

**The SurveyMonkey #CuriosityatWork Contest  
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

**CONTEST IS, AND ENTRANT IS PARTICIPATING IN, A STRICTLY UNITED STATES BASED  
CONTEST.**

**IMPORTANT NOTICE (EXCLUDING UK AND IRELAND ENTRANTS):** By submitting your entry in this contest:

- You agree to these Official Rules and SurveyMonkey Inc.'s Privacy Policy located at <https://www.surveymonkey.com/mp/legal/privacy-policy>, [Survey Research Privacy Notice located at https://www.surveymonkey.com/mp/legal/survey-research-privacy-notice/](https://www.surveymonkey.com/mp/legal/survey-research-privacy-notice/), and Terms of Use located at <https://www.surveymonkey.com/mp/legal/terms-of-use/>.
- You give permission for SurveyMonkey Inc. and SweepstakesPros, the Promotion Administrator, to transfer the personal data you have entered for the purpose of this contest to a server under SurveyMonkey Inc.'s control in the United States, as described below in the Official Rules, subject to all applicable data protection and data security laws. You have the right to access, erase, and correct your personal data submitted for this contest at any time by sending an email request to [privacy@surveymonkey.com](mailto:privacy@surveymonkey.com) with "SurveyMonkey #CuriosityatWork Contest" as the email subject.

**IMPORTANT NOTICE (UK AND IRELAND ENTRANTS ONLY) :** By entering this contest:

- You agree to these Official Rules and SurveyMonkey Inc.'s Terms of Use located at <https://www.surveymonkey.com/mp/legal/terms-of-use/>.
- You acknowledge that you have read and understood SurveyMonkey Inc.'s Privacy Policy located at <https://www.surveymonkey.com/mp/legal/privacy-policy>, SurveyMonkey Inc.'s [Survey Research Privacy Notice located at https://www.surveymonkey.com/mp/legal/survey-research-privacy-notice/](https://www.surveymonkey.com/mp/legal/survey-research-privacy-notice/) and the [Privacy section of SurveyMonkey Inc.'s Terms of Use located at https://www.surveymonkey.com/mp/legal/terms-of-use/](https://www.surveymonkey.com/mp/legal/terms-of-use/).

1. **Eligibility:** The SurveyMonkey #CuriosityatWork Contest (the "**Promotion**") is open only to individuals who: (a) were SurveyMonkey customers prior to the Promotion Period (as defined in Rule 2 below) or are current staff members of such SurveyMonkey customers; (b) are legal residents of the 50 United States and the District of Columbia, Canada (excluding Quebec), United Kingdom (England, Scotland, Wales, Northern Ireland), Ireland or Australia (the "**Territory**"); (c) have reached the legal age of majority in their state/province/territory of residence; and (d) are located in the Territory at the time of entry. The following entities and persons are not eligible to participate in the Promotion: (i) SurveyMonkey Inc. ("**Sponsor**"), SurveyMonkey Europe UC, SurveyMonkey Canada Inc., SurveyMonkey Australia Pty Limited, SurveyMonkey UK Limited, Usabilla Inc., Usabilla Ltd., Usabilla Pty Limited, SweepstakesPros ("**Promotion Administrator**"), the advertising, fulfillment, judging and promotion agencies involved in the development and administration of the Promotion and any of their respective employees, officers, directors, parent companies, subsidiaries and affiliated companies, retailers, representatives, agents, dealers, distributors, and licensees (collectively, "**Promotion Parties**"); and (ii) the immediate family members (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and their respective spouses, regardless of where they reside) or households (whether related or not) of any of the persons referred to in (i) above. The Promotion is subject to all applicable federal, national, state and local laws and is void outside of the Territory, and where prohibited by law. By participating in the Promotion, entrants agree to abide by and be bound by these Official Rules and the decisions of the Promotion Administrator, which shall be final in all matters relating to the Promotion, including but not limited to validation of the judging process. Other eligibility requirements and conditions of participation are set forth below in these Official Rules.

2. **Promotion Period:** The Promotion begins at 12:00 a.m. Pacific Time ("PT") on September 18, 2019 and ends at 11:59 p.m. PT on October 18, 2019 (the "**Promotion Period**").
3. **How to Enter:** To enter the Promotion, eligible entrants must complete each of the following steps during the Promotion Period ("**Entry Process**"):
  - a. **Create a Story.** Write a story that meets the following brief: "*We're looking for creative, inspiring, and impactful ways you've used a SurveyMonkey product. Tell us how feedback helped you better understand what people think, feel, need, or expect*" (the "**Story**").
  - b. **Post your Story.** Post each Story on Twitter or on LinkedIn (a "**Post**"). To participate in the Promotion, entrant will need to have his/her own individual Twitter and/or LinkedIn account (each a "Social Account"). Creating a Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) and (<https://www.linkedin.com/legal/user-agreement>). **If entrant posts on LinkedIn or Twitter using a mobile device, message and data rates may apply.** To be eligible for the Promotion, entrant must ensure that his/her Twitter and/or LinkedIn profile and each posted Story is publicly viewable by anyone. Entrant may not enter via a shared or corporate account.
  - c. **Mention @SurveyMonkey and Include 2 Required Hashtags in the Post. Each Post must: (i) correctly mention @SurveyMonkey in the description of the Post, and (ii) include the following two (2) hashtags: #CuriosityatWork and #Contest. If you do not include the required hashtags it may not be possible for Sponsor to identify your Entry.**
  - d. **Complete the Entry Form.** Visit <https://www.surveymonkey.com/r/curiosityatwork-contest> (the "**Website**") and complete the online official entry form (the "**Survey**"). Entrants must complete all required information including providing his/her name, email address and the correct URL/link of his/her Post. Follow the on-screen directions, complete all required fields and click the submit button to enter. The Survey will take approximately five (5) minutes to finish.

This process, when each step above is properly completed, will constitute one (1) "Entry" into the Promotion. Your Entry into the Promotion must comply in all respects with these Official Rules, including in particular the above Entry Process and the conditions of submission set out in Rule 4 below ("**Submission Conditions**"). THERE IS NO LIMIT TO THE NUMBER OF ENTRIES. HOWEVER, EACH ENTRY MUST BE SUBSTANTIALLY DIFFERENT, AND IF SUBSTANTIALLY SIMILAR, ONLY THE FIRST SUCH ENTRY RECEIVED WILL BE ELIGIBLE FOR ENTRY. THERE IS A LIMIT OF ONE (1) PRIZE PER PERSON/EMAIL ADDRESS.

By submitting your Entry, you represent and warrant that your Entry conforms with all of these Official Rules, and agree that the Promotion Administrator may remove your Entry and disqualify you from the Promotion if it believes, in its sole discretion, that you and/or your Entry are or have been in breach of these Official Rules in any way.

#### 4. **Conditions of Submission:**

##### a. **Submission Guidelines:**

1. The Story must be based on the entrant's own honest and genuinely held opinions.
2. The Story submitted must be created by the entrant alone.
3. The Story must be entrant's own original creation; modifying, enhancing or altering a third party's preexisting work does not qualify as an entrant's own original creation.
4. If the entrant is entering this Promotion in his or her capacity as a staff member of a SurveyMonkey customer, the entrant must have the permission of the SurveyMonkey customer to enter the Promotion and post the Story.
5. Stories must answer the the following: "*We're looking for creative, inspiring, and impactful ways you've used a SurveyMonkey product. Tell us how feedback helped you better understand what people think, feel, need, or expect?*" (the "**Question**").
6. Posts must mention SurveyMonkey (**@SurveyMonkey**) in the description of the Post.

