

Last Updated: March 12, 2024

This Xata Easter Egg Hunt Sweepstakes Terms Agreement (this "Agreement") sets forth the terms of participation in the Xatabase, Inc. ("Xata") Easter Egg Hunt Sweepstakes. By participating in this sweepstakes, you confirm that you understand and agree to abide by this Agreement. If you are participating on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to this Agreement.

1. ENTRY

1.1. No Purchase Necessary: Participation in the sweepstakes does not require any purchase. Making a purchase will not increase your chances of winning.

1.2. Submission Process: Participants must visit the Xata website/app/docs daily to find the mascot and riddle. They should submit their answer through the provided form. Additionally, participants must be active members of the Xata Community Discord.

2. ELIGIBILITY

2.1. Eligibility: Participation is open to individuals aged 18 years or older, except for individuals domiciled in Cuba, Sudan, Iran, North Korea, or any country under trade or economic sanction where local law prohibits participation.

3. XATA TRADEMARKS

Unless expressly authorized, you may not use any Xata trademarks in any manner that suggests Xata's sponsorship or endorsement of your company, project, or software.

4. PRIZES AND WINNER SELECTION

4.1. Prizes: The prize consists of one of the five Meta Quest 3 Headsets. Xata reserves the right to provide a cash equivalent at its discretion.

4.2. Tax Responsibility: The winner is responsible for any taxes, fees, or other costs associated with accepting the prize or cash equivalent.

4.3. Deadline and Winner Announcement:

- The sweepstakes will commence at 6am CET on Monday, March 18, 2024, and will close at 11:59pm CET on Friday, March 22, 2024.
- Winners will be announced live via Discord on Wednesday, March 27, 2024, at 5pm CET.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

5.1. XATA PROVIDES THE SWEEPSTAKES "AS IS" AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2. LIMITATION OF LIABILITY: Xata will not be liable for any damages, including direct, indirect, special, incidental, consequential, or punitive damages, arising from or related to the sweepstakes, even if Xata has been advised of the possibility of such damages.

6. INDEMNIFICATION

You agree to indemnify, hold harmless, and defend Xata from and against any claims, losses, liabilities, damages, costs, and expenses arising from your entry or breach of your representations and warranties.

7. TERM AND TERMINATION

This Agreement is effective until terminated. Xata may terminate this Agreement immediately, and you may terminate it upon written notice to Xata. Upon termination, certain provisions including those related to indemnification and liability will survive.

8. CHOICE OF LAW

This Agreement will be governed by the laws of the State of Delaware, excluding its conflict of law provisions. Any disputes will be resolved in the courts of New Castle County, Delaware.

9. INTEGRATION

This Agreement constitutes the entire agreement between you and Xata regarding the sweepstakes and supersedes any prior agreements, oral or written. No variation of the terms will be enforceable unless agreed to in writing by both parties.

10. SPONSORSHIP DISCLAIMER

This sweepstakes is not sponsored, endorsed, or administered by Meta.

By participating in the Xata Easter Egg Hunt Sweepstakes, you agree to be bound by the terms and conditions of this Agreement.