Webroot “Holiday 2020 Giveaway”
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. You have not yet won. Void where prohibited or restricted by law.

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.

PROMOTION OVERVIEW: Sponsor will host 12 days of giveaways through user interaction on social media, the Webroot community, and through the Webroot Luminaries program. Sponsor is going to be conducting a random drawing at the Event to give away the prizes shown below.

ELIGIBILITY: The Webroot “Holiday 2020 Giveaway” (“Promotion”) is only open and offered to legal residents of North America who are eighteen (18) years of age or older, or the legal age of entry, if higher, at time of Entry (“Entrant”). Employees, officers, directors of Webroot Inc. (“Sponsor”), its respective subsidiaries and affiliated companies, independent contractors and entities involved in hosting the Event, agents, advertising/promotion agencies and any individuals or other entities engaged in the development, production, administration or implementation of the Promotion (collectively referred to herein as the “Promotion Entities”), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter or win a prize.

IMPORTANT NOTICE: Entrants have the responsibility to review and understand the policies of their employer and all applicable laws, rules and regulations (“Laws”) regarding their eligibility to participate in promotions, including this Promotion, and ability to accept a prize if applicable. If an individual is participating in violation of any policies or Laws, that individual may be disqualified from this Promotion, or from receiving a prize. Promotion Entities disclaim any and all liability and responsibility for disputes relating to this matter.

By entering the Promotion, Entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor (and its authorized representatives) which are final and binding with respect to all matters pertaining to the Promotion and all elements thereof.

PROMOTION PERIOD: The Promotion begins on or about 12:00am MT December 3, 2020 and ends on or about 11:59pm MT December 14, 2020 (the “Promotion Period”). All references to times in this Promotion should be considered Mountain Time (“MT”). Entries must be received during the applicable day of the Promotion Period to be eligible to receive a prize for that day. Sponsor (or its authorized representatives’) server’s clock is the official time keeping device for the Promotion. The Promotion, or any element thereof, may be cancelled, terminated, modified or extended by Sponsor (in its sole and absolute discretion).
**HOW TO ENTER:** Eligible Entrants may enter this Promotion on any day (each calendar day during the Promotion Period, a “Day”) during the Promotion Period by taking the steps outlined in any one of the Social Option, Community Option, or Luminaries Options (Each and “Entry Option”) below:

**Social Option**

On any Day, for either one of the following activities completed, eligible Entrants will receive one “Entry” (entrants may only enter an Instagram Entry or Facebook Entry on any given Day, not both):

*Instagram Entry:*

(i) Follow @Webroot on Instagram;

(ii) Like the Instagram post published by Webroot on the applicable Day; and

(iii) Tag two other Instagram users in the post comments.

*Facebook Entry:*

(i) Like the Facebook image published by Webroot on the applicable Day; and

(ii) Leave a comment on the image published by Webroot on the applicable Day, following the instructions in the post accompanying such image.

**Community Option**

During any Day, eligible Entrants will receive one “Entry” for completing the following activities:

(i) Signing up for the Webroot community (the “Community”) at [https://www.community.webroot.com/](https://www.community.webroot.com/); AND completing one of the following actions:

   a. Leaving a relevant comment about the subject matter to the “12 Days of Gifts” article on the Community; or

   b. Leaving a relevant comment about the subject matter to the “Modular Malware” article on the Community; or

   c. Leaving a relevant comment about the subject matter to the “Meet the Nastiest Malware 2020” article on the Community.

**Luminaries Option**

During any Day, eligible Entrants will receive one “Entry” for following the applicable link(s) from the Luminaries Homepage and following the instructions at the landing page on social media.

Incomplete, ineligible, or non-compliant Entrants/Entries are void. Entries become the property of Sponsor and will not be returned. Entrants may not enter through a sweepstakes club (or similar method), using an exchange site, or with multiple identities, devices, accounts, IP or e-mail
addresses, and/or phone numbers, nor shall Entrants use any other device or artifice to enter. Any suspected use of artifice, cheating, fraud, sweepstakes clubs (or similar methods), exchange sites, robotic, automatic, macro, script, programmed or like Entry methods as determined in Sponsor’s sole and absolute discretion, will void all such Entries by such methods, and disqualify any Entrant suspected of using/benefitting from such methods. Without limiting the foregoing, Sponsor has the right to verify Entrants’ eligibility and compliance with these Official Rules and, on the basis of its investigation, to disqualify any Entry/Entrant at any time during or after the Promotion Period (and to require immediate prize return if applicable). Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, illegible, delayed, destroyed, damaged, not received, undelivered, postage due, or misdirected Entries (in whole or in part). Proof of Entry is not proof of its receipt or eligibility for the Promotion. Entries must be complete, compliant, submitted via the method of Entry communicated herein, and received by Sponsor within the time stated. Entries submitted via any other Entry method than those stated herein will not be accepted.

