

# Contest Rules for Infusionsoft's Meet the Profit Contest

These are the official rules ("Rules") for the Meet the Profit Contest (the "Promotion") being run by Infusion Software, Inc. If you participate in the Promotion, you ("Contestant") agree to comply with and be bound by the Rules.

**Sponsor:** The sponsor of the Promotion is Infusion Software, Inc. ("Infusionsoft"), 1260 S. Spectrum Blvd., Chandler, AZ 85286. All questions regarding the Promotion should be directed by email to [icon@infusionsoft.com](mailto:icon@infusionsoft.com).

**ICON17 ticket purchase necessary:** Must register for and purchase an ICON17 ticket in order to be eligible to win

**Jurisdictions:** The Promotion is void where any aspect of the Promotion is prohibited by law or where registration, bonding or translation is required.

**Objective:** Infusionsoft wants to recognize a customer or potential customer who wants help growing their business. Infusionsoft may share the Contestants' entries with the Infusionsoft community by posting them online via our company website and our company blog. Infusionsoft may use the entries as examples to other Infusionsoft customers or potential customers, included providing the entries (or parts of such entries) to such third parties by email or in conversation. One winner will be selected by Infusionsoft. The winner will be required to attend ICON17. If the winner is unable or unwilling to attend they will be ineligible for the grand prize and another winner may be chosen in the originally selected winner's place.

**Participation/Eligibility:** Contestant must submit a written question directed at Marcus Lemonis and supply a valid email address as part of the registration process and other identification information as requested. The Promotion shall commence on January 23, 2017 and end at 11:59 p.m. Arizona Time, \_\_\_\_\_ February 24, 2017 (the "Promotion Period"). No entries will be accepted after the Promotion Period. Each Entrant must be at least the 18 years of age.

- 1) Each Contestant must complete the Official Entry Form in its entirety (including evidence to substantiate Contestant's claims). Forms submitted without marketing materials as support will not be eligible for judging. Once a Contestant submits its entry, including marketing materials, online, an authorized Infusionsoft employee may remotely access the Contestant's account as part of the entry evaluation process. You acknowledge the possibility of such remote access and hereby authorize Infusionsoft to engage in such remote access without any prior notice to you.
- 2) If Contestant has a change of address or phone number after submitting the Official Entry Form Contestant must notify Infusionsoft in writing at [icon@infusionsoft.com](mailto:icon@infusionsoft.com) and provide Contestant's new address and phone number. Infusionsoft will only use the contact information as provided by Contestant under these Contest Rules. If Infusionsoft is unable to reach any Contestant that Infusionsoft originally selected to be a winner, Infusionsoft may disqualify the Contestant.
- 3) If a Contestant is selected as the winner, the Contestant must attend ICON17 on April 25-27, 2017, in Phoenix, Arizona. The winner will receive 30 minutes of consultation with Marcus Lemonis.
- 4) Infusionsoft employees, anyone who was formerly employed by Infusionsoft within the last three years, and the members of their respective families and households are not eligible.

**Entry Submission:** Submission of a Contestant's completed Official Entry Form constitutes the Contestant's express consent and permission for Infusionsoft to use Contestant's name, photographs, and written responses (in whole or in part) for promotional and advertising purposes to promote Infusionsoft, its business, its products and services, in any media and in any manner whatsoever, without limitation, additional authorization or restriction, and such consent is deemed given by Contestant's entry into the Promotion. Submission of the online Official Entry form shall be deemed contestant's acceptance of these Contest Rules.

**One Entry per Contestant:** Each Contestant may submit only one Official Entry Form. All entries provided in accordance with the Rules will be eligible to win.

**Winner Selection Timeline:** Infusionsoft anticipates that the winner will be selected and announced as set forth in the table below. But, it is possible that certain winner determination dates may be modified by Infusionsoft in its sole discretion. Should this happen, Infusionsoft will post on the Promotion website information on the new anticipated winner determination dates. The dates of the Promotion Period may be modified by Infusionsoft in its sole discretion.

| <b>MEET THE PROFIT KEY DATES</b>        |                   |
|---|-------------------|
| CONTEST LAUNCHES                        | January 21, 2017  |
| ENTRIES MUST BE SUBMITTED NO LATER THAN | February 24, 2017 |

|                                   |  |
|-----------------------------------|--|
| WINNER DETERMINED BY INFUSIONSOFT | March 17, 2017                             |
| WINNER ONSITE AT ICON             | April 24-27, 2017                          |
| CONSULTATION WITH MARCUS LEMONIS  | April 27, 2017 between 1:00 pm and 5:00 pm |

The winner will be notified by email and phone.

The winner will be announced on the ICON website, [www.attendicon.com](http://www.attendicon.com). All decisions by Infusionsoft are final and binding in all matters relating to this Promotion, including awarding of the prize as well as interpretation of these Contest Rules.

**Prizes:** Prizes may not be exchanged or altered in any way. Prizes are nontransferable, and no substitutes will be offered, except at Infusionsoft's discretion. Winnings may be subject to taxes and/or fees and are the responsibility of the Contestant.

- Prize –
- 30 min Q&A consult with Marcus Lemonis

**License to Display:** Contestant, by submitting an Entry Form, hereby grants Sponsor the right to display the Contestant's name and image on Sponsor marketing and promotional materials (including Sponsor booths at trade shows and the Sponsor's web site) both during and following the term of the Promotion.

**Limit of Liability:** INFUSIONSOFT SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPATION IN THE PROMOTION, OR WINNING OR USE OF A PRIZE, INCLUDING BUT NOT LIMITED TO: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; (IV) THE DOWNLOADING OF ANY MATERIAL IN CONNECTION WITH THIS PROMOTION; OR (V) ANY OTHER CONDITION THAT MAY CAUSE THE PROMOTION TO BE DISRUPTED OR CORRUPTED. INFUSIONSOFT RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE, TO SUSPEND OR CANCEL THE PROMOTION OR ALTER THE RULES FOR ANY REASONABLE REASON, INCLUDING, BUT NOT LIMITED TO, IF AT ANY TIME

A COMPUTER VIRUS, TECHNICAL PROBLEM, OR OTHER UNFORESEEABLE EVENT ALTERS OR CORRUPTS THE ADMINISTRATION OF THE PROMOTION.

**Release:** CONTESTANT RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS INFUSIONSOFT AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS AND AGENTS FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES (INCLUDING INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I) THE ENTRY SUBMITTED BY CONTESTANT; (II) ENTERING AND PARTICIPATING IN THE PROMOTION; AND/OR (III) ACCEPTING OR USING ANY PRIZE. HOWEVER, NOTHING IN THE RULES SHALL LIMIT INFUSIONSOFT'S LIABILITY UNDER ANY CATEGORY OF LIABILITY WHICH UNDER THE LAW OF A CONTESTANT'S JURISDICTION CANNOT LAWFULLY BE LIMITED.

**Governing Law:** The Promotion and the rights and obligations of Infusionsoft and Contestants will be governed by and controlled by the laws of the State of Arizona, United States of America, applicable to contracts made and performed therein regardless of any applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of Arizona, Maricopa County. The parties consent to the jurisdiction of the state courts of Arizona and federal court located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Promotion.

**Other Rules and Regulations:** Contestants must abide by rules and regulations of all other networks used during this contest. Infusionsoft reserves the right to change the rules as reasonably needed at any time.