



At the Magento Imagine Conference we love to celebrate eCommerce innovation!

Now we want to give inventive Magento users a chance to win a free trip to Imagine 2013 in Las Vegas!

### Eligibility

Eligible users are encouraged to submit qualifying new ideas focusing on the intersection of social and mobile commerce by completing the entire Submission Form found on [imageecommerce.com](http://imageecommerce.com) (“Qualifying Entry”). Users must be fans of the Magento Ecosystem Facebook page in order to enter.

### Contest Instructions

HOW TO ENTER:

Click on the “Entry Form” button and follow the instructions to submit your Qualifying Entry during the Entry Period. Qualifying Entries must be received by 12:00 PM PT on February 17, 2013 in order to be eligible. Each Qualifying Entry may only be submitted one (1) time. If multiple merchants collaborate on a Qualifying Entry each individual listed on the Qualifying Entry will be entered into the Sweepstakes. Organizer is not responsible for lost, late, incomplete, illegible, or damaged entries. Submit a screen shot of the store or functionality to one of the following categories, along description of what makes it unique, successful, or innovative.

Category 1: Site Design

- Look & Feel
- UX

Category 2: Site Promotion

- Sales promotions
- Marketing campaigns
- Social media & emails

### Category 3: Site Customization

- Custom Functions
- Innovative ways of extending the Magento Platform

*\* We recommend providing results, such as conversion rates, page views, average order value to illustrate your entry added success to your site.*

### Prize Details

PRIZE: We will select a winner from each category with the most votes to receive one free Imagine 2013 ticket each. Approximate Retail Value (ARV): \$1,195 (as of January 11, 2013). Winners will have the option to be reimbursed if they have already purchased a ticket.

The entry with the most overall votes will also win a two-night stay at the M resort in Las Vegas, NV and a \$500 American Express gift card to put towards their trip. Approximate Retail Value (ARV): \$1,000 (as of January 11, 2013). No substitutions or cash equivalents are permitted, except that Sponsor at its sole discretion, may substitute the prize with a prize of equal or greater value.

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**Disclosure:** We will be posting the winner's name on (website name)

### Contest Dates

**TIMING:** The challenge begins at 12:00 PM Pacific Time (PT) on January 17, 2013 and ends at 11:59 PM (PT) on March 3, 2013.

### Submission Period :

January 14, 2013 – February 17, 2013

### Voting Period:

February 18, 2013 – March 3, 2013

## Guidelines

### Prize eligibility:

- Must be 18 years of age to enter.
- Entries must be Magento stores. Contestants must be merchants or have approval from the merchant to be qualified.
- Submissions of mature content, nudity or illegal products will not be approved.

## Official Rules

### Contest Rules

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

### Definitions

In these Official Contest Rules ("**Rules**"), the following terms have the meanings set out below. In addition, other capitalized terms have the meaning so given to them.

"**Contest**" means the contest, game, sweepstake, promotion, marketing activity or other event specified in the [Contest Summary](#);

"**Contest Facilitators**" means, collectively, the Organizer and any sponsors arranged by the Organizer.  
"**Contest Requirements**" means the guidelines and criteria that entrants must abide by to be eligible for the Contest;

"**Contest Site**" means a subdomain of the Site, a domain or website of the Organizer, or, if applicable, an application within Facebook;

"**Contest Summary**" means the Contest summary page for a particular contest, which specifies certain information for that Contest;

"**Organizer**" means the organization that organizes and sponsors a Contest, as specified in the Contest Summary;

"**Prize**" or "**Prizes**" means the prize or prizes (if there are multiple prizes) to be awarded for a particular Contest as specified in the Contest Summary;

"**Region**" means the region(s) selected in which the Contest is held as specified in the Contest Summary;  
and

“Site” means [www.facebook.com/magento](http://www.facebook.com/magento) or [imagineecommerce.com](http://imagineecommerce.com) and any services available thereon.

