Tableau Viz Games Singapore Contest - Official Rules

THE FOLLOWING CONTEST IS OPEN TO VALIDLY REGISTERED USERS OF TABLEAU PUBLIC WHO ARE LEGAL RESIDENTS OF SINGAPORE, MALAYSIA, THAILAND, INDONESIA, BRUNEI, VIETNAM AND MYANMAR AND MEET THE OTHER ELIGIBILITY REQUIREMENTS BELOW. DO NOT ENTER THIS CONTEST IF YOU ARE NOT A RESIDENT OF THE JURISDICTIONS OR IF YOU ARE OTHERWISE PROHIBITED BY LOCAL LAW TO PARTICIPATE IN THE SAME.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. PURCHASE OR PAYMENT WILL NOT INCREASE THE ODDS OF WINNING.

PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

- 1. Contest Description: The Tableau Viz Games Singapore Contest ("Contest") is a skill-based contest in which Tableau will award the designated prizes to the registered Tableau users who qualify as Finalists and submit the best workbooks and dashboards using Tableau Public software on a theme specified by Tableau. To be eligible to win a prize in the Contest (discussed in Section 6 below), you must be willing to travel to Singapore to compete in the Contest's final round at the Tableau Data Day Out 2019 at the Marina Bay Sands Expo & Convention Centre on August 23, 2019. Finalists are solely responsible for transportation and related travel costs of attending Tableau Data Day Out 2019 in Singapore. Admission to Tableau Data Day Out 2019 is free of charge. Contest is void where prohibited by law.
- 2. Term: The Contest begins on July 12, 2019 at 12:00:00 a.m. Singapore Time ("SGT") and ends on August 23, 2019 at 11:59 p.m. SGT (the "Term").
- 3. Eligibility: To be eligible to enter the Contest, at the time of entry you must (i) be at least the age of majority in the jurisdiction where you reside; (ii) be a validly registered user of Tableau Public (see [https://public.tableau.com] for registration information); and (iii) be a legal resident of Singapore, Malaysia, Thailand, Indonesia, Brunei, Vietnam or Myanmar ("Entrant"). Employees and representatives of Tableau Asia Pacific Pte. Ltd. ("Tableau" or "Sponsor"), its respective parents, agents, subsidiaries, advertising and promotional agencies, any prize provider, and any entity involved in the development, production, implementation, administration or fulfilment of the Contest, and their immediate family members (defined as parents, children, siblings, spouse, or life partner) and persons living in the same household, are not eligible to participate. Sponsor reserves the right to verify eligibility and to adjudicate any dispute at any time.
- 4. How to Enter: To enter the Contest, between July 12, 2019 at 12:00:00 a.m. Singapore Time ("SGT") and August 11, 2019 at 11:59:59 p.m. SGT (the "Submission Period"): (i) visit https://public.tableau.com/en-us/s/viz-games-singapore-2019 (the "Site") to review the contest rules and information; (ii) follow the instructions on the Site to register as a contestant in the Contest; (iii) properly download the Tableau Public or Desktop software and connect to (a) any publicly available government or public data set or (b) other data set that you knowingly are making publicly available without restriction (each a "Data Set"); and (iv) produce and publish a Tableau Public data visualization on the topic of "Singapore Stories Our Local Gem" and provide the URL of the visualization to Sponsor at https://public.tableau.com/en-us/s/viz-games-singapore-2019-submission (a "Submission"). Your Submission must be based solely on the Data Set you knowingly provide and authorize Tableau to make public, and the Data Set must be publicly accessible and available at all times during the Term. Your Submission must be made downloadable on request. All Submissions must comply with all Tableau terms and conditions of use, including those available at http://www.tableausoftware.com/tos.

Each Entrant may submit only one Submission. A Submission must be received by Sponsor during the Submission Period.

Submissions entered into the Contest will not be acknowledged. Proof of entry does not constitute proof of receipt by Sponsor. Only eligible Submissions actually received by Sponsor during the Submission Period will be eligible to win. Sponsor is not responsible for (i) inaccessible, lost, late, misdirected, mutilated, damaged, irregular, altered, counterfeit, fraudulent, incomplete, or illegible Submissions, which are void, or (ii) for any computer-related, online, telephonic, or technical malfunctions that may occur. Illegible, unintelligible, inaccessible, non-public, incomplete, garbled, or mutilated Submissions will be disqualified. Sponsor reserves the

right, in its discretion, to disqualify any Submissions not in compliance with these Official Rules.

By submitting your Submission as described above, you agree, represent, and warrant that your Submission conforms to the Submission Guidelines and Restrictions detailed below. Sponsor may choose to remove any Submission or disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions. Upon completion of entry steps and compliance with the Guidelines and Restrictions, Entrant will receive one entry into the Contest.

Submission Guidelines and Restrictions

- a. You agree to the terms and conditions of use of the www.tableausoftware.com website available at http://www.tableausoftware.com/tos, and also grant Tableau an irrevocable, royalty-free, worldwide, sublicensable license to use your Submission for advertising, marketing, promotional and any other use (including as specified in Section 10 below);
- b. Your Submission must not supply untruthful, incomplete, inaccurate or misleading information;
- c. Your Submission must be your original creation and be owned 100% by you or you have full, documented permission to grant the rights specified in Section 10;
- d. Your Submission must not (in Sponsor's discretion): (i) violate any third-party intellectual property or other rights, including copyrights, trademark rights, patent rights, confidentiality, exclusivity, or rights of privacy and publicity; (ii) contain disparaging or defamatory content; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behaviour; (vi) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and/or (vii) contain unauthorized third-party trademarks or logos.
- e. You represent and warrant that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice or other qualities of any individual, you are the individual pictured, heard, or otherwise featured in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and will make written copies of such permissions available to Sponsor upon request and; (iii) the Submission complies with all requirements of these Official Rules.
- f. Your Submission contains a Data Set that is publicly available or is now made publicly available and does not contain data that should remain confidential or private.
- g. By providing a Submission and otherwise participating in this Contest, you represent and warrant that your participation in the Contest does not violate the terms of your employment (including any procedures established by your employer with respect to participating in promotions) or any other contractual or legal obligations, and if required by your employer, you have permission from your employer to enter into the Contest and be bound by the terms of these Official Rules.

If participating in this Contest via your mobile device (which service may only be available via select devices and participating wireless carriers, and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

5. How to Win: Entries will be judged as follows:

<u>Phase 1 Judging</u>. On or about August 16, 2019, a panel of judges ("*Judges*") selected at Sponsor's discretion will score each eligible Submission based on the following judging categories ("*Judging Categories*"):

- 1) Design of Submission;
- 2) Storytelling of Submission (note: does not have to use the StoryPoints Tableau feature);
- 3) Submission's analysis of the Data Set(s); and
- 4) Bonus (awarded if Judges are exceptionally impressed by Submission).

Judging Category 1, 2 and 3 is worth a maximum score of 3 points. Bonus is worth 1 point. The Judges will then add up the score received in each Judging Category for each Submission to determine the total Judge's Score ("Judge's Score") for such Submission. By way of example, the maximum Judge's Score that may be awarded to a Submission is 10 points.

The three Submissions that receive the highest Judge's Score from the Judges will be selected as Finalists ("Finalists"). In the event of a tie, the Submission(s) that received the higher score from the Judges in the category of "Submission's analysis of the Data Set" will be selected as the Finalist. To be selected as a Finalist and move on to Phase 2 Judging, Finalists must agree to compete live at Tableau Data Day Out 2019 at the Marina Bay Sands Expo & Convention Centre in Singapore on August 23, 2019. Finalists are solely responsible for transportation and other travel costs of attending Tableau Data Day Out 2019 in Singapore. Admission to the Event is free of charge.

On or around August 16, 2019, the three potential finalists will be notified by email. To the fullest extent permitted by applicable law, Sponsor may require the potential finalist to sign and return, within one day of being notified, an Affidavit of Eligibility and Liability/Publicity Release and tax forms in order to participate in Phase 2 Judging and claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) potential finalist does not respond to the notification attempt confirming they will attend and compete live at Tableau Data Day Out 2019 at the Marina Bay Sands Expo & Convention Centre in Singapore on August 23, 2019 within one day; (iii) any required documents are not returned within one day, such as the Affidavit of Eligibility and Liability/Publicity Release and/or tax forms; or (iv) if potential finalist is otherwise unable to compete as a finalist in Phase 2 Judging, then such potential finalist will be disqualified and an alternate Finalist will be selected from among the remaining eligible entries based on the Judging Categories. Alternate Entrants will continue to be contacted until three Finalists have been selected.

<u>Phase 2 Judging</u>. On August 20, 2019, 10:00AM SGT, the three Finalists will be provided a dataset ("*Finalist Dataset*") selected by Tableau via email. On August 23, 2019, during the Viz Games portion of the Event (approximately 4:10PM SGT), the three Finalists will be given 20 minutes to, while on-stage in front of a live audience at the Tableau Data Day Out 2019 at the Marina Bay Sands Expo & Convention Centre in Singapore, create and submit a visualization of the Finalist Dataset using Tableau software ("*Finalist Submission*").

Immediately after all Finalist Submissions have been received by Tableau, each Finalist Submission's score will be determined by the following two components:

- A. **Finalist Judge's Score**: Immediately after all Finalist Submissions have been received by Tableau, a panel of judges selected at Sponsor's discretion ("*Finalist Judges*") will evaluate and score each eligible Finalist Submission in each of the Judging Categories.
 - Each Judging Category is worth a maximum score of 3 points. The Finalist Judges will then add up the score received in each Judging Category for each Finalist Submission to determine its total Finalist Judge's Score ("Finalist Judge's Score"). By way of example, the maximum Finalist Judge's Score that may be awarded to a Finalist Submission is 10 points.
- B. Audience Score. Immediately after all Finalist Submissions have been received by Tableau, the live audience at Tableau Data Day Out 2019 will evaluate the Finalist Submissions pursuant to the Judging Categories and vote for a winner via an online form or poll, the website URL link will be shown on the screen when audience voting commences. Each voter may only submit one vote in the Contest, duplicate votes for a Finalist Submission by a single voter will be disqualified ("Audience Votes"). At approximately 4:40pm SGT, Sponsor will then calculate the number of Audience Votes that each Finalist Submission received. The Finalist Submission that receives the most Audience Votes will receive 5 Audience Points ("Audience Points"); the Finalist Submission that receives the second most Audience Votes will receive 3 Audience Points; the Finalist Submission that receives the least Audience Votes will receive 1 Audience Points for the position they are tied for. By way of example, if two Finalist Submissions tie for the most votes, they will both receive 5 Audience Points and the third Finalist Submission will receive 1 Audience Point.

Any fraudulent, unfair, or deceitful behaviour related to the voting or the Contest, including

directly or indirectly offering any person financial or other incentive for votes, creating multiple accounts, or using bots and similar electronic tools, is prohibited and will result in disqualification.

Once the Finalist Judge's Score and the Total Audience Scores have been determined, the Finalist Judges will add each Finalist Submission's Audience Score to its Finalist Judge's Score to determine its Total Score ("Total Score"). The Finalist Submission that receives the highest Total Score will then be selected and announced as the First Place winner; the Finalist Submission that receives the second highest Total Score will be selected and announced as the Second Place Winner; and the Finalist Submission that receives the third highest Total Score will be selected and announced as the Third Place Winner. In the unlikely event of a tie in Phase 2, the Finalist Submission that received the higher score from the Finalist Judges in the Judging Category of "Submission's analysis of the Data Set" will be selected as the winner. If these scores are identical, the Submission that received the higher score from the Finalist Judges in the Judging Category of "Design of Submission" will be selected as the winner. If these scores are identical, the Submission that received the higher score from the Finalist Judges in the Judging Category of "Storytelling of Submission" will be selected as the winner.

The Judges' and Finalist Judges' decisions are final with respect to all aspects of the Contest's judging, including as to the calculation of Judge's Scores, Finalist Judge's Scores, and Audience Scores. Sponsor and its parent, affiliates, subsidiaries, employees, agents, officers and directors, advertising and Contest agencies, and their respective officers, directors, employees and their respective agents will not be liable for unsuccessful efforts to notify a winner. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within three days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) potential winner cannot be contacted within three days; (ii) any required documents are not returned within seven days, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner fails to abide by the Official Rules, is determined ineligible, or is otherwise unable to accept the prize as stated, the prize will be forfeited and will be awarded to an alternate winner in accordance with the Finalist Judges' judging pursuant to the Judging Categories. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, the prizes will be awarded to the person with the Submission that receives the highest Total Score from among all eligible claimants making purportedly valid claims to award the prizes available.

<u>Verification of Potential Winner</u>: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. **Prizes:** The First Place Winner will receive a prize package containing (i) A Viz Games Champion trophy and (ii) a pair of Bose QuietComfort 35 wireless headphones II (Approximate Retail Value "*ARV*": \$390). The Second Place Winner will receive a prize package containing (i) A Viz Games 1st Runner-up trophy; and (ii) a Nintendo Switch gaming console (ARV: \$300). The Third Place Winner will receive a prize package containing (i) A Viz Games 2nd Runner-up trophy; and (ii) a Fitbit Versa smart watch (ARV: \$190). Total ARV of all prizes: \$1000. All monetary amounts listed in US Dollars.

