

THE EMPOWER QUICK BASE APP-A-THON
(A Skill-Based Contest)

Official Rules

THE CONTEST IS HELD EXCLUSIVELY AT THE EMPOWER QUICK BASE USER CONFERENCE.
NO ADDITIONAL PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN

1. **YOU MUST BE AGED 18 OR OLDER, AMONG THE FIRST 100 PAID REGISTERED EMPOWER EVENT ATTENDEES TO ENROLL ONLINE FOR THE APP-A-THON ACTIVITY, AND PRESENT AT THE APP-A-THON TO BE ELIGIBLE FOR A PRIZE IN THE CONTEST. VOID WHERE PROHIBITED. EMPOWER EVENT REGISTRATION EXCLUDES TRAVEL.**
2. **CONTEST SPONSOR.** The *EMPOWER Quick Base User Conference* (“EMPOWER”) and its *App-A-Thon* contest (“Contest”) is sponsored by QuickBase, Inc., 150 Cambridge Park Drive, Cambridge, Massachusetts, USA 02140, and its affiliates and subsidiaries (collectively, “Sponsor” or “Quick Base”).
3. **ELIGIBLE PARTICIPANTS.** Eligibility for the Contest is open only to the first 100 individuals who meet all the requirements recited in §1 (each a “Participant,” “you,” “your”) who have acknowledged agreement to these (“Official Rules”), and who are not employees or independent contractors, officers, or directors of Sponsor, or any of its agents, representatives, advertising, promotion, publicity, fulfillment agencies, legal advisors, successors, and assigns, or any other company or person involved with the production, design, execution, administration, or distribution of the EMPOWER event or the Contest (collectively, the “Released Parties”), nor anyone who lives with, or is an immediate family member (i.e., parent, sibling, child, or any of their respective marital relations, regardless of where they reside) of any one of the Released Parties. The Contest is subject to all applicable federal, state, provincial, and local laws and regulations and is void where prohibited or restricted by law. Participation in the Contest or receipt of any prize constitutes each Participant’s full and unconditional acceptance and agreement to be bound by these Official Rules and the Guidelines & FAQs listed online at <http://quickbase.com/>.
4. **HOW TO ENTER.** Only EMPOWER event attendees among the first 100 registrants who enrolled online during the Pre-Registration Phase, provide an email address and other required information, and who have been assigned by Sponsor to a team (“Team”) of not more than 4 Participants (each such Participant including you, a Team “Contributor”) may enter.

To enter, follow the Guidelines & FAQs listed on the Quick Base online website at <http://quickbase.com/> (together with the Quick Base Exchange Marketplace, the “Site”) to create, demo, and submit a complete, functioning software application from scratch that interoperates on and with the Quick Base platform and that meets all the requirements set forth in §6 below (collectively, the “App”) during the Entry Phase.

All elements submitted in connection with the Contest, including your email address provided during the Pre-Registration Phase, together with your App demonstration, and the creation of your App in the Contest realm collectively comprise your Team’s eligible “Entry” (in the plural, all such Teams’ eligible “Entries”).

5. **APP REQUIREMENTS.** To be eligible for prizes, your App must:
 - (a) Reflect your originally conceived idea (or that of your Contributors) and comprise only programmable software code and content (including any code specifications or technical information, algorithms, designs, music, audio, visual or illustrative content, including logos, images, graphics, art, or other content, information, or other materials) that you or your Contributors own or have the proper right to use.
 - (b) Not contain any incomplete, corrupt, damaged, malicious, or backdoor code.

- (c) Be designed to perform at least 1 discrete software function or process.
 - (d) Be composed of fresh or brand new code created or developed by your Team during the EMPOWER event.
 - (e) Not contain or perform any illegal, obscene, explicit, or otherwise offensive activity or unlawful content (including content that violates any third party's rights) and be suitable for publication, in each case as determined in Sponsor's sole discretion.
6. **ENTRY LIMITS, CONDITIONS, AND RESTRICTIONS.** You (your Team) may submit only 1 Entry during the Entry Phase. Completed Entries must be entered and received in person at the EMPOWER event during the Entry Phase to be eligible for prizes. No other methods of Entry will be accepted. Entries may not be acknowledged and Sponsor cannot guarantee that all persons attempting to register or enter the Contest will be able to participate.

