



## **Contest TERMS AND CONDITIONS**

Sponsored by Wrike, Inc. (“**Sponsor**” or “**Wrike**”).

BY PARTICIPATING, YOU AGREE TO THESE TERMS AND CONDITIONS.

### **Entry Fee:**

NONE

The **Contest** begins June 25, 2019 and all Entries must be submitted by 11:59 pm Central European Summer Time on August 20, 2019. Finalists will be announced September 3, 2019. The Contest Finals are scheduled to be held September 19, 2019 in Prague, Czech Republic.

### **Eligibility:**

The Contest is open to individuals who are at least eighteen years old.

Participation in the Contest constitutes Participant’s full and unconditional agreement to and acceptance of these Terms and Conditions (“**Terms**”). The term “**Participant**” or “**You**” refers to you, the individual participating in the Contest and agreeing to the Terms.

Employees of Sponsor and its parent companies, affiliates, subsidiaries, individuals providing services to Sponsor during the Contest period, and their immediate family members, are not eligible to participate in the Contest.

### **Your Participation:**

You can participate either as part of a team of up to four (4) people or on an individual basis. Sponsor is not responsible for, and will not assist in resolving, any disputes between team members. In order to participate, You must do the following:

- Each Participant must register a team (or individual contribution) and provide required information via registration form, located on Contest web page.
- Develop and build a creative and innovative digital solution in any form (plugin, extension or separate app) somehow related to Wrike’s SaaS Platform using APIs and integrations of your choosing.
- Each Participant must register for a Wrike trial account available at <https://www.wrike.com/free-trial/>. Participant must use same email they used to register for the Contest.
- Each Participant must supply his/her own equipment to participate.
- Participant can use any help materials located on Sponsor site.
- A team may only submit one Entry. Individual Participants may only submit one Entry. Incomplete Entries may be disqualified.
- Entries are to be submitted electronically by submission form. A link to the submission form will be provided to Participant after registration.

### **Submission of Entries:**

To submit an Entry, each registered team must provide (\*required):

- Team member list
- Name of designated contact person
- Contact e-mail
- What kind of participant are they? Examples: Developer. Designer. Data Scientist. Domain Expert. Communicator. Project Manager. Advocate.
- \* Prerecorded video presentation with demonstration (file or link on YouTube or another streaming service)
- \* A link to the source code on GitHub or BitBucket, etc. along with a “readme” file, deployment files, instructions for running the program, copies of any open source licenses, and a list identifying any other content or media used (e.g., audio, video, images, etc.)
- Other Notes

All materials submitted in connection with the Contest must be in English. By submitting an Entry, You represent and warrant that the submitted content is not subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to use and assign the content as set forth in these Terms. You further represent and warrant that the content does not contain any viruses, Trojan horses, worms or other disabling devices or harmful code.

#### **Scoring of Entries:**

All projects will be reviewed by a jury composed of Wrike top managers, including VP of Engineering, VP of Product and CEO, Andrew Filev. The Entries will be judged according to the following criteria:

- a) **Utility.** How useful is the Entry?
- b) **Impressiveness.** Innovation and skillfulness. Did the technology involved make you go "Wow"?
- c) **Code Quality.** Smooth operation and lack of errors/bugs.
- d) **Completeness.** Does the demo work? Did the team achieve everything they wanted?
- e) **Design.** Did the team put thought into the user experience? How well designed is the interface?
- f) **Technical Difficulty.** Was the technical problem the team tackled difficult? Did it use a particularly clever technique, or did it use many different components?

The Participants of the top ten Entries will be invited to participate in a final to be held in Prague, Czech Republic (the “**Final**”) where they will present and demonstrate their Entries to the judges. The decisions of the judges will be final. Each Participant or team must be available in person during the Finals to demonstrate the Participant’s or team’s Entry. Participants whose Entries are awarded the top three scores by the judges will be eligible to receive one of the Prizes. The judging period may be extended for any length of time in Sponsor’s discretion. The top twenty Participants (not including top three Entries) will receive gift cards.

Each Entry must be original, of the Participant’s or Participant’s team’s own creation and newly written during the Contest and must not have been entered in any other competition or program similar to the Contest. “Newly written” means that Participants cannot copy or modify an existing program, whether written by them or by a third party, and submit it as part of an Entry. Participants may only incorporate or otherwise use free, public domain, or open source code if it will not result in an obligation to disclose, license or otherwise make available to any third party(ies) any part of the Entry, the property or systems of Sponsor or its users. Entries may be subject to a due diligence review at any time for eligibility and

compliance with these Terms. Determination of eligibility and compliance is at the sole discretion of Sponsor. Sponsor reserve the right to disqualify any Entry if the Entry or a Participant or a Participant's team does not comply with these Terms.

