

Ericom Software Secure Browsing Survey Giveaway Official Rules

- Sponsor.** Sponsor of this promotion is Ericom Software Inc., 231 Herbert Avenue Ste 4, Closter, NJ 07624. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at marketing@ericom.com during the Promotion Period.
- Eligibility.** In order to be eligible, participants must be legal residents of Great Britain, the 50 United States, including the District of Columbia, and Canada (except Quebec) who have attained the age of majority in their jurisdiction of residence (the "Entrant") with a valid email address (prize will be delivered via email). Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law or where participation is restricted by the Entrant's employer.
- Requirements.** To be eligible for a potential prize as part of the promotion, entrants must: (i) complete the Ericom Software Secure Browsing Survey during the Promotion Period, which can be found online at <http://survey.constantcontact.com/survey/a07efe5c4e1jh7qqe4y/a002jha2wb3z/questions>; (ii) provide a valid email address (for receipt of Winner Notification and Prize); and (iii) meet all other conditions set for in these Official Rules.
- Promotion Period.** This promotion begins on May 17 at 12:00 GMT and ends on July 31 at 12:00 GMT (the "Promotion Period"). Sponsor's systems are the official time-keeping devices. All Raffle tickets must be placed during the Raffle Period in the container designated by Sponsor. Odds of winning depend on the number of entries submitted and received during the Raffle Period.
- Prize.** There will be one Winner selected to receive an Amazon.com@1 electronic claim codes, valued at \$100.00 (in United States Dollars). No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable value. Winner is responsible for all taxes, charges (including insurance) and fees associated with the receipt and/or use of the prize. Failure to comply with the Official Rules will result in forfeiture of the prize.
- Determining Winner.** The Winner of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted about 2 weeks after the Promotion Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.
- Winner Notification:** Winner will be notified by email at the email address provided in the Entry Information approximately 1 week after the random drawing. Potential Winner must accept the prize by email as directed by Sponsor within 30 days of notification. Sponsor 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. Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents").
- Conditions of Participation.** By participating, you agree to abide by these terms and conditions and any decision Sponsor makes regarding this promotion (including awarding of any prize), which Sponsor shall make in its sole discretion. Sponsor reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in Sponsor's reasonable suspicion, tampers the entry or Raffle process, violates these terms and conditions, or acts in an unsportsmanlike or disruptive manner. By submitting an entry for this promotion, you also agree to receive marketing communications from Sponsor and its affiliates where permissible by law.

¹ Amazon.com is not a sponsor of this promotion. Amazon, Amazon.com, and the Amazon.com logo are trademarks of Amazon.com, Inc. or its affiliates.

By entering or accepting any prize, winner allows Sponsor to use the winner's name, photograph, likeness, prize information, and biographical information for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited, participation constitutes participant's consent to Sponsor's use of participant's name, likeness, and biographical information for promotional purposes in any media without further payment or consideration.

9. **Disqualification and Termination.** Participants found engaging in any of the following activities may be disqualified and ineligible for any prize: (i) tampering with, disrupting, or attempting to disrupt, or any unauthorized use, misuse or abuse of any aspect of an entry; (ii) violating any applicable law; (iii) allowing any unauthorized person to use your email address or other account related to an entry; (iv) attempting to perpetuate fraud on the Raffle through false identification or email addresses, false registration, false impersonation or any other means; (v) failing to provide complete and accurate information required for payment of incentives and/or tax reporting purposes; or (vi) for any other breach of these terms and conditions. Termination for any of these reasons may also subject participant to civil and criminal penalties and may result in legal action. Sponsor may invalidate participation in an entry if the participant does not meet eligibility requirements.
10. **Disclaimer, Release and Limit of Liability.** NEITHER SPONSOR NOR ANY OTHER RELEASED PARTY (AS DEFINED BELOW) MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE RAFFLE. BY PARTICIPATING IN THE SWEEPSTAKES OR RECEIPT OF ANY PRIZE, EACH PARTICIPANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION 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 (TO THE GREATEST EXTENT PERMITTED BY LAW), ARISING OUT OF PARTICIPATION IN THE RAFFLE 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 PARTICIPANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE RAFFLE; (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 RAFFLE; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE RAFFLE; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPANT'S PARTICIPATION IN THE RAFFLE OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. If for any reason a participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is to re-submit or submit another entry in the Raffle, provided that if it is not possible to award another entry due to discontinuance of the Raffle, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all participants 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. Sponsor reserves the right to cancel, amend, or suspend the Raffle at any time, with or without prior notice, including if the Raffle encounters any unexpected problems.
11. **Privacy and Use of Sweepstakes Information.** Sponsor collects personal information from you when you enter this promotion. Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at <http://www.ericom.com/privacy.asp>.
12. **GOVERNING LAW AND DISPUTES. THESE OFFICIAL RULES AND THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY AND THE UNITED STATES AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE IN THE COUNTY OF BERGEN COUNTY, NEW JERSEY. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW JERSEY. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF BERGEN COUNTY, NEW JERSEY, UNITED STATES. 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.**
13. **Winner List/Official Rules.** To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to Ericom Software Inc., Ericom Software Secure Browsing Survey Prize Draw Winners List Request, 231 Herbert Avenue Ste 4, Closter, NJ 07624. Requests for the names of the winners must be received no later than 90 days after the Promotion Period has ended.