

**SMARTSHEET ENGAGE 2022 TEMPLATE CONTEST**  
**OFFICIAL RULES**

**1. NO PURCHASE.** NO PURCHASE NECESSARY TO ENTER THE CONTEST.

**2. ENTRY PERIOD.** The Contest entry period commences on Wednesday, August 24, 2022 at 12:00pm PST and lasts until Friday, September 30, 2022 at 5:00pm PST (the “**Contest Period**”).

**3. ELIGIBILITY.** The Contest is open to individuals, who at the time of entry: (i) are over the age of 18; (ii) are a Smartsheet User (as that or such similar term is defined in the agreement governing your access to and use of Smartsheet online service); (iii) have accepted these Contest Rules; and (iv) are not otherwise restricted from entering the Contest. Directors, officers, employees, contingent staff, together with members of their immediate families (parents, children, siblings, and spouses of each) and/or those living in their households, of Smartsheet and any of its affiliated companies, agents, professional advisors, advertising agencies, are not eligible to win a prize. There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

**4. ENTRY.** To enter the Contest, you must submit a “solution” to Smartsheet’s Engage 2022 Template Contest via the [ENGAGE '22 Template Contest - Submission Form](#) in accordance with the instructions and requirements provided therein or as otherwise generally provided by Smartsheet (“**Contest Guidelines**”).

You will be required to provide certain information including, but not limited to, your name and other contact information. Your entry may be used by Smartsheet for any legitimate business purpose and in accordance with the terms of Exhibit A attached hereto. Entries received before or after the Contest Period will not be valid. BY ENTERING THE CONTEST, YOU HEREBY AGREE TO THESE OFFICIAL RULES. Smartsheet reserves the right, in its sole and absolute discretion, to disqualify any entries that are incomplete, invalid, illegible, or inappropriate for any reason.

**5. PRIZE DETAILS.** Four (4) winning entries will be selected to win two (2) passes each to Smartsheet Engage 2023 (the “Prize”). The estimated total value of the prize is \$1,600 USD. ALL COSTS AND TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE IS THE SOLE RESPONSIBILITY OF THE WINNER. Upon written request, Smartsheet will provide a statement of the value of the prize and the winner will be responsible for any tax reporting required in their jurisdiction of residence. The prize package must be claimed within five (5) days after delivery of notification by Smartsheet of a winning entry or it will be forfeited and awarded to an alternate winner. A prize is not transferable and may not be redeemed for cash. No substitutions or exchanges of a prize will be permitted, except that Smartsheet reserves the right to substitute a prize of equal or greater value for any prize. A prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). For the avoidance of doubt, the prize does not include any travel, meals or accommodations not expressly set forth in these Official Rules.

If you are selected as a winner, in addition to the Prize, you will also be eligible to receive the following additional benefits: (i) your solution being published to the Smartsheet Template Gallery, (ii) your own customer showcase to be featured among other Smartsheet customer success stories, and (iii) a unique badge to display within your [Smartsheet Community](#) account.

**6. DETERMINATION OF A WINNER.** The entries will be judged by a panel of seven (7) judges for the most creative and/or inspiring answer. The judges will select one (1) winning entry for each of the four (4) patterns (“Project & Processes”, “Requests”, “Team & Resources”, and “Lists”; collectively referred to as the “Patterns”). More information on the specific Patterns is provided in the Contest Guidelines. The decision of the panel of judges (acting reasonably) will be final.

Smartsheet will provide the full names of the judges, on request, within one month after the Closing Date of the contest to individuals who request details of the judges and who encloses a self-addressed envelope to: Smartsheet Inc., 500 108th Ave. NE, Ste. 200, Bellevue, WA 98004.

The winner will be notified via email on or around Thursday, October 27, 2022. The winner may then be asked to provide additional information, including a mailing address for the purposes of execution of any necessary documentation and prize delivery.

All entrants, entries, and status as the Contest winner are subject to verification by Smartsheet and audit for compliance with these Official Rules. In the event that verification efforts or an audit produces evidence of non-compliance of the winning entry or the

entrant who submitted the winning entry as determined by Smartsheet in its sole discretion, Smartsheet reserves the right to disqualify the entry and/or entrant.

Except where prohibited, the winner may be required to sign and return an affidavit of eligibility (including acceptance of these Official Rules) and release of liability and publicity rights (unless prohibited by law), and any other requested documents within the time period stipulated. Failure to comply with this requirement may result in disqualification. Proof of identity and age may be required to claim a prize.

#### **7. Ownership of competition entries and intellectual property rights**

Except to the extent explicitly stated herein, all competition entries and any accompanying material submitted to Smartsheet will become the property of Smartsheet on receipt and will not be returned.

