Sage Software, Inc. Sage Summit Entrepreneur of the Year Sweepstakes Official Rules

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

- 1. **Eligibility**. The Sage Summit Entrepreneur of the Year Sweepstakes (the "Sweepstakes") is open to anyone who is a legal resident of the United States or the District of Columbia and has reached the age of majority in their respective state at or before the start of the Sweepstakes. Employees and family members of employees of Sage Software, Inc. and its related companies and agents are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited by law.
- 2. **Sponsor:** The Sweepstakes is sponsored by Sage Software, Inc., 6561 Irvine Center Drive, Irvine, CA 92618 ("Sponsor").
- 3. **Agreement to Official Rules:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling in a timely manner all requirements set forth herein. Further, by entering, entrant grants permission for the use of the entry, and his/her name, to be posted on the Internet (on the Sponsor's web site and any other web site) in connection with the Sweepstakes, and the advertising, promotion, and publicity of the Sweepstakes, and otherwise, as stated in these Official Rules (as solely determined by Sponsor), and entrant warrants and represents that he/she has all right and authority to grant such permission. Notwithstanding anything to the contrary, however, there is no obligation of the Sponsor or any other person or entity to post or make any use of the entry.
- 4. **Timing**: The Sweepstakes begins at 7:00 am Central Time ("CT") on March 23, 2015, and ends at midnight CT on July 10, 2015 (the "Sweepstakes Period").
- 5. **How to enter:** Visit www.sagesummitentrepreneur.com and complete the entry form. Entries must be received by midnight CT on July 10, 2015 to be eligible. Limit one (1) entry per person. Sponsor is not responsible for incomplete, invalid, late, or illegible entries, which will be disqualified.
- 6. **Drawing:** Weekly prize drawings will be held each Friday beginning April 3, 2015, except that the last weekly drawing will be held on Monday, July 13, 2015. On each drawing date, Sponsor will select the name of one (1) potential winner of the applicable prize pack (as described below) in a random drawing of all eligible entries received. The potential prize winner will be notified via email address provided.
 - Grand Prize Drawing: Each weekly winner will be entered to win the grand prize drawing to be held on Friday, July 17, 2015 in a random drawing of all eligible entries. The potential prize winner will be notified via email address provided.
- 7. **Requirements of the potential winner**. If Sponsor does not receive a response from the potential winner of any of the weekly prize drawings within seven (7) days after Sponsor's first attempt to contact the potential winner or if the potential winner is otherwise ineligible to receive the prize, the prize will remain unawarded for that weekly drawing. If Sponsor does not receive a response from the potential winner of the grand prize drawing within seven (7) days after Sponsor's first attempt to contact the potential winner or if the potential winner is otherwise ineligible to receive the prize, the Sponsor will hold up to two (2) alternate drawings after which the prize will remain unawarded.
- 8. **Prizes**. There will be sixteen (16) prize packs awarded for the weekly drawings. One prize pack will be awarded to each weekly winner.

The Average Retail Value ("ARV") of each weekly prize pack is \$941 and each prize pack consists of the following:

- (a) three (3) months of Sage One Standard Accounting (3 months at 14 / mo with an ARV of 42) from Sponsor;
- (b) a One Hundred Dollar (\$100) Amazon gift card; and
- (c) one (1) Sage Summit 2015 conference pass (ARV of \$799).

The Average Retail Value of the grand prize pack is \$6,598 and consists of the following:

- (a) a Five Thousand Dollar (\$5,000) Google AdWords account;
- (b) two (2) Sage Summit 2015 conference passes (ARV of \$1,598); and
- (c) recognition at Sage Summit 2015.

Prizes are not refundable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor, who reserves the right to substitute any prize (or component thereof) with another prize (or component thereof) of equal or greater value if the original prize is not available for any reason as determined by Sponsor in its sole discretion. Winner is responsible for any taxes and fees that are not expressly mentioned above and are associated with receipt or use of prize. The odds of winning a prize once the entry has been submitted depends on the number of eligible entries received.

- 9. **General conditions**. In the event that the operation, security, administration, or integrity of the Sweepstakes is impaired in any way for any reason, including fraud, technical problem, or any other factor beyond Sponsor's reasonable control, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries properly received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any entity it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or in any disruptive manner. Any attempt by any entity to deliberately undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such entity to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. **Release and limitations of liability**. By participating in the Sweepstakes, entrant agrees to release and hold harmless the Sponsor and its officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury or damage to persons, entities, or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 11. **Disputes**. Except where prohibited, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (3) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of California, without giving effect to any choice of law or conflict of law rules (whether of the state of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California.
- 12. **Official Rules and Sweepstakes results**. To request a copy of the Official Rules and/or the names of the winners, send an email to Heidi.moore@sage.com by August 15, 2015.
- 13. Additional Facebook and Twitter terms: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. You are providing your information to Sponsor and not to Facebook or Twitter. The information you provide will only be used for the Sweepstakes. By entering you release Facebook and Twitter and their parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss, or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize.