

# WhatsUp Gold REST API Contest 2021

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.**

**1. ELIGIBILITY.** The Progress Software Corporation (“Progress”) “WhatsUp Gold REST API Contest” (the “Promotion”) is open to users of Progress WhatsUp Gold who are at least eighteen (18) years of age or the age of legal majority in his or her state or jurisdiction of primary residence at the time of submission (whichever is older) with access to the Internet. The Promotion is subject to all applicable federal, state, provincial and local laws and regulations. The Promotion is void wherever it may be prohibited or restricted by law. Employees of Progress, subsidiaries, affiliates, its parent company, and agents, as well as the immediate family (spouse, parents, siblings, and children) and household members of each employee are not eligible. Participants must NOT be under any contractual or other legal obligation that would conflict with this Promotion or these Official Rules.

**2. ENTRY PERIOD.** The Promotion will begin on March 3, 2021 at 9:00 AM EST and end on April 28, 2021 at 9:00 AM EST (the “Promotion Period”).

**3. ENTRY.** To enter the Promotion, you must submit a description of a solution to a business problem using the WhatsUp Gold REST API. Actual code is not required, just a description of how integration with WhatsUp Gold or automation of WhatsUp Gold (or both) could solve a business problem. Submissions must be made directly to the WhatsUp Gold REST API discussion group on the Progress Community at this link: [WUG Rest API Code Share Area](#) with the words “Contest Entry” in the subject line. By entering the Promotion, you acknowledge your consent to receive marketing emails and other communications from Progress and its affiliates. You may unsubscribe from these marketing communications at any time via the links found in the communication itself. Please review the “DETERMINATION OF WINNERS” section for details on how winners will be selected.

Contestants may submit as many entries as they wish, but only one (1) will be considered eligible for the grand prize awards. By participating in the Promotion, you demonstrate your full and unconditional agreement to these Official Rules and to the decisions of Progress in relation to the Promotion, which are final and binding.

**5. PRIZES** All participants submitting an entry will receive one (1) \$20 USD Visa Gift Card (the “Participation Prize”). All participants will also receive a unique REST API Contest community badge.

The five (5) participants (the “Winners”) submitting winning entries as determined by the Progress Judging Panel (the “Judges”) will receive a grand prize (the “Grand Prize”) consisting of one (1) Sony PlayStation 5. The retail value of the Grand Prize is approximately USD \$800. All five (5) Winners will also receive a unique REST API Contest Winner community badge.

Any prize details not specified above will be determined by Progress in its sole discretion. No cash or other substitution is allowed except by Progress, who may substitute a prize with another prize of equal or greater value, as determined by Progress in its sole discretion. The Prize is not redeemable for cash and is non-transferrable, except to a surviving spouse residing in the same household.

**6. DETERMINATION OF THE WINNERS.** All entries will be reviewed by the Judges and evaluated based on multiple factors including the following criteria:

- Creativity – how clever, unusual or ‘cool’ is the entry
- Effectiveness – how well does the entry solve the problem it’s addressing
- Utility – how useful/important to the business is the solution the entry provides

The Judges will select the five (5) entries that best meet the above criteria as Grand Prize Winners. All decisions by the Judges are final.

## **7. NOTIFICATION AND REQUIREMENT OF WINNERS.**

All participants will be emailed by Progress on April 30, 2021 with instructions on how to claim their Participation Prize.

Progress will email the winners of the Grand Prizes on May 5, 2021. If Grand Prize notification is returned as non-deliverable, or if a Winner is found not to be eligible or not in compliance with these Official Rules, disqualification will result, and an alternate Winner may be selected. All taxes, including federal, state and local taxes, and other expenses related to accepting and/or using the Prize not listed in these Official Rules, are the sole responsibility of the Winner. Except where prohibited, the Winners may be required to sign and return an affidavit (or declaration) of eligibility and a liability/publicity release. Documents, if provided and required by Progress, must be signed and returned within ten (10) days of being notified. If a Winner fails to sign and return the required documents within the required time period or is otherwise ineligible to receive the Prize, an alternate Winner may be selected in his/her place according to the selection criteria set forth above. The Winner will also be required to comply with all applicable federal, state and local laws and regulations regarding the ownership of the Grand Prize.