Each Entry must correspond to a single email address (of at least 1 designated Team Contributor contact) and that email address must match the email address provided by that Participant during the Pre-Registration Phase. Participants (including each Team Contributor) may not use multiple email addresses in an attempt to subvert the entry process or to submit or complete more Entries or Pre-Registration App-A-Thon enrollments than are allowed from a single primary Participant. Use of a false email account will disqualify a Participant and may disqualify his or her Team. If there is a dispute regarding any Entry, or the identity of a Team Contributor, the Entry at issue will be deemed by Sponsor to have been made by the natural person and authorized account holder assigned by an Internet access provider to the email address provided by the Participant who is the designated Team Contributor contact associated with the Entry, and that person must comply with these Official Rules. Participants may be required to show proof of being the authorized email account holder.

By submitting an App for Entry in the Contest, each Participant (and each Team Contributor) on behalf of him or herself warrants and represents (with respect to all his or her respective creative and other content and contributions made to the App), that (i) he or she owns or has the legal right or necessary permissions to do so and to grant the rights granted to Sponsor in these Official Rules, and that (ii) the App conforms to the App requirements outlined in §6 and to these Official Rules.

By participating in the Contest, each Participant (and each Team Contributor) on behalf of him or herself accepts and agrees that Sponsor, in its sole discretion, may disqualify the Participant, his or her Team or any Contributor, and corresponding App and Entry if Sponsor suspects or determines the App or Entry does not meet the App requirements, or if the Participant (or any of his or her Team Contributors) attempts to subvert, circumvent, or tamper with the entry process or the lawful operation of the Contest or the Quick Base Online Platform, or acts in an unsportsmanlike or disruptive manner or in a manner otherwise in violation of the spirit or letter of these Official Rules as determined by Sponsor in its sole discretion.

7. **TEAM COMPOSITION AND COOPERATION.** Any Participant may form or join a Team of his or her choosing, or may opt to have Sponsor assign him or her to a Team. Teams must be composed of a maximum of 4 total Team Contributors who are each 18 years of age or older. All Teams (including each and all Team Contributors) are solely responsible for their own teamwork. Neither Sponsor nor its agents will officiate any disputes between or among Teams or Contributors (including disputes regarding conduct, cooperation, contributions, intellectual property ownership, or prize distribution or sharing).
8. **CREATING AN ACCOUNT AND INTEGRATING WITH THE QUICK BASE ONLINE PLATFORM.** To be considered for prizes Apps must leverage the Quick Base Online Platform. To do so Participants will need a Quick Base online account and may use the available Quick Base Online Platform resources and developer tools. If a Participant does not already have an online account, one may be created for free by visiting the Quick Base Online Platform, clicking the *Sign In* button, and then the link to *Create an log-in* by providing his or her name email address, password and other required information, and agreeing to the Site [Terms of Service](#).
9. **ODDS OF WINNING; WINNER NOTIFICATION; TOTAL PRIZES AND DISTRIBUTION**

- (a) Odds of winning. This is a skill-based Contest and chance plays no part in determining the winners. The odds of winning a prize will depend on the number and quality of eligible Entries received, and the relative skill of each Participant and his or her Team Contributors.
- (b) Winner notification. After conclusion of the Community Judging Phase, potential winners will be notified onsite or by an email.
- (c) Total potential prizes and distribution. The winning Team will receive \$5,000.00 US Dollars (USD) in total, distributed in the form of either a single check (or equivalent substitute) in the amount of \$5,000.00 USD, or separate checks in an equal amount (for distribution among each Team Contributor), not to exceed an aggregate total of \$5,000.00 USD. All prizes will be delivered by Sponsor to the Team Contributors. Total aggregate value of all potential prizes: up to \$10,000.00 USD.

Prizes and courtesy gifts may be delivered only to the Team Contributors identified at the time of Entry or primary point of contact otherwise known or provided to Sponsor (in the case of the non-profit or customer use case submitter). Even if a prize or courtesy gift notification is received, a Team, non-profit or customer use case submitter is only a *potential* winner or gift recipient unless and until such time as their eligibility and/or the potential winning Entry has been verified and that person notified by Sponsor that verification is complete. Potential winners and courtesy gift recipients must continue to comply with these Official Rules. To be eligible for receipt of courtesy gifts, the non-profit may be required to be (and demonstrate proof it is) a lawful US tax exempt charitable organization under U.S. Internal Revenue Code 501(c)(3). Potential winners (including each Team Contributor) and courtesy gift recipients must respond to Sponsor's attempted prize or gift notification and may be required to complete and return a IRS W-9 form, Declaration of Eligibility and, except if the Contributor is a resident of Tennessee or otherwise where prohibited by law, Liability/Publicity Release, or other documents in the form provided by Sponsor within 3 days after attempted notification in order to claim a prize or courtesy gift. If a potential winner or courtesy gift recipient is 18 years of age as required, but deemed a minor in his or her jurisdiction, then the prize or gift at issue may be distributed in the name of the minor's parent or legal guardian, who will be responsible for signing any necessary documents.

