

## 2018 Dreampitch at Dreamforce

**THE CONTEST IS VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES.**

**Contest Overview:** The 2018 Dreampitch at Dreamforce contest (“Contest”) is designed to recognize startups that have built their technology stack on the Lightning, Force.com or Heroku platforms or integrated their technology stack with at least one of the aforementioned platforms and meet the eligibility requirements. Sponsor will select eight (8) semi-finalists (“Semi-Finalists”) from among all eligible entries received to travel to San Francisco, CA and present their elevator pitch while riding an elevator. Sponsor will select three (3) finalists (“Finalists”) from among the Semi-Finalists to compete for the Grand Prize at the 2018 Dreampitch at Dreamforce. The Finalists will present their business pitch live to a panel of judges on Wednesday, September 26, 2018 at Dreamforce in San Francisco, CA (“Dreamforce”). **Sponsor reserves the right to terminate the Contest without awarding a prize if it does not receive a sufficient number of qualified and eligible entries. If the Contest is terminated, Sponsor will post a notice on <https://www.salesforce.com/dreamforce/dreampitch/>.**

**Entry Period:** The Contest begins on July 10, 2018 at 8:00:00 a.m. and ends on July 29, 2018 at 11:59:59 p.m. (“Entry Period”). Entries submitted before or after the Entry Period are not valid and will not be considered. Sponsor’s computer will be the official clock of the Contest. All times in these Official Rules are Pacific Time.

**Sponsor:** The Contest is sponsored by Salesforce.com, inc. (“Sponsor” or “Salesforce”). In these Official Rules, the terms “we,” “us,” or “our” refer to Salesforce.com, inc., and/or the Contest Administrator, and the terms “you” and “Entity” refer to you, the entrant, both as an individual and as part of the Entity.

**Administrator:** The Contest is administered by Recess Digital Inc., 578 Washington Blvd #661, Marina del Rey, CA 90292. These Official Rules were last updated on July 9, 2018.

**T-Mobile:** Certain Contest prize elements are provided or made available by T-Mobile USA, Inc. (“T-Mobile”), 12920 SE 38th Street, Bellevue, WA 98006.

**Eligibility:** The Contest is open only to Entities who: (a) are independent and separate legal entities (C corporation or LLC) domiciled in the United States; (b) are in compliance with all applicable laws, acts, regulations, rules, and ordinances in the state in which they are incorporated; (c) have not received more than \$7,000,000 USD in aggregate cash funding since formation of the Entity; (d) have at least \$25,000 USD gross revenue on an annual run rate basis (calculated using the Entity’s gross revenue in its most recent quarter, multiplied by four (4)); (e) have built the Entity’s technology stack on the Lightning, Force.com or Heroku platforms or integrated their technology stack with at least one of the aforementioned platforms; (f) are not under bankruptcy protection or have judicial liens or attachments; (g) do not promote, sell, or advertise any products, ideas, or services that fail to comply with all applicable laws, acts, regulations, rules and ordinances; and (h) are not under current investigation, or are not currently a party to or have been convicted in a civil or criminal matter. The person entering on behalf of the Entity must be a person with authority to bind the Entity to these Official Rules. Sponsor reserves the right to disqualify an entrant that Sponsor determines could potentially reflect negatively on Sponsor’s image. VOID OUTSIDE OF THE UNITED STATES

## AND WHERE PROHIBITED BY LAW.

An Entity is not eligible to participate if any one of the company's officers, C-suite executives, directors, employees, consultants or contractors at any point since July 1, 2015: (a) is or was employed by (or worked as a consultant for) Salesforce, the Salesforce Foundation, Salesforce.org, T-Mobile, their respective affiliates or any of their direct or indirect wholly or majority owned subsidiaries; (b) is the immediate family (spouse, parents, siblings, and children) or household member of any of the employees, consultants or contractors in (a) above; (c) provided service as an officer, C-suite executive, director, employee, consultant or contractor of an entity in which Sponsor, T-Mobile, or their subsidiaries or affiliates have invested or holds an ownership interest; or (d) the Entity or any of its officers, C-suite executives or directors were selected as a finalist or a winner of any sweepstakes or contest sponsored or organized by Salesforce, the Salesforce Foundation, Salesforce.org and affiliates or any of their direct or indirect wholly or majority owned subsidiaries that offered a prize to any winner with a cash value of \$15,000 USD or more.