7. Posts must include the required hashtags: **#CuriosityatWork, #Contest.**

8. All Entries must be in English.

- b. **Additional Conditions of Submission:** Any Entry that Promotion Administrator or Sponsor, in its sole discretion, deems to be inappropriate for publication or inclusion in the Promotion will not be considered or displayed and the Entry and corresponding entrant will be disqualified. No Entry may, in the sole opinion and discretion of the Promotion Administrator or Sponsor: (i) be pornographic or sexually explicit or suggestive, unnecessarily violent, or derogatory of any ethnic, racial, gender, religious, professional or age group; (ii) contain nudity or any materially dangerous activity; (iii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iv) be profane, obscene or offensive; (v) endorse any form of hate or hate group; (vi) defame, misrepresent or contain disparaging remarks about Sponsor or its products and/or services or about third parties and/or their products and/or services; (vii) contain any personal identification, such as (but not limited to) personal names, email addresses, street addresses, or license plate numbers (except to the extent expressly required to comply with the Entry Process); (viii) contain copyrighted materials owned by others (including but not limited to text, images, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (ix) except for incidental usage, as determined solely by Promotion Administrator, contain or reference trademarks, logos or trade dress owned by any person/business other than Sponsor, or advertise or promote any brand, product or service of any person/business other than Sponsor, without permission; (x) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or (xi) be in violation of any law, statute, ordinance or regulation.

By submitting an Entry, each entrant represents and warrants that: (i) he/she is eligible to enter and his/her Entry is the sole and exclusive property of the entrant; (ii) the Entry is an original creation of the entrant and reflects the entrant's own honest and genuinely held opinions; (iii) entrant owns or otherwise has rights to use all elements of the Entry; (iv) the Entry has not been copied in whole or in part from any other work; (v) the Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person or entity (including but not limited to rights of privacy or publicity or portrayal in a false light) and will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; (vi) any person/business referred to or depicted in the Entry (including the SurveyMonkey customer if the entrant is a staff member of such SurveyMonkey customer) have given written consent to its submission into the Promotion and use as contemplated by these Official Rules and entrant can supply proof of permission if requested by Promotion Administrator or Sponsor; (vii) the Entry has not been previously published; and (viii) publication of the Entry via various media, including but not limited to social media and web posting, will not infringe the rights of any third party or parties. To the maximum extent permitted by law, each entrant will indemnify and hold harmless, the Promotion Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT SPONSOR MAY (BUT SHALL HAVE NO OBLIGATION TO) POST THE ENTRY ON SPONSOR'S WEBSITES AND/OR SOCIAL MEDIA ACCOUNTS, IN SPONSOR'S SOLE DISCRETION. Posting of an Entry is not an indication that the Entry has won a prize or is otherwise eligible for or favored to receive a prize. **Rights Granted: To the maximum extent permitted by law, once submitted, you agree (and agree to confirm in writing if required by Sponsor) that your Entry will become the property of Sponsor, and may be displayed, used or altered by Sponsor (or anyone Sponsor authorizes) for any purpose without any kind of payment to you. Sponsor or any of its affiliates may produce, market, sell or otherwise distribute products based on (in whole or in part) your Entry. You irrevocably and forever grant and assign to Sponsor all worldwide rights, title, and interest in and to your Entry (and all works derived from it) as well as all intellectual property you create by participating in the Promotion, and expressly waive all rights to review or approve any use that Sponsor makes of your Entry in accordance with these Official Rules. Upon the**

Sponsor's request, you agree to sign any further document(s) as may be deemed necessary by the Sponsor in its sole and absolute discretion to perfect, or give full effect, to such grant and assignment. By entering, you further agree to waive all rights of attribution and integrity if your Entry is used by Sponsor or anyone that Sponsor authorizes, and to irrevocably and unconditionally waive (and agree not to assert) any moral rights in the Entry. **FOR RESIDENTS OF CANADA ONLY:** to the extent the foregoing grant and assignment is unenforceable pursuant to applicable law, you grant to Sponsor, in perpetuity, a non-exclusive, worldwide license to publish, display, reproduce, modify, edit or otherwise use your Entry, in whole or in part, for any purpose whatsoever in any kind of medium whatsoever. **FOR RESIDENTS OF AUSTRALIA ONLY:** once submitted, your Entry will become the property of Sponsor. You grant to Sponsor (and their agents, successors and assigns) an irrevocable, transferable, absolute right and worldwide non-exclusive license to display, use or alter your Entry for any purpose, produce, market, sell or otherwise distribute products based on (in whole or in part) your Entry, without any kind of payment to you. You expressly waive all rights to review or approve any use that Sponsor makes of your Entry in accordance with these Official Rules. By entering, you consent to the doing, or omitting to do, any act by Sponsor (or anyone Sponsor authorizes) that would otherwise constitute an infringement of the entrant's moral rights.

