Tableau Iron Viz Global Championship - Official Rules

THE FOLLOWING CONTEST IS OPEN TO THE THREE FINALIST WINNERS OF THE TABLEAU PUBLIC IRON VIZ GLOBAL QUALIFIER CONTEST (THE "QUALIFIER CONTEST").

PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

- 1. Contest Description: The Tableau Iron Viz Global Championship Contest ("Contest") is a skill-based contest in which Tableau software is used by contestants to analyse provided data set(s) and design a workbook that tells a compelling story. The Contest will take place during the digital 2020 Tableau Conference. Contest is void where prohibited by law.
- **2. Term:** The Contest begins on September 5, 2020 at 9:00 a.m. Pacific Time ("**PT**") and ends on October 7, 2020 at 12:15 p.m. PT (the "**Term**").
- 3. Eligibility: To be eligible to enter the Contest, at the time of entry, you must: (i) be a verified winner of the Qualifier Contest; (ii) meet each of the eligibility criteria set forth in the rules of the Qualifying Round, available at https://www.tableau.com/iron-viz; (iii) have returned to Tableau a signed winner affidavit for the Qualifier Contest; (iv) digitally attend at least one (1) recording session prior to 2020 Tableau Conference on October 7, 2020 at 11:30 a.m. Pacific Time ("PT") ("Tableau Conference"); and (v) digitally attend the Tableau Conference to participate and win. Employees and representatives of Tableau Software, LLC ("Tableau" or "Sponsor"); Salesforce.com, Inc.; and any of their respective parents, agents, subsidiaries, advertising and promotional agencies; any prize provider; any government employee; and any entity involved in the development, production, implementation, administration or fulfilment of the Contest, and their immediate family members (defined as parents, children, siblings, spouse, or life partner) and persons living in the same household, and members of the Contest's Judging Panel (defined below), are not eligible to participate. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time. 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. CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH POLL EVERYWHERE, INC.
- 4. How to Enter: To enter the Contest, you must, during the Term (i) properly download the Tableau software and connect to the data set(s) provided by Tableau (each a "Data Set"); (ii) use a Sponsor provided laptop ("Sponsor Laptop") to log into a secure WebEx session and produce a Tableau workbook on the theme specified by Tableau for the Contest ("Submission"); (iii) participate in a recording of your Submission to be showcased during the Tableau Conference as instructed by Sponsor; and (iv) publish the Submission to Tableau Public. Your Submission must be based solely on the Data Set(s) and you must be present during the entire Contest to win. Your Submission must be made downloadable on request. All Submissions must comply with all Tableau terms and conditions of use at http://www.tableausoftware.com/tos.

Each Entrant (as defined below) may submit only one entry, and their Submission must be original and have been created solely by the Entrant. A Submission must be received by Sponsor during the Term.

Submissions entered into the Contest will not be acknowledged. Proof of entry does not constitute proof of receipt by Sponsor. Only eligible Submissions actually received by Sponsor during the Term may be eligible to win the Prize. Sponsor is not responsible for (i) inaccessible, lost, late, misdirected, mutilated, damaged, irregular, altered, counterfeit, fraudulent, incomplete, or illegible Submissions, or (ii) for any computer-related, online, telephonic, or technical malfunctions that may occur. Illegible, unintelligible, inaccessible, non-public, incomplete, garbled, late, misdirected, damaged, irregular, counterfeit, fraudulent, or mutilated Submissions will be disqualified. Sponsor reserves the right, in its discretion, to disqualify any Submissions not in compliance with these Official Rules. By submitting your Submission as described above, you agree, represent, and warrant that your Submission conforms to the Submission Guidelines and Restrictions detailed below. Sponsor may choose to remove any Submission or disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions. Upon completion of entry steps and compliance with the Guidelines and Restrictions, you ("Entrant") will receive one entry into the Contest.

