

“Wrike’s Holiday Countdown 2022 - Day 3” Official Terms and Conditions

**No purchase or payment of any kind is necessary to enter or win this promotion.
Void where prohibited.**

Common Terms Used in These Rules

Wrike’s Holiday Countdown 2022 - Day 3 contest (the “**Promotion**”) is sponsored and administered by Wrike, Inc. (“**we**” or “**Wrike**”), 9171 Towne Center Drive, Suite 200, San Diego, CA 92122. The Promotion is governed by these official terms and conditions (the “**Official Terms**”). By participating in the Promotion, you (“**you**”, “**Entrant**”, or collectively, “**Entrants**”) agree to abide by these Official Terms, including all eligibility requirements, and understand that the results of the Promotion, as determined by Wrike or its agents, are final in all respects.

Start and End Dates

The Promotion starts at 02:00AM Pacific Time (“PT”) on Wednesday, December 14, 2022, and ends at 11.00pm PT on Wednesday, December 14, 2022 (“Entry Period”).

Eligibility

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

1. **You are** 18 years of age or older at the time of entry;
2. **You are NOT** an employee of Wrike;
3. **You are NOT** a government employee;
4. **You are NOT** involved in any part of the administration and execution of this Promotion;
5. **You are NOT** an immediate family (parent, sibling, spouse, child) or household member of a Wrike employee or a person involved in any part of the administration and execution of this Promotion;
6. **During the Entry Period, you must complete the following** (the “**Entry Procedure**”):
 - **Step 1:** Log onto Wrike and find the Wrike’s Holiday Countdown 2022 - Day 3 Community thread
 - **Step 2:** Comment on the thread with your Wrike video call background

By entering, you accept and agree to these Official Terms. One entry shall be entered into the Promotion on your behalf (an “**Entry**”). Notwithstanding the foregoing, this Promotion (and Prize) is void where prohibited.

Government Employees

Wrike 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 at random from the list of Entrants. The winner will be notified by Friday, December 16, 2022.

We are not responsible for entries 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.

Prizes

The “Prize” is one (1) \$50 Amazon e-gift card

Award Procedures

If you are a potential winner, we will notify you on Wrike’s Community or via email using the Wrike user account associated with your Entry.

If there is a dispute as to the identity of the winner, we will consider the winner to be the authorized account holder of the Wrike user account associated with the winning Entry.

After we have finalized the winner, an announcement may be made on Wrike’s social media accounts. The Prize will be emailed to the email address associated with their Wrike account. It is the winner’s responsibility to ensure the email address associated with the Wrike account is accurate, and we are not responsible for Prizes that were sent to incorrect addresses provided.

If you are confirmed as the winner of this Promotion:

1. You acknowledge and agree that Wrike may use and reproduce your proper name, state of residence, social media profile name, as well as your image, likeness, and voice as recorded on audio or video, and understand that you will not receive any royalties or other compensation arising or related to Wrike’s use thereof.
2. You agree that your receipt of the Prize is subject to the express requirement that, within seven (7) days of notification or as otherwise requested by Wrike, you submit to Wrike all documentation requested by Wrike, including your name, mailing address, and phone number. If you fail to comply with these requirements, the right to receive the Prize may be forfeited, and Wrike may, in its sole discretion, select an alternative Prize recipient.
3. You may not designate someone else as the winner. If you are unable or unwilling to accept your Prize, we may award it to an alternative Prize recipient.

Other Terms and Conditions

By entering this Promotion you agree:

1. To accept and abide by these Official Terms;
2. To release and hold harmless Wrike and its respective owners, directors, 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, including all claims based on copyright, publicity rights, defamation or invasion of privacy;
3. That our decisions will be final and binding on all matters related to this Promotion;
4. That we may make use of the Entry materials 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;
5. Not to use any automated entry device or software to submit multiple unauthorized entries;
6. That false or deceptive entries or acts will render you ineligible;
7. That you represent and warrant that you have not been required to purchase any kind of device or internet service in order to submit an Entry or participate in and/or enter the Promotion; and
8. That we, our affiliates, agents and employees are not, and 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 Wrike 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 hereby agree to indemnify, defend and hold Wrike and its owners, directors, affiliates, 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.

Wrike reserves the right to disqualify (and refuse to accept or remove) any Entry that Wrike, in its sole discretion, deems to violate these Official Terms.

This Promotion is Void Where Prohibited

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

Our Use of Your Entry Information

You consent that (a) Wrike may use your Entry and all images and information contained in the Entry for purposes contemplated herein, including administration and marketing of this Promotion, and for Prize fulfillment, and (b) Wrike may use any information or materials you submit for general marketing purposes.

Choice of Law

This Promotion will be governed by the laws of California, United States of America. 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 United States without regard to conflicts of laws provisions thereof. Any action, suit or case arising out of, or in connection with, this Promotion or the Official Rules must be brought in either the federal or state courts located in the San Jose, California.

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 natural causes, or a 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 winner in reasonable conformance with these Official Terms 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 full extent permitted by law. Further, we may ban you from participating in any of our future promotions.

Our Contact Information

Wrike, Inc.
9171 Towne Center Drive, Suite 200
San Diego, CA 92122
Attention: Legal Department