By entering the Promotion, you agree that your Entry is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, developed by its employees or obtained from sources other than you.

By entering the Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Promotion Administrator and Sponsor reserve the right, in their reasonable discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Entry prior to any judging.

5. **Winner Judging:** All eligible Entries received during the Promotion Period will be judged by qualified judges selected by Sponsor, on the basis of the following (each a "**Judging Criterion**" and collectively, the "**Judging Criteria**"):
  - a. Creativity/Originality (50%)
  - b. Relevance to the Question (30%)
  - c. Quality of Submission (20%)

The top twenty (20) entrants whose Entries achieve the highest total scores across all Judging Criteria shall be deemed the winners and will be awarded the prizes described in Rule 6 below, subject to compliance with the prize claim process set out in Rule 9. The odds of winning depend on the number and calibre (based on the Judging Criteria) of eligible Entries received. In the event of a tie, the tied entries will be re-judged by the judges using the same Judging Criteria. If there is a subsequent tie, the tiebreaker will be based upon the highest score in the first Judging Criterion listed above, continuing thereafter to each Judging Criterion in order, as needed, to break such tie. Winners will be determined by October 31, 2019. The Promotion is a game of skill and chance plays no part in the determination of the winners.

6. **Prizes and Approximate Retail Values ("ARV"):** There are a total of twenty (20) prizes each consisting of \$2,000 USD ("**Prize(s)**") to be won in this Promotion. Each winner will receive their Prize via PayPal or check/cheque, in Sponsor's sole discretion. Total ARV of all prizes is \$40,000 USD. All Prize amounts are listed in United States Dollars, but may be awarded in the local currency of the

winners (at the exchange rate applicable at the time of the allocation of the Prize) at the discretion of the Sponsor or where required by law. Prize(s) must be accepted as awarded. All characteristics and features of the Prize(s) except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. No substitution or transfer of Prize(s) is permitted except at Sponsor's sole discretion or as provided herein. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such Prize (or portion thereof) with a prize of equal or greater value. All federal, national, state, provincial, territorial and local taxes, and all other costs associated with acceptance or use of the Prize(s), are the sole responsibility of the applicable winner(s). Winners may be subject to United States withholding requirements in accordance with applicable U.S. law. Arrangements for payment/delivery of Prize(s) will be made after winner validation. LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS. Prize(s) will (where applicable) be delivered only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, unclaimed Prize(s) may not be awarded.

7. **Entrant Verification:** In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be declared made by the person in whose name the Entry was made. The Promotion Administrator reserves the right at any time to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator, including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.
8. **Disqualification:** Entries that are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole discretion) will be void and will not be entered into the Promotion. Entries made by automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the Entries and the responsible entrant(s). Promotion Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
9. **Notification & Validation of Winners and Prize Delivery:** Each potential winner will be contacted by email by no later than November 8, 2019. To the extent permitted or required by law, potential winners will be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release and an assignment of rights in the Entry within ten (10) days of the date of the winner notification. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding Prize, and the choosing of an alternate winner based on the results of the original judging. Alternate winners will be notified by email and must claim their Prize by submitting the documents referred to above within ten (10) days of the date of their notification. Each Prize will be paid to the winner's PayPal address or dispatched to the winner's address (as applicable) within thirty (30) days of the date on which the Prize has been validly claimed in accordance with these Official Rules.
10. **Limitations:** To the maximum extent permitted by law, Promotion Administrator and Sponsor are not responsible for: (i) electronic or digital transmissions, Entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, Entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer(s); (vi) causes beyond Promotion Administrator's

and/or Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Promotion; (vii) incorrect or inaccurate Entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of Prize winners; (ix) any human, or other error, which may occur in the Promotion; or (x) cheating or fraud by any participant. **UK and Ireland entrants only:** Nothing in these Official Rules (including in particular this Rule 10 and Rule 12) limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other liability that may not be limited or excluded as a matter of applicable law and all limitations and exclusions of liability in these Official Rules shall be subject to this overriding provision.