1. **Eligibility:** The Contest is FREE to enter and open to all individuals who are legal residents of the Region(s) specified, and have reached the Minimum Age (as specified in the Contest Summary) at the time of their Entry (as defined below) (“you” or “Contestant”). It is your responsibility to ensure that you are legally eligible to enter the Contest under any laws applicable to you in your jurisdiction of residence or otherwise. The employees, officers and directors of the Contest Facilitators as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer and director are not eligible to participate in the Contest. The Contest is void outside the Region(s) specified, or in any country embargoed by the United States, and where otherwise prohibited by applicable federal, state, provincial or local laws, rules or regulations.
2. **Agreement to Official Rules:** By participating in the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Administrator, which are final and binding in all matters related to the Contest. Whether or not you receive a Prize is contingent upon fulfilling all requirements set forth in these Rules. The Contest is subject to all applicable federal, state, and local laws. The Organizer is responsible for ensuring the Contest complies with all laws in all jurisdictions where the Contest is offered. CONTESTS are void where prohibited by law.
3. **Contest Period:** The Contest opens on the date and time specified in the Contest Summary, and ends on the date and time specified in the Contest Summary (the “Contest Period”). **How to Enter:** To enter the Contest, complete the registration form on the Contest Site with your name, email address, birth date and any required questions, and then follow the directions specified for the Contest in the Contest Summary during the Contest Period. You must login with a valid Facebook account in order to participate in the Contest. You must then provide an entry (“Entry”) that fulfills the Contest Requirements (“Contest Requirements”), as specified in the Contest Summary, to be eligible to win a Prize. Entries that do not include all the required information and adhere to the Rules will be considered void. The Contest Facilitators are not responsible for lost, misdirected or incomplete Entries.

The Organizer determines if an Entry meets the Contest Requirements and otherwise complies with the Rules. Every qualifying Entry received remains the property of Magento.

5. **Terms of Submission:** You may enter the Contest as many times as is specified in the Contest Summary. You may delete your Entry at anytime. By participating in the Contest you permit public voting in connection with your Entry.
6. **Rights Granted by you:** By entering this Contest, you agree that:
  1. the Administrator and their respective licensees, successors and assigns will have the right to use all or a part of your Entry, your name and address (city and state/province/territory), and the names, likenesses, photographs, voices and images of all persons appearing in the Entry anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without compensation and without notice to you and without consideration, review or approval from you;
  2. you agree that you will not now nor in the future be paid for your Entry or for granting any of the rights set out in these Rules; and
  3. The eligible Entrant agrees and, if applicable by national laws, assigns all necessary patent and intellectual property rights in his/her Qualifying Entry to the Organizer. By submitting a Qualifying Entry, the eligible Entrant also agrees to enter into a separate

agreement for assignment of rights to the Organizer and any other required documents (to the extent this is required by applicable law) or as otherwise required.

7. **Your Representations and Warranties:** By entering the Contest, you represent and warrant that:
  1. your Entry, in its entirety, is an original work by you and you have not included third party content (such as writing, poetry, text, graphics, artwork, logos, photographs, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Entry without permission;
  2. your Entry, the use thereof by the Contest Facilitators, or the exercise by the Organizer of any of the rights granted by you under these Contest Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
  3. you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted to the Contest Facilitators under these Contest Rules;
  4. all persons who were engaged by you to work on the Entry, who appear in the Entry in any manner, or have contributed to the Entry have:
    1. given you their written consent to submit the Entry without claims for payment of any kind; and
    2. provided written permission to include their name, likenesses, image or pictures in or with your Entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Contest Facilitators to provide such permission in writing to the Contest Facilitators; and
  5. You have read, understood, accept and agree to be bound by Magento's Terms of Service set out at <http://www.magentocommerce.com/terms-of-service> and Privacy Policy set out at <http://www.magentocommerce.com/privacy-policy>, as they may be amended from time to time.\* We may amend this Privacy Policy at any time by posting the amended terms on the Promotion pages and by sending an email to all entrants of the Promotion. All amended terms automatically take effect 14 days after (i) they are initially posted on the site and (ii) the date the email notification is sent. If you have questions regarding this policy or the Promotion, please contact dsacco@ebay.com.
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8. **Prizes:** The Organizer will provide the Prize(s) to be awarded for a particular Contest. No substitution of a Prize will be made unless the Organizer, in its sole discretion, determines otherwise. A Prize must be accepted as awarded, and the odds of winning are dependent upon the total number of eligible Entries received for the Contest Period. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more potential winners of Prizes than contemplated in these rules, there will be a random draw amongst all eligible Prize claimants after the Contest Closing Date (as set out in the Contest Summary) to award the correct number of Prizes.
9. **Winner(s):** The winner(s) ("**Winner(s)**") of the Prize(s) will be selected, as specified in the Contest Summary, from all eligible Entries received. If you are selected as a Winner, you will be notified of the selection of your Entry by the phone or email address provided by you on the Registration Form. If you do not respond to the phone or email notification of your selection as a Winner within three (3) days, an alternate Winner will be selected to receive the Prize. All decisions of the Organizer in selecting the Winner (s) are final and binding on all Entrants in all matters relating to the Contest.
10. **To Redeem Prize:** Except where prohibited, a Winner (or his/her parent/legal guardian if the Winner is a minor in his/her jurisdiction of residence) shall be required to execute and return to the Organizer within ten (10) days of the date notice or attempted notice is sent, an Eligibility, Declaration of Compliance with the Rules and Liability & Publicity Release Form ("**Declaration and Release Form**") in order to claim the Prize. To be officially declared a Winner, each selected

