

## The UI for Xamarin License Giveaway @ Build 2017 Official Rules

NO PURCHASE NECESSARY TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY.** The Progress Software Corporation ("Progress") UI for Xamarin License Giveaway @ Build 2017 (the "Contest") is a contest offered solely to those attendees of the Build 2017 Conference ("Conference"), who are eighteen (18) years of age or older and the age of legal majority in his or her state or jurisdiction of primary residence at the time of entry ("Participant"). The Contest is void in Rhode Island and where prohibited or restricted by law. The Contest is subject to all applicable federal, state, provincial and local laws. Employees of Progress, and any of their related companies, subsidiaries, affiliates and agents and any agencies or other companies involved in the development or execution of the Conference or Contest or production or distribution of Conference or Contest materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each employee are not eligible. Participants must NOT be under any contractual or other legal obligation that would conflict with this Contest or these Official Rules.
2. **TIMING.** The Contest begins at 8:00 am EST on May 3, 2017 and ends at 5:00 pm EST on May 12, 2017 (the "Contest Period"). All Entries (defined below) must be received by 5:00 pm EST on May 12, 2017. Progress is the official time-keeper for the Contest.
3. **HOW TO ENTER.** To enter the Contest, Participants must publish posts and/or photos in response to the questions "Why do you want UI for Xamarin?" with the hashtag #TelerikUIforXamarin, on the Participant's Twitter page ("Entry"). No more than one (1) Entry on Twitter per Participant during the Contest Period will be considered. Any Entries over this maximum during the Contest Period will not be considered. The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter. Each Participant hereby releases Twitter of any and all liability of any kind.
4. **CONDITIONS OF ENTRY.** Any incomplete, inaccurate or false Entries will be excluded. The Entry must meet each of the following requirements:
  - a. The Entry must be owned and created by the Participant;
  - b. The Entry may not contain any improper use of trademarks, logos, or copyrighted elements. Any content that appears in the Entry must be entirely original, created and performed solely by Participant, or be in the public domain; and
  - c. The Entry must not: (i) be obscene, indecent, or contain defamatory statements; (ii) include threats to any person, place, business, or group; (iii) invade privacy rights or any other rights of any person, business, or group; (iv) name or depict any third party without his/her permission; (v) depict or encourage any dangerous, life-threatening, or otherwise risky behavior; (vi) be false, inaccurate, or misleading; (vii) violate any law or regulation; or (viii) instigate others to commit illegal activities or violate human rights.

Retweets of other tweets or those that do not contain the hashtag #TelerikUIforXamarin will not be considered. By participating in the Contest, Participant demonstrates his/her full and unconditional agreement to these Official Rules and to the decisions of Progress in relation to the Contest, which are final and binding.

5. **ODDS OF WINNING.** The odds of winning will be determined by the number of eligible Entries received.
6. **WINNER SELECTION AND NOTIFICATION.** One hundred (100) winners will be randomly selected from the eligible Entries received during the Contest Period, subject to the applicable Twitter rules and policies. The drawings will be held no later than 5:00 pm May 19, 2017 and the winners contacted by direct message or email.
7. **PUBLICITY.** Except where prohibited by law, by participating in this Contest, each Participant (i) agrees to be bound by these Official Rules and (ii) grants to Progress and its affiliated/subsidiary companies the

right to publicize such participant's name, address (city and state of residence), photograph, testimonials, voice and/or other likeness of such participant recorded, photographed or otherwise taken at the Conference by a Progress representative or by the Participant him/herself (and/or any information as may be provided by such Participant) in any media now known or hereafter devised, throughout the world, in perpetuity without additional compensation or consideration, notification, review or approval. The winner may be required to complete and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release, and other required information within five (5) business days of notification.

