**TalkBIG Campaign Official Rules**

NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED AND ON THE SKILL OF THE ENTRANT. VOID WHERE PROHIBITED BY LAW OR WHERE REGISTRATION OR BONDING REQUIRED. SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS.

1. **Introduction**

Flipnode LLC, a US based company, having its registered office at 1209 Orange Street, City of Wilmington, 19 801 USA (hereinafter the **“Sponsor”**) invites any business, in any location, which is a current customer as of the beginning of the promotion of its digital signage management solution service under the name “Yodeck”, on a paid or free Yodeck plan, to participate in the TalkBIG Campaign (the “Promotion”) by taking a photo of their Yodeck enabled screen and posting their image on LinkedIn. One winner will be selected each month. Each winner will receive a prize of $250 (or the equivalent of $250 in local currency), shall be publicly announced on Sponsor’s website located at <https://www.yodeck.com/> and may be part of Sponsor’s promotional and advertising material.

By entering this Promotion, you agree to be bound by these official rules (the “Rules”) and any decision Sponsor makes regarding the Promotion, which Sponsor, or its designees shall make in their sole discretion. Sponsor reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in Sponsor’s reasonable suspicion, tampers the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.

1. **Eligible Entrants**

**Eligibility**: To be eligible, participants must be at least 18 years of age and a current Yodeck customer as of the beginning of the promotion on a paid or free plan. By entering the Promotion, you are also representing that your employer policies permit you to participate in the Promotion and accept a prize. Employees of Sponsor and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to win any prize.

**Number of Permitted Entries - Limitation**: There is no limitation on the number of entries. Multiple entries from the same participant will be possible.

**How to Enter - Submission Process**: To enter the Competition, participants must:

1. Be following @ Yodeck on LinkedIn
2. Take a photo of their Yodeck enabled screen.
3. Download a talkBIG message and layer it on top of their Yodeck screen image.
4. Post their image on LinkedIn and tag @ Yodeck
5. Use the hashtag #Yodeckcompetition. By adding tag @ Yodeck, you acknowledge and agree that you will be sharing your post with Yodeck’s LinkedIn account, and that you are complying with applicable privacy laws, including having acquired all necessary consents and given any notices required to the individuals involved.

By entering the Promotion, you are accepting the Rules. In the event of a dispute as to any entrant, the authorized holder of the LinkedIn account used to make the post and enter the Promotion will be deemed to be the entrant. In the case of any ongoing dispute, Sponsor will have the right to make the final determination of the identity of the entrant in its sole discretion.

**All Entries must meet the following criteria:**

* Entries must be original and not violate any third-party rights, and the entrant must have all rights and third-party authorizations necessary to submit the entry.
* Entries may not contain material that is obscene, defamatory, libelous, threatening, pornographic, racially or ethnically offensive, or violates privacy laws or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law. Entries must be appropriate for viewing by the general public; appropriateness will be determined by Sponsor.

Entrants which submit images which Yodeck finds objectionable or inappropriate for any reason will be rejected.

**Disqualification**: Yodeck reserves the right to disqualify any entrants for any reason, including if their conduct is contrary to the spirit or intention of the Promotion. This includes, but is not limited to, fraudulent entries, breach of these Rules or acts in an unsportsmanlike or disruptive manner.

1. **Promotion Period**

The Promotion will remain open from July …. 2024 at … p.m. Pacific Time (PT) and until December 31st, 2024, at 5:00 p.m. PT. Sponsor’s computer is the official time-keeping device for the Promotion. Sponsor reserves the right to close the Promotion at any time prior to its expiry.

1. **Judging**

The judges will be selected by the Sponsor, at its sole discretion. Participants will be judged based on post’s quality and success in demonstrating the current and potential impact Sponsor’s services, which will be assessed by the judges at their sole discretion. The judges will be choosing one winner per month and their decision will be final.

1. **Prize Details**

**Reward**: Winners of the Promotion will receive a gift card and the approximate retail value (“ARV”) of each price is $250, or the equivalent of $250 in local currency. The total ARV of all prizes during the term of the Promotion is $1,500.00. Winners can choose to donate all their winnings. The winner may choose a charity of their choice, subject to Sponsor’s approval, which will not be unreasonably withheld. Donations will be made through Yodeck and winners will receive confirmation of Yodeck’s donation.