Submission Guidelines and Restrictions

- a. You agree to the terms and conditions of use of the www.tableau.com website at http://www.tableau.com/tos.
- b. You grant Tableau an irrevocable, royalty-free, worldwide, sublicensable license to (i) use your Submission for advertising, marketing, promotional and any other use (including as specified in Section 11 below) and (ii) take photographs and films of me (the "Footage") and to incorporate the Footage, along with my name likeness, voice, biographical information, and quotes (the "Attributes") in various materials that will be used to promote Tableau, its products, services, and events (including as specified in Section 11 below).
- c. You must participate in a recording of your Submission to be showcased during the Tableau Conference in accordance with any instructions provided by Sponsor before or during the Term.
- d. You represent and warrant that you will (i) only use the Sponsor Laptop to produce your Submission in accordance with these Official Rules; (ii) adhere to any instructions provided by Sponsor regarding your use of the Sponsor Laptop; and (iii) return the Sponsor Laptop after the Term upon Sponsor's request and in accordance with any instructions provided by Sponsor.
- e. Your Submission must not supply untruthful, incomplete, inaccurate or misleading information;
- f. Your Submission must be your original creation and be owned 100% by you and you must have the rights to grant the rights specified in Section 11;
- g. Your Submission must not (in Sponsor's discretion): (i) violate any third-party intellectual property or other rights, including copyrights, trademark rights, patent rights, confidentiality, or rights of privacy and publicity; (ii) contain disparaging or defamatory content; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behaviour; (vi) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and/or (vii) contain unauthorized third-party trademarks or logos.
- h. You represent and warrant that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice or other qualities of any individual, you are the individual pictured, heard, or otherwise featured in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and will make written copies of such permissions available to Sponsor upon request and; (iii) the Submission complies with all requirements of these Official Rules.
- i. Your Submission must only contain only the official Data Sets provided to you by Tableau. Furthermore, you acknowledge and agree that you will use the Data Sets according to the instructions provided by Sponsor to you and any additional terms governing said Data Sets.
- j. By providing a Submission and otherwise participating in this Contest, you represent and warrant that your participation in the Contest is solely in your individual capacity and not as a multi-person team or on behalf of your employer or any other entity or organization.
- **5. How to Win:** Each Submission's score will be determined by the following two components:
 - A. **Judges' Score**. At the end of the Term, a panel of four judges selected at Sponsor's discretion ("**Panel**") will evaluate and score each eligible Submission in each of the following judging categories ("**Judging Categories**"):
 - 1) Submission's analysis of the Data Set(s);
 - 2) Design of Submission; and
 - 3) Storytelling of Submission (note: does not have to use the StoryPoints Tableau feature).

Each Judging Category is worth a maximum score of 10 points. The Panel will then add up the score received in each Judging Category for each Submission to determine its total "Judge's Score." The maximum Judge's Score that may be awarded to a Submission is 30

points.

B. Digital Audience Score. From 12:00 p.m. PT until 12:05 p.m. PT on October 7, 2020, digital audience voters will evaluate the Submissions pursuant to the Judging Categories and vote for a winner as instructed by Sponsor during the Tableau Conference. (Each voter may only submit one vote in the Contest, duplicate votes for an Entrant by a single voter will be disqualified). At 12:35 p.m. PT on October 7, 2020 Sponsor will calculate the total number of digital audience votes received for each Submission in the Contest ("Total Audience Votes"). Sponsor will then award extra points (the "Audience Score") based on the volume of votes each Submission received. The Submission with the most votes will receive 5 extra points; the Submission receiving the second most votes will receive 3 extra points; and the Submission with the least votes will receive 2 extra points.

Any fraudulent, unfair, or deceitful behaviour related to the voting or the Contest, including directly or indirectly offering any person financial or other incentive for votes, creating multiple accounts, or using bots and similar electronic tools, is prohibited and will result in disqualification.

At or around 12:36 p.m. PT on October 7, 2020, the Panel will add each Submission's Audience Score to its Judge's Score to determine its "*Total Score*." Then, the Submission that receives the highest Total Score will be selected and announced as the "*First Place Winner*," the Submission that receives the second highest Total Score will be selected and announced as the "*Second Place Winner*," and the Submission that receives the third highest Total Score will be selected and announced as the "*Third Place Winner*." In the unlikely event of a tie, the Submission that received the higher score from the Panel in the Judging Category of "Submission's analysis of the Data Set" will be selected as the winner. If these scores are identical, the Submission that received the higher score from the Panel in the Judging Category of "Design of Submission" will be selected as the winner. If these scores are identical, the Submission that received the higher score from the Panel in the Judging Category of "Storytelling of Submission" will be selected as the winner.

