

OFFICIAL TERMS & CONDITIONS

for

“LAPLINK’S 35th ANNIVERSARY GIVEAWAY”

1. **INTRODUCTION.** Laplink Software, Inc., 600 108th Avenue NE, Suite 610, Bellevue, WA 98004, (the "Company") is offering a game of chance to promote its software. Any questions regarding these terms and conditions should be directed to customerservice@laplink.com.
2. **ELIGIBILITY.** *No purchase is necessary to enter or to win. Purchase will not improve your chances of winning.* This promotion (the “Laplink’s 35th Anniversary Free Stuff” or “Laplink’s 35th Anniversary Giveaway”) is open only to legal residents of the fifty (50) United States and the District of Columbia age 18 or older at the time of entry. Employees, directors, officers and principals, of the Company, their subsidiaries, affiliates, contractors, agents and members of their immediate families or households are not eligible to participate. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Upon entering, Entrants agree to waive any rights their state of residence may provide in regard to contests, games of chance, or sweepstakes. Void where prohibited by law.
3. **HOW TO ENTER.** To become an Entrant and eligible to win, you must enter by automatic online entry as follows:

You will be automatically entered if you (i) purchase any product at www.laplink.com; or (ii) register to download PCmover Express from www.laplink.com during the Promotion Period. Eligibility to win the PCmover Enterprise Site License (a one year license limited to 500 uses) is determined by obtaining a free evaluation of PCmover Enterprise from the Company during the Promotion Period and activating that same evaluation prior to May 23, 2018.

Limit ONE (1) entry per household, per person, and/or per e-mail address regardless of the method of entry and regardless of whether a person has more than one e-mail address or whether more than one person uses the same e-mail address. Incomplete entries will not be accepted. All entries submitted become the sole property of Company. Any attempt by an Entrant to use an automated system (such as a script, macro or other similar means) or to obtain more than one (1) entry by using multiple/different e-mail addresses, identities or any other methods, will void all

Entrant's entries and render that person ineligible to receive a Prize.

Entry is valid for the duration of the Promotion Period as set forth below.

The personal information collected is subject to the Company's privacy policy located at www.laplink.com.

4. **PROMOTION PERIOD.** The promotion starts not later than 12:00 a.m. May 15, 2018 (but may start as early as 4:00 p.m. on May 14, 2018) and ends no earlier than 11:59 p.m. on May 15, 2018 (but may be extended to no later than 10:00 a.m. on May 16, 2018) (the "Promotion Period"). All preceding times are Pacific Daylight Time. All entries must be received before the end of the Promotion Period.

5. **GENERAL CONDITIONS.** This promotion is governed by the laws of the United States. All applicable federal, state and local laws and regulations apply; void where prohibited by law. Winners will be notified as described in "Selection of Winners" below. In the event of noncompliance, if the winner cannot be reached at the e-mail address submitted with entry, or if the Prize or prize notification is returned as unclaimed or undeliverable, the Prize will be forfeited and an alternate winner will be selected. Entrants agree to be bound by these Official Rules and the decisions of the Company are final and binding in all respects.

All taxes, fees, and surcharges on prizes are the sole responsibility of the prize winners. Winner is solely responsible for any and all expenses relative to participation in the promotion (including acceptance of a Prize) not specified herein.

By participating and accepting a Prize, so long as there is no legal prohibition, winner agrees to the use of his/her name for advertising or publicity purposes and to the use of statements made by or attributed to him/her relating to the Company or this promotion, and releases any and all rights to said use without further compensation or consideration.

In the event of a dispute, all entries will be deemed to be made by the authorized account holder of the e-mail address associated with the entry. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

The Company reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive

manner. Any attempt by any person to deliberately undermine this promotion may be a violation of criminal and civil law; and, should such an attempt be made, the Company reserves the right to seek damages from any such person to the fullest extent permitted by law. The Company's failure to enforce any part of these Official Rules shall not constitute a waiver of that provision.

- 6. SELECTION OF WINNERS.** The selection of Winners will be conducted by random drawing from all eligible entries received during the Promotion Period. The selection will take place on May 23, 2018. The Company will notify winning Entrants via the registered e-mail address no later than May 31, 2018 within SEVEN (7) days of the drawing. The Prize is subject to the terms and conditions set forth in these Official Rules.

To claim a Prize, Entrant must print out the e-mail received from the Company containing the information that Entrant was randomly selected to win a Prize. Then, Entrant must legibly hand write the Entrant's name, address, and telephone number on the e-mail printout, and send it to:

Laplink Software, Inc.
Winner - Laplink 35th Anniversary Giveaway
600 108th Avenue NE, Suite 610
Bellevue, WA 98004

or via e-mail to customerservice@laplink.com The Company must receive all Prize claims no later than TWENTY-ONE (21) days after Winner was notified by the Company.

The Company may require Winner to execute and return an Affidavit of Eligibility and Release of Publicity and Liability (the "Affidavit"). If requested, Winner must execute and return the Affidavit within THIRTY (30) days of receipt. Noncompliance within this time period may result in disqualification.

If Winner cannot be confirmed within FORTY-FIVE (45) days after the drawing, at the e-mail address provided, then an alternate winner may be selected.

- 7. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (ARV).** The "Prizes" (each one, a "Prize") offered will be listed at www.laplink.com during the Promotion Period. ARV of each Prize varies but does not exceed \$550 except in the case of the PCmover Enterprise Site License; actual retail value may vary. The PCmover Enterprise Site License is nontransferable and cannot be resold.

The odds of winning a Prize depend on the total number of entries as well as the total number of Prizes offered, which will be at least the quantity indicated at www.laplink.com but may be increased at Company's discretion.

8. **RELEASE OF LIABILITY.** By participating or receiving a Prize, Entrants (and in particular, Winners) agree to release and to indemnify and hold harmless the Company, its subsidiaries, affiliates, officers, directors, agents, employees and all others associated with the development and execution of the promotion (collectively, the "Released Parties") for any liability, injury, death, loss or damages to Entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this promotion (or related activities) or the acceptance, possession or use/misuse of a Prize.

The Company is not responsible for entries that are corrupted or otherwise not received correctly, or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail, or on account of technical problems or traffic congestion on the Internet, or at any web site or combination thereof, including injury or damage to Entrant's or to any other person's computer related to or resulting from participating or downloading materials during the promotion. The Company assumes no responsibility for any incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of submissions for this promotion. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries, including (but not limited to) lost, late or misdirected entries. The Company is not responsible for user cheating or fraud by any Entrants. Any activities intended to disrupt or interfere with the promotion or defraud the Company in any way may be prosecuted to the fullest extent of the law. Entrants engaging in any of the foregoing activities will be disqualified and any Prize won will be forfeited.

The Company reserves the right, in its sole discretion, to modify, cancel, terminate, or suspend this promotion or these Official Rules without advance notice for any reason; including, but not limited to, the promotion not capable of running as planned, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Company which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion.

9. **WINNERS LIST.** If you desire a copy of the list of winners, send a hand-printed, self-addressed, stamped envelope to:

"Laplink's 35th Anniversary Giveaway - Winners List"

600 108th Avenue NE, Suite 610

Bellevue, WA 98004

Requests for winner's list must be received by October 1, 2018.

10. **DISPUTE RESOLUTION.** By participating, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or any Prize awarded, other than the administration or the determination of winners shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate Washington State Court located in King County, Washington; (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering but in no event attorneys' fees; and (3) under no circumstances will the Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Company, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Washington, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.