



**2018 WEB.COM SMALL BUSINESS CHAMPIONSHIP
OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. SOME RESTRICTIONS APPLY. ODDS OF WINNING DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO ALL LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA MEETING THE ELIGIBILITY CRITERIA SET FORTH IN THESE RULES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. FOR THE PUBLIC VOTING COMPONENT OF THIS CONTEST, YOU MUST HAVE ACCESS TO THE INTERNET TO ENTER AND A VALID E-MAIL ADDRESS.

By participating in the 2018 Web.com Small Business Championship (“Contest”), you agree to be bound by these terms. Please read these terms before entering the Contest. Failure to comply with these terms and conditions may (in the sole discretion of Web.com) result in disqualification from the Contest. You must meet the eligibility requirements and follow the rules regarding participation as set forth here. Web.com Group, Inc., along with all affiliates (collectively “Web.com”) reserves the right to cancel, modify or suspend the Contest at any time in its sole discretion.

Overview. The Contest is designed and sponsored by Web.com (“Sponsor” and “Web.com”) to promote the small and emerging business community throughout the year relating to various locations on the Web.com PGA Tour. Eligible Businesses, as defined below, have been nominated by a tournament director, in each director’s sole and absolute discretion, for an opportunity to be voted on as the area representative (“Tournament Winner”) for the Web.com Small Business Champion for any specific location listed on the Schedule on the Web.com Tour. There is a maximum of one (1) Tournament Winner for each city listed on the Schedule. One (1) Tournament Winner will be selected as the Grand Champion (defined below) and as determined by the Judging Criteria below. Subject to meeting all eligibility requirements relating to the Contest and compliance with all terms and conditions, and in Web.com’s sole discretion, one Tournament Winner will be deemed the Web.com Tour Annual Season Small Business Grand Champion (“Grand Champion”) and receive an award of Web.com services valued up to \$25,000 (as described in the Prize section, below) (“Prize”). These terms are subject to change at any time and in the sole discretion of Web.com.

Participation/Judging Criteria. To participate in the Contest, Eligible Businesses must be nominated for consideration by the tournament director of the applicable Web.com PGA Tournament listed on the Schedule, in the tournament directors’ sole and absolute discretion. Judging Criteria shall be determined in Web.com’s complete and sole discretion. Tournament directors may use, but are not required to use, any of the following criteria in their determination for nominating Tournament Winners:

- 1) Location of your business; 2) Documentation of community involvement stemming from your business; 3) Your business plan; 4) Your business’s potential for growth; and 5) Your business’s strategic objectives.

Based on the above criteria or as otherwise determined in Web.com’s absolute and sole discretion, any number of Tournament Winners may or may not be chosen throughout the Web.com Tour Annual Season. The decisions of Web.com regarding the Contest and all related matters are final.

Voting for each nominated local Small Business Championship Winner ends the Sunday (at 11:59 a.m. EST) prior to the beginning of each respective Web.com Tour Tournament to which the Tournament Winner was nominated, as listed at <https://www.web.com/smallbizchampionship> and voting for Grand Champion begins on October 3, 2018 and ends November 1, 2018 at 12:01 a.m. EST (“Online Voting Period”). Tournament Winners and Grand Champion will be notified by telephone and/or e-mail. Online voting will be open at <https://www.web.com/smallbizchampionship> to select the Tournament Winners and the Grand Champion from the Tournament Winners. Online voting is limited to one (1) vote per person per day during the Online Voting Period. Please follow the instructions for voting at <https://www.web.com/smallbizchampionship>. Only votes submitted in accordance with these Official Rules during the Online Voting Period will be considered. Voters using multiple email addresses will be immediately disqualified and forbidden from future voting. Any attempt by any person to vote more than the number of times authorized herein, shall give Sponsor, in its sole discretion, the right to terminate any involved person’s participation in the Contest. Voting using assistance of any kind including mechanical, form filling or other software or robotic or automated assistance with regard to all or any part of the voting process is not allowed, and these votes will be disqualified. Any evidence of vote buying, rigging, or exchanging will disqualify the entry. Any individual who, at the

sole determination of the Sponsor, abuses the voting process in any way will be disqualified from participating in the voting and in the Contest. Sponsor’s computer is the official clock for the Contest. Eligible Businesses may be required

to provide a valid taxpayer identification number to claim the Grand Prize. All Eligible Businesses and the votes each Eligible Business receives during the Online Voting Period are subject to verification by Sponsor. Each Eligible Business, including the Grand Champion, must meet eligibility requirements for the Contest as determined solely in the complete discretion of Web.com, as set forth here:

Eligibility. Eligibility to participate in the Contest is limited to persons who:

- (a) are 18 years of age or older as of January 1, 2018;
- (b) are an "Owner" or an "Authorized Agent" of an Eligible Business (in each case, as defined below);
- (c) are legal residents of the United States;
- (d) have a business that has not, and whose officers, directors, managers or partners have not, been convicted of a criminal offense in violation of Sec. 287.133 Florida Statutes or any similar state or federal laws; and
- (e) agree to participate and provide any information requested by Web.com for use in the Contest or otherwise.

