

Tableau Data Analysis Iron Viz Championship - Official Rules

THE FOLLOWING CONTEST IS OPEN TO THE THREE (3) WINNERS OF THE TABLEAU PUBLIC IRON VIZ EUROPEAN QUALIFIER CONTEST (THE “*QUALIFIER CONTEST*”).

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

1. Contest Description: The Tableau Iron Viz Championship Contest (“*Contest*”) is a skill-based contest in which Tableau software is used by contestants to analyse provided data set(s) and design a workbook that tells a compelling story. The Contest will take place during the 2019 Tableau Conference Europe in Berlin, Germany. Contest is void where prohibited by law.

2. Term: The Contest begins on June 19, 2019 at 1:00 p.m. Central European Summer Time (“*CEST*”) and ends on June 19, 2019 at 2:00 p.m. CEST (the “*Term*”).

3. Eligibility: To be eligible to enter the Contest, at the time of entry, you must: (i) be a verified winner of the Qualifier Contest; (ii) have returned to Tableau a signed winner affidavit for the Qualifier Contest; and (iii) be present at the 2019 Tableau Conference Europe in Berlin, Germany to participate and win. Employees and representatives of Tableau Germany GmbH (“*Tableau*” or “*Sponsor*”); Twitter, Inc.; and any of their 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. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH TWITTER, INC.

4. How to Enter: To enter the Contest, you must (i) prior to the Term, properly download the Tableau Public software and connect to the data set(s) provided by Tableau (each a “*Data Set*”); and (ii) while on-stage at the 2019 Tableau Conference Europe during the Term, produce and publish a Tableau Public workbook on the theme specified by Tableau for the Contest (“*Submission*”). Your Submission must be based solely on the Data Set(s). 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 (as defined below) may submit only one entry and each Submission must be original and have been created solely by the Entrant. 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 11 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 and you have

permission to grant the rights specified in Section 11;

- 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 only the official Data Sets provided to you by Tableau.
- 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.

5. How to Win: One winner will be selected for the Prize.

Each Submission's score will be determined by the following two components:

- A. **Judge's Score.** At the end of the Term, a panel of four judges selected at Sponsor's discretion ("**Panel**") will evaluate and score each eligible Submission in each of the following judging categories ("**Judging Categories**"):

- 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(s).

Each Judging Category is worth a maximum score of 30 points. The Panel will then add up the score received in each Judging Category for each Submission to determine its total "**Judge's Score**." By way of example, the maximum Judge's Score that may be awarded to a Submission is 90 points.

- B. **Twitter Score.** From 1:00 p.m. CEST until 1:45 p.m. CEST on June 19, 2019, public voters will evaluate the Submissions pursuant to the Judging Categories and vote for a winner by posting a tweet containing the hashtag #Contest and a hashtag containing the entrant name associated with the Submission they are voting for (each voter may only submit one vote in the Contest, duplicate votes for an Entrant by a single voter will be disqualified). At 1:45 p.m. CEST on June 19, 2019 Sponsor will calculate the total number of public votes received for all Submissions in the Contest ("**Total Public Votes**"). Sponsor will then determine what percentage of the Total Public Votes each Submission received, rounding to the nearest 10 percent. For each 10 percent of the Total Public Vote each Submission receives, the Submission will be awarded one extra point (the "**Twitter Score**").

For example, if 100 Total Public Votes were received in the Contest, with Submission A receiving 25 votes (rounds up to 30%), Submission B receiving 43 votes (rounds down to 40%), and Submission C receiving 32 votes (rounds down to 30%), Submission A would receive a 3-point Twitter Score, Submission B would receive a 4-point Twitter Score, and Submission C would receive a 3-point Twitter Score. If a Submission receives 0% - 4% of the Total Public Votes they will receive a 0-point Twitter Score.

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.

At or around 1:50 p.m.] CEST on June 19, 2019, the Panel will add each Submission's Twitter Score to its Judge's Score to determine its "**Total Score**." The Submission that receives the highest Total Score will then be selected and announced as the winner. In the unlikely event of a tie, the Submission that received the higher score from the Panel 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 Panel 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 Panel in the Judging Category of "Storytelling of Submission" will be selected as the winner.

The Panel's decisions are final with respect to all aspects of the Contest's judging, including as to the calculation of Twitter 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 Judging process. 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.

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: One winner will receive the following: (i) one 2019 Tableau Conference Europe Iron Viz Champion trophy (Approximate Retail Value "**ARV**": \$422); and (ii) one conference registration to the Tableau Conference Europe 2020 (date and location TBA) (ARV: \$1,300) (the "**Prize**"). Total ARV of all prizes: \$1,722. All monetary amounts listed in US Dollars.

Prize 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.

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 quality of Submissions received.

Except for applicable manufacturer's standard warranties, the Prize is 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. Disclaimer: Sponsor; Twitter, Inc.; and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions, public votes, or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any

materials associated with the Contest.

8. 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.

9. Limitations of Liability: By participating in the Contest, Entrants agree, to the fullest extent of the law, to release and hold harmless Sponsor and all 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.

10. 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.

11. 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) and 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.

12. 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.

13. 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.

14. Winner List / Official Rules: For a copy of the Official Rules for this Contest, please visit <https://www.tableau.com/iron-viz>.

15. 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.

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 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.

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 info_public@tableau.com