11. **Modification, Suspension and Termination:** If for any reason the Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, social media mandate, or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of the Promotion, or if the Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect Entries/entrants and/or modify, suspend and/or terminate the Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winners for the Promotion Period then in progress from among all applicable eligible, non-suspect Entries received as of the time/date of termination using the judging procedures listed in these Official Rules. Thereafter, no further Entries will be accepted and no further Prizes will be awarded.
12. **Releases:** By participating in the Promotion, each entrant agrees (and agrees to confirm in writing): (a) that, to the maximum extent permitted by law, all causes of action arising out of or connected with the Promotion, or any Prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties, Twitter and LinkedIn and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in the Promotion or the acceptance, possession, use or misuse of any Prize received in the Promotion or the use of any image, photograph, video or Entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.** Nothing in these Official Rules limits, excludes, or modifies or purports to limit, exclude, or modify any statutory consumer guarantees or any implied condition or warranty, the exclusion of which from these terms would contravene any statute or cause any part of these Official Rules to be void. By accepting Prizes, winners acknowledge that the Sponsor and Promotion Administrator have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or any portion thereof.
13. **Publicity:** Except where prohibited, participation in the Promotion constitutes each entrant's permission and grant of all consents required for Sponsor and its agencies to use the entrant's name, photographs, videos, voices and/or any other likenesses for the purposes of advertising and publicity in connection with the Promotion in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
14. **Privacy (excluding UK and Ireland entrants):** The personal information collected through the Promotion is subject to Sponsor's Privacy Policy located at <https://www.surveymonkey.com/mp/legal/privacy-policy/>, Privacy Notice located at <https://www.surveymonkey.com/mp/legal/survey-research-privacy-notice/>, and Sponsor's Terms of Use located at <https://www.surveymonkey.com/mp/legal/terms-of-use/>. By entering the Promotion, each entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her Entry

for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy, Privacy Notice, and Terms of Use and as permitted by law. Entrants have the right to information about the personal data stored in connection with this Promotion, including its origin, recipient or categories of recipients of the data and the purpose of the storage. Entrants also have the right to access, erase and correct their personal information. Regarding accessing, erasing and/or correcting personal information to be used in connection with the Promotion, Entrants may request such action by sending an email request to [privacy@surveymonkey.com](mailto:privacy@surveymonkey.com) with "SurveyMonkey #CuriosityatWork Contest" as the email subject. Entrant's personal data will be collected and stored on a server(s) under Sponsor's control located in the United States of America. The data controller and data recipient are Sponsor. By entering the Promotion, you expressly consent to the transfer of your personal information to countries outside of your country of residence, including without limitation, the United States and its use there for the purposes of administering this Promotion and the associated processing. **As a result, your personal information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions.** This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of her/his personal information.