### **Entry:**

You must submit your Entity's entry at <https://www.salesforce.com/dreamforce/dreampitch/> during the Entry Period. An Entity may only submit one (1) entry. Incomplete entries may be disqualified. Your entry must consist of the following:

- A complete entry form application
- A URL link to a public 1-2 minute YouTube video by the Entity's founding team presenting your Entity's "elevator pitch" describing the company, company's competitive advantage, and the use of either the Lightning, Force.com or Heroku platforms.

All materials related to the entry must be in English.

By submitting an Entry, you represent and warrant that: (i) You have read and agree to these Official Rules; (ii) You have fully complied with these Official Rules; and (iii) the Entity's technology stack is built on or integrated with the Lightning, Force.com or Heroku platform. We reserve the right to disqualify any entry that is offensive, as determined by us, in our sole discretion. Please ensure your entry is appropriate for all viewing audiences. We reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Contest. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance in a timely manner, or if we have reason to believe that you are not complying with the Official Rules, you may be disqualified, in our sole discretion.

### **Judging Criteria and Process:**

Round 1: Recess will judge all eligible entries received during the Entry Period and select up to twenty-five (25) entrants with the highest scores according to the following Judging Criteria ("Judging Criteria"), each of which will be scored on a scale between 1 to 5 points: (a) the ability of the current team to execute; (b) innovation in the existing marketplace; (c) understanding of market size and ability to capture market share; (d) company culture and team dynamic, focusing on the team's commitment to Equality for all, and/or pledge or commitment to Pledge 1% as defined at [www.pledge1percent.org](http://www.pledge1percent.org); and (e) use of the Lightning, Force.com or Heroku platforms. Recess may or may not reference any materials which you submit as part of the Entry.

Round 2: Sponsor or its designee will review the up to twenty-five (25) top entrants and select eight (8) eligible entrants with the highest scores to move on to the application and eligibility review process (“Review Process”). The eligible entrants will be notified on or about August 6, 2018 that they have been selected for the Review Process. Each entrant will be required to sign and deliver an agreement no later than August 8, 2018 attesting to the Entity’s compliance with all of the Official Rules. The failure to submit an affidavit by an executive with the authority to bind the Entity in a timely manner will result in disqualification. Entrants agree to speak with Salesforce representatives during the Review Process to determine eligibility and compliance with the Official Rules. **For purposes of clarity, participating in the Review Process does not make you a Semi-Finalist or a Finalist.** You are not a Semi-Finalist until you receive an official email confirmation from Salesforce that you have made it to Round 3 and will be participating as a Semi-Finalist. The Semi-Finalists will be notified of their confirmation on or about August 20, 2018.

Round 3: One (1) executive representing each Semi-Finalist and who has the authority to bind the Entity agrees to travel to San Francisco, CA to present their live business pitch while riding a high-rise elevator (the “Ultimate Elevator Pitch”). Each Semi-Finalist participating in the Ultimate Elevator Pitch will be required to give a brief “elevator pitch” and answer questions raised by a judge or judges. The Semi-Finalists will be judged based on the Judging Criteria, and the three (3) eligible Entities with the highest combined scores will move on to Round 4 as Finalists. You are not a Finalist until you receive an official email confirmation from Salesforce that you have made it to Round 4 and will be attending Dreampitch at Dreamforce as a Finalist. The Finalists will be notified of their confirmation on or about September 7, 2018.

The executive of each Semi-Finalist who will be presenting the Entity’s live business pitch as part of Round 3 agrees to participate in one (1) mentorship session during August 2018 for the purpose of improving their business pitch.

Round 4: One or two executives representing each Finalist and who have the authority to bind the Entity agree to present their live business pitch at Dreamforce in front of a panel of judges. Each Finalist will be required to give a 5-minute presentation and answer questions raised by the judges. The Finalists will be competing for an investment opportunity of up to \$250,000 USD from Salesforce Ventures LLC (“Salesforce Ventures”).