No substitution, assignment or transfer of the prizes is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. TAXES, IF ANY, RELATED TO THE PRIZE ARE THE RESPONSIBILITY OF THE WINNER.

1. **Winners**

One winner will be selected each month, during the term of this Promotion. Winners of the Promotion will be determined based on the above-mentioned judging criteria. If a potential winner is disqualified, the prize will be given to the next entrant eligible to win a prize based on the judging criteria. Because these are contests of skill, winning the Promotion is dependent on the quality and number of submissions received. Except where prohibited, participation in the Promotion constitutes participant’s consent to Sponsor’s use of participant’s entry, name, likeness, voice, opinions, biographical information, and residence for promotional purposes in any media without further payment or consideration.

**Notification**: The winners will be attempted to be notified by email and will have 10 days from notification to accept the prize. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive account(s), technical difficulties associated therewith, or a winner’s failure to adequately monitor any account.

1. **Data Sharing**

**Entrant's Personal Information:** By accepting these Rules you acknowledge and agree to the use of the personal data and personal information submitted via your entry and post (identification data, biographical data, data included in the content you submit etc.) by the Sponsor for the purpose of administering the contest and granting the awards, as well as for the purpose of including the submitted personal data and personal information for publicity and promotional purposes in Sponsor’s advertising and promotional material in any media, including social media. Participants must not submit personal data and personal information unless they have acquired all necessary consents and made all relevant notices to the individuals involved for the way their personal data and personal information shall be used. Participants are solely responsible to acquire the consents and make the notices to the individuals concerned, as required by applicable privacy laws.

1. **Intellectual Property**

Ownership of the pre-existing underlying intellectual property of the entrant remains the property of the entrant subject to Sponsor’s rights to reprint, display, reproduce, perform, use, and exhibit the entry for the purpose of administering and promoting the Promotion and for Sponsor’s marketing and advertising purposes, including on Sponsor’s website. By participating in the Promotion, each entrant grants to Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual, transferable license to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) the entry and materials and information submitted on and in connection with the Promotion or use or receipt of the prize for any and all purposes in any medium. Each participating entrant hereby warrants that any entry and other materials and information provided by entrant are original with entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations. If the entry or information or materials provided by entrant contain any material or elements that are not owned by entrant and/or which are subject to the rights of third parties, entrant represents he or she has obtained, prior to submission of the entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the entry and information and materials by Sponsor in the manner set forth in the Rules without additional compensation.

Each entrant warrants that the entry and materials and information provided do not contain information considered by entrant, its employees or personnel, or any other third party to be confidential, and that the entry, materials and information provided do not violate any laws or regulations. Entrant represents and warrants that he or she has permission from his employer and any necessary third party to enter the Promotion, take and submit the photo and entry, and receive the prize. Entrant agrees that Sponsor has the right to verify the ownership and originality of all entries and that, upon Sponsor’s request, entrant must submit a written copy of any release or permission entrant has received from a third-party granting entrant the right to use such property. Entrant understands and acknowledges that in the event a submission is selected as a winning entry, and entrant’s ownership, rights and the originality of the entry cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winner based on the same judging criteria.

1. **Disclaimers**

**Rights of Yodeck**: Yodeck reserves the right to cancel, suspend, or amend the Promotion or these Rules without notice.

**Liability**: Yodeck will not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control.

**Acceptance**: Participation in the Promotion constitutes acceptance of these Rules.

**Disclaimer, Release and Limit of Liability**. SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ANY THIRD-PARTY SOCIAL MEDIA PLATFORM UTILIZED FOR THE PROMOTION, AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY’S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT’S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another entry in the Promotion, provided that the Promotion continues at that time. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than stated number of prizes as set forth in these Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes.

1. **Governing Law**

This Promotion shall be governed by and construed in accordance with the laws of the jurisdiction of the State of Delaware, without reference to applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of Delaware. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

1. **Sponsor; Winners List**

Sponsor of this promotion is Flipnode LLC, a US based company, having its registered office at 1209 Orange Street, City of Wilmington, 19 801 USA. If you would like a copy of the names of the winners, send your request to Yodeck, TalkBIG Campaign Winners List Request, 315 Montgomery Street, San Francisco, California 84104.

1. **Entry into the Promotion**

Entrants confirm that they have read, understood, and agree to these Rules upon submission of their post on LinkedIn.