By submitting your competition entry and any accompanying material, you agree to:

- (a) assign to Smartsheet all your intellectual property rights with full title guarantee; and
- (b) waive all moral rights,

in and to your entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

You agree that Smartsheet may, but is not required to, make your entry available on its social media platforms and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant Smartsheet a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

Smartsheet may use the information you submit in your competition entry and any accompanying material to contact you regarding products, events, or opportunities that Smartsheet determines may be of interest to you. Smartsheet's Privacy Notice, referenced in greater detail in Section 12 below, provides relevant information and mechanisms for exercising an individual's rights under applicable privacy laws.

**8. DISCLAIMER.** Smartsheet and its affiliated companies, as well as their respective directors, officers, employees, agents, professional advisors, advertising and promotional agencies (collectively, the "Released Parties") will not be responsible for: (i) any late, lost, misrouted, garbled or distorted or damaged entries; (ii) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (iii) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Smartsheet or by non-authorized human intervention; (iv) any errors in any materials associated with the Contest; or (v) any participation or inability to participate in the Contest. Smartsheet and the Released Parties expressly disclaim any and all warranties of any kind in connection with the Contest.

**9. LIMITATION OF LIABILITY.** Insofar as is permitted by law, Smartsheet, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of Smartsheet its agents or distributors or that of their employees. Your statutory rights are not affected.

By entering the Contest, you agree that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, not to exceed \$50.00; and (iii) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental or consequential damages.

**10. RELEASE.** By entering the Contest, you release Smartsheet 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 Contest, including delivery, an error in delivery, acceptance, possession, use or misuse of or inability to use any prize.

**11. CONDUCT.** BY ENTERING AND PARTICIPATING IN THIS CONTEST, YOU: (A) AGREE TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF SMARTSHEET (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES; (B) REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH THE CONTEST IS TRUE, ACCURATE AND COMPLETE; (C) REPRESENT AND WARRANT THAT YOU ARE ELIGIBLE TO ENTER THE CONTEST AND THAT YOUR ENTRY MEET THE REQUIREMENTS SET FORTH HEREIN; AND (D) AGREE TO COMPLY WITH ALL APPLICABLE LAWS.

SMARTSHEET RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS CONTEST OR ANY FUTURE SMARTSHEET PROMOTIONS, ANY INDIVIDUAL IT SUSPECTS: (A) TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST; (B) TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR SMARTSHEET'S PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; (C) TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS SMARTSHEET OR ANY OTHER PERSON; (D) TO HAVE FAILED TO AGREE TO THESE OFFICIAL RULES; OR (E) TO BE IN VIOLATION OF THESE OFFICIAL RULES. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SMARTSHEET BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SMARTSHEET RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION. SMARTSHEET RESERVES THE RIGHT TO LOCK OUT PERSONS WHOSE ELIGIBILITY IS IN QUESTION OR WHO HAVE BEEN DISQUALIFIED OR ARE OTHERWISE INELIGIBLE TO ENTER THE CONTEST. SMARTSHEET ALSO RESERVES THE RIGHT TO PERMANENTLY DISQUALIFY FROM ANY CONTEST IT SMARTSHEETS ANY PERSON IT BELIEVES INTENTIONALLY VIOLATED THESE OFFICIAL RULES.

**12. PRIVACY.** Information and materials submitted to Smartsheet or otherwise collected by Smartsheet in connection with this Contest will be treated in accordance with Smartsheet's privacy policy available at: <https://www.smartsheet.com/privacy>. Notwithstanding the foregoing, you acknowledge and agree that information received from or about you in connection with your participation in the Contest may be shared with third parties involved in the execution, administration or hosting of the Contest.

**13. THIRD PARTY POLICIES.** It is your responsibility to review, understand and abide by your employer's policies regarding eligibility to participate in the Contest. If an entrant is found to be in violation of such policies, then the entrant will be disqualified from participating in the Contest and being awarded or retaining any prize.

**14. WINNER LIST.** To request the winner's name, send a self-addressed, stamped envelope by Thursday, October 27, 2022 to: Smartsheet Inc., Attn: Winner List Requests – Solution Template Contest, 500 108th Ave. NE, Ste. 200, Bellevue, WA 98004.