The Panel's decisions are final with respect to all aspects of the Contest's judging, including as to the calculation of Audience Scores. Sponsor and its parent, affiliates, subsidiaries, employees, agents, officers and directors, advertising and Contest agencies, and their respective officers, directors, employees and their respective agents will not be liable for unsuccessful efforts to notify a winner. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within three days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) potential winner cannot be contacted within three days; (ii) any required documents are not returned within seven days, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner fails to abide by the Official Rules, is determined ineligible, or is otherwise unable to accept the prize as stated, the prize will be forfeited and will be awarded to an alternate winner in accordance with the Judging process. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, the prizes will be awarded to the person with the Submission that receives the highest Total Score from among all eligible claimants making purportedly valid claims to award the prizes available.

<u>Verification of Potential Winner</u>: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. 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. Prizes:** The following prizes will be awarded.
 - A. **First Place**: One First Place Winner will receive the following: (i) \$10,000 via wire transfer; (ii) the ability to select one (1) nonprofit organization that will be included on a pre-approved list provided by Sponsor to receive a \$5000 donation; and (iii) one (1) conference registration to the Tableau Conference 2021 (date and location TBA) (Approximate Retail Value ("**ARV**"): up to \$1,895); and (iii) one 2020 Tableau Conference Iron Viz Champion trophy (ARV: \$500).
 - B. **Second Place**: One Second Place Winner will receive the following: (i) \$5,000 via wire transfer; (ii) the ability to select one (1) nonprofit organization that will be included on a pre-approved list provided by Sponsor to receive a \$2,000 donation; and (iii) one conference registration to the Tableau Conference 2021 (date and location TBA) (ARV: up to \$1,895).

C. **Third Place**: One Third Place Winner will receive the following: (i) \$2,000 via wire transfer; (ii) the ability to select one (1) nonprofit organization that will be included on a pre-approved list provided by Sponsor to receive a \$1,000 donation; and (iii) one conference registration to the Tableau Conference 2021 (date and location TBA) (ARV: up to \$1,895).

Total ARV of all prizes: \$31,185. All monetary amounts listed in US Dollars.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Tableau Conference 2021 prize does not include any costs associated with travel or accommodation expenses that may be incurred by winner in travelling to the Tableau Conference 2021. Tableau Conference 2021 is subject to change at any time. Sponsor reserves the right, including without prior notice, to make any change to the Tableau Conference 2021 event at any time for any reason (including modification of the schedule or content of, or cancellation of, any session, breakout, keynote or other activity). Salesforce is not responsible for, and no reimbursement will be issued in the event of, any change to the Tableau Conference 2021 (including modification of the overall event, or the schedule or content of, or cancellation of, any session, keynote, or other activity).

Any prize details not specified herein will be determined by Sponsor in its sole discretion. Prizes cannot be transferred, redeemed for cash or substituted by the winners (for cash or otherwise) and must be accepted as awarded. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. 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 Contest. The prize consists of only those items specifically listed as part of the prize. LIMIT ONE PRIZE PER PERSON. Odds of winning depend on the number and quality of eligible entries received.

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; Poll Everywhere, Inc.; Salesforce.com, Inc.; and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfilment and marketing agencies (collectively, the "*Released Parties*") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions, public votes, or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Release Parties' reasonable control; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties; or (d) any printing or typographical errors in any materials associated with the Contest.
- **8. Use of Name, Likeness, etc.:** Except where prohibited by law, by accepting a prize, winners consent to Sponsor's use of their name, likeness, address (city and state only), statements, photograph, voice, Submission, and/or likeness for advertising, marketing, and promotional purposes related to the Contest, and for any other business purposes, in any and all media now known or later devised, worldwide and without further notice, compensation, consideration, review or consent and without regard to moral rights.
- 9. Limitations of Liability: By participating in the Contest, Entrants agree, to the fullest extent of the law, to release and hold harmless Sponsor, and its respective parent, related companies, subsidiaries, affiliates, directors, officers, employees, 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 Contest 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, moral rights, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

