



## Domo Contest Official Rule at re:Invent

THIS IS A TRADE PROMOTION CONTEST. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. The Promotion is void where prohibited or restricted by applicable law, and all applicable federal, state and local laws and regulations apply. Winners are responsible for any taxes, customs, duties and like amounts connected with the prizes.

1. How to Enter. To participate in the Domo Trade Event Contest (“**Promotion**”) for a chance to win a prize, eligible persons must submit their professional contact information to Sponsor in person at Sponsor’s presentation at the 2019 re:Invent event. Eligible persons who are attendees of the 2019 re:Invent event who submit their contact information during the 2019 re:Invent event prior to the drawing (“**Contestants**”) will be entered to the Promotion wherein one Contestant’s entry will be drawn randomly on Wednesday, December 4<sup>th</sup>, 2019 at the end of Sponsor’s presentation at the 2019 re:Invent event (the “**Entry Period**”).

2. Eligibility. Eligibility to participate in the Promotion or to win prizes is limited to individual persons at least 18 years of age at the beginning of the Entry Period, who are legal residents of the United States or its territories and possessions. Contest entries, must be submitted during the Entry Period. Any effort by an entrant to misrepresent himself or herself will disqualify that entrant. Entrants who disregard these Official Rules are not eligible to participate or win. Directors, officers, employees, contractors and agents (and their immediate families and household members) of the Sponsor, its parents, affiliates, subsidiaries, advertising and promotion agencies, or any other company involved with the design, production, execution or distribution of the Promotion are also not eligible. The Sponsor’s determination of eligibility, in its sole discretion, shall be final.

3. Grand Prize. Three Contestants will be selected at random by the Sponsor as the winner of a Shark ION Robot vacuum.. Sponsor reserves the right to substitute a prize of equal or greater value in the event of unavailability.

4. Conditions of Participation. Participants agree to be bound by these rules and all decisions of the Sponsor, whose decisions will be final. Each participant agrees to be bound by these Official Rules and the decisions of the Sponsor, and to accept delivery of any prize won based upon availability. In addition, each The Sponsor is not responsible for any printing errors in these Official Rules or otherwise in any materials available at the re:Invent event. By submitting an entry, Contestants grant to Sponsor, its agents and others working on their behalf the right to use the Contestant’s name for advertising and marketing purposes, including on the Sponsor’s website, without additional compensation, unless otherwise prohibited by law. Unless a Contestant otherwise opts out, Sponsor and its designees may use the Contestant’s physical, phone and e-mail address to contact the Contestant regarding Sponsor’s services and other offers and/or promotions. Sponsor shall not be responsible for lost, late, misidentified or misdirected entries, or telecommunication or computer hardware or software performance, errors, delays or failures. If, for any reason, the fairness or integrity of the Promotion becomes compromised, or the Sponsor’s administration or fulfillment of the Promotion becomes impracticable, Sponsor reserves the right to terminate or modify the Promotion, and to disqualify any individual who tampers with the process or the administration of the Promotion.

5. Winner Notification. The winners of the Grand Prize will be notified by directly using the contact information found within the entry. Sponsor may require the prize winner to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, “**Affidavit**”). If a prize winner does not respond to the notification within 10 days, is found to be

ineligible, fails to execute the Affidavit or other documentation required by Sponsor and/or the Grand Prize is returned as undeliverable, the Sponsor may consider such prize winner to have forfeited the Grand Prize, and another prize winner may be selected as time allows. The Grand Prize will be awarded within approximately 30 days of the winner’s complete response to notification. Sponsor makes no warranties with regard to the Grand Prize. The Grand Prize is not transferable and the winner has no right of substitution (in cash or otherwise).

6. Sponsor. The Sponsor of this Promotion is Domo, Inc, a Utah company located at 772 Utah Valley Drive, American Fork, Utah 84003.

7. Disclaimers, Dispute Resolution and Limitations of Liability. Each Contestant hereby releases, and agrees to defend, indemnify and hold harmless the Sponsor, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Promotion or the awarding, acceptance, use or misuse of the Grand Prize or any other substitute prize. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of Utah, regardless of conflicts of laws principles. Any action or litigation concerning this Promotion shall take place exclusively in the federal or state courts sitting in Salt Lake County, Utah, and each Contestant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Contestant agrees to service of process by mail or other method acceptable under the laws of the State of California. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. CONTESTANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.