The executive(s) of each Finalist who will be presenting the Entity’s live business pitch at Dreamforce agree to (i) participate in three (3) mentorship sessions during September 2018 for purposes of improving their business pitch and materials, (ii) provide Sponsor with their final business pitch presentations and technical requirements no later than September 20, 2018 at 12:00 p.m., (iii) participate in a dry-run on site in San Francisco, CA prior to Dreampitch at Dreamforce and (iv) participate in press interviews set up by Salesforce. Failure to adhere to any of the aforementioned activities or provide the required materials may result in a disqualification and forfeiture of any prize.

If we become aware of a potential conflict of interest on the part of a judge due to his or her relationship to a contestant or otherwise, we will determine an appropriate course of action in our sole judgment. Entries may be subject to a due diligence review by Sponsor or Recess at any time for eligibility and compliance with these Official Rules. Contestants must provide any such additional information as may be required in order to remain eligible. Determination of eligibility and

compliance is at our sole discretion and may result in the disqualification of an entrant. Our decisions, those of Recess, and those of the judges are final and binding.

In the event of a tie, in any round, the judges will re-evaluate the tied entries according to the Judging Criteria until the tie is broken.

## **PRIZES:**

**Semi-Finalist Package:** The eight (8) qualifying Semi-Finalists with the highest scores will receive: (i) round trip domestic coach airfare travel for one (1) executive of the Entity who has the authority to bind the Entity to San Francisco, CA, and (ii) hotel accommodations from September 3, 2018 through September 5, 2018 in San Francisco, CA. The value of the prize will vary depending on various factors, including the date of booking and the point of departure. If the Semi-Finalist resides within 100 miles of San Francisco, CA (as determined by Sponsor), Sponsor reserves the right to substitute ground transportation in lieu of airfare at its sole discretion, and any difference in value will not be awarded.

**Finalist Package:** The three (3) qualifying Finalists with the highest scores will receive: (a) round trip domestic coach airfare travel for two (2) executives of the Entity who have the authority to bind the Entity to San Francisco, CA, (b) double occupancy hotel accommodations from September 25, 2018, 2018 through September 27, 2018 in San Francisco, CA, (c) and two (2) passes to Dreamforce. The value of the prize will vary depending on various factors, including the date of booking and the point of departure. If the Finalists reside within 100 miles of San Francisco, CA (as determined by Sponsor), Sponsor reserves the right to substitute ground transportation in lieu of airfare at its sole discretion, and any difference in value will not be awarded.

**Grand Prize:** During Round 4, the judges will use the Judging Criteria to select in their sole and absolute discretion one (1) Grand Prize winner. The Grand Prize winner will receive (i) a \$250,000 USD investment opportunity from Salesforce Ventures; (ii) authorization to use the Designations (as defined below) during the Term set forth below; and (iii) an AppExchange Launch Package consisting of: (a) promotion of Grand Prize winner's AppExchange App on the AppExchange home page for a period of one (1) month; (b) two (2) rounds of design consultation from the AppExchange team for the Grand Prize winner's AppExchange listing; (c) one (1) product demonstration video of up to 80 seconds in length created by the AppExchange team for the Grand Prize winner's AppExchange listing; (d) one (1) feature of the Grand Prize winner's AppExchange app in one (1) AppExchange email newsletter; (e) waiver of the AppExchange security review fee for one (1) app created by Grand Prize winner; and (f) one (1) one-hour phone call or video chat with an AppExchange Technical Evangelist regarding the Grand Prize winner's AppExchange app.

The investment opportunity will be subject to the terms of investment between Salesforce Ventures and the Grand Prize winner. Such terms of agreement may include but are not limited to, a confidentiality agreement, a management rights letter agreement, a SAFE (simple agreement for future equity) or similar investment agreement, and other terms and conditions required by Salesforce Ventures. These agreements will be provided after the Grand Prize winner has been awarded an investment opportunity. A fully executed confidentiality agreement from the Grand Prize winner will be required prior to receiving the management rights letter agreement, an investment document or other terms required by Salesforce. If the parties are unable to reach an agreement, the Grand Prize winner will forfeit the investment opportunity.