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 CONTEST OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST 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 CONTEST OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST 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 RENTED FROM THE SPONSOR, OR FOR SPONSOR'S OR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

- **10. Right to Terminate or Modify:** If, for any reason, the Contest is not capable of running as planned, including because of tampering, unauthorized intervention, fraud, technical failures or interruptions, force majeure, health-related quarantines, public disruptions, or any other cause beyond the control of Sponsor which may corrupt or affect the administration, security, fairness, safety, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to modify these Official Rules at any time for clarification purposes without materially affecting the terms and conditions of the Contest. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor or its agents.
- License to Submission and Footage: By entering the Contest, you represent and warrant that you either own all of your Submission (including the Data Set used to create the Submission) or you have the right to post the Submission (including the Data Set used to create the Submission) and grant the rights granted to Sponsor under these Official Rules. If you do not have these rights, or do not want to grant these rights, do not enter this Contest. By entering the Contest, you do not grant any ownership rights you may have to your Submission. However, you hereby grant to Sponsor and its designees a worldwide, irrevocable, non-exclusive, royalty-free, fully-paid, sublicenseable (through multiple tiers of distribution) and transferable license to use, reproduce, modify, distribute, prepare derivative works of, display publicly or otherwise, and perform your Submission and the Footage in connection with our business, in any media formats or in tangible form and through any media channels now known or later developed. Sponsor will have no obligation to publish or use or retain either any Submission you submit or Footage taken of you or to return any such Submission or Footage to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission or the Footage.
- **Privacy:** By participating in the Contest, you acknowledge that you have read and agree to the conditions of Sponsor's privacy policy, located at www.tableau.com/privacy, which governs the collection, use and disclosure of personal information for the purposes of this Contest. Furthermore, you consent to the collection, use and disclosure of your personal information by Sponsor and its authorized agents for the purposes of administering this Contest and prize fulfilment. For questions regarding our privacy policy, please contact us at info@tableau.com.
- **13. Governing Law:** EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST 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, U.S.A. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, U.S.A., 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.
- **14. Winner List / Official Rules:** For a copy of the Official Rules for this Contest, please visit https://www.tableau.com/iron-viz.

- **15. Sponsor:** Tableau Software, LLC, located at 1621 N 34th St, Seattle, WA 98103 is the sponsor of this Contest.
- **16. Disclaimer:** The trademarks associated with the Prize awarded under this Contest are registered or unregistered trademarks of their owners, who are not affiliated nor have endorsed this Contest. Prizes awarded under this Contest may be subject to restrictions and licenses from their manufacturers and may require additional hardware, software, service, or maintenance to use. The prize recipient shall bear all responsibility for use of such prize in compliance with the conditions imposed by the manufacturer, and any additional costs associated with its use, service, or maintenance. TABLEAU is a registered trademark of Tableau Software, LLC. The Contest and all accompanying materials are copyright © 2020 by Tableau Software, LLC. All rights reserved.
- **17. General Conditions**: By participating in the Contest, Entrants agree to comply with and be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Contest. Entrants further agree to comply with and be bound by decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right, in its discretion, to disqualify any individual it finds to be: (i) tampering or attempting to tamper with the operation of the Contest or Sponsor's web site(s); (ii) violating these Official Rules; (iii) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor's property or services; or (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. 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.
- 18. NO SOCIAL MEDIA ENDORSEMENT: This Contest is in no way sponsored, endorsed or administered by, or associated with any social media platform, including but not limited to Facebook, Twitter, Instagram, WhatsApp or LinkedIn. Any information provided in connection with the Contest is to the Sponsor; Salesforce.com, Inc.; and any of their respective parents, agents, subsidiaries, advertising and promotional agencies; any prize provider; any government employee; and any entity involved in the development, production, implementation, administration or fulfilment of the Contest, and not to any social media platform. Any use or interaction with any social media platform is subject to the terms, conditions, and policies that govern the use of those sites. You should therefore review their applicable terms and policies, including privacy and data gathering practices, before using and interacting with those sites.

Questions? email info public@tableau.com.