

# **MAPBOX MAPTOBER 2021**

## **OFFICIAL Challenge RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

The Mapbox Maptober 2021 challenge (the “Challenge”) is a raffle-based challenge sponsored by Mapbox, Inc., with a principal address of 740 15th Street N.W., Suite 500, Washington, D.C. 20005 (“Sponsor”). The Challenge is subject to applicable federal, state and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

As a condition of participating in the Challenge, you acknowledge that these official rules (“Official Rules”) constitute a binding agreement between you and the Sponsor and agree to be fully and unconditionally bound by (i) these Official Rules; (ii) the Terms of Service (“Terms”) of the Company’s website, available at <https://www.mapbox.com/legal/tos> (“Website”); (iii) the Company’s privacy policy, available at <https://www.mapbox.com/privacy/#start> (“Privacy Policy”); and (iv) the decisions of the Company and the Judge(s), as defined in Section 7, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Challenge or these Official Rules.

### **1. TWITTER®, LINKEDIN®, INSTAGRAM® AND FACEBOOK® DISCLAIMER:**

As a condition of participating in the Challenge, you agree and acknowledge that Twitter, Inc., LinkedIn Corporation, Instagram, LLC and Facebook, Inc. and their respective owners directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the “Social Networking Group”) are not sponsors of the Challenge nor do they endorse or administer the Challenge, nor are they in any way associated with the Challenge. All questions regarding the Challenge must be directed to Sponsor, not the Social Networking Group. You also agree that as a condition of participating in the Challenge, you shall release the Social Networking Group from any and all liability arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Challenge, acceptance, use, or misuse of the Prize, as defined in Section 8, or the broadcast, exploitation, or use of an entry.

### **2. ELIGIBILITY:**

Subject to these Official Rules, the Challenge is open only to: (i) lawful citizen or permanent legal U.S. residents physically residing in the fifty (50) United States of America and the District of Columbia; (ii) who are at least eighteen (18) years old as of the date of entry, or older as may be applicable in your jurisdiction; (iii) not a person barred from participating in the Challenge under the laws of the United States or your local jurisdiction; and (iv) at all times abide by these Official Rules.

Employees of Sponsor and its parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity or individual involved in the development or administration of this Challenge, and their immediate family members or household members are not eligible to

participate in or win the Challenge. “Immediate family” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. “Household members” shall mean those people who share the same residence at least three (3) months a year.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY. This Challenge is void where prohibited or restricted by law, including but not limited to jurisdictions with laws that would require registration, disclosure, filing, trust account, or posting of a bond, or any other requirements, that are not satisfied by these terms and conditions.

### **3. ENTRY PERIOD:**

The Challenge begins at 12:00am Pacific Time on October 21st, 2021 and ends at 11:59pm Pacific Time on November 12th, 2021 (“Entry Period”). Each week of the Challenge during the Entry Period there shall be a “Weekly Drawing Period” (Thursday at 12:01am to Thursday at 11:59pm Pacific Time) with a corresponding drawing to be held each Friday after 2:00pm Pacific Time for eligible entries submitted during that Weekly Drawing Period. To be eligible, an entry must be received during the Weekly Drawing Period within the Entry Period. Pacific Time shall control for all purposes of the Challenge. The Sponsor’s computer shall be the official clock for purposes of the Challenge.

### **4. HOW TO ENTER:**

No purchase or payment is necessary to participate in the Challenge. During the Entry Period, eligible individuals may enter the Challenge by visiting the Challenge webpage (<https://www.mapbox.com/maptober>) and completing the following entry categories during the Weekly Drawing Period (each entrant may complete up to a maximum of 4 entries during each Weekly Drawing Period by completing each of the following categories):

#### **i. Twitter Entry**

Publicly tweet about participation in a Maptober activity using ‘@mapbox’ and #maptober in the post. Maptober activities include:

- (1) Attending one of the three Maptober workshops, or
- (2) Sharing a skill-based challenge promoted by the Maptober email campaign, the Maptober website, or the Maptober webinar series.

#### **ii. Attend a Maptober Webinar**

Sign up to attend a Maptober webinar series. The Maptober challenge includes a three-part webinar series.

