

Avalara NEXT 2023 Giveaway Terms and Conditions

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. ODDS OF WINNING DEPEND ON NUMBER OF ENTRIES RECEIVED.

This Event Giveaway (the "Giveaway") is sponsored by Avalara, Inc. ("**Avalara**"), 255 S. King Street #1800 Seattle, WA 98104. By participating in the Giveaway, you hereby agree to be bound by and comply with these terms and conditions (the "**Terms**"), and to comply with Avalara's decisions in connection with this Giveaway, which are final and binding.

- 1. Eligibility.** The Giveaway is open only to those registered attendees of Avalara NEXT 2023, who attend at least one session on the date of the prize drawing. A valid business email must be provided to qualify, and as a condition of being awarded the prize, the winner may also be required to provide a valid mailing address (solely for prize delivery purposes). Must be a legal resident of India, the United Kingdom, or the 50 United States and District of Columbia, and must be 18 years of age or older, or the age of majority in their state of residence, whichever is older, at the time of entry, as confirmed by a valid government-issued photo identification. Employees of Avalara, its related companies, or its agents are not eligible. Avalara reserves the right, at its sole discretion, to disqualify anyone from participation. Completed entries submitted to Avalara are the property of Avalara and will not be returned. **Any entry that does not comply with the requirements described in this section will be ineligible for the Giveaway.**
- 2. Giveaway.** The Giveaway will be a drawing to win one of eight (8) Amazon.com gift cards, valued at \$500 USD each (or equivalent in local currency at the time of drawing). Four (4) winners will be drawn on September 20, and four (4) winners will be drawn on September 21. As a condition of being awarded the prize, the prize winner must comply with the terms and conditions contained in these Terms.
- 3. Giveaway Entry Period.** To enter, visit the Avalara NEXT virtual event page and register as an attendee: <https://events.zoom.us/ev/AuByKH05UwdMMWFizxSowutepGKmmqsiTmbdybxnKhFfWDpZu4dZ~AggLXsr32QYFjq8BIYLZ5I06Dg>. All entries must be submitted at least prior to the last session of Avalara NEXT on the day of the relevant drawing; while same-day entries may be submitted on September 20, entries received after 8:00am PST on September 21, 2023 will not be eligible to win the Giveaway.
- 4. SELECTION OF WINNER:** At the conclusion of each day of the Event's show hours (September 20 and 21, 2023 @ approximately 12pm PST), four winners will be selected in a random drawing from all eligible registered entries received. The winners will be notified via email and phone at time of the prize drawing. If a winner does not claim the prize within 5 days, that winner will forfeit the prize and a new drawing will be conducted with an alternate winner selected. This process will continue until winners claim all available prizes.
- 5. Giveaway Restrictions.** You are solely responsible for all taxes, fees, and insurance expenses, if any. No giveaway substitution, cash substitution, assignment, or transfer of the giveaway is permitted, except that Avalara may substitute a giveaway of equal or greater value in the event it deems necessary. All giveaways are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, expressed or implied, except as provided by the supplier. You will look solely to the supplier of the giveaway for any supplier warranties that might accompany the giveaway. The winner agrees to provide to Avalara any required tax form, including Form W-9, or other information reasonably requested by Avalara relating to the award of the prize. Avalara will furnish to the Internal Revenue Service any required tax reporting forms relating to the award of the prize, including Form 1099-MISC.
- 6. Consent To Use of Information.** You specifically acknowledge and agree that Avalara and its affiliates, distributors, partners, consultants, agents, advertising and promotional agencies, and suppliers may utilize information obtained from you, including but not limited to, to contact you and/or to offer products or services or for other promotional purposes. Any information collected through this Giveaway will be governed by Avalara's Privacy Policy available at <https://www.avalara.com/us/en/legal/privacy-policy.html>. If you would like to have your name removed from future mailings by Avalara, you may unsubscribe at the Avalara web site or

notify Avalara at the following address: dataprivacy@avalara.com, except that this shall not apply to notification of the winner. By submitting an entry, you consent to the use of your name, likeness, biographical information, photograph, video (including the use and appearance of entrant's photograph and video on the web site of Avalara, and its affiliates and partners), and voice in this and future promotions and publicity without further compensation, except where prohibited by law.

- 7. DISCLAIMER:** Avalara assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation, theft, destruction or alteration of, or unauthorized access to, entries. If for any reason this Giveaway is not capable of running as planned due to any causes beyond the control of Avalara, including without limitation any circumstances that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Avalara reserves the right at its sole discretion, to terminate, modify, or suspend the Giveaway.
- 8. General Release.** *By entering the Giveaway, you release and hold harmless Avalara and its affiliates, officers, directors, employees, representatives, and agents and all of its affiliates' respective officers, directors, employees, representatives, and agents from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Giveaway (including, without limitation, claims, costs, injuries, losses, and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.*
- 9. Limitation of Liability.** *Avalara shall not be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages arising from your participation in the Giveaway, or use of or inability to use any giveaway, even if Avalara has been advised of the possibility of such damages. Some jurisdictions do not allow the limitations or exclusions of liability for incidental or consequential damages so the above may not apply to you.*
- 10. Governing Law.** The Giveaway and these Terms, including any disputes hereunder, will be governed, construed, and interpreted under the laws of the state of Washington, without giving effect to any conflict of laws principles. The state or federal courts in King County, Washington, will have exclusive jurisdiction over any suit. Depending on the country in which you are employed or engaged as a contractor, additional laws and regulations may apply.
- 11. Miscellaneous.** The Giveaway is subject to all applicable federal, state, provincial, and local laws. Avalara shall be entitled to interpret these rules as needed, including but not limited to rules regarding entries, selection of winners, deadlines, restrictions on the giveaways, and eligibility, and all of its decisions are final. Giveaway entrants agree to be bound by all interpretations of the rules by Avalara and all decisions of Avalara in connection with the Giveaway. Avalara reserves the right to change these Terms at any time, in its sole discretion, and to suspend or cancel the Giveaway or limit eligibility for participation in the Giveaway should viruses, bugs, unauthorized human intervention or other causes beyond Avalara's control affect the administration, security or proper play of the Giveaway, or Avalara otherwise becomes (as determined in its sole discretion) incapable of running the Giveaway as planned. Avalara's failure to enforce any provision of these Terms will not constitute a waiver of that provision, nor will it waive or invalidate any other provision of these Terms. If you violate these Terms, violate any law, rule, or regulation in connection with participation in the Giveaway, tamper with the operation of the Giveaway or engage in any conduct that is detrimental or unfair to Avalara, the Giveaway or any other participant (in each case as determined in Avalara's sole discretion), you are subject to disqualification from entry into the Giveaway. Any provision of these Terms deemed unenforceable will be enforced to the extent permissible, and the remainder of these Terms will remain in effect.