

TC19 SURVEY SWEEPSTAKES

OFFICIAL RULES

Important: Please read these Official Rules before entering this Sweepstakes (the “Sweepstakes”).
By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. Sweepstakes void where prohibited by law. Subject to applicable federal, state, and local laws.

1. Eligibility: The Sweepstakes is open only to legal residents of the 50 United States or District of Columbia who are at least 18 years old (or the age of majority in their jurisdiction, whichever is older) at the time of entry who attended Tableau Conference 2019 in Las Vegas, Nevada. Directors, officers, members, managers, and employees of Tableau Software, Inc. (“*Sponsor*”), and any of its respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. Sweepstakes Period: The Sweepstakes starts at 12:01 a.m. Pacific Time (PT) on November 15, 2019 and ends at 11:59 p.m. PT on November 22, 2019 (the “*Sweepstakes Period*”). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Sweepstakes.

3. How to Enter: To enter, during the Sweepstakes Period, access and complete the TC19 Survey (including by completing the contact information field) (“*Survey*”) via the Tableau Conference app or at the Tableau Survey Station located at Tableau Conference 2019 in Las Vegas, Nevada.

Limit: ONE ENTRY PER PERSON DURING SWEEPSTAKES PERIOD, REGARDLESS OF METHOD OF ENTRY. Any attempt to obtain additional entries, including through multiple or duplicate accounts will result in disqualification.

If participating in this Sweepstakes via your mobile device (which service may only be available via select devices and participating wireless carriers, and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider’s data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

4. Identity of Entrant: All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor’s discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the entry. An “*authorized account holder*” means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email account associated with the winning entry.

5. Selection and Notification of Winner: On or about November 25, 2019 Sponsor will select the names of three potential winners of the prizes in a random drawing from among all eligible entries at Sponsor's headquarters as listed in Section 16 below. The odds of winning depend on the number of eligible entries received.

Each potential winner will be notified via email on or about November 25, 2019. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release and tax forms in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, such as the Affidavit of Eligibility and Liability/Publicity Release and tax forms; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and will be awarded to an alternate winner. Only three alternate winners will be selected for each prize after which the remaining prizes will not be awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. Prize: Three winners will each receive one ticket to Tableau Conference 2020 (Approximate Retail Value ("ARV") of each ticket: \$1,895). Total Approximate Retail Value of all prizes: \$5,685.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes.

Except for applicable manufacturer's standard warranties, the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).

7. Disclaimer: Sponsor, and any of its parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

8. Limitations of Liability; Releases: By entering the Sweepstakes, you release Sponsor and all Released Parties 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 Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including 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.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA,

WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS BOUGHT FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

9. Use of Winner's Name, Likeness, etc.: To the fullest extent permitted by applicable law, entry into the Sweepstakes constitutes permission to use your name, hometown, aural and visual likeness, and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness, and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.

10. Assignment of Rights in Survey Answers/No Confidentiality: Entry materials and Surveys will not be returned to entrants. By entering the Sweepstakes, you hereby assign all right, title, and interest in your Survey answers to Sponsor, including all associated copyright, trademark, patent, and other proprietary rights therein. Without limiting the foregoing, you acknowledge that Sponsor will own all rights to use, adapt, edit, modify, translate, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit concepts, ideas, and improvements in your Survey answers in perpetuity and throughout the world, in any manner or medium now existing or later developed, without separate compensation to you or any other person or entity. You agree to take, at Sponsor's expense, any further action (including executing documents) requested by Sponsor to effect, perfect or confirm the Sponsor rights set forth in this paragraph.

By entering this Sweepstakes, you realize that Sponsor may have access to, or may independently create content, product improvements, and material similar or identical to, the information provided in your Survey answers, and you agree that you will not be entitled to any compensation by reason of the use by Sponsor of such similar or identical material. You understand and agree that all Survey answers submitted to Sponsor will not be treated as confidential, and you agree not to include or disclose any trade secrets or other confidential or proprietary information in any survey answers. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission.

11. Privacy: See Sponsor's Privacy Policy at <https://www.tableau.com/privacy>.

12. Winner List; Rules Request: For a copy of the winner list, email a request for a winner list to tcsales@tableau.com after December 1, 2019 and before December 1, 2020, Attn: Legal Department. To obtain a copy of these Official Rules, visit <https://tc19.tableau.com/faq#survey-sweepstakes> or send a stamped, self-addressed business-size envelope to the address listed in Section 16 below, Attn: Legal Department. VT residents may omit return postage.

13. Intellectual Property Notice: TABLEAU and TC19 are trademarks of Tableau Software, Inc. The Sweepstakes and all accompanying materials are copyright © 2019 by Tableau Software, Inc. All rights reserved.

14. Disputes: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON OR THE APPROPRIATE STATE COURT LOCATED IN KING COUNTY, WASHINGTON.

THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

15. General Conditions: Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (in its discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Sweepstakes. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

16. Sponsor: Tableau Software, Inc., 1621 N. 34th St., Seattle, Washington, 98103 USA.