#### **iii. Skills-Based Submission**

Submit a completed skill-based Maptober challenge at <https://www.mapbox.com/maptober>. Completed submissions must be posted by 11:59pm Pacific Time on Thursday of the applicable Weekly Drawing Period.

iv. **Alternative Method of Entry**

During the Entry Period you may also enter the Challenge by mailing a single postcard with your name, email address and contact information to the following address (this postcard must be received by the conclusion of the Weekly Drawing Period to be eligible for that week's drawing):

Mapbox, Inc.  
ATTN: Maptober 2021 Challenge  
740 15<sup>th</sup> St. NW  
5<sup>th</sup> Floor  
Washington, DC 20005

Multiple entrants that submit the same content will be disqualified. All entries must be received on or before 11:59pm Pacific Time on Thursday of the applicable Weekly Drawing Period to be eligible for the Challenge.

Sponsor expressly reserves the right to disqualify any entries that it believes in good faith are generated by an automated means or scripts. Entries generated by script, macro or other automated means are void. Sponsor is not responsible for incorrect or inaccurate transcription of entry information, computer, online or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, without limitation, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor's sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete, late or undeliverable entry. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

By submitting an entry, you agree that the content included in your entries and any other information provided by you or collected by Sponsor in connection with the Challenge may be used by Sponsor in accordance with Sponsor's [Terms of Service](#) and [Privacy Policy](#) and may be shared with Sponsor's affiliated business entities. In the event of a dispute over who submitted a winning entry, the authorized account holder of the email address provided at the time of entry will be deemed to be the entrant. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

For all entrants who: (i) submit an entry under Section (iii) Skills-Based Submission above; (ii) provide the name of a Mapbox customer account; and (iii) use such Mapbox customer account during the Maptober Challenge, then Mapbox will provide a credit of up to five hundred dollars (\$500) to be applied any usage of Mapbox Services by that customer account during the Entry Period.

Any usage over five hundred dollars (\$500) during the Entry Period will be billed to the applicable customer account in accordance with the applicable customer's then-current Order, or our publicly available pricing currently located at [www.mapbox.com/pricing](http://www.mapbox.com/pricing), as applicable.

#### **5. GRANT OF RIGHTS:**

You hereby irrevocably grants Sponsor a non-exclusive, non-transferable, royalty-free perpetual license (with the unlimited right to sublicense) to use and display your entry for any and all purposes in any and all media channels without limitation, worldwide and without additional compensation, notice or approval.

#### **6. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:**

You hereby confirm that: the entry is your original creation; the entry was not copied (in whole or in part) from any other work; you have obtained a binding written release from (and signed by) every other person or copyright holder who (or whose work is) shown in the entry, as necessary to grant Sponsor the rights provided herein; the entry does not infringe or violate any copyright right, trademark right, publicity right, privacy right or other proprietary right of any person or entity (including without limitation, any property owner); and Sponsor will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, publication, distribution or exploitation of any entry.

You also hereby agree to indemnify and hold Sponsor harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements hereunder.

#### **7. WINNER SELECTION AND NOTIFICATION:**

All eligible entries, in accordance with these Official Rules will be entered into a raffle and four entrants from this raffle will be chosen as winners for each Weekly Drawing Period. Eligible entries shall only be included in the drawing for the Weekly Drawing Period during which the entry is received. Following expiration of the Weekly Drawing Period, Sponsor in its sole discretion shall determine the number of raffle tickets earned by each entrant for each category of entry (if any) during that Weekly Drawing Period. From the total raffle tickets earned by all entrants for each category of entry during that Weekly Drawing Period, Sponsor shall, by random drawing, determine the winner of each of the categories' respective prizes (as detailed below). A drawing shall occur once each week after the conclusion of the Weekly Drawing Period, in respect of each category and prize. Entrants shall be eligible for a single prize in each category for which it is determined by Sponsor, in its sole opinion, that entrant has earned a raffle ticket during the applicable Weekly Drawing Period (e.g. if the same entrant submitted eligible entries for all 4 categories of entry during a Weekly Drawing Period, they could receive each of the 4 prizes for the different categories). No eligible entries for an applicable Weekly Drawing Period will be considered to roll-over or otherwise be included in a subsequent Weekly Drawing Period.