<u>Prize Restrictions</u>: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Contest.

The prize consists of only those items specifically listed as part of the prize. LIMIT ONE PRIZE PER PERSON. Odds of winning depend on the number and quality of eligible entries received.

Except for applicable manufacturer's standard warranties, the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).

7. Conduct: By participating in the Contest, Entrants agree to comply with and be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Contest. Entrants

further agree to comply with and be bound by decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify any individual it finds to be: (i)

tampering or attempting to tamper with the operation of the Contest or Sponsor's web site(s); (ii) violating these Official Rules; (iii) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor's property or services; or (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Except where prohibited by law, by participating in the Contest and accepting a prize, winners consent to Sponsor's use of their name, likeness, address (city and state only), statements, photograph, voice, Submission, and/or likeness for advertising, marketing, and promotional purposes related to the Contest, and for any other business purposes, in any and all media now known or later devised, worldwide and without further notice, compensation, consideration, review or consent and without regard to moral rights.

8. Limitations of Liability: By participating in the Contest, Entrants agree, to the fullest extent of the law, to release and hold harmless Sponsor, and its respective parent, related companies, subsidiaries, affiliates, directors, officers, employees, and agents ("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 or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, moral rights, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE CONTEST OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE CONTEST OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR SPONSOR'S OR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

- 9. Right to Terminate or Modify: If, for any reason, the Contest is not capable of running as planned, including because of tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other cause beyond the control of Sponsor which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to modify these Official Rules at any time for clarification purposes without materially affecting the terms and conditions of the Contest. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor or its agents.
- Submission (including the Data Set used to create the Submission) or you have the right to post the Submission (including the Data Set used to create the Submission) and grant the rights granted to Sponsor under these Official Rules. If you do not have these rights, or do not want to grant these rights, do not enter this Contest. By entering the Contest, you do not grant any ownership rights you may have to your Submission. However, you hereby grant to Sponsor and its designees a worldwide, irrevocable, non-exclusive, royalty-free, fully-paid, sublicenseable (through multiple tiers of distribution) and transferable license to use, reproduce, modify, distribute, prepare derivative works of, display, and perform your Submission in connection with Sponsor's business, in any media formats or in tangible form and through any media channels now known or later developed. Sponsor will have no obligation to publish or use or retain any Submission you submit or to return any such Submission to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above

in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission. All references to the term "Submission" in this paragraph include Finalist Submissions.

- 11. **Privacy:** By participating in the Contest, you acknowledge that you have read and agree to the conditions of Sponsor's privacy policy, located at http://www.tableausoftware.com/privacy, which governs the collection, use and disclosure of personal information for the purposes of this Contest. Furthermore, you consent to the collection, use and disclosure of your personal information by Sponsor and its authorized agents for the purposes of administering this Contest and prize fulfilment.
- 12. Governing Law: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE COURT LOCATED IN SINGAPORE. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF SINGAPORE, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.
- 13. Score Notification. If Entrant would like to know Entrant's Submission's score as determined by the Judges, Entrant may contact Sponsor by e-mail at seamarketing@tableau.com after the winners have been announced. Neither Sponsor nor Judges are required to provide substantive feedback for Entrants who are not selected as Finalists or winners.
- 14. Winner List / Official Rules: For a copy of the Official Rules for this Contest and/or to see a list of winners, please visit https://public.tableau.com/en-us/s/viz-games-singapore-2019.
- **15. Sponsor:** Tableau Asia Pacific Pte. Ltd., located at South Beach Tower, Level 10, 38 Beach Road, Singapore 189767 is the sponsor of this Contest.
- 16. Disclaimer: The trademarks associated with the Prize awarded under this Contest are registered or unregistered trademarks of their owners, who are not affiliated nor have endorsed this Contest. Prizes awarded under this Contest may be subject to restrictions and licenses from their manufacturers and may require additional hardware, software, service, or maintenance to use. The prize recipient will bear all responsibility for use of such prize in compliance with the conditions imposed by the manufacturer, and any additional costs associated with its use, service, or maintenance. TABLEAU is a registered trademark of Tableau Software, Inc. The Contest and all accompanying materials are copyright © 2019 by Tableau Software, Inc. All rights reserved.
- 17. General Conditions: Sponsor's failure to enforce any term of these Official Rules will 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. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

Questions? Email seamarketing@tableau.com.