**8. PRIVACY AND PUBLICITY.** Except as set forth herein, all information submitted by you in the Promotion will be treated according to Progress’ Privacy Policy, a copy of which is found here: <http://www.progress.com/legal/privacy-policy>. You will also be subject to Progress’s Terms of Use, a copy of which is found here: <http://www.progress.com/legal/terms-of-use>. Except where prohibited, participation in the Promotion constitutes your consent to Progress’s use of your name, likeness, statement, and state/country of residence for promotional purposes in any media without further payment or consideration or in order to contact you as a potential winner.

**9. ENTRANT’S WARRANTIES AND REPRESENTATIONS.** By submitting an Entry, you warrant and represent: (i) the Entry is complete and accurate, (ii) the Entry does not infringe the intellectual property, privacy, publicity, or any other rights of any third party, (iii) the Entry does

not violate any law or regulation, (iv) you have the rights to freely enter the Promotion without restriction, (v) you are at least eighteen (18) years of age and the age of legal majority in your state or jurisdiction of primary residence at the time of Entry, and (vi) the Entry and your participation in the Promotion and agreement to these Official Rules do not violate any applicable policies of or contractual obligations to your school and/or employer.

**10. GENERAL CONDITIONS.** If any fraud, technical failures or any other factor beyond Progress' reasonable control impairs the integrity or proper functioning of the Promotion, Progress reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and/or determine the Winners from among all eligible Entries as of the date of termination using the procedures and criteria outlined above. Progress further reserves the right, in its sole discretion, to disqualify any participant that violates these Official Rules or interferes with this Promotion in any manner and void all associated Entries for any reason. Progress' failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforceable. By submitting an Entry, you hereby acknowledge and agree that the relationship between you and Progress is not confidential, fiduciary, or other special relationship. By submitting an Entry, you agree to release and hold harmless Progress, its officers, directors, shareholders, agents and employees (collectively "Released Parties") from any damage, loss or injury to you or any third party resulting from your participation in this Promotion or for the use or misuse of any prize or Released Parties' use of any rights granted herein, for incorrect or inaccurate transcription of Entry information, for any human or other error, for any injury to person or property, arising from your participation in this Promotion or any Promotion-related activity or from the acceptance, receipt, possession, use or misuse of any prize won except for any loss, damage or injury which is due to the negligence or willful misconduct of Progress or which otherwise cannot be excluded by law.

**11. FURTHER LIMITATIONS.** If for any reason your Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, your sole remedy is submission of another Entry. In no event shall Progress be liable for any direct, indirect, punitive, special, incidental or consequential damages incurred by you or any third party, arising out of or resulting from this Promotion or any related materials, whether in an action in contract or tort, however caused and regardless of the theory of liability, even if you have been advised of the possibility of such damages. Progress makes no representations or warranties or conditions whatsoever, in fact or in law, including but not limited to, the implied warranties or conditions of satisfactory quality, merchantability, title, and fitness for a particular purpose, whether oral, express, implied or statutory and hereby disclaims any and all warranties relating to this Promotion or any related materials.

**12. DISPUTES.** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Progress in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. Participants agree that any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action. Any

and all claims, judgments and awards shall be limited to actual reasonable out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual reasonable out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**13. SPONSOR AND PROMOTER.** The sponsor and promoter of this Promotion is Progress Software Corporation, headquartered at 14 Oak Park Drive, Bedford, Massachusetts 01730 USA. Telephone number +1 781-280-4000.

**14. OFFICIAL RULES.** These rules, terms and conditions comprise the Promotion's Official Rules and official Promotion communications or publications by Progress shall govern and apply to all participation and activity arising out of and relating to the Promotion. These Official Rules are dated as of February 24<sup>th</sup>, 2021. These Official Rules cannot be modified or superseded except in a writing by Progress, in its reasonable discretion. In the event of any inconsistency between these Official Rules and any other communication by Progress, the terms of these Official Rules shall govern. The complete Official Rules are available at [WUG Rest API Code Share Area](#)