WINNER SELECTION/ODDS:

10 Potential Winners will be selected within 3 days of the conclusion of the applicable Day for each Entry Option above (resulting in 30 total potential winners for each Day). Potential winners will be notified via private message, or other available method (in Sponsor’s sole discretion), following winner selection and/or tie drawing. Winners for each Daily Prize will be selected at random by Sponsor from all eligible Entries received for each Entry Option for the applicable Day. Odds of winning any Prize depend on the number of eligible Entries received during the applicable Day. In the event none or insufficient eligible Entries are received the prize will NOT be awarded.

Potential winners may be required to complete and sign (i) an Affidavit of Eligibility, Liability and, where lawful, Publicity Release; and (ii) an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting such winner’s prize earnings to the Internal Revenue Service, as required by law, all of which must be returned within five (5) days from prize notification date, or else prize will be forfeited and an alternate potential winner may be selected for the applicable prize/level from remaining eligible Entries received as determined by next highest score. In the event a winner or potential winner engage(s) in behavior that, as determined by Sponsor (or its designee) in their absolute discretion, is obnoxious or threatening, unsafe, illegal or that is intended to annoy, abuse, threaten or harass any other person, or may cause harm, property damage or any other loss, Sponsor reserves the right to terminate the prize or Promotion experience early, in whole or in part.

Additional documents may be required respecting prize award as determined by Sponsor and/or prize suppliers, as applicable. The prize will be delivered to the confirmed winner approximately 30 business days after winner confirmation, to the address provided by the winner. If a potential winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, cannot be contacted or fails to timely respond after two (2) separate attempts, or in the event the prize notification or prize is returned as undeliverable, or not (timely) responded to the prize will be forfeited.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”): The following prizes are available to be awarded assuming sufficient eligible Entries are received. Prize awards are subject to verification and eligibility. All dollar amounts listed below are in USD.
December 3, Day #1 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Set of 4 Figurines and Group Button; ARV: $30

December 4, Day #2 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Notebook and Pen; ARV: $10

December 5, Day #3 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Tote Bag and Padfolio; ARV: $20

December 6, Day #4 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Lunch Bag; ARV: $10

December 7, Day #5 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Glass Cleaner and Webcam Cover; ARV: $5

December 8, Day #6 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Socks; ARV: $15

December 9, Day #7 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Power Bank and PopSocket; ARV: $20

December 10, Day #8 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Tech Pouch; ARV: $25

December 11, Day #9 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Sticky Notes and Fidget Spinner Pen; ARV: $5

December 12, Day #10 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Hand Sanitizer; ARV: $5

December 13, Day #11 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Special Edition Gold MalwareWolf & Button; ARV: $15

December 14, Day #12 Prize (10 available to eligible Entrants for each Entry Option, 30 total available): Set of 4 Figurines and Group Button; ARV: $30

Awarding of the prize is subject to compliance, verification of eligibility and receipt of all documentation from the potential winner. All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The prize must be accepted as a whole. The prize cannot be assigned, transferred, or substituted, in whole or in part, except by Sponsor who may, at its sole discretion, substitute a prize or any element thereof, with a different prize of equal or greater value. Sponsor will not replace any lost, misdirected, destroyed or stolen elements of a prize which become the sole responsibility of the winners upon receipt. Prizes (or any element thereof) or prize notifications that are declined, unused, unclaimed, returned, unresponsive, untimely, undeliverable, unredeemed or otherwise, will be forfeited and will not be awarded or re-awarded.
Any and all other costs and expenses not expressly stated herein as being included are not provided as part of a prize and are each winner’s sole responsibility, cost and expense. Any prizes herein and any element thereof may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed or placed into any channels of distribution. Any depiction of a prize in advertising or promotional materials is for illustrative purposes only and depicted prize may not be the actual prize awarded, including any displays or models of the prize at Sponsor’s Exhibit. Any and all logos and trademarks depicted on or referenced in connection with prizes are the registered trademarks or trademarks of their respective owners/ manufacturers, which are not sponsors, or otherwise affiliated or associated with this Promotion. Actual value and ARV may vary; any difference between actual value of prize and approximate retail value will not be awarded as cash or otherwise.

Any and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of a winner. Winners are advised to seek independent counsel regarding tax implications of their prize winning. Only the number of prizes stated in these Official Rules are available to be won in the Promotion. In no event is the Sponsor responsible for awarding more prizes or prizes in greater amount than the number of prizes or amounts stated herein.