If the potential recipients of any courtesy gift cannot be contacted, are contacted and do not respond in a timely manner with all required information, or for any reason fail to claim the applicable prize or courtesy gift as directed within the time allotted following attempted notification, refuses or are ineligible to accept the prize or courtesy gift, or are otherwise not in compliance with these Official Rules, then the prize or courtesy gift at issue may be forfeited, and Sponsor in its sole discretion may distribute (or not distribute) the prize or courtesy gift at issue to the next highest scored alternate finalist entry, or alternate non-profit charity or customer use case submitter of Sponsor's choosing.

Prizes and courtesy gifts are non-transferable and non-divisible except at Sponsor's discretion, unless otherwise indicated, all prize details, including type, color, size, etc. are at Sponsor's sole discretion. ALL PRIZES AND COURTESY GIFTS ARE PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. No cash alternative to prizes or courtesy gifts is available and Sponsor reserves the right to substitute a prize or courtesy gift (or portion thereof) with one of approximately equal or greater value. **Winners and courtesy gift recipients are solely responsible for making any required declarations and for payment of all applicable government, federal, state, and local taxes, duties, costs, and expenses associated with prize or courtesy gift receipt, acceptance, and use.** Prizes and courtesy gifts may be considered taxable income and subject to federal, state, and local taxes. If the value of prizes distributed to any 1 (US) Participant in a calendar year reaches or exceeds \$600, a 1099 form may be generated by Sponsor and mailed to the Participant and reported to the IRS or other applicable government authority, for tax purposes. Use of any prizes or courtesy gifts such as gift cards, software, online services, or subscription products is subject any terms or conditions that may accompany or govern their use as issued by the particular card, service, or product provider or merchant. Only the advertised number of prizes and those claimed in accordance with these Official Rules will be distributed. Winners may be required to provide a shipping address and proof of residency to claim a prize. Sponsor will determine and arrange the mode of delivery of prizes in its sole discretion. Allow 4-6 weeks for delivery.

10. EMPOWER EVENT RECORDINGS; LICENSE GRANTED BY PARTICIPANTS AND CONTRIBUTORS

- (a) Recordings. By attending the EMPOWER event, you agree (without attribution or compensation of any kind to you) to have your name, voice, statements, likeness, and other indicia of your personal identity (collectively, your “Persona”) captured in photographs, audio, or video recordings (collectively, “Recordings”) taken by Sponsor or its agents during the EMPOWER event and you understand that these Recordings, including any material developed by or for Sponsor based on or derived from the Recordings, may be used, adapted, edited, displayed, broadcasted, and distributed by Sponsor over the Internet or other existing or future medium, alone or accompanied by other material, for commercial purposes or purposes of trade, promotion, publicity, advertising, or any other purpose determined by Sponsor in its sole discretion.
- (b) Licenses granted to Sponsor by Participant and Contributors. Each Participant retains 100% ownership of all his or her respective rights in and to the App submitted for Entry, however, by submitting an App and Entry each Participant (including each Team Contributor) hereby (i) grants to Sponsor and its agents, a worldwide, royalty-free, transferable right and fully-paid up, fully-sublicensable, unconditional license to use, publicly perform and publicly display, in whole or in part, the Entry (including distributing the App if it is submitted and accepted for publication on the online Quick Base Exchange Marketplace), together with or without all or any element of the Participant’s Persona that is submitted with the Entry, except as prohibited by law), in any manner, media format or existing or future medium in and in connection with Contest administration, or promotion, publicity, and advertising for the Contest, Quick Base software, service, or online platform, or other Sponsor products and services and through any media channels, including the Site, or other Sponsor-owned or controlled websites, social media channels and public viewing galleries (collectively, “**Sponsor Channels**”), without any further attribution, notification, or compensation to Participant, his or her successors, assigns, or any other person or entity; and (ii) grants to users of the Sponsor Channels a worldwide, royalty-free, license to access, distribute and display Participant’s Entry through the Sponsor Channels and to rate, review, comment on, tag, and share the Entry using commercially available means.

