

## Plesk Search Quiz Sweepstake 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 Sweepstake**, entries must be submitted via the Plesk page: <https://www.plesk.com/blog/fun-and-games/plesk-search-quiz/> during the Sweepstake Period. Entrants must answer all the questions and enter name and email to qualify ("Eligible Entry"). Entry is limited to one (1) entrant per email address. 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. **Sweepstake Period.** "The Plesk Search Quiz" (the "Sweepstake") commences at **00:00 (CET) on 11.12.2019, and ends at 23:59 (CET) on 15.12.2019** (the "Sweepstake Period"). The Organizer's computer is the official time-keeping device for the Sweepstake. All entries must be received during the dates and times specified in the Sweepstake Period. Odds of winning the Sweepstake depend on the number of eligible entries received during the Sweepstake Period.
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 a Plesk merchandise package (valued at approximately 40 Euro). No substitution, assignment or transfer of the prize is permitted, except by 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.
5. **Drawing.** One (1) winner will be selected by a random-chance drawing of entries with the most correct answers. The chances of winning depend upon the number of entries received and the number of correct quiz answers. The Organizer will notify the winner on or around **17.12.2019**, via email. The Organizer is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any email account. The winner must then respond to the Organizer within two (2) days. 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. 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, 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 Sweepstake 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 Plesk shall be allowed for the duration of the sweepstake and 4 weeks thereafter.

6. **Conditions of Participation.** By submitting an entry for this Sweepstake, you agree to abide by these rules and any decision the Organizer makes regarding this Sweepstake, 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.
  
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 SWEEPSTAKE. BY ENTERING THE SWEEPSTAKE OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS THE ORGANIZER, AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/SWEEPSTAKE 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 SWEEPSTAKE 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 SWEEPSTAKE; (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 SWEEPSTAKE; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKE 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 SWEEPSTAKE 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 Sweepstake, 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 Sweepstake. 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 Sweepstake, provided that if it is not possible to award another entry due to discontinuance of the Sweepstake, 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.

9. **Privacy and Use of Sweepstake Information.** The Organizer collects personal information from you when you enter this Sweepstake. The Organizer reserves the right to use any information collected in accordance with the consent given when the data was submitted as well as in accordance to the Plesk privacy policy, which may be found at <https://www.plesk.com/legal/#privacy-policy>.

For the purpose of this sweepstake, Plesk uses the Google service “reCaptcha” in order to make sure that Plesk is dealing with a human being and not a computer, who enters data into the form. On basis of the following data, the Google service determines whether you are a human being or a computer:

IP address of the used device, the website you are using and on which the captcha has been placed, the date and duration of your visit, your browser properties and operating system, your Google account (if logged-in), mouse movements across the reCaptcha as well as questions related to the identification of pictures.

Plesk is processing this data on basis of the legal justification contained in Art. 6 Section 1f) of GDPR. Plesk’s legitimate interest in this processing is based on the security of the website and the prevention of automated entries (attacks).

10. **GOVERNING LAW AND DISPUTES: THESE OFFICIAL RULES AND THE SWEEPSTAKE 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.**

11. **ORGANIZER.** Organizer of this Sweepstake is Plesk International GmbH, Vordergasse 59, 8200 Schaffhausen / Switzerland. If you have any questions about these Official Rules or the Contest, please email them to [legal@plesk.com](mailto:legal@plesk.com)