Entrant must first correctly answer, without assistance of any kind, a mathematical skill-testing question. The skill-testing question, along with Declaration and Release Form, will be forwarded to each Winner by email. A Prize is personal to the Winner and is non-transferable. If a Winner cannot be contacted, or fails to execute and return the Release Form within the required time period (if applicable), or if the Prize is returned as undeliverable, the Winner forfeits the Prize. Acceptance of any Prize shall constitute and signify the Winner's agreement and consent that the Contest Facilitators may use the Winner's name, photo, city, state, likeness, Entry and Prize information in connection with the Contest, worldwide, including on the internet, without limitation and without further payment or consideration, except where prohibited by law. Each Winner (or his/her parent/guardian if the Winner is a minor) is responsible for all taxes and fees associated with receipt of the Prize.

11. **Voting:** Online voting begins and ends as stated in the Contest Summary (the "**Voting Period**"). Anyone who registers on the Contest Site can vote for their favorite Entry or the Entry that best meets the judging criteria during the Voting Period. The Contest Facilitators have the right, in their sole discretion, to maintain the integrity of the Contest, including the right to void votes, including, but not limited to, for the following reasons:
  1. multiple votes from the same user from different IP addresses or from different email addresses; fraudulent entry votes (using a redirect link, a disguised link, a fraudulent link, etc.);
  2. technical malfunction of servers or internet connection;
  3. user(s) recanting their own votes;
  4. technical or content upgrades that render votes incompatible or inconsistent; and
  5. inappropriate conduct in promoting votes (spam, harassment, etc.).
12. **General Conditions:** The Contest Facilitators have the right to verify your eligibility and compliance with these Rules, and to disqualify you on the basis of its investigation.

Your personal information will be processed in accordance with Magento's [Privacy Policy](#), as amended from time to time. You should direct any request to access, update, or correct your personal information to Magento.

You may not enter with multiple e-mail and/or street addresses, nor may you use any other device or artifice to submit more than one (1) Entry or vote. If you use fraudulent Entry methods, or otherwise attempt to participate with multiple e-mail and/or street addresses under multiple identities, or use any device or artifice to enter more than one (1) Entry, you will be disqualified. In the event of a dispute as to any Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the person who made the Entry. For the purposes of these Rules, the authorized "account holder" is the natural person assigned an e-mail address by an internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address.

Nothing contained in these Rules shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint venturers, principal and agent, employer and employee, co-owners or entrants in a joint undertaking; or (iii) allow you to create or assume any obligation on behalf of the Organizer.

By entering the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Contest Facilitators and the members of the voting community, which are final and binding on all matters relating to this Contest.

Contest Facilitators reserve the right to cancel, modify or suspend the Contest at any time (subject to approval of any regulatory body having jurisdiction), if it is determined that the

Contest cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Contest.

You understand and agree that this Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, and any comments, questions or concerns regarding the Contest shall be directed to the Contest Facilitators and not to Facebook.

13. **Liability Provisions:** The Contest Facilitators are not responsible for human error, theft, destruction, or damage to Entries or other factors beyond its reasonable control.

You assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. The Contest Facilitators make no warranty, representation or guarantee, express or implied, in connection with its ability to in any way enable, develop or market the idea set forth in your Entry.

The Contest Facilitators shall not be liable to a Winner or any other person for failure to supply the Prize or any part thereof, by reason of the Prize becoming for reasons beyond the reasonable control of the Contest Facilitators unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the Organizer's control.

The Organizer, their employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies, and Facebook, Inc. (the "**Released Parties**") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by Site or Contest Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest; theft, loss, destruction or damage to an Entry in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to your or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site or any Contest Site.

**CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE SITE OR ANY CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE ORGANIZER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE CONTEST.**

**LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH, AND DAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR**

PARTICIPATION IN THIS CONTEST AND/OR ANY RELATED CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND ANY CONTEST SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

14. **Choice of Law:** These Rules shall be governed by and construed in accordance with the laws of the laws of California, as applicable herein, without reference to its conflicts of laws principles. Any and all disputes, claims, and causes of action with the Contest Facilitators arising out of or connected with this Contest, other than the determination or validity of claims, shall be resolved individually, and exclusively by arbitration.. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. You hereby waive all rights to: (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses; and (ii) to have damages multiplied or otherwise increased.
15. **Disclaimer:** This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, IncThe participant is providing information to Magento and not to Facebook Any comments or questions about the Contest should be addressed to the Contest Facilitators.