The Grand Prize winner will also receive one (1) T-Mobile Prize Package provided by T-Mobile. The T-Mobile Prize Package includes: (i) one T-Mobile Mobile Solution Package consisting of (a) up to ten (10) devices with one (1) year of T-Mobile service, and (b) additional T-Mobile business services for the Entity as determined by T-Mobile; and (ii) a T-Mobile Tech Experience Center Travel Package consisting of (v) a visit to the T-Mobile Tech Experience Center in Bellevue, WA (the "Center"); (w) round-trip domestic coach airfare travel for up to four (4) employees of the Grand Prize winner to Bellevue, WA; (x) double occupancy hotel accommodations in or around Bellevue, WA for the up to four (4) employees of the Grand Prize winner visiting the Center; (y) one lunch-and-learn session for the up to four (4) employees of the Entity with one T-Mobile senior leader; and (z) one testimonial video featuring the Entity to be filmed at the Center and promoted via T-Mobile for Business web and social media channels.

Approximate retail value ("ARV") of the AppExchange Launch Package is \$40,000 USD. All elements of the AppExchange Launch Package must be redeemed by September 26, 2019 or the prize will be forfeited and Salesforce will have no further obligations to the Grand Prize winner. Total value of the T-Mobile Mobile Solution Package shall not exceed \$18,000. ARV of the T-Mobile Tech Experience Center Travel Package is \$7,000. The actual value of the package will vary depending on various factors, including the point of departure. Any difference between approximate and actual value of any prize will not be awarded.

**Grand Prize Designation:** The Grand Prize winner will be authorized to use the designation "2018 Dreampitch at Dreamforce Winner" and any associated badges provided directly by Salesforce (collectively "Designations"). The limited and revocable right to use the Designations will end December 31, 2020 or unless terminated earlier by Sponsor for any reason ("Term").

**Honorable Mention Finalist Designation:** During the Term, the two (2) Honorable Mention Finalists will be authorized to use the designation "2018 Dreampitch at Dreamforce Finalist."

**Semi-Finalist Designation:** Semi-Finalists may, at Sponsor's discretion, be authorized to use during the Term the designation "2018 Ultimate Elevator Pitch Participant" and any associated creative materials provided directly by Salesforce.

Semi-Finalists, Finalists, and the Grand Prize winner must sign a license agreement for the use of the Designations and follow any usage guidelines provided by Sponsor. Unless terminated sooner, at the end of the Term, Semi-Finalists and Finalists shall immediately cease using the Designations on any material and for any purpose, unless otherwise authorized in advance and in writing by Salesforce. Grand Prize winner may not represent that they are a Salesforce Ventures portfolio company and agrees that any mentions of Salesforce investment will be only as a result of participation in Dreampitch and limited to the use of the Designations.

Semi-Finalists, Finalists, and the Grand Prize winner are responsible for paying any taxes, costs, and any expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. Sponsor is not responsible for any cancellations, delays, diversions or substitution or any act or omission whatsoever by the air carriers, hotels, venue operators, transportation companies, or any third parties. No refund or compensation will be made in the event of the cancellation or delay of any prize element.

## **General Terms**

By registering and participating in the Contest, you indicate your full and unconditional agreement to these Official Rules, the [Salesforce Event Terms of Service](#), [Salesforce Event Code of Conduct](#), and other instructions related to the Contest, as well as to our decisions regarding the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules. Prize winners may be required to complete tax forms or other documents requested by T-Mobile within the time period stipulated by T-Mobile. You acknowledge and agree that Sponsor is not responsible for any prize or prize element provided or made available by T-Mobile. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize or prize element provided or made available by T-Mobile.

You acknowledge that we, other entrants or others may have developed or commissioned technology similar or identical to that of your technology or may develop something similar in the future, and you waive any claims you may have resulting from any similarities to your technology or business model.

