

# THE OPTIVERSE COMMUNITY "MOST SURPRISING TEST RESULT" CONTEST

## OFFICIAL RULES

These are the official rules that govern how **the Optiverse Community "Most Surprising Test Result" Contest** promotion will operate. This promotion will be simply referred to as the "Contest" throughout the rest of these rules.

In these rules, "we" "our" and "us" refer to **Optimizely**. "You," "yourself," "I," "me," and "my" refers to an eligible Contest entrant.

### 1. CONTEST DESCRIPTION:

For purpose of this Contest, a single result description that you post in the Contest will be called an "entry." Entry eligibility will be determined using the criteria in Paragraph 4. All eligible entries received will be judged using the criteria in Paragraph 7, and one person will receive the prize described below.

### 2. What are the start and end dates?

This Contest starts at 12:01 AM Pacific Time on **July 21, 2014** and ends at 11:59 Pacific Time PT **August 3, 2014**. This will be referred to as the Entry Period throughout the rest of these rules. Entries must be received within the Entry Period to be eligible. Any received outside of those dates will be disqualified.

### 3. Can You enter?

You are eligible to enter this Contest if you meet the following requirements:

- **You are NOT** an employee of **Optimizely**; **and**
- **You are NOT** involved in any part of the administration and execution of this Contest; **and**
- **You are NOT** an immediate family (parent, sibling, spouse, child) or household member of an **Optimizely** employee. If you are a minor, you should ask your parent's or legal guardian's permission prior to submitting an entry in this Contest.

### 4. What constitutes an eligible entry?

To be eligible for judging an entry must meet the following content requirements:

- your entry must be your own original work; and
- your entry must not otherwise violate the rights of any other person or company by using their trademarks, music, logos, names or images without their express written consent.

### 5. How will my entry be potentially used?

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you (or, if you are a minor, your parent or legal guardian):

- are granting us an irrevocable, royalty-free, worldwide right and license to:  
(i) use, review, assess, test and otherwise analyze your entry and all its content in connection with this Contest; and (ii) feature your entry and all its

content in connection with the promotion of this Contest in all media (now known or later developed);

- are granting us the right to use your photo in the Optiverse Community, and on slideware for customers/prospects;
- agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
- understand and acknowledge that we may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry;
- understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By entering this Contest, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;
- understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules. Please note that following the end of this Contest your entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your entry by visitors to this website. While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry. If you (or, if you are a minor, your parent or legal guardian) do not want to grant us these rights to your entry, please do not enter this Contest.

## **6. How do you submit your entry?**

- Post a results summary on the "Testing Successes and Ideas" board within Optiverse. The piece of advice must include the following: your hypothesis, a description of the test, images of the variations, and the results of the test.

We will only accept 1 entry per person and e-mail address. In other words, two people may not enter using the same email address – you each must enter using a unique email address. We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason.

We will automatically disqualify:

- (1) Any incomplete or illegible entry; **and**
- (2) Any entries that we receive from you that are in excess of the entry limit described above.

## **7. What is/are the prize(s)?**

**The winner will receive:**

**One (1) Apple TV – Retail Value of \$99**

The total Estimated Retail Value (ERV) of all prizes: **\$99**

If for any reason the advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value. We will only

award one (1) prize to one person. If you are selected as a potential winner of this Contest:

(1) You may not exchange your prize for cash or any other merchandise or services;

(2) You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner.

(3) If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.

### **8. How will you know if you're a winner?**

Entries will be counted the week of August 4, 2014 and 1 winner will be chosen at random. If you are a potential winner, we will notify you by sending a message to the e-mail address, the phone number, or mailing address (if any) listed on your entry within seven (7) days following the selection. We will also post the winner in the Optiverse Community within seven (7) days following the selection. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate selected winner. If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Contest, or the person residing at the mailing address listed on your mail-in entry. If you are a potential winner, we may require you to sign an affidavit of eligibility, liability/publicity release and W-9 form. If you do not sign and return these required forms within the time period listed on the winner notification message, we may disqualify you and select an alternate randomly selected winner.

### **9. What other conditions are you are agreeing to by entering this Contest?**

By entering this Contest you (your parent or legal guardian if you are a minor) agree and/or understand that:

(1.) To abide by these Official Rules;

(2.) To the extent allowed by law, to release and hold harmless Optimizely, their respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest or any prize won;

(3.) That Optimizely decisions will be final and binding on all matters related to this Contest; and

(4.) That Optimizely may use your proper name and state of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law.

(5.) This Contest will be governed by the laws of the State of **California** and you consent to the exclusive jurisdiction and venue of **California** courts (state and federal) for any disputes arising out of this Contest.

### **10. What if something unexpected happens and the Contest can't run as planned?**

If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also

referred to as force majeure) affects the fairness and / or integrity of this Contest, we reserve the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Contest.

Computer "hacking" is a crime. If you attempt to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Contest, so please play fairly.

#### **11. How can you find out who won?**

We will post the name of the confirmed winner in the Optiverse Community at **community.optimizely.com** during the week of August 4, 2014.