

Official Rules

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

1. **Eligibility:** The Sweepstakes is open only individuals who share their kids' use of the Proofpoint Cybersecurity Coloring Book: Holiday Edition on Facebook, Instagram, LinkedIn or Twitter with #ProofpointHoliday and tag Proofpoint @proofpoint. Entrants must be at least eighteen (18) years old. Employees of Proofpoint, Inc. ("Sponsor"), as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees are not eligible to enter. Potential winners do not need to be present at the time of each drawing to win. Entry into the drawing signifies your consent to these Rules.
2. **Entry Period:** The Sweepstakes begins at 9:00 am ET on December 1, 2020 and ends at 12:00 pm ET on December 31, 2020 ("Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.
3. **How to Enter:**
 - a. To enter, individuals must share their or their kids' use of the Proofpoint Cybersecurity Coloring Book: Holiday Edition on Facebook, Instagram, LinkedIn or Twitter with #ProofpointHoliday and tag Proofpoint @proofpoint.
 - b. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion. 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. **Drawings:**
 - a. Sponsor will select five (5) potential Drawing winners in a random drawing of all entries received on Thursday, December 31, 2020. Entries that are not selected will roll over into subsequent drawings held during the Entry Period.
 - b. The odds of being selected in any drawing depend on the number of entries received for the relevant drawing. Sponsor will attempt to notify potential winners within three (3) business days of each drawing. Potential winners will be notified via the email address provided at the time of entry.
5. **Potential Winner Requirements:** Except where prohibited, a potential winner may be required to complete and return a declaration of eligibility and liability/publicity release. Upon notification by Sponsor, potential winner must respond to Sponsor no later than three (3) business days from the date of Sponsor's notification and provide any information required by Sponsor to complete prize delivery. Potential winners will also need to provide an address for Proofpoint to deliver the Prize. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the documents on his/her behalf. If a potential winner fails to sign and return these documents within the required time period, or the potential winner fails to respond to Sponsor's notification of selection within the required time period, and time permits, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
6. **Prizes:**
 - a. Five (5) Drawing winners will each receive one Ultimate Ears Boom 3 Bluetooth Speaker, valued at \$149.99USD.
 - b. A winner is responsible for paying any applicable income taxes and any and all other costs and expenses 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. You 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 in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes 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 the Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from 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 that may affect the Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes; or (f) 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 attorneys' fees or other legal costs. 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 used in accordance with Sponsor's [Privacy Policy](#). Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your 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 and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.
11. **Winners:** For a list of winners, send a self-addressed stamped envelope to Corporate Events c/o Proofpoint, Inc., 892 Ross Drive, Sunnyvale, CA 94089. Requests must be received by December 31, 2020.
12. **Sponsor:** The Sweepstakes is sponsored by Proofpoint, Inc., 892 Ross Drive, Sunnyvale, CA 94089.