

Official Rules for the Peloton Sweepstakes

No Purchase Necessary. A Purchase Will Not Increase Your Chances Of Winning.

- 1. Eligibility:** The Sweepstakes is open only to legal residents of the United States who are at least eighteen (18) years old. Employees of Pendo.io, Inc. ("Sponsor"), as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter. **You are responsible for ensuring that your participation in the Sweepstakes complies with your employer's policies regarding receiving incentives from third parties.**
- 2. Entry Period:** The Entry Period begins at 9am ET on July 26, 2021 and ends at 12pm ET on August 31, 2021 (the "Entry Period").
- 3. How to Enter:** Visit <https://go.pendo.io/win-a-peloton.html> and complete the form to schedule a free demo. You will be contacted by a Sales Development Representative to discuss your use case. If the Sales Development Representative determines that Pendo can help, he/she/they will schedule a demo. If you complete the demo during the Entry Period, you will receive one (1) entry into the Sweepstakes. There is a limit of one (1) entry per person. By entering, you indicate your full agreement to these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.
- 4. Drawing:** On or about September 2, 2021, Sponsor will select one (1) potential winner in a random drawing of all entries received during the Entry Period. The odds of being selected depend on the number of entries received. The potential winner will be contacted via email and will be required to respond within 72 hours days. If the potential winner doesn't respond within this time, Sponsor may select an alternate potential winner in his/her place in a random drawing of all remaining entries.
- 5. Potential Winner Requirements:** A potential winner may be required to complete and return a declaration of eligibility and a liability/publicity release. If a potential winner fails to sign and return these documents within 72 hours, Sponsor may select an alternate potential winner in his/her place in a random drawing of all remaining entries received.
- 6. Prize:** One (1) winner will receive a Peloton Bike with an approximate retail value of \$1,895. **Peloton All-Access Membership is not included.** Sponsor will attempt to have the prize delivered within the current order and processing times from Peloton of confirming the winner. The winner is responsible for paying taxes and any other costs not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred, and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.
- 7. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with

the operation of the Sweepstakes, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Sweepstakes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

8. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (g) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
9. **Privacy and Publicity:** Any information you submit as part of the Sweepstakes will be treated in accordance with Sponsor's [Privacy Policy](#). Except where prohibited participation in the Sweepstakes constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
10. **Disputes:** You agree that any and all disputes, claims, or causes of action arising out of, or connected with, the Sweepstakes or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in North Carolina. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or Sponsor's rights and obligations in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of North Carolina, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than North Carolina.
11. **Winner Information:** For the name of the winner, send a self-addressed stamped envelope to **150 Fayetteville St #1400, Raleigh, NC 27601**. Requests must be received by **September 2, 2021**.
12. **Sponsor:** The Sweepstakes is sponsored by Pendo.io, Inc., 150 Fayetteville St., Raleigh, NC 27601.