

Tableau Data Analysis Contest - Official Rules

THE FOLLOWING CONTEST IS OPEN TO VALIDLY REGISTERED USERS OF TABLEAU PUBLIC WHO ARE LEGAL RESIDENTS OF AUSTRIA, BELGIUM, DENMARK, FINLAND, FRANCE, GERMANY, GREECE, IRELAND, NETHERLANDS, NORWAY, POLAND, PORTUGAL, SPAIN, SWEDEN OR THE UNITED KINGDOM 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.

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

1. Contest Description: The Tableau Public Contest ("**Contest**") is a skill-based contest in which a Tableau Public user can submit a workbook using Tableau Public software as described below. Contest is void where prohibited by law.

2. Term: The Contest begins on March 15, 2019 at 12:01 a.m. British Summer Time ("**BST**") and ends on April 7, 2019 at 11:59 p.m. BST (the "**Term**").

3. Eligibility: To be eligible to enter the Contest, at the time of entry, you must: (i) be a validly registered user of Tableau Public (see <https://public.tableau.com/s/> for registration information); (ii) have validly registered as a contestant in this Contest at <https://www.tableau.com/iron-viz>; (iii) be a legal resident of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Netherlands, Norway, Poland, Portugal, Spain, Sweden or the United Kingdom; and (iv) be the age of majority or older in the jurisdiction where you. Employees and representatives of Tableau Software, Inc. ("**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 on any dispute at any time.

4. How to Enter: To enter the Contest, during the Term (i) visit <https://www.tableau.com/iron-viz> (the "**Site**"); (ii) follow the instructions on the Site to register as a contestant in the Contest; (iii) properly download the Tableau Public software and connect to (a) any publicly available government or public data set or (b) dataset you knowingly are making publicly available without restriction (each a "**Data Set**") (by submitting a Data Set under this Section 4(iii)(b) you confirm that you are releasing the data as publicly available data without warrant, restriction or contingency); (iv) produce and publish a Tableau Public workbook; and (v) provide the URL of the workbook to Sponsor at <https://www.tableau.com/iron-viz> ("**Submission**"). Your Submission must be based solely on the Data Set you knowingly provide and authorize to make public, and 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, available at <http://www.tableausoftware.com/tos>.

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

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 Term 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, you ("**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 hereby 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 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, 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: Three winners will be selected for the Prize.

From April, 8, 2019 to April 24, 2019, a panel of judges selected at Sponsor's discretion ("**Panel**") will score each eligible Submission based on the following judging criteria ("**Judging Criteria**"):

1. Design of Submission;
2. Storytelling of Submission (note, does not have to use the StoryPoints Tableau feature); and
3. Submission's analysis of the Data Set.

The Panel will evaluate and attribute a final score to each Submission made up of scores of equal weight for each of the above listed criterion. The Submissions that receive the three highest overall scores from the Panel will be selected as the winners. In the event of a tie, the Submission(s) that received the higher score from the Panel in the category of "Submission's analysis of the Data Set" will be selected as the Winner.

On or around April 24, 2019, the winner will be selected, notified by email and announced in publicly available forums, events and media as determined, selected and represented by the Sponsor. If the winner does not respond to the notification attempt within three days from the first notification attempt, then such potential winner will be disqualified and an alternate winner will be selected from among the remaining eligible entries based on the Judging Criteria.

The Panel's decisions are final with respect to all aspects of the Contest judging. 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 Judging Criteria. 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 highest scoring Submission in accordance with the above Judging Criteria from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: 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: Three winners will each receive the following: (i) one conference registration to the 2019 Tableau Customer Conference Europe (currently scheduled for 17 - 19 June 2019) (Approximate Retail Value "**ARV**": \$1,300), (ii) double occupancy hotel accommodations for three nights (ARV: \$675) (iii) one coach round trip plane ticket to Berlin, Germany (ARV: [\$1,100]) and (iv) qualification to the final where the final winner(s) will be awarded additional prizes (the "**Prize**"). Total ARV of all prizes: [\$2,850]. All monetary amounts listed in US Dollars.

Prize and Travel Restrictions: 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.

Sponsor will provide round trip coach-class airfare for winner from an airport close to the winner's home to Berlin, Germany. Sponsor or its designee will determine which airport is closest to the winner's home. Sponsor will provide ground transportation (i) to and from airport to winner's home and (ii) to and from destination airport to lodging of winner at the prize trip destination. Sponsor will provide winner one double-occupancy lodging for two nights at a location in or around Berlin, Germany. Travel reservations must be made through Sponsor's agent, on a carrier of Sponsor's choice, at least 30 days before intended travel. Otherwise, air transportation, hotel accommodations, ground transportation, and other elements of prize are determined by Sponsor or its designee and must be taken together and cannot be taken separately. The Sponsor or its designee will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the winner's possession. Any unclaimed or unused prize (or portion of the prize package) will remain the property of Sponsor.

Any amendment fees or charges incurred due to any changes to the purchased flights are the responsibility of the winner. All costs not explicitly set forth in these Official Rules are the sole responsibility of the winner, and Sponsor will not provide any compensation or reimbursement for these costs, including Visa requirements, valid passports, travel insurance, spending money, meals, taxes (excluding airline and airport taxes), vaccinations, transfers, items of a personal nature, excess baggage, in-room charges, other ancillary costs, and any applicable insurance excesses. Air travel is subject to the airlines Condition of Carriage.

Tickets are subject to availability. Blackout periods and other restrictions, conditions, and/or limitations may apply. 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 shall be final and binding in all respects. Sponsor reserves the right, in its discretion, 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 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 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, in its sole discretion, 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.

10. License to Submission: By entering the Contest, you represent and warrant that you either own all of your 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 our 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.

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 fulfillment. For questions regarding our privacy policy, please contact us at info@tableau.com.

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 GERMANY. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF GERMANY, 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. Winner List / Official Rules: For a copy of the Official Rules for this Contest, please visit <https://www.tableau.com/iron-viz>.

14. Sponsor: Tableau Germany GmbH, located at Frankfurt, An der Alten Oper, An der Welle 4 Frankfurt am Main, 60322, Germany is the sponsor of this Contest.

15. 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 shall 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.

16. 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 info public@tableau.com