

**OFFICIAL RULES FOR
PROS Distribution PODCAST SWEEPSTAKES**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Sweepstakes Description

The [PROS Distribution Podcast Sweepstakes] (“*Sweepstakes*”) is sponsored by PROS, Inc. (“*Sponsor*”). The prize(s) described in Section 5 below will be awarded based on a random drawing of eligible entries received before the Entry Deadlines described in Section 3 below. This Sweepstakes is void where prohibited and subject to all local, state, and federal laws and regulations.

2. Eligibility

The Sweepstakes is open to legal residents of the 50 United States and the District of Columbia, excluding Alaska and Hawaii, aged eighteen (18) or older (except you must be at least 19 in Nebraska and Alabama). Employees of Sponsor, or any of its affiliated entities, and each of their respective advertising and marketing agencies and any party involved with the administration of the Sweepstakes (collectively all of these entities to be referred to as the “*Sweepstakes Entities*”) and members of such employees’ respective immediate families (parent, spouse, child, sibling, grandparent and grandchild) regardless of whether they reside in the same household, and members of the same household of such employees, are not eligible to enter.

3. How to Enter

You can enter in one two ways:

(a) by going to [pros.com/naw] and registering for the [PROS Distribution Podcast]; or

(b) by mailing in a 3x5 postcard with your name, email address and street address to **PROS, Inc.**, Attn: [PROS Distribution Podcast (Sponsored by PROS) Sweepstakes], 3100 Main Street, Suite #900, Houston, TX 77002, USA. Mail-in entries must be postmarked by June 26, 2020 and received by June 30, 2020 to be eligible. You can submit one (1) mail-in entry as long as you have not entered online as described in subsection (a) above.

Sponsor’s computer for receiving entries will be the official time clock for online registration in this Sweepstakes. All deadlines for entries will be referred as the “*Entry Deadlines*.” Any entry submitted on behalf of an entrant who does not meet the eligibility requirements (including all requirements with respect to age and residence) is void.

[In the event of a dispute over the identity of a potential prize winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and any potential winner may be required to provide evidence sufficient to show that he/she is the

authorized account holder of the email address. It is the sole responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail or postal address or phone number.]

Sponsor is not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries. Sponsor is not responsible (a) if online service or equipment is interrupted, including (1) interruptions to any network, server, Internet, Web site, telephone, satellite, computer or other connections, (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electric; or (b) for the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

4. Winner Selection and Notification

On or about each of May 26, 2020, June 2, 2020, June 9 , 2020, June 16, 2020, June 23, 2020, a random drawing will be conducted from all eligible entries as of such date by Sponsor to select the winner(s) of the prize(s). The odds of winning depend on the number of eligible entries received. Each potential prize winner will be notified by phone, e-mail or regular mail, in Sponsor's sole discretion. If a potential winner does not respond to the prize notification or cannot be reached within three (3) business days, any prize notification is returned as undeliverable, or any Documents specified in Section 7 below are not returned within three (3) business days of issuance, the potential winner may be disqualified in the sole discretion of Sponsor and an alternate potential winner randomly selected from the remaining eligible entries. A potential winner will not be deemed a winner until he/she meets all the conditions and requirements set forth in these Official Rules. The prize will then be awarded to such winner.

5. Prize(s) and Value

The following prize will be awarded by Sponsor to seven (7) individual, eligible prize winners: an electronic (ebook) copy of "Innovate to Dominate: The 12th Edition in the Facing the Forces of Change® Series" by Mark Dancer. The approximate retail value ("ARV") of each prize package is \$315. A prize winner is not entitled to any difference between the ARV and the actual value of the prize.

No assignment or transfer of any prize will be permitted, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize with one of comparable or greater value if an advertised prize is unavailable for any reason including, game cancellations, acts of God, force majeure and other causes beyond the Sponsor's control. The prize cannot be redeemed for cash. Each winner is solely responsible for all federal, state and local taxes associated with the receipt of the prize. Each winner will be issued a Form 1099 in the amount of the prize.

Sponsor makes no representation or warranty regarding any prize, and expressly disclaims any and all express or implied warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

6. Acceptance of Official Rules

As a condition of entry, entrants fully and unconditionally agree to these Official Rules and to Sponsor's decisions, which are final and binding in all respects. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

7. Prize Documents and Releases

(a) Each prize winner must sign an affidavit of eligibility and a liability/publicity release (unless prohibited) as well as any required W-9 and other tax-related forms (collectively "**Documents**") and return the Documents within three (3) business days of issuance by Sponsor.

(b) By participating in this Sweepstakes or receiving a prize, entrants agree to release and to indemnify and hold harmless the Sweepstakes Entities and each of their officers, directors, employees and agents from 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 Sweepstakes (or related activities) or the acceptance, possession or use/misuse of the prize.

(c) Except where prohibited, each prize winner grants the Sweepstakes Entities permission to use his/her name, likeness, voice, statements and biographical information for publicity, advertising, trade or promotional purposes in any media or manner, now known or hereafter devised, worldwide, in perpetuity, without further payment, consideration, notice or approval.

8. General Provisions

Sponsor reserves the right to cancel or modify the Sweepstakes (or any portion thereof) if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes, as determined by Sponsor, in its sole discretion. If the Sweepstakes is so cancelled, Sponsor reserves to select the winner(s) by a random drawing from among all eligible entries received prior to the time of termination. Inclusion in such drawing will be each participant's sole and exclusive remedy under such circumstances. If due to a printing, production or other error, more prizes are claimed than intended to be awarded as described in Section 5 above, the intended prize will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prize(s) be awarded. Sponsor reserves the right in its sole discretion to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules, or acts in unsportsmanlike or disruptive manner. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Disputes/Choice of Law

Except where prohibited, each entrant (a) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Harris County in the state of Texas, (2) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, and (3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "*Special Damages*"), and (b) hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Texas law, without reference to choice of law rules, governs the Sweepstakes and all aspects related thereto.

10. Privacy

Information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the prize winner(s) and fulfill the prize(s), and for other purposes as set forth in Sponsor's privacy policy accessible at: <http://www.pros.com/privacy>, and may be shared with third parties for purposes of Sweepstakes administration and for other purposes set forth that privacy policy. By entering the Sweepstakes, entrants agree that they may be contacted by email, phone or regular mail at the addresses/numbers provided for purposes of the Sweepstakes, and for other purposes set forth in Sponsor's privacy policy.

11. Winner List

For the name of the prize winner(s), available after August 30, 2020, send a self-addressed, stamped envelope to: PROS, Inc., Attn: "PROS Distribution" Podcast (Sponsored by PROS) Sweepstakes Winners, 3100 Main Street, Suite #900, Houston, TX 77002, USA

12. Sponsor

This Sweepstakes is sponsored by PROS Inc.

ABBREVIATED RULES FOR WEBSITE AND EMAILS

NO PURCHASE OR PAYMENT NECESSARY. Must be 18 years or older, and resident of the 50 United States and DC (19 for NE and AL) to enter the sweepstakes. Sweepstakes ends September 28, 2017. Void where prohibited. Odds of winning depend on number of entries received. Sponsor: PROS Inc. For Official Rules and alternative method of entry, go to [pros.com/naw].