

## **Tropical Vacation Contact Center Promotion Rules, Terms, and Conditions**

### **Eligibility:**

a. To be eligible to participate in this Tropical Vacation Contact Center Promotion (the "Sweepstakes"), sponsored by Enghouse Interactive Inc. ("Enghouse"), you must: (1) be eighteen (18) years of age or older, and (2) enter the Sweepstakes in full compliance of Section 2 below. Employees of Enghouse, including their affiliates, representatives, and family/household members, as well as any employees and families of any advertising and promotion agencies are expressly excluded from the Sweepstakes.

b. Failure to comply with these Rules, tampering with the operation of the Sweepstakes, or otherwise engaging in any conduct that Enghouse determines, in its sole discretion, is harmful to Enghouse, may result in disqualification and the selection of an alternative winner.

c. Enghouse in its sole discretion, reserves the right to modify these Rules or to cancel or suspend the Sweepstakes or any portion of the Sweepstakes at any time for any reason.

### **2. How to Enter:**

a. To enter the Sweepstakes, you must download one of the following: "The Evolution of the Multichannel Contact Center" whitepaper, the "2012 ContactBabel US Contact Center Decision Maker's Guide" or the "2012 Interaction Management Index" from <http://www.EnghouseInteractive.com> by 11:59 pm Mountain Standard Time on June 30, 2012, or attend the live InformationWeek webinar on June 13, 2012.

b. At a reasonable time thereafter, the Sweepstakes winner will be randomly selected by Enghouse using a selection method of Enghouse's choice. The Sweepstakes winner will be notified by phone, email or certified mail within a reasonable time of the drawing date. Enghouse will use reasonable efforts to notify the Sweepstakes winner. Enghouse's inability to notify a winner after ten (10) business days for any cause whatsoever may result in disqualification and selection of an alternate winner.

c. Enghouse, its parent company, subsidiaries, affiliates, and agents are not responsible for: (i) incorrect or inaccurate transcriptions of entry information, (ii) telephone, electronic, Internet, software, hardware, equipment or other computer or communications related malfunctions or errors, (iii) late, lost, delayed, illegible or misdirected entries or data transmissions or (iv) any damage resulting from participation in the Sweepstakes or by downloading any information from the Enghouse website.

### **3. Prize/Odds:**

The odds of winning are dependent on the number of eligible entries received by Enghouse.

a. The Sweepstakes winner has their choice of receiving: (i) round-trip airfare and hotel accommodations for a 7-day/6-night trip for two persons to a tropical destination of their choice; or (ii) a USD \$5,000 American Express® Gift Card. The selected prize is subject to limitations below. Only one entrant will be selected as the Sweepstakes winner. The Sweepstakes ends after June 30, 2012.

b. Enghouse will pay up to USD \$1,000.00 per person for round-trip airfare and up to USD \$250 per person per night for a single-room hotel accommodation. Enghouse, with input from Sweepstakes winner, will book travel and hotel arrangements. The trip must be booked by December 31, 2012 or it is forfeited. The Sweepstakes winner may choose to receive a \$5,000 American Express® Gift Card in lieu of the trip and will be subject to the terms and conditions applicable to that card.

c. The selected prize is nontransferable and nonrefundable, and substitutions or cash exchanges are not permitted, except that Enghouse reserves the right to substitute (in its sole discretion) a prize of equal or greater value. The Sweepstakes winner is responsible for all other expenses associated with the trip besides airfare and hotel accommodation which are provided by Enghouse, including but not limited to: ground transportation, meals, tours, events, gratuities, hotel incidentals, state and local taxes, and any other costs incurred before, during or after the trip. The prize may be subject to availability, blackout dates and other applicable restrictions.

d. THE PRIZE IS AWARDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

e. NEITHER ENGHOUSE NOR ITS PARENT COMPANY, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS SHALL BE LIABLE FOR ANY COSTS OR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES, OR FOR ANY CLAIMS, DAMAGES, OR INJURIES ASSOCIATED WITH ACCEPTANCE OR USE OF THE PRIZE AND/OR ANY TRIP-RELATED ACTIVITIES.

f. ALL WINNERS ACCEPT ANY AND ALL RISKS ASSOCIATED WITH THE ACCEPTANCE OF THE PRIZE. IF A WINNER ELECTS NOT TO ACCEPT SUCH RISKS, THEN THE WINNER FORFEITS THE PRIZE.

**4. Use of Winner's Name and Likeness; Posting of Winners:**

a. Except where otherwise prohibited, entry into the Sweepstakes and acceptance of a Prize constitutes permission for Enghouse, as well as their respective promotional agents, to use the Sweepstakes winner's name, likeness, a quote attributable to the Sweepstakes winner, and prize information for advertising or promotional purposes related to this Sweepstakes. As a condition to being awarded any Prize, the Sweepstakes winner will be required to execute Enghouse's consent agreement to use their name, likeness and prize information for such purposes without further permission or compensation.

b. The name of the Sweepstakes winner will be posted on <http://www.EnghouseInteractive.com> after eligibility is confirmed.

**5. Other Provisions:**

a. The Sweepstakes is governed by the laws of the state of Arizona. Any action brought by any participant or any party related to these Rules shall be brought in the state and federal courts located in Maricopa County, Arizona. By participating, you expressly acknowledge and consent to the jurisdiction of such courts. In the event any provision of these Rules is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired. Enghouse retains all copyright and other intellectual property rights in the Sweepstakes and accompanying materials.