To the extent permitted by law, by participating in the Contest and by submitting an Entry each Participant (including each Team Contributor) unconditionally and irrevocably waives any and all moral rights to which Participant may be entitled under applicable law, and releases the Released Parties (defined in §3) from any and all claims Participant, and anyone by or through him or her, may have now or in the future in any jurisdiction based on “moral rights” with respect to Sponsor’s exploitation of Participant’s Entry as permitted by these Official Rules, without further notification, attribution, or compensation to Participant. If this waiver of moral rights is unenforceable or invalid, and to avoid any doubt, each Participant acknowledges and agrees that Sponsor, including its customers and Site users and customers, is authorized to exercise all moral rights to your Entry. Participation in the Contest creates no obligation (express or implied) on the part of Sponsor to use, commercialize, or otherwise exploit any Entry and Participant (and any associated Contributors) shall not be entitled to any damages or other relief by reason of Sponsor’s use or non-use of his/her Entry.

11. **SPONSOR’S RIGHT TO CANCEL, TERMINATE, OR MODIFY THE CONTEST.** Sponsor reserves the right to cancel, terminate, or modify the Contest, or any portion, if in Sponsor’s opinion the Contest has been compromised, corrupted, or cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions beyond Sponsor’s reasonable control, including without limitation, an insufficient volume of participation or eligible Entries, and to select potential winner(s) from among eligible, non-suspect Entries received on or before the termination date. Sponsor’s failure to enforce any provision of these Official Rules does not constitute a waiver of that or any other provision.
12. **LIMITATION OF LIABILITY AND RELEASE OF CLAIMS.** The Released Parties do not guarantee the processing or posting of any Entry, vote, or the functioning of the Quick Base Online Platform, Site, related websites, or Contest Registration page or process. The Released Parties are not in any way responsible or liable for any act, omission, or breach of contract or warranty by Participants, or any infringement or violation of any right of publicity, privacy, intellectual property or proprietary rights, or for any loss (including loss of opportunity) or other claim arising from or in relation to the Contest or any Entry submitted, or for the authorized or unauthorized actions of Participants or other third parties. The Released Parties are not responsible for events requiring a cancellation or postponement of the Contest, for Entries that are

incomplete, illegible, lost, intercepted, misdirected, undelivered, or not otherwise sent or received by the intended recipient or by Sponsor, or for hardware or software malfunctions, delayed, unavailable, or failed network connections or communications, or other errors or impediments of any kind, whether technical or non-technical in nature, relating to the Contest, its administration, the processing of Entries, or the announcement of winners.

By participating in the Contest each Participant (and each associated Contributor) agrees, to the maximum extent allowable under applicable law, to release and hold the Released Parties harmless from and against any and all liability whatsoever for any injuries, losses, or damages of any kind arising from, or in any way connected with, participation in the Contest, any Contest-related activity, or any Entry submitted, or the shipping and handling, receipt, possession, loss, use or misuse of any prize distributed. The limitation of liability in this section does not apply to claims for personal injury or death caused by Sponsor's or its agents' negligence, or to liability of Sponsor and its agents for willful misconduct or gross negligence, or any other liabilities that may not be excluded by law. Participants agree that Sponsor's only obligation is to accept eligible Entries and submit them to the judges (and ultimately to distribute prizes) according to the procedures and criteria set forth in these Official Rules, that these obligations are fair and adequate consideration for any Entry submitted, and Participant (and each associated Contributor) is not entitled to and will not seek any further compensation.

13. **NOT A CONTRACT OR OFFER OF EMPLOYMENT.** This is a Contest for prizes only and **NOT A CONTRACT OR OFFER OF EMPLOYMENT**. Under no circumstances will participation in the Contest, the submission of an Entry, distribution of a prize, or anything in these Official Rules be construed as a contract or offer of employment with the Sponsor. Each Participant acknowledges and agrees that no confidential, fiduciary, agency, or other special relationship or implied-in-fact contract now exists between Participant and Sponsor, and no such relationship is established by Participant's decision to submit an Entry in the Contest. Participants have no authority to make any representations, warranties, or other commitments to any third party on behalf of Sponsor or any products or services provided by Sponsor, nor any right or authority whatsoever to bind Sponsor.
14. **GOVERNING LAW, VENUE, AND DISPUTES.** The Contest is governed by the laws of the Massachusetts, U.S., without regard to choice of law or conflicts of laws or principles (whether of the State of California or any other jurisdiction), and all claims must be resolved exclusively in the state and federal courts in Boston, Massachusetts.
15. **PERSONAL INFORMATION:** Information collected from Participants is subject to the Quick Base Privacy Statement accessible at <http://quickbase.com/privacy>. By entering, each Participant (and his/her associated Contributors) consents to the collection, use, and disclosure of personal information as described in Sponsor's Privacy Policy and in these Official Rules.

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