8. **PRIZE.** The winner will receive a free three (3) month subscription to UI for Xamarin Cross-Platform, with an approximate retail value of \$200 USD (the "Prize"). The Prize cannot be exchanged for cash and cannot be used in conjunction with any other promotion. Progress reserves the right in its sole discretion to substitute the Prize with a prize of equal or lesser value. If the potential winner does not meet eligibility requirements, or otherwise does not comply with these Official Rules, then the winner will forfeit the Prize and an alternate winner will be selected from remaining Entries. No more than the stated number of Prizes will be awarded.
9. **PROGRESS' RIGHTS TO ENTRIES:** By submitting an Entry, Participant:
  - a. Irrevocably grants to Progress, its agents, licensees and assigns the unconditional, irrevocable and perpetual (non-exclusive) right and permission to store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, distribute, exhibit, and otherwise use the Entry as-is or as-edited (with or without using Participant's name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Participant or any other party.
  - b. Forever waives any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Progress' use of the Entry, or require Participant's permission for Progress to use the Entry.
  - c. Agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Progress on the grounds that any use of the Entry, or any derivative works, infringes any of Participant's rights as creator of the Entry including, without limitation, copyrights, trademark rights, and moral rights.
10. **GENERAL CONDITIONS.** If any fraud, technical failures or any other factor beyond Progress' reasonable control impairs the integrity or proper functioning of the Contest, Progress reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and/or determine the winners from among all eligible Participants as of the date of termination using the procedures and criteria outlined above. Progress further reserves the right in its sole discretion to disqualify any Participant who violates these Official Rules or interferes with this Contest in any manner and void all associated entries for any reason. Entries not complying with all rules are subject to disqualification. Progress' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Each Participant hereby acknowledges and agrees that the relationship between Participant and Progress is not a confidential, fiduciary, or other special relationship. Neither Progress or its officers, directors, shareholders and employees (collectively "Releasees") shall be held liable and Progress shall be held harmless for any damage, loss or injury to Participant or any third party resulting from participation in this Contest or for the use or misuse of any prize or Releasee's use of any rights granted herein; nor for incorrect or inaccurate transcription of entry information, for any human or other error, for any injury to person or property, arising from Participant's participation in this Contest or any Contest-related activity or from the acceptance, receipt, possession, use or misuse of any Prize. Releasees are not responsible for lost, late, damaged, delayed, incorrect, ineligible or misdirected Entries, or for any other errors or problems of any kind in connection with or relating to the Contest. In no event shall Progress be liable for, and Participant waives all rights to, any indirect, punitive, special, incidental or consequential damages incurred by Participant or any third party, arising out of or resulting from this Contest or any related materials, whether in an action in contract or tort, however caused and regardless of the theory of liability, even if Participant has been advised of the possibility of such damages. Progress makes no representations or warranties whatsoever, in fact or in law, including but not limited to, the implied warranties of merchantability, title, and fitness for a

particular purpose, whether oral, express, implied or statutory and hereby disclaims any and all warranties relating to this Contest or any related materials. Participant's use of the Prize and any paid renewal thereof shall be subject to the terms and conditions of the End User License Agreement located at <http://www.telerik.com/purchase/license-agreement/ui-for-xamarin-cross-platform>.

11. **FURTHER LIMITATIONS.** If for any reason Participant's Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Participant's sole remedy is submission of another Entry. In no event shall Progress be liable for any indirect, punitive, special, incidental or consequential damages incurred by Participant or any third party, arising out of or resulting from this Contest or any related materials, whether in an action in contract or tort, however caused and regardless of the theory of liability, even if Participant have been advised of the possibility of such damages. Progress makes no representations or warranties or conditions whatsoever, in fact or in law, including but not limited to, the implied warranties or conditions of satisfactory quality, merchantability, title, and fitness for a particular purpose, whether oral, express, implied or statutory and hereby disclaims any and all warranties relating to this Contest or any related materials.
12. **DISPUTES.** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant and Progress in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. Notwithstanding anything to the contrary herein, in no event shall any Participant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of Progress' property or production, this Contest, any website, content, advertising or other materials used, displayed or issued in connection with this Contest, and such Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
13. **PRIVACY POLICY.** By registering and submitting an Entry, Participants consent to the collection, use, disclosure and processing of their personal information by Progress in the United States of America for the purposes of administering the Contest and fulfilling the Prizes, and otherwise in accordance with Progress' privacy policy, a copy of which is available at <https://www.progress.com/legal/privacy-policy>. The personal data collected are mandatory. The Participant may be disqualified if the required personal data is not provided. The Participant has the right to access his/her personal data and to request that Progress correct his/her personal data. Any request from Participant relating to personal data must be addressed to: [dobrin.grancharov@progress.com](mailto:dobrin.grancharov@progress.com).
14. **SPONSOR AND PROMOTER.** The sponsor and promoter of this Contest is Progress Software Corporation, headquartered at 14 Oak Park Drive, Bedford, Massachusetts 01370 USA.
15. **OFFICIAL RULES.** These rules, terms and conditions comprise the Contest's Official Rules. These Official Rules are dated as of May 1, 2017. These Official Rules cannot be modified or superseded except by Progress, in its reasonable discretion. In the event of any inconsistency between these Official Rules and any other communication by Progress, the terms of these Official Rules shall govern. The complete Official Rules are available at <http://www.telerik.com/build-2017>. To obtain a free, PDF copy of these Official Rules, send your request to [dobrin.grancharov@progress.com](mailto:dobrin.grancharov@progress.com).