

WebPros CloudFest Sweepstakess Official Rules

1. **No Purchase Necessary; Entry Instructions.** No purchase or payment of any money is necessary to enter. A purchase will not improve the chances of winning.

To enter the Sweepstakes, entries must be submitted via the link bit.ly/wp-squared during the Sweepstakes Period (20-23.03.2023). Entrants must fill in their details in the form on the above-mentioned page, accept terms and conditions, and click on the 'submit' button (Eligible Entry). Entry is limited to one entry on behalf of one individual person identified by the unique email address and name they subscribed with. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entrant, the authorized account holder of the email address associated with the entry will be deemed to be the entrant. The "authorized account holder" is the natural person owning the email address assigned by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of identity.

2. **Sweepstakes Period.** "WebPros CloudFest Sweepstakes" (the "Sweepstakes") commences at 15:00 (CET) on 20.03.2023 and ends at 12:00 (CET) on 23.03.2023 (Sweepstakes Period). The Organizer's computer is the official time-keeping device for the Sweepstakes. All entries must be received during the dates and times specified in the Sweepstakes Period. Odds of winning the Sweepstakes depend on the number of eligible entries received during the Sweepstakes Period. There will be three draws coinciding with contest periods:
 - a) 20.03.2023 15:00 - 21.03.2023 16:00 - with user selection (draw) happening on 21.03 at 16:00 from users registering in period a)
 - b) 21.03.2023 16:30- 22.03.2023 16:00 - with user selection (draw) happening on 22.03 at 16:00 from users registering in period a) and b)
 - c) 22.03.2023 10:31 - 23.03.2023 11:30 - with user selection (draw) happening on 23.03 at 12:00 from users registering in period a), b), and c)
3. **Eligibility.** Void where prohibited. In order to be eligible, participants must be at least the age of majority in their jurisdiction of residence. Employees of Organizer and/or its parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Participation limited to entrants eighteen (18) years of age or older.
4. **Prize.** The raffle prize is one of three Apple Watches Series 8 (GPS, 45mm) (valued at €474.99/per item). No substitution, assignment or transfer of the prize is permitted, except by the Organizer, who has the right to substitute a prize with another of comparable or greater value. Any difference between the ARV and the actual value, if any, will not be awarded. There will be three prizes, one per each contest periods:

- a) Prize number one consists of one Apple Watch Series 8 (GPS, 45mm) in midnight blue. To be given in period a (20.03.2023 15:00 - 21.03.2023 16:00), with the draw happening on 21.03 at 16:00.
 - b) Prize number one consists of one Apple Watch Series 8 (GPS, 45mm) in midnight blue. To be given in period b (21.03.2023 16:30- 22.03.2023 16:00), with the draw happening on 22.03 at 16:00.
 - c) Prize number one consists of one Apple Watch Series 8 (GPS, 45mm) in red. To be given in period c (22.03.2023 10:31 - 23.03.2023 11:30), with the draw happening on 23.03 at 12:00.

5. **Drawing.** One winner will be selected by a random-chance drawing in each contest period, as mentioned above. The chances of winning depend upon the total number of entries received. The draw will be held at an allotted place (the WebPros booth) and time (every time period mentioned above, at 11:30am). The announcement of the winner will take place at the same event location, and presence at the booth is required in order to receive the prize. The Organizer will notify the winner by calling out the winner's name up to three times. The Organizer is not responsible for any delay or failure to receive notification for any reason, including technical difficulties associated therewith or the winner's failure to attend the draw. Should the winner fail to respond to the Organizer, the Organizer reserves the right to disqualify that winner and select a new one in a second-chance random drawing. Should the winner of the second-chance random drawing fail to respond to the Organizer, the Organizer reserves the right to disqualify that winner and leave the unclaimed prize under the Organizer's possession. Winner and any guest(s) may be required to sign an affidavit of eligibility, liability release and a publicity release. By entering or accepting any prize, the winner allows the Organizer to use the winner's name, photograph, likeness, voice, prize information, and biographical information for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited, participation in the Sweepstakes constitutes participant's consent to Organizer's use processing and publication of participant's name, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration. The so consented processing of personal information by WebPros shall be allowed for the duration of the Sweepstakes and 8 weeks thereafter.

6. **Conditions of Participation.** By submitting an entry for this Sweepstakes, you agree to abide by these rules and any decision the Organizer makes regarding this Sweepstakes, which the Organizer shall make in its sole discretion. The Organizer reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in the Organizer's reasonable suspicion, tampers with the Organizer site, the entry process, intentionally submits more than the number of permitted entries, violates these rules, or acts in an unsportsmanlike or disruptive manner. In addition, you are required to consent to relevant requests for information as part of your entry into the Sweepstakes.

7. **Disclaimer, Release and Limit of Liability.** The ORGANIZER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE SWEEPSTAKES. BY ENTERING THE SWEEPSTAKES OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS the ORGANIZER, AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/SWEEPSTAKES AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. The Organizer reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, including if for any reason it is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, the Organizer, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Organizer reserves the right to award only the stated number of prizes by a random drawing among all legitimate, non-awarded, eligible prize claims.

8. **Privacy and Use of Sweepstakes Information.** The Organizer collects personal information from you when you enter this Sweepstakes. The Organizer reserves the right to use any information collected in accordance with its privacy policy, which may be found at <https://cpanel.net/privacy-policy/>. Specifically, when entering data in the participation form, participants may opt into the receipt of further special offers and / or surveys from cPanel and its affiliates, related to WordPress. At any time, participants have the right to revoke their corresponding consent by contacting privacy@cpanel.net.

9. **GOVERNING LAW AND DISPUTES: THESE OFFICIAL RULES AND THE SWEEPSTAKES ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF SWITZERLAND AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE THE LOCAL OR FEDERAL COURTS LOCATED IN ZÜRICH / SWITZERLAND.**

THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

10. **ORGANIZER.** Organizer of this Sweepstakes is cPanel LLC, 2550 N. Loop West Suite 4006, Houston, TX 77092. If you have any questions about these Official Rules or the Contest, please email them to legal@cpanel.net