OFFICIAL RULES Contest – Game of Skill

No purchase or payment of any kind is necessary to enter or win this promotion.

Common Terms Used in These Rules

These are the Official Rules that govern how the Dream Vacation With Trello (the "Promotion") will operate. In these Official Rules, "we," "our," and "us" refer to Atlassian Inc., the sponsor of this Promotion ("Sponsor"). "Atlassian" means Atlassian and its affiliates. "You" refers to an eligible Promotion entrant. The administrator for the promotion is Crowd9 PTY LTD, doing business as Gleam, the website for which is located at https://gleam.io ("Administrator").

Promotion Description

Atlassian will judge (as described below) all valid Entries after the end of the Entry Period and choose one (1) winner (the "Judging").

Start and End Dates:

The Promotion starts at 8:00AM Eastern Standard Time ("EST") on January 29th 2019, and ends at 11:59PM EST on April 28th 2019 @ 11:59PM ("Entry Period").

Eligibility

You are eligible to enter this Promotion if you meet the following requirements:

- You are a legal resident of the fifty 50 United States (or the District of Columbia) and are 18 years of age or older at the time of entry;
- You are NOT an employee of Atlassian;
- You are NOT a government employee;
- You are NOT involved in any part of the administration and execution of this Promotion;
- You are NOT an immediate family (parent, sibling, spouse, child) or household member of an Atlassian employee, an employee of Atlassian, or a person involved in any part of the administration and execution of this Promotion;
- During the Entry Period, you must follow the five (5) mandatory steps (the "Entry Procedure"):
 - **Step 1**: Go to <u>trello.com/travel</u>.
 - Step 2: Click "Enter Now."
 - **Step 3**: Complete the entry form using the Administrator's widget contained on the entry page. By entering, you accept the Administrator's <u>terms and conditions</u> and <u>privacy policy</u>.
 - **Step 4**: Upload a screenshot of your Trello board, which depicts a general itinerary of your dream vacation at your desired destination.
 - **Step 5**: Using the text box, tell us about your dream vacation, desired location and/or how you used Trello to plan your trip.
 - **Step 6 (Optional)**: Increase your chances (see "Selecting Winners" below).
- Any email addresses associated with your entry must be verifiable in order to be eligible.
- If you meet all of the above requirements, excluding Step 6 (Optional) of the Entry Procedure,

one entry shall be entered into the Judging on your behalf (an "Entry").

Government Employees

Atlassian is committed to complying with government gift and ethics rules and therefore government employees are not eligible.

Selecting Winners

On or around the close of the Entry Period, one (1) winner will be chosen by a panel of judges from Atlassian. Criteria that will be taken into consideration include:

- Creativity of Entry
 - Presents vacation in a fun and unique way
- Brand Relevance
 - Fits the Trello brand tone. Tips are available here!
- Quality of Entry
 - Inclusion of proper spelling and grammar
 - Inclusion of high-quality photos (if photos are included)
- Increase Your Entry
 - During Entry submission, you will have the opportunity to increase your Entry by utilizing any of the following available options:
 - Follow Trello on Twitter. Creating a Twitter account is free, but is subject to its terms and conditions.
 - Download Trello's iOS or Android app. Downloading Trello's iOS or Android app is free, but is subject to <u>its terms and conditions</u>.
 - Refer up to five (5) friends. Your friends must enter the Promotion for your Entry to be increased.

The judging criteria will be applied in the sole discretion of Atlassian and the individual judges. By entering this Promotion, you acknowledge that evaluations of the Entries may differ from person to person and agree to be bound by and not challenge the final decisions of Atlassian and the individual judges.

We are not responsible for entries or registrations that we do not receive for any reason, or for entries that we receive but are not decipherable for any reason ("Invalid Entries"). For the sake of clarity, Invalid Entries shall not be included in the definition of "Entry."

Odds of Winning

The odds of winning the Promotion are not possible to calculate prior to the end of the Promotion and will depend on the total number of eligible Entries received.

Prize

The "Prize" will be a check for \$5,000 USD.

Award Procedures

If you are a potential winner, we will notify you by email using the email address associated with your Entry.

If there is a dispute as to the identity of the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address associated with the winning Entry. If you are a potential winner, we may require you to sign certain documentation, including an affidavit of eligibility, liability/publicity release and certain applicable tax forms within ten (10) days of notification or as otherwise requested by Atlassian. If you do not complete the required forms as instructed and/or fail to return the required forms within the time we set, we may disqualify you and select a runner-up.

After we have finalized the winner, an announcement will be made on the Atlassian webpage at <u>blog.trello.com</u> and via Atlassian social channels to congratulate the winner.