15. **Privacy (UK and Ireland entrants only):** Any personal data of entrants processed in connection with the Promotion will be processed in accordance with Sponsor's Privacy Policy located at <https://www.surveymonkey.com/mp/legal/privacy-policy/>, Sponsor's Privacy Notice located at <https://www.surveymonkey.com/mp/legal/survey-research-privacy-notice/>, and the Privacy section of Sponsor's Terms of Use located at <https://www.surveymonkey.com/mp/legal/terms-of-use/>. In particular, entrants acknowledge and understand that:
- a. Sponsor is the controller in respect of the personal data and the Promotion Administrator is a processor acting under Sponsor's instruction;
  - b. Sponsor, its agents and/or representatives (including the Promotion Administrator) will store, share, use and disclose the personal data he/she submitted with his/her Entry for the purpose of administering the Promotion and as otherwise described in these Official Rules, the above-mentioned Privacy Policy, Privacy Notice and Terms of Use and as permitted by law;
  - c. For the purposes of applicable data protection laws, the lawful basis for the processing of entrants' personal data are that the processing is necessary for the Sponsor's legitimate interests in administering the Promotion and/or the processing is necessary for the performance of the Sponsor's contractual obligations to entrants in connection with the administration of the Promotion;
  - d. Sponsor and the Promotion Administrator are located in the USA and therefore entrants' personal data will be transferred to and processed in locations outside the European Economic Area ("EEA"), including in the USA. Sponsor and the Promotion Administrator are registered with the EU-U.S. Privacy Shield Framework. Non-EEA countries may not provide the same degree of protection for personal data as is provided within the EEA. Sponsor will take reasonable steps to ensure the security of entrants' personal data, but entrants acknowledge and understand that their personal data may be subject to access requests from governments, courts, or law enforcement in non-EEA jurisdictions according to laws in those non-EEA jurisdictions;
  - e. Entrants have certain rights in relation to their personal data, including: to obtain copies of it; to have it corrected or deleted; to limit the way in which it is used; to object to its use; to transfer it; not to be subject to decisions based on automated processing (including profiling); and to complain to the regulator. A list of contact details for all EU supervisory authorities can be found at: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm). To exercise any of these rights, the entrant should contact [privacy@surveymonkey.com](mailto:privacy@surveymonkey.com) with "SurveyMonkey #CuriosityatWork Contest" as the email subject. Please note that many of these rights are not absolute and the extent to which they apply may vary depending on the circumstances and any exemptions that may apply.
16. **Choice of Law, Jurisdiction and Notice:** This Promotion is offered only in the Territory and is governed by the laws of the State of California, USA. All issues and questions concerning the

construction, validity, interpretation and enforceability of the Promotion, Official Rules, or the rights and obligations of entrants and Sponsor arising from or in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, USA, without giving effect to the conflict of laws rules thereof. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of California located in the county of Santa Clara for any action, suit or proceeding arising out of or relating to this Promotion. **THE ABOVE CHOICE OF LAW AND JURISDICTION IS SUBJECT TO COMPULSORY LAWS IN A PARTICIPANT'S COUNTRY OF RESIDENCE WHICH MAY GIVE THE PARTICIPANT THE RIGHT TO FILE CLAIMS BEFORE THE COURTS OF THAT COUNTRY AND MAY PROVIDE THAT SOME LAWS OF THAT COUNTRY ARE ALSO APPLICABLE TO THIS PROMOTION. NOTHING IN THESE OFFICIAL RULES LIMITS OR EXCLUDES ANY RIGHTS THAT ENTRANTS MAY HAVE UNDER THE MANDATORY LAWS OF THEIR OWN COUNTRY. UK AND IRELAND ENTRANTS MAY BRING PROCEEDINGS IN THEIR HOME COURTS.** These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2019 Promotion Administrator.

- 17. Severability & Conflicts:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event of a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**Winners List:** To view the winners list for this Promotion, please visit <https://www.surveymonkey.com/mp/curiosity-contest/>. The winners list shall be available after all winner validation has been completed. **UK and Ireland entrants only:** By entering this Promotion, you acknowledge that if you are a winner your name and county of residence may be disclosed in the list of winners published at <https://www.surveymonkey.com/mp/curiosity-contest/>. You may object to your information being made available in this way, or you may request that the amount of information made available be reduced, by contacting the Promotion Administrator using the contact details at the end of these Official Rules. In these circumstances, you acknowledge that we may nevertheless disclose such information and your Entry in full to the Advertising Standards Authority in the UK or Ireland (as applicable) if required to do so.

- 18. Third-Party Rights:** All trademarks used herein are the property of their respective owners. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, LinkedIn or PayPal. Twitter, LinkedIn and PayPal are not affiliated with the Sponsor in any way. By entering the Promotion, you understand that you are providing your information to Sponsor and not to Twitter or LinkedIn or PayPal.
- 19. Sponsor:** The Promotion is sponsored by SurveyMonkey Inc., One Curiosity Way, San Mateo, California 94403, USA.
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