Sponsor shall undertake the random draw for each prize on Friday after 2:00pm Pacific Time, following the conclusion of the applicable Weekly Drawing Period, in the presence of at least one (1) independent third party who will oversee the drawing. Sponsor reserves the right to verify the identity and accuracy of submitted information of a winner and all relevant related parties prior to awarding a prize.

Winners will be notified by email; provided, however, that Sponsor reserves the right to determine an alternate method of notification. Winners must claim their Prize within 30 days after the date of notification. A Challenge winner's failure to respond to the notification within the specified 30 days will be considered such Challenge winner's forfeiture of the Prize. If an entrant is found to be ineligible or forfeits the Prize, an alternate winner may also be selected at Sponsor's sole and absolute discretion. If Sponsor decides to select an alternate potential winner, the alternate will be determined in sequential order as to the next highest scored entrant per category pursuant to the Judging Criteria.

## **8. PRIZES:**

Subject to verification of eligibility and compliance with these Official Rules, the winner of each of the entry categories during each applicable Weekly Drawing Period will receive the following:

Four Raffle Winners will each receive the following:

- i. One (1) \$100.00 cash prize (\$100.00);
- ii. One (1) Mapbox-branded shirt and sticker pack (\$10.00);

The actual retail value for the Prizes are estimates made before the Challenge begins and may vary. If the actual retail value of a Prize is less than or greater than the stated actual retail value, the Prize winner will not receive the difference. No alternative gifts or other substitutions are permitted except as shown above or as determined by Sponsor in its sole discretion.

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. ALL OTHER COSTS AND EXPENSES RELATED TO THE PRIZE NOT SPECIFIED HEREIN AND OTHER EXPENSES INCURRED BY ACCEPTING THE PRIZE ARE ALSO THE SOLE RESPONSIBILITY OF THE WINNER. ANY REQUIRED TAX REPORTING FORMS WILL BE FURNISHED TO THE APPROPRIATE AUTHORITIES. WINNERS MAY BE REQUIRED TO PROVIDE THEIR SOCIAL SECURITY NUMBER OR TAX ID FOR TAX REPORTING PURPOSES IF THE SPONSOR IS REQUIRED TO FILE AN IRS FORM 1099 WITH THE INTERNAL REVENUE SERVICE FOR THE FAIR MARKET VALUE OF A PRIZE AWARDED AND ACCEPTED.

## **9. PRIZE RESTRICTIONS:**

No more than the number of Prizes stated in these Official Rules will be awarded. The winner is a potential winner until verified by Sponsor. Winning a Prize is contingent upon accepting these Official Rules and fulfilling all requirements of these Official Rules. All Prize details are at the sole and absolute discretion of Sponsor and any depiction of Prizes, in promotional materials or otherwise, is for illustrative purposes only. No transfer, refund, cash redemption, substitution, replacement or cash equivalent for a Prize or any Prize component will be made, except that

Sponsor at its sole and absolute discretion may substitute a Prize of equal or greater value for any reason, including but not limited to instances where any aspect of a Prize is unavailable or any Prize related event is delayed, cancelled or postponed. Sponsor shall have no responsibility or obligation to a Prize winner or a potential winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. The prizes cannot be transferred or assigned and are personal to the winners. In the event of non-compliance with these Official Rules, or if the Prize is unclaimed, the Prize will be forfeited. Any forfeited Prize may be awarded to an alternate winner, at Sponsor's sole and absolute discretion.

Prize must be claimed in and shipped to an address in United States of America, including the District of Columbia, in which participation in the Challenge is unrestricted by law or in which residents of are not blocked from participating in the Challenge, except in Sponsor's sole and absolute discretion. All Prizes will be delivered to the winner by regular mail, United States Postal Service or courier such as Federal Express (to deliver a prize, Sponsor may be required to provide certain information about the entrant to third parties, including but not limited to the entrant's name and address. The entrant hereby authorizes Sponsor to provide any personal information about the entrant to third parties to the extent necessary to deliver a Prize to the entrant). Type of delivery service will be at the sole and absolute discretion of Sponsor. Please allow six (6) to eight (8) weeks for delivery from the date the potential winner has completed all forms necessary and has been verified as a winner. Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prizes. Sponsor assumes no liability for non-deliverability.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### **10. ODDS OF BEING SELECTED AS THE PRIZE WINNER:**

The odds of being selected the Prize winner will depend on the number of eligible entries received during the Entry Period and the quality of the entries submitted, as judged by the criteria in Section 7.