LIMITATION OF LIABILITY: The Promotion Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected (including into spam/junk folders), returned, or undeliverable Entries, email or postal mail or any other Promotion related communications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; or garbled, corrupt, or jumbled transmissions, service provider/Internet/website use, net accessibility, incompatibility, availability or traffic congestion; or any technical, mechanical, printing, typographical or other error, unauthorized human intervention, or the incorrect or inaccurate capture of entry, or registration information, or the failure to capture, or loss of, any such information. The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any Entrants, tampering, hacking, or by any of the equipment or programming associated with or used in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft, destruction or unauthorized access to the Promotion. Promotion Entities are not responsible for any injury, including death, disability or other damage, whether personal or property, to Entrants or to any person’s computer or mobile device related to or resulting from participating in the Promotion and/or accepting a prize. If, for any reason, the Promotion, or any element thereof is not capable of running as planned or by reason of causes which Sponsor, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any part thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, or any element thereof and select the winner from eligible Entries received prior to the action or as otherwise may be deemed fair by Sponsor. If because of technical, typographical, mechanical or other errors or for any other reason, there are more claims for a prize than prizes offered as stated in these Official Rules, a random drawing will be held among all eligible claimants to award such prize.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, PARTICIPATION IN
THIS PROMOTION AND/OR PRIZE RELATED ACTIVITIES, THE USE OR MISUSE OF A PRIZE, ACCESS TO AND USE OF ANY PARTICIPATING WEBSITES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, THE PRIZES AND EVERYTHING REGARDING THIS PROMOTION IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

GENERAL: If it is suspected by Sponsor in its sole and absolute discretion that an Entrant has registered or attempted to register more than once using multiple email accounts, IP addresses, or multiple identities, all of the Entrant’s entries will be declared null and void and any prize an Entrant might have been entitled to will not be awarded. Sponsor reserves the right to disqualify any individual in its sole and absolute discretion including but not limited to any individual suspected of, or found, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, non-human mechanism, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing or benefitting from the same. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in Promotion materials (including but not limited to other promotion media and any communications made by any person in any medium), the details of the Promotion as set forth in these Official Rules shall prevail.

RELEASE, INDEMNITY & GENERAL CONDITIONS OF PARTICIPATION: To the maximum extent permitted by law, Entrants and winners agree to waive, release, indemnify, defend and hold harmless (“release”) Sponsor and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents, and any social media platforms (“Released Parties”) from and against any and all threatened or actual actions, liabilities, claims, demands, losses, lawsuits, judgments, settlements, fines, damages, costs and expenses (including reasonable attorney fees) whether or not litigation is commenced (“disputes”) arising at any time from the Promotion and any element thereof; the entry (in whole or in part); participation (including travel) in any Promotion, event, and/or prize-related activity, or inability to receive or participate in, or parts thereof; the delivery, acceptance, use, mis-use of a prize or any failure with respect thereto by any person or entity; personal injuries including death, damage to or destruction of property, violation of any 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 arising from or relating directly or indirectly to the Promotion and any element thereof; any act, default, omission, non-compliance, and/or a violation or breach of any law or agreement, representation, warranty or covenant made herein, or any other agreements by/with Entrant, the Sponsor and/or any Promotion Entity or Released Party, or any other third-person or entity who may not be a party to these Official Rules.
Further, to the maximum extent permitted by law, Entrants and winner(s) covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any other releases in these Official Rules to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. If any item or provision contained in these Official Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Official Rules shall remain in full force and effect as if executed without the offending provision appearing therein. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event that there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotions-related materials, privacy policy, or terms of use on the Sponsor’s Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.

FORCE MAJEURE: Promotion Entities shall not be liable to winner or any other person or entity for failure to execute the Promotion, or any part thereof, or supply a prize in whole or in part, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, event delay or cancellation, or any similar or dissimilar event beyond their reasonable control.

DISPUTES/ARBITRATION: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A ONE PERSON NEUTRAL ARBITRATION PANEL LOCATED IN DENVER, COLORADO HAVING JURISDICTION. FURTHER, IN ANY SUCH ARBITRATION, UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS’ FEES OR OTHER RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

PRIVACY POLICY: Any personally identifiable information collected during an Entrant's participation in the Promotion will be collected and used by Sponsor and their parents, affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with the Sponsor's Privacy Policies as stated at https://www.webroot.com/us/en/legal/privacy and any communications an Entrant may agree during the registration process to receive in the future.

PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a prize, each winner grants (and agrees to confirm that grant in writing) permission for Sponsor and/or Sponsor's designees
the perpetual right to use his/her entry, name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the World Wide Web and Internet including Sponsor’s and/or unrelated third-parties’ social media platforms and sites, without notice, review or approval and without additional compensation except where prohibited by law.

WINNERS LIST: To obtain a list of winners of prizes over $25, mail your request in a U.S. sufficiently stamped envelope to: Webroot Holiday 2020 Giveaway, Winners List Request, Attn: Sr. Communications Manager, Webroot, Inc., 385 Interlocken Crescent, Suite 800, Broomfield, Colorado 80021.

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