

Index by Pinger Small Business Sweepstakes – Official Rules

1. **Sponsor.** Sponsor of this promotion is Pinger, Inc. (“Sponsor” or “Pinger”), 97 S. 2nd Street, Suite 210, San Jose, California 95113.
2. **No Purchase Necessary; Entry Instructions.** NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, OR WHERE REGISTRATION, BONDING, LOCALIZATION OR TRANSLATION IS REQUIRED.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES. Sponsor reserves the right to modify or discontinue the Promotion (including modifying these Official Rules) at its discretion.

To enter the Index by Pinger Small Business Sweepstakes (the “Promotion”), you must enter during the Promotion Period (as defined below) through the Index submission website, located at <https://getindex.com/smallbizsweepstakes>, by providing the name of your small business, an email associated with the small business where you can be contacted, and a short description of your small business and how it would benefit from a \$5,000 prize. Alternatively, you may enter by sending a 3 x 5 index card or piece of paper clearly stating your name, address, and phone number, and the name and address of your small business, with reference to the “Index by Pinger Small Business Sweepstakes,” in an envelope with proper postage to “Index by Pinger Small Business Sweepstakes,” c/o Pinger, Inc., 97 S. 2nd Street, Suite 210, San Jose, California 95113 (collectively, “Entries” or “Entry”). All mail-in entries must be postmarked by May 31, 2023 and received by June 7, 2023. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected, or postage-due attempted entries, which will be disqualified.

Maximum number of Entries is one (1) per person, though multiple entries may be received in support of the same small business up to a total of five (5) per small business. A small business, for purposes of the Promotion, includes 5 employees or less. Any attempt by any entrant to obtain more than the stated number of eligible Entries by using multiple/different email addresses, phone numbers, identities, registrations and logins, or any other methods will void that participant's Entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

All Entries must also meet the following criteria to be eligible:

- Entries must be original and not violate any third-party rights, and the person submitting an Entry must have all rights necessary to submit the Entry and bind the small business referenced in the Entry to these Official Rules.
- Entries may not contain material that is obscene, defamatory, libelous, threatening, pornographic, racially or ethnically offensive, 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.

In the event of a dispute as to any entrant, the authorized holder of the associated account, email address or user name will be deemed to be the entrant. The “authorized holder” is the natural person assigned an account, email address or user name by an Internet access provider, online service provider, or other organization responsible for assigning accounts, email addresses or user names. Each potential winner may be required to show proof of being the authorized holder. Sponsor will make final determination of identity of participants and timing of Entries in its sole discretion.

Within about sixteen (16) days from the end of the Promotion Period, Sponsor will select the winner(s). Multiple participants are not permitted to share the same email address or other account used to enter. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different addresses, accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entrant, the authorized account holder of the social media account or the registered owner or renter of the address associated with the postcard will be deemed to be the registrant. The “authorized account holder” is the natural person assigned the account by the social media platform (or the underlying email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address). Each potential winner may be required to show proof of being the authorized account holder. Sponsor shall have the right to determine the identity of a potential winner in its sole discretion.

3. **Promotion Period.** This promotion begins at 9:00 am United States Pacific Time (“PT”) on May 1, 2023 and ends at 5:00 pm PT on May 31, 2023 (the “Promotion Period”). Sponsor’s computer is the official time-keeping device for the promotion. Time and eligibility of Entry will be determined by Sponsor in its sole discretion. All online entries must be received during the Promotion Period. Mail-in postcard entries must be postmarked as sent during the Promotion Period and received by Sponsor within 7 days of the end of the Promotion Period.

4. **Eligibility.** In order to be eligible, participants must be (i) at least the age of majority in their jurisdiction of residence; and (ii) a legal resident of the 50 United States, including Washington, D.C. Employees, officers, directors, agents, affiliates and representatives of Sponsor and other participating partners, including their affiliates, suppliers, distributors, advertising/promotion agencies, attorneys, and prize suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person are not eligible. Sponsor shall determine, in its sole discretion, whether an entry meets the eligibility criteria to participate in the promotion. Sponsor reserves the right to reject any entry for any reason. Sponsor's decisions regarding eligibility and all other aspects of the promotion are final and binding. At Sponsor's discretion, participants may be required to provide an affidavit of eligibility, including but not limited to verification of the legitimacy of the small business referenced in an Entry and the participants affiliation with and ability to bind the small business to these Official Rules.

Prize. There will be one (1) winner selected. The winner will receive a prize consisting of \$5,000 USD. The approximate retail value ("ARV") of the prize is \$5,000 USD. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. The winner is responsible for all taxes and fees associated with the receipt and/or use of the prize. By accepting a prize, the winner acknowledges compliance with these Official Rules.

5. **Winner.** The one (1) winner will be selected by a random-chance drawing on or around June 16, 2023. The chances of winning depends upon the number of entries received. Sponsor will attempt to notify winner(s) by email at the email address associated with a winner's entry form, and/or by phone, physical address, or other means. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive account(s), phone numbers, technical difficulties, mailing issues, or winner's failure to adequately monitor any email account, mail, or phone messages. Upon notification, the winner must respond to Sponsor within fourteen (14) days and, upon Sponsor's request, provide proof of eligibility, a mailing address, and tax or employment verification documents, such as a 1099 and/or W9 form. Should a winner fail to respond to Sponsor or provide the requested information and documents, Sponsor reserves the right to disqualify that winner and select a new one in a second-chance random drawing. Sponsor shall not be required to select more than one alternate winner. Except where prohibited, participation in the promotion constitutes participant's consent to Sponsor's use of participant's name, likeness, voice, opinions, posts, tweets, biographical information, and residence in connection with the promotion and for promotional purposes in any media without further payment or consideration, as well as the name, trademark, logo, copyright and other intellectual property of the small business referenced in the Entry and information associated therewith for purposes of promoting the results of the Promotion. Winner may be required to sign an affidavit of eligibility, liability release, publicity release, and/or trademark or copyright license that, among other things, will further allow Sponsor to use a winner's name, likeness, voice, opinions, posts, tweets, biographical information, and

residence, and any intellectual property associated with the winner's small business, for publicity and promotional purposes without further compensation where permitted by law.

6. **Conditions of Participation.** By submitting an entry for this Promotion, you agree to abide by these Official Rules and any decision Sponsor makes regarding this Promotion, which Sponsor shall make in its 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 with Sponsor site, the entry process, intentionally submits more than a single entry, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.
7. **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 SPONSORS, 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.
8. **Privacy and Use of Promotion Information.** Information collected from entrants will be kept in accordance with Sponsor's privacy policy, which may be found at <https://www.pinger.com/privacy-policy/>.
9. **Marketing.** By entering and providing an email address and/or cell-phone number, participants agree to receive marketing, promotional and other emails and messages from Sponsor until the participant elects to opt out of receiving them.
10. **GOVERNING LAW AND DISPUTES:** THESE OFFICIAL RULES AND THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE

OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE IN THE COUNTY OF SANTA CLARY COUNTY, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN THE STATE OF CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN SAN JOSE, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

11. **Winner Identification.** Individuals may request the name of the winner by submitting a self-addressed stamped envelope prior to August 31, 2023 to “Index by Pinger Small Business Sweepstakes,” c/o Pinger, Inc., 97 S. 2nd Street, Suite 210, San Jose, California 95113. Vermont residents may omit postage.