If you are confirmed as a winner of this Promotion, within sixty (60) days of being notified:

- You agree to (i) pose for photos and participate in an interview related to the Promotion and your Entry, and (ii) grant Atlassian permission to use and reproduce your image, likeness, and voice as recorded on audio or video in Atlassian materials, and understand that you will not receive any royalties or other compensation arising or related to Atlassian's use thereof.
- You agree that the payment of the prize to you is subject to the express requirement that, within ten (10) days of notification or as otherwise requested by Atlassian, you submit to Atlassian (or the Administrator on behalf of Atlassian) all documentation requested by Atlassian (or the Administrator on behalf of Atlassian) to permit it to comply with all applicable tax reporting and withholding requirements. You will be responsible for ensuring compliance with all the applicable tax laws and filing requirements and the payment of all taxes that may be assessed against you on account of their receipt of a prize. If you fail to comply with these requirements, the right to receive the prize may be forfeited, and Atlassian may, in its sole discretion, select an alternative prize recipient.
- You may not designate someone else as the winner. If you are unable or unwilling to accept your Prize, we may award it to a runner up;
- You alone (and not Atlassian) are responsible for sharing the Prize with any teammates who may have contributed to or helped with the Entry.

Other Terms and Conditions

By entering this Promotion you agree:

- To accept and abide by these Official Rules;
- To release and hold harmless Atlassian and Administrator and its and their respective affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Promotion or any Prize won and claims based on publicity rights, defamation or invasion of privacy;
- That our decisions will be final and binding on all matters related to this Promotion;
- That, by accepting a Prize, we may make use of your proper name, state of residence, voice, and/or likeness online and in print, or in any other media, in connection with this Promotion and

your Entry, without payment or compensation to you, except where prohibited by law;

- Not to use any automated entry device or software;
- That false or deceptive entries or acts will render you ineligible;
- That you represent and warrant that you have not purchased any kind of device or internet service in order to submit an Entry or participate in and/or enter the Promotion.
- That we, our affiliates, agents and employees will not be liable for any (i) lost or Invalid Entries, (ii) electronic, hardware or software program, network, Internet or computer malfunctions, failures or difficulties of any kind; (iii) failed, incomplete, garbled or delayed computer transmissions; or (iv) any printing or typographical error in any material associated with the Promotion.
- By making a required Entry in connection with this Promotion, you hereby grant to Atlassian an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide, license and right to use, copy, publicly perform, publicly display, modify, create derivative works, and distribute such Entry in any manner and in any form for all lawful purposes. You represent and warrant as follows: (a) the Entry is your own original work and/or you have obtained all rights necessary to grant us the foregoing license; (b) the Entry does not contain any harmful computer code and is not otherwise corrupted; (c) as of the date of submission, the Entry is not the subject of any actual or threatened litigation or claim; (d) the Entry does not and will not violate or infringe other people's intellectual property, privacy, publicity, or other legal rights; (e) the Entry does not include any private information of a third party such as name, address, phone number or email address; and (f) the Entry is not abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable. You hereby agree to indemnify, defend and hold Atlassian and its employees, agents and successors harmless from and against any and all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising out of any breach or alleged breach of any of your covenants, representations, and warranties hereunder. Atlassian reserves the right to disqualify (and refuse to accept or remove) any Entry that Atlassian, in its sole discretion, deems to violate these Official Rules.

This Promotion is Void Where Prohibited

Notwithstanding anything else contained in these Official Rules, this Promotion is void wherever prohibited by law.

Our Use of Your Entry Information

Except as otherwise contemplated in these Official Rules, and to the extent you may otherwise elect at the time of Entry, information provided by you for this Promotion is subject to <u>our privacy policy</u>. You consent that (a) Sponsor and Administrator may use your information for purposes contemplated herein, including administration and marketing of this Promotion, and for Prize fulfillment, and (b) Sponsor may use your information for general marketing purposes.

Choice of Law

This Promotion will be governed by the laws of the State of California, USA. You agree that this Promotion and these Official Rules will be deemed to have been made in, and will be construed pursuant to the laws of, the State of California and the United States without regard to conflicts of laws provisions thereof, and that any suit or proceeding arising out of or relating thereto must be commenced in a federal court in the

Northern District of California or in a state court in San Francisco, California, and you irrevocably submit to the jurisdiction and venue of such courts.

Force Majeure Events

If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force a majeure event) affects the operation, fairness or integrity of this Promotion, we reserve the right to cancel, change or suspend this Promotion. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the operability or integrity of the Promotion, we reserve the right to select the winners in reasonable conformance with these Official Rules among the eligible entries received before we had to cancel, change or suspend the Promotion.

If you attempt to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in any way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future promotions.

Our Contact Information

Atlassian, Inc. ATTN: Legal 350 Harrison Street Floor 13 San Francisco, CA 94104 USA