Websense Canada Movie Event: Promotion Terms and Conditions

- 1. <u>Term.</u> The \$100 Best Buy Gift Card] ("Promotion") term starts on September 17, 2013 at midnight Pacific Time and ends on November 8, 2013 at 11:59pm Pacific Time ("Promotion Term"). The terms and conditions outlined herein will be in effect for the duration of the Promotion Term and will govern the Promotion.
- 2. Participants/Website. The Promotion is available to attendees of the Websense Private Screening of Thor: The Dark World in 3D. To be eligible for the Promotion, Participants must register to attend the Websense Private Screening of Thor: The Dark World in 3D (www.websense.com/CanadaMovieEvent). Promotion claim forms, rules, activity rewards, and contact information for claims submission and inquiries are available at the Promotion Website. Open only to Canadian Residents. The winner must attend the Websense Private Screening of Thor: The Dark World in 3D .Participants are not entitled to participate if participation or winning a prize is prohibited or restricted by their employer or their national or local government. Participants must be 21 years of age or older. Employees (and their immediate families or persons who reside in the same household) of Websense, related companies, advertising and promotional agencies are not eligible.
- 3. <u>Sweepstakes Notification:</u> The winner will be announced by November 8, 2013. The winner will be notified in person at the event. Void where prohibited, restricted by law, or your employer.
- 4. Modification/Notice. Websense may suspend, modify, or terminate this Promotion, in whole or in part, for any reason, at any time, upon 10 days prior notice. Notices will be given on the Promotion Website located at www.websense.com/CanadaMovieEvent
- 5. <u>Tax ID.</u> All Participants must provide their tax identification number at the time of registration for tax reporting purposes. Any rewards earned by a Participant may be treated as taxable income upon issuance of the reward and be considered direct compensation for taxation purposes. Liability for governmental taxes (e.g. federal/country, state, and local) or other taxes imposed upon a reward received is the responsibility of the Participant.
- 6. <u>Rewards.</u> To qualify for a Promotion reward, Participant must [register and attend the Websense Private Screening of Thor: The Dark World in 3D. To receive a reward, Participants must fully complete an affidavit and release.
- 7. <u>Audit.</u> Websense may audit all reward claims, either directly or indirectly. Partner and Participant shall cooperate and assist Websense with any audit. Participants are liable to Websense for the dollar value of any reward and any costs associated with any violation or misuse of this Promotion by the Participant.
- 8. <u>Decisions.</u> Websense, at its sole discretion, may disqualify any Participant for any reason. Violations include, but are not limited to, intentional duplicate claim submissions, providing intentional false information on claim submissions or any required proof-of-sale documentation. Failing to provide all needed tax information. All decisions of Websense concerning the Promotion are final.
- 9. <u>No change.</u> This Promotion does not alter or change the terms and conditions under which Partner has agreed to resell Websense products.
- 10. <u>No Liability.</u> Websense expressly disclaims any and all liability relating to the results of any of its marketing plans or the Promotion.
- 11. <u>Interpretation.</u> Websense account representatives have no authority to interpret or vary the terms of this Promotion.
- 12. <u>End User Information.</u> Partner acknowledges that Websense may use end user information provided to Websense under this Promotion for the purpose of confirming that a claim meets all of the requirements of the Promotion and for marketing purposes and by participating in the Promotion you agree to allow the publication of your name in relation to the Promotion.
- 13. <u>Overlay Promotions.</u> Occasionally, Websense may run additional overlay promotions or contests, and special additional terms may apply to such promotions. Special promotion terms will be posted to the Promotion Website for the duration of an overlay promotion.
- 14. Rewards Cards. Reward payouts are paid using a Best Buy Gift Card. The card is not redeemable for cash and may not be used for cash withdrawal at any cash-dispensing locations. The card is not transferable and non-refundable. Websense, at its discretion, may substitute a cash reward. All rewards cards may require an activation step that must be performed by the Participant. Participants must follow the steps detailed on the accompanying reward card mailer to complete the reward card

- activation. Reward cards expire one year from issuance date. A monthly service fee will be applied to cards with remaining balances after expiration. [not applicable]
- 15. Purchase. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THE SWEEPSTAKES. Entrants can enter the Sweepstakes by the Alternate Method of Entry ("AMOE") by sending a printed 3" x 5" card mail-in entry with his/her name, address, phone number, and email address (if any) to the following address: Websense [Sweepstakes Administrator, Websense, Inc., 10240 Sorrento Valley Road, San Diego, CA 92121. Websense, Inc. is not responsible for lost, late, illegible, misdirected and postage due entries. Such entries are not eligible and will be disqualified. All mail-in entries are limited to one (1) per envelope and must be received by [November 8, 2013] 11:59 Pacific Time. Any reproduced entries are not eligible and will be disqualified.] [not applicable]
- 16. Odds of Winning: Odds of winning depend upon the number of eligible entries earned before November 8, 2013. You have not yet won a prize. Sponsored by Websense, Inc., 10240 Sorrento Valley Road, San Diego, CA 92121.
- 17. General: Prizes may not be substituted, transferred, redeemed for cash or exchanged except at the sole discretion of Websense. Websense reserves the right, in its sole discretion, to substitute the cash value for the prize listed above. Prizes are non-assignable and nontransferable. By acceptance of a prize, each winner consents to the use of his/her name, employer, city and country of residence, photograph and/or likeness for Websense advertising and/or trade purposes without compensation. Further, winners agree to execute the Websense standard Affidavit of Eligibility and Liability Release form. Winners also agree to completely and accurately complete any applicable tax documents. If a winner fails to provide these documents within seven (7) days after their receipt, an alternate winner will be selected. The winners are responsible for the reporting and/or payment of any taxes or fees related to the prize. By entering the Sweepstakes, each entrant agrees to these rules and decisions of Websense, whose decisions are final and binding in all matters relating to the Promotion and this Sweepstakes, All information submitted becomes the property of Websense and will not be returned. By participating, entrants and winners agree to release and hold harmless Websense, subsidiaries, affiliates, channel partners as well as its and their representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with participation in the Sweepstakes, or possession, acceptance and/or use or misuse of a prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.
- 18. Additional Terms: Websense and its agents are not responsible for printing or typographical errors in any Promotion or Sweepstakes material; stolen, late, lost, misdirected or incomplete entries; or for any computer, software, telecommunications network, website or electronic defect, error or failure regardless of reason. If, for any reason, the Promotion or this sweepstakes cannot be completed as planned by infection of computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failure or other failures which in the sole opinion of Websense corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. Websense reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this the Promotion or this sweepstakes. The Promotion and sweepstakes is governed by, and will be construed in accordance with, the laws of the State of California, and the forum and venue for any dispute shall be in San Diego, California. If any controversy or claim arising out of or relating to the Promotion, or the breach of any term hereof, cannot be otherwise resolved, it shall be resolved by binding arbitration conducted in the County of San Diego, and administered by JAMS in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an experienced arbitrator licensed to practice law in California. Websense will not be liable for any indirect, punitive, consequential. liquidated or incidental, whether or not foreseeable, including but not limited to negligence, breach of contract, tort or otherwise and third party claims even if advised of the possibility thereof. In no event will Websense's liability arising out of or related to the Promotion exceed \$100. If a Canadian resident is selected as a winner, before any prize is actually awarded to him/her, that person must also answer correctly within a five-minute time period a mathematical skill-testing question without the benefit of any calculating devices.