#### **11. PUBLICITY RELEASE AND USE OF PERSONAL INFORMATION**

Except where prohibited by law, by participating in this Challenge and/or accepting a Prize, you grant Sponsor and its designees the right to use your name, photograph, likeness, statements, biographical information, testimonials, personal story, voice, address, and other identifying information for any and all commercial purposes of the Sponsor, including, without limitation, advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission.

You further acknowledge that by participating in this Challenge and/or accepting a Prize, you will be sharing your personal information with Sponsor and consent to Sponsor disclosing your

personally identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list) and for other uses as described in Sponsor's respective Privacy Policy. Please refer to Sponsor's Privacy Policy for important information regarding their collection, use and disclosure of personal information. Sponsor is not responsible for disclosures made by any third party.

## **12. GENERAL CONDITIONS AND RELEASES:**

By entering the Challenge or accepting a Prize, you agree to conform to all federal, state and local laws and regulations. When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to Sponsor, within ten (10) business days, an Affidavit of Eligibility and a Liability and Publicity Release drafted by Sponsor to be eligible for the Prize or an alternate winner will be selected. Winners may be required in Sponsor's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable Prize. Winner may also be required to furnish proof of identity, address and birth date in order to receive a Prize.

An entrant or winner may be disqualified from the Challenge if he or she fails to comply with each provision of these Official Rules, as determined in the sole discretion of the Sponsor. Participation in the Challenge is at entrant's own risk. Sponsor shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Challenge; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading any application or otherwise in connection with this Challenge; or (5) any warranty with respect to any Prize or any component thereof. THE PRIZES ARE AWARDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZES.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR AND/OR ITS VENDORS SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS), (B) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (C) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

By entering the Challenge, you agree to and hereby do release and hold harmless Sponsor and the Social Networking Group and their respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession and/or use of any Prize or your participation in this Challenge, or from any misuse or malfunction of any Prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. Any person attempting to defraud or in any way tamper with this Challenge may be prosecuted to the full extent of the law. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Challenge should viruses, bugs or other causes beyond their control corrupt the administration, security or proper operation of the Challenge. In the event of cancellation or suspension, Sponsor shall promptly post a notice on Sponsor's website to such effect.

**13. EXTENDED MEANINGS; CURRENCY; FORCE MAJEURE:**

Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America. The Company is not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Official Rules when the delay or failure is due to weather, event cancellations, fires, strikes, floods, acts of God or the state's enemies, lawful acts of public authorities, delays or defaults caused by common carriers, or other events that cannot reasonably be foreseen or provided against.

**14. SEVERABILITY/WAIVER:**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Company's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

**15. DISPUTES:**

By participating in this Challenge, you agree that: (i) this Challenge shall be governed by California law, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California; (ii) any and all disputes, claims, and causes of action arising out of or connected with this Challenge, or any Prize awarded shall be resolved individually, without resort to any form of class action; and (iii) that any dispute or litigation arising from or relating to this Challenge shall be determined by binding arbitration only in San Francisco, California, by and under the Streamlined Arbitration Rules and Procedures of JAMS, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such

provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable.

**16. WINNERS' LIST:**

To receive a complete list of winners or a copy of the Official Rules, within six (6) months after the end of the Entry Period, send a self-addressed stamped envelope to:

Mapbox, Inc.  
ATTN: Maptober Challenge 2021 Winners' List  
740 15th St. NW  
5th Floor  
Washington, DC 20005  
USA

**17. OPT-OUT:**

If you do not wish to receive any further notices from the Company or our affiliated merchants or companies regarding future contests or promotional offerings, please send your name and address to:

Mapbox, Inc.  
ATTN: Opt-Out  
740 15th St. NW  
5th Floor  
Washington, DC 20005  
USA

**18. SPONSOR:**

The sponsor of the Maptober challenge is Mapbox, Inc., with a principal address of 740 15th Street N.W., Suite 500, Washington, D.C. 20005.