
- 3. Prize Description, Restrictions and Release.** One (1) Winner shall receive a Peloton exercise bike, with an approximate retail value of USD \$2,000 (delivery included) (the “Prize”). The odds of winning will depend on the number of eligible entry ballots received. Winner may not sell, assign, transfer or substitute the Prize (or any portion of the Prize) or redeem the Prize (or any portion of the Prize) for cash value. The Winner may be required to set up accounts with third parties, such as Peloton, in order to use the Prize products. The Winner will be responsible for any federal, state and local taxes associated with the Prize and for any expenses associated with the Prize. The Winner may be required to sign, at the request of and in the sole discretion of Contentsquare, an Affidavit of Eligibility/Liability Release via email and a 1099 tax form (preceded by a W9 Form), in order to claim the Prize. Contentsquare reserves the right to substitute the Prize with any prize of greater or equal value. Contentsquare shall not be responsible for late, lost, stolen, damaged, delayed, or undelivered Prize.
- 4. Selection of Winner and Notification.** Contentsquare shall hold a proposed winner drawing within three (3) days of the conclusion of the Event. A total of one (1) Winner will be randomly selected among the qualified entry ballots. The Winner shall be notified by the email contact information provided upon registration to the Event. All requested forms must be completed, signed, and returned to Contentsquare, along with a copy of a valid driver’s license, within seven (7) days of the date of notification. A potential winner becomes the Winner only after verification of eligibility, confirmation and final approval by Contentsquare. If such potential winner: (i) cannot be contacted within a reasonable time period or notification is returned undelivered, (ii) is ineligible, or (iii) otherwise fails to fully comply with these Official Rules, they will forfeit the Prize and an alternate winner will be selected from among all remaining valid entry ballots.
- 5. Publicity.** The Winner hereby expressly grants to Contentsquare and their respective designees all rights to use and publish his or her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion (“Advertising”), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Contentsquare and/or its licensors, and the Winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Contentsquare and/or its licensors, and the Winner hereby waives



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- any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort, privacy, or any other theory of law.
6. **Privacy and Opt-Out.** Contentsquare may use registrants personal contact information to administer this Promotion, including contacting, announcing and promoting the Winner. In addition, Contentsquare may use this information to send registrants offers to attend upcoming events and/or information about Contentsquare's services and/or products ("Marketing Offers"). If registrants do not wish to receive Marketing Offers, they may opt-out at any time by: following the instructions at the bottom of any email Marketing Offer received to unsubscribe or e-mailing contact @contentsquare.com and requesting that their personal information not be used for Marketing Offers. Your information will never be sold to anyone. All personal information collected from each registrant in the course of the Promotion will be processed and maintained in accordance with Contentsquare's Privacy Policy, which may be found at the following URL: <https://contentsquare.com/privacy-center/privacy-policy/>.
 7. **Limitation of Liability and Waiver.** Contentsquare shall not be responsible for entry ballots or referral forms that are incomplete, improperly submitted, stolen, misdirected, lost, late or damaged. All entry ballots become the property of Contentsquare and will not be acknowledged nor returned. By entering, each registrants agrees to hold harmless and indemnify Contentsquare and its respective partners, parent, subsidiaries, affiliates, directors, officers, employees, and agents (the "Released Parties") from any and all liability, damages, claims and causes of action (however named or described) with respect to or arising out of (a) registrant's participation in this Promotion, (b) registrant's entry, referral, or any registration material on any related website, (c) any typographical or other errors in these Official Rules, or (d) the receipt, participation in, or use of the Prize (or any portion of the Prize) or any replacement prize that may be awarded herein. IF THE ULTIMATE WINNER OF THE PRIZE IS A CALIFORNIA RESIDENT, WINNER WAIVES ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Winner expressly waives and releases any right or benefit which they have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that they may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, the winner acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the matters released herein; nevertheless, it is the Winner's intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between the winner and the Released Parties. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.
 8. **Disputes.** This Promotion shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. Each registrant hereby waives any and all objections to jurisdiction and venue in those courts and shall submit to the jurisdiction of those courts. Each registrant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Promotion shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in New York, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible, and shall be a resident of New York, New York. If the parties fail to reach an agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party's notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected. Under no circumstances will registrant be permitted to obtain any punitive, incidental, special, consequential or other damages, including without limitation lost profits



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(collectively, “Special Damages”) to the registrant; and registrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

9. **Force Majeure.** In the event that Contentsquare is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, pandemic, fire, epidemic, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of Contentsquare.
10. **Additional Disclosures.** The prize is awarded “as is” with no guarantee. All warranties, whether express or implied, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed by Contentsquare. All prize details are at Contentsquare’s sole discretion. Any costs and expenses associated with prize acceptance and use not specified herein as being provided is the winner’s sole responsibility. The Promotion is in no way sponsored, endorsed or administered by, or associated with Peloton. Registrants shall release Peloton from any claims, responsibility or liability relating to their participation in this Promotion.