

Official Rules: Direct Mail Summer Giveaway

1. Eligibility: The Direct Mail Summer Giveaway (“Contest”) is open to contestants worldwide. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. e3 Software’s employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the “Employees”), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate. No purchase necessary to be eligible.

2. Sponsorship: The sponsor is e3 Software, LLC located at 1166 E Warner Rd, Suite 101, Gilbert, AZ 85296. Sponsor will conduct the Contest as substantially as described in these Official Rules

3. Agreement to Rules: By entering this Contest, the Entrant (“You”) agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering this Contest, you represent and warrant that you are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Contest.

4. Entry Period: This promotion begins on May 25th 12am PST and ends on Midnight July 31st PST (“Entry Period”). To be eligible for the Contest, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter the Contest by performing one of more of the qualifying tasks listed below. Each task is worth a certain number of entries. As a participant, your entry must fully meet all contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

- A. 20 entries: Leave a review of Direct Mail for Mac on the Capterra website.
- B. 20 entries: Leave a review of Direct Mail for Mac on the G2 website.
- C. 5 entries: Follow @directmailmac on Twitter and retweet a tweet from @directmailmac or compose your own tweet that mentions @directmailmac or the website <https://directmailmac.com>
- D. 5 entries: Follow the Direct Mail for Mac Facebook page at <https://facebook.com/directmailmac> (“Facebook Page”) and re-share a post from the Facebook Page or compose your own post that mentions @directmailmac or the website <https://directmailmac.com>
- E. 5 entries: Follow the Direct Mail for Mac LinkedIn page at <https://linkedin.com/company/directmailmac> (“LinkedIn Page”) and re-share a post from the LinkedIn

Page or compose your own post that mentions @directmailmac or the website <https://directmailmac.com>.

6. Prizes: The Winner(s) of the Contest (the “Winners”) will have a single Grand Prize Winner and five Runner Up Winners. The Grand Prize consists of either an iMac (Apple M1 Chip 8-Core CPU, 7-Core GPU 256GB Storage, color chosen by Grand Prize Winner) or MacBook Air (Apple M1 Chip with 8-Core CPU and 7-Core GPU 256GB Storage) computer product. Runner Up winners will receive an Apple AirTag four pack. If the Grand Prize Winner resides in the United States of America, the Winner must provide the Sponsor with a valid Social Security number or taxpayer-identification number before the Sponsor can award the prize. A Form 1099 will be issued to Grand Prize winner.

The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor’s discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner’s likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: An Entrant’s odds of winning can be calculated by dividing the number of his or her entries divided by the total number of entries received from all Entrants.

8. Selection and Notification of Winner: The Winner will be selected by a random drawing, under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by email within five days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner’s failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner’s provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 30 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the Contest by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. **IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR’S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

9. Rights Granted by You: By submitting an entry into this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor’s behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Contest, and your biographical information for news, publicity,

advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Contest, to void entries for any reason. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Your entry into this Contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

12. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF ARIZONA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in Arizona, having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest.) The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted to third-party review or social media websites is subject to the Privacy Policy of the website to which the information is submitted.

14. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: e3 Software, 1166 E Warner Rd, Suite 101, Gilbert, AZ 85296.

Requests must be postmarked no later than August 31st 2021.

15. Endorsement: The contest hosted by e3 Software is in no way sponsored, endorsed, administered by, or associated with Facebook, LinkedIn, Twitter, G2, Capterra, Apple or any other entity mentioned.