**15. MISCELLANEOUS.** You agree to be bound by these Official Rules and by the decisions of the Judges, which are final and binding in all respects. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Smartsheet's sole discretion. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the State of Washington, USA without regard to principles of conflicts of law and you consent to exclusive jurisdiction and venue of the federal courts in Seattle, Washington, USA for any disputes arising out of the Contest. Smartsheet reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or your participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Smartsheet's control affect the administration, security or proper play of the Contest, or Smartsheet otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. If terminated, Smartsheet may, in its sole discretion, determine a winner from among all non-suspect, eligible entries received up to the time of such action using the procedure outlined above. Smartsheet's failure to enforce any term of these Official Rules shall 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. If you have any questions about these Official Rules or the Contest, please email them to: [legal@smartsheet.com](mailto:legal@smartsheet.com).

**16. SPONSOR.** Smartsheet Inc., 500 108th Ave. NE, Ste. 200, Bellevue, WA 98004, is the sponsor of this Contest.

## Exhibit A: Content & Promotion

This Exhibit A is incorporated into and forms a part of the attached Smartsheet Engage 2022 Template Contest Official Rules and is applicable only if you are selected as a winning entrant AND to be featured by Smartsheet in a customer showcase or other content and promotion endeavors. Capitalized terms not defined herein shall have the meanings set forth in the Contest Rules.

- 1. Purpose.** You agree to participate and provide materials and information in each of the promotional activities checked in the table below (each, an “**Activity**”) in support of Your winning entry to the Contest.
- 2. Content Use Grant.** You grant Smartsheet a worldwide, perpetual, revocable right and license to (a) use any contributions, information, solutions in the form or otherwise provided by You in connection with an Activity (collectively, “**Licensed Content**”); and (b) create content, recordings, or other materials or organize presentations, performances, or other events that use Licensed Content, or derived portions therefrom (collectively, “**Smartsheet Content**”), for the purpose of promoting Smartsheet products, services, or events or any other lawful business purpose. Smartsheet may engage third parties to act on its behalf in connection with its rights and obligations under this Agreement provided that Smartsheet is responsible for such third parties’ acts and omissions in relation to Smartsheet’s obligations under this Agreement.
- 3. Review of Smartsheet Content.** Prior to the first public release of any Smartsheet Content, Smartsheet will obtain Your written approval of the final form and version of Licensed Content as used in or with Smartsheet Content, which approval shall not be unreasonably withheld provided that the Smartsheet Content is accurate and appropriate. Thereafter, Smartsheet will not be required to obtain Your prior approval for subsequent uses in connection with Activities.
- 4. Ownership.** As between Smartsheet and You, Smartsheet will own all rights (including copyright), title, and interest in and to Smartsheet Content, except for any Licensed Content incorporated, used, and reproduced therein.
- 5. Content Retention; Term.** Smartsheet will retain Licensed Content, and any copies thereof, as long as reasonably necessary to exercise its rights and fulfill its obligations under this Agreement. You may, at any time upon thirty (30) days written notice, terminate this Agreement and request that Smartsheet discontinue use of the Licensed Content, including Licensed Content contained in Smartsheet Content.
- 6. Smartsheet Representation and Warranty.** Smartsheet represents and warrants that it has the necessary authority to enter into this Agreement and that Smartsheet shall comply with applicable laws and regulations to the extent such laws and regulations apply to Smartsheet’s processing of Licensed Content.
- 7. Your Representation and Warranty.** You represent and warrant that it has all rights, permissions, and consents necessary to grant a right and license to use Licensed Content and, by approving Smartsheet’s use of Licensed Content under Section 4 of this Agreement, You affirm that any statements made in the Licensed Content are accurate and, if based on opinions or experiences, are offered or described in good faith.
- 8. Release; Indemnity.** You release Smartsheet from any claims relating to the use of the Licensed Content provided that such use is in accordance with the right and license granted under this Agreement. You will defend and indemnify Smartsheet and its employees and contractors from any third-party claims arising out of or related to the Licensed Content.

### 9. Selected Activities.

Activity	Content	<i>Tick box to agree</i>
<b>Written Case Study</b>	A written version of a case study describing Your experience with its use of Smartsheet technologies	<input checked="" type="checkbox"/>
<b>Video Case Study</b>	A video version of a case study describing Your experience with its use of Smartsheet technologies	<input checked="" type="checkbox"/>
<b>Press Release</b>	A release issued to press and media in order to make a newsworthy announcement relating to Your experience with its use of Smartsheet technologies	<input checked="" type="checkbox"/>

<b>Testimonial</b>	A brief written version of Your Smartsheet use case that may be shared publicly	<input checked="" type="checkbox"/>
<b>Press or Analyst Interviews</b>	Share Your story in press or analyst interviews, which may include Smartsheet's quarterly earnings calls	<input checked="" type="checkbox"/>
<b>Webinar or User Group</b>	Participate in an educational webinar or user group (in-person or virtual)	<input checked="" type="checkbox"/>
<b>Other:</b> _____		<input type="checkbox"/>