You understand that we cannot control the information you disclose to us or our representatives in the course of participating in the Contest, or what we or our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry.

By participating in the Contest, you agree that we may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you. You understand that you will not receive any compensation or credit from us for use of your entry in connection with this Contest. We are not responsible for any unauthorized use of your entry by those accessing or viewing your entry.

Please note that during and after the Contest, the Entity may be publicized in advertisements related to the Contest. These advertisements may be distributed online and posted on our site or third-party websites. You grant us the right to use or display your entity's trademarks (including any logo or brand). If do not want to grant us the rights granted under these Official Rules and other documentation as may be required to complete the investment opportunity please do not enter this Contest.

Nothing in these Official Rules shall be interpreted as granting you permission to use or display any Sponsor trademarks (including any logo or brand) or rights in any Sponsor technologies or IP. You agree to contact us for written approval prior to promoting or publicizing your participation in and, if applicable, you winning the Contest.

We may modify any provision of these Official Rules at any time, by posting updated rules at <https://www.salesforce.com/dreamforce/dreampitch/>. You are responsible for checking this site regularly. Because we will endeavor to provide important notices to you via email address you have provided at registration, it is important that you regularly check that e-mail address.

Without limiting our rights and remedies, we reserve the right, in our sole discretion, to disqualify any Entity who: (a) fails to comply with any provision of these Official Rules, the [Salesforce Event Terms of Service](#) and [Salesforce Event Code of Conduct](#); (b) cheats or tampers with the operation of the Contest, or otherwise acts in a disruptive or inappropriate manner; or (c) engages in conduct

that is unlawful, offensive, or otherwise leads us to conclude, in our sole discretion, that public association with you could cause controversy or embarrassment to us or our partners.

In the event that the operation, security, or administration of the Contest is in our judgment impaired in any way, we may, in our sole discretion, without limitation: (a) suspend the Contest to address the impairment and then resume the Contest; (b) award the prize according to the criteria set forth above from among the eligible entries received up to the time of the impairment, (c) extend any deadlines; or (d) take any other reasonable action as we deem necessary and appropriate to the circumstances. Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Contest for any reason, and to select a winner from among the applicable eligible entries received up to the time of such cancellation, termination, modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion.

By entering, you agree to release, defend and hold harmless Sponsor, Recess, T-Mobile, the judges, and their respective 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 your participation in the Contest, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors that may impair your ability to participate in the Contest; (c) errors in the administration of the Contest; (d) any claim or allegation that your participation in this Contest, or your entry, was in violation of these Official Rules, or that your Entry infringes any copyright, trademark, or any other intellectual property right; and (e) claims relating to damage to persons or property.

### **Governing Law:**

Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Francisco, California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, our rights and obligations connection with the Contest, 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.

Our failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

### **Privacy and Publicity**

By submitting an entry, you grant us an irrevocable, royalty-free, worldwide right and license to: (a) use, review and otherwise analyze any information you include as part of your entry and as part of your participation in the Contest and acceptance of any prize, including but not limited to, your participation in the Contest; and (b) feature your entry and all its content, your technology, executives and Entity for all promotional purposes (including but not limited to, in advertisements, press releases, presentations and trade shows) in all media now known or later developed.

Entity and executives participating in all activities related to the Contest, including, but not limited to, participation at Dreamforce agree to sign any necessary documentation that may be required for us, our designees and T-Mobile to make use of the rights you granted.

Entrant information submitted will be collected and used in accordance with Sponsor's Privacy Policy, which can be found at <https://www.salesforce.com/company/privacy>. Semi-Finalists' information will be shared with T-Mobile and used by T-Mobile in accordance with its privacy policy, available at <https://www.t-mobile.com/website/privacypolicy.aspx>. In addition, when you submit information on a website run by a third party in connection with this Contest, your information may be used by that third party in accordance with its privacy policy.

You may be filmed or photographed while you are participating in the Contest. Except where prohibited, by participating in the Contest, you agree that we and T-Mobile may use your name, likeness, photographs, audio-visual footage, comments, and any other record of your participation in the Contest for promotional purposes at any time and in any media now known or hereinafter devised.