### **Ownership of Entries:**

Participant represents and warrants that their Entry does not violate any agreement or obligation to any invention assignment, proprietary information, confidentiality, non-solicitation, noncompetition or similar agreement with any employer or other person. Participant represents and warrants that the Entry is and will be Participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any licenses or third-party patents, copyrights, trade secrets or trademarks. Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against the Sponsor, or any other person, on the grounds that any use of a Participant's Entry, infringes any of Participant's rights as creator of the Entry, including, without limitation, patent rights, trademark rights, copyrights and moral rights or "droit moral." Participant hereby assigns and transfers and agrees to assign and transfer to Sponsor all right, title, and interest in and to Participant's Entry and consequently Sponsor will have all rights to copy, edit, publicly display, publicly perform, broadcast, publish and commercially exploit or otherwise use, in whole or in part, any Entry, in any manner without further compensation during and after the Contest. At Sponsor's request and expense, Participant will assist and cooperate with Sponsor in all respects to execute documents and will take such further acts reasonably requested by Sponsor to enable Sponsor to acquire, transfer, maintain, perfect and enforce their intellectual property rights and other legal protections for the Entry. Participant hereby appoints the officers of Sponsor as Participant's attorneys-in-fact to execute documents on behalf of Participant for this limited purpose. Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and Sponsor or an offer for any of the foregoing.

Participants will not receive any compensation from Sponsor in connection with any Entries.

Each Participant acknowledges and agrees that Sponsor or other Participants or third parties may have developed or commissioned works which are similar to the Entry of Participant or Participant's team, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the Entry of Participant or Participant's team.

### **Prizes and Awards:**

The prizes to be awarded are as follows:

The Participants whose Entries are awarded the top ten (10) initial scores ("**Finalists**") will receive paid round-trip travel to/from Prague, Czech Republic and one (1) night overnight accommodations to allow them to participate in the Finals. Participants are responsible for obtaining any Visas or other travel documentation and assume all risk for traveling to/from the Czech Republic.

The odds of winning depend on the total number of eligible Entries received. No cash or other substitution of prizes is permitted, except at the sole option of Sponsors for a prize of equal or greater value.

Finalists may be required to sign and return an affidavit of eligibility and a publicity/liability release. If a selected Finalist cannot be contacted, is ineligible, or indicates unavailability to attend the Finals, the prize may be forfeited, and an alternate will be selected from remaining valid, eligible Entries timely submitted.

“**Cash Awards**” for the top 3 Entries will be as follows:

1. First Place: \$25,000 US dollars
2. Second Place: \$10,000 US dollars
3. Third Place: \$5,000 US dollars

Only the individuals or teams who are physically present at the Finals are eligible to receive one of the Cash Awards. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes or Cash Awards. Cash Awards may be subject to tax withholding. In order to comply with local laws or for its own convenience, Sponsor may, in its sole discretion, pay Cash Prizes in local currency based on exchange rates at the time payment is made. Wrike is not responsible for any decrease in value due to bank fees or currency conversion rates in connection with payment of Cash Awards. Winners may be required to provide valid wire instructions for payment of Cash Awards.

**Gift Cards.** The teams whose Entries are selected as one of the top twenty (20) Entries, not including the top three winners, will receive an Amazon gift card valued at \$200 US Dollars.

**Publicity:** Except where prohibited, by participating in the Contest, Participant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsor’s newsletters, Sponsor’s website, and any of the Sponsor’s social media accounts or outlets without additional compensation.

**Indemnity:** You agree to release, indemnify, defend and hold Sponsor and its parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Sponsor’s control that may cause the Contest to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest; (v) any printing or typographical errors in any materials associated with the Contest; technical errors that may impair your ability to participate in the Contest; or (vi) errors in the administration of the Contest.

**DISCLAIMER.** IN NO EVENT WILL SPONSOR BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE Contest, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**General:** Use of Wrike is subject to Wrike’s Terms of Service at <https://www.wrike.com/security/terms/> and Privacy Policy at <https://www.wrike.com/security/privacy/>. The Contest is subject to EU, national,

state, and local laws and regulations. The Contest is offered by Sponsor, which is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to the Participants. Sponsor reserves the right to disqualify any Participant, as determined by Sponsor, in its sole discretion. These Terms are governed by the law of the State of California, USA without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Contest or the Terms must be brought in either the federal or state courts located in the San Jose, California.