Persons who as of the date of nomination by a tournament director (and, if a winner, as of the date of Grand Prize fulfillment) are employees of Web.com or any nominating tournament director or any of their parent companies, subsidiaries, or affiliates, and members of the immediate family or household (whether or not related) of any such employee, are not eligible. Businesses whose principals, officers or directors or employees include any employee of Web.com or any nominating tournament director or any of their parent companies, subsidiaries, affiliates or advertising or promotion agencies are not eligible. Eligibility determinations will be made by Web.com in its discretion and will be final and binding. Owners of Eligible Businesses may be required to provide documentation of meeting the Contest's requirements.

"*Owner*" is defined as a natural person who: (i) is the primary decision maker for, and has been actively engaged in the day-to-day operation of, the Eligible Business nominated by the tournament director during its existence up to and including at least January 1, 2018; (ii) as of January 1, 2018, owns at least 51% of that Eligible Business; and (iii) as of January 1, 2018, has resided in the United States for at least one (1) year.

"*Authorized Agent*" is defined as a natural person who is a general partner, controlling manager or principal executive officer or other officer with full power and authority to act on the Eligible Business's behalf as per the Eligible Business's organization documents; a duly authorized representative thereof; or as otherwise determined by Web.com in its sole discretion for use in the Contest.

"*Eligible Business(es)*" is defined as (i) a for-profit business registered to conduct business in one of the fifty (50) United States or District of Columbia; (ii) having its primary physical location residing in the United States; (iii) being independently owned and operated, sole-proprietary, non-franchised, and not a subsidiary of any other established parent business(es); (iv) being founded and engaged in active daily operation no later than January 1, 2018; and (v) have fewer than fifty (50) employees (including full-time and part-time) as of January 1, 2018. Web.com in its sole and complete discretion shall determine whether each entity meets the foregoing eligibility requirements. If selected, the participant may be asked to provide proof of business ownership in a form deemed acceptable in Web.com's sole discretion.

Any effort by a participant or any third party to misrepresent themselves through the use of aliases or multiple e-mail addresses or telephone numbers or misrepresent their eligibility qualifications or any other information, as determined by Web.com, will disqualify that participant. Web.com's determination of eligibility, in its sole discretion, shall be final. In the event any party challenges a term or provision of these terms, the party hereby expressly waives any and all opportunities to recover any amount, or collect any prize, including the Grand Prize, from Web.com and its affiliates relating to this Contest or otherwise.

Intellectual Property. Participants grant Web.com the unlimited, worldwide, royalty-free, perpetual, irrevocable, nonexclusive and freely transferable and sub-licensable right and license to use, reproduce, modify, adapt, perform, display, distribute, create derivative works from and otherwise disclose to third parties any part and all of any submitted materials (including all written material and motion pictures, and all trademarks and logos of the business entity included therein) for any purpose, whether commercial or noncommercial, anywhere, in any form of media, whether now known or later developed. All materials submitted or used in connection with the Contest become the property Web.com and will not be returned.

Grand Champion Selection. A Grand Champion will be selected by November 7, 2018 based on upon the business obtaining the top number of votes during the Online Voting Period. In the event of a tie, the Grand Champion will be randomly selected by Web.com from the Tournament Winners who received the tying votes. The Grand Champion will be notified by email and/or telephone. Web.com may require the Eligible Business chosen as a Grand Champion to execute an affidavit of eligibility, publicity release (except where prohibited), and liability waiver and other

documentation ("Affidavit") prior receiving the Grand Prize. If any Eligible Business fails to execute the Affidavit, or fails to respond to the Grand Prize notification within a reasonable time determined by Web.com,

Web.com will consider the selected business to have forfeited participation in the Contest and an alternative Eligible Business may be selected as the Grand Champion based on the results during the Online Voting Period. The odds of being selected as the Grand Champion depend on the total number of Eligible Businesses as determined by Web.com in its sole and absolute discretion.

Prizes: One (1) Grand Prize may be offered to one (1) of the Tournament Winners based on the top result during the Online Voting Period and the meeting of all eligibility and other requirements. The Grand Prize is \$25,000 worth of online services to be provided by Web.com in a manner to be determined by Web.com in its sole discretion. The Grand Prize must be fully utilized by no later than December 31, 2019, unless extended by Web.com in its sole discretion, and is based on the retail costs of the online services as set by Web.com. The approximate retail value ("ARV") of the Grand Prize is \$25,000. Additional discounts or promotions are not eligible to be applied. IF AN ELIGIBLE BUSINESS IS DETERMINED TO BE THE GRAND CHAMPION, THE GRAND PRIZE WILL BE AWARDED TO THE OWNER OF SUCH ELIGIBLE BUSINESS, ONCE ELIGIBILITY AND COMPLIANCE WITH THESE RULES HAS BEEN CONFIRMED BY WEB.COM IN ITS SOLE DISCRETION. All prize details that are not expressly specified in these Official Rules will be determined by Web.com in its sole discretion. The Grand Prize will be awarded if properly claimed and the Grand Champion meets all requirements of these Official Rules. No substitution, cash redemption, or transfer of the right to receive the Grand Prize is permitted, except in the discretion of Web.com, which has the right to substitute the Grand Prize with a prize or prizes of equal or greater value selected by Web.com, in its discretion. The Grand Prize consists only of the item(s) expressly specified in these Official Rules. All expenses, costs or fees associated with the acceptance or use of the Grand Prize are the responsibility of the Grand Champion. The Grand Prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the stated number of prizes be awarded. All federal, state and local taxes on the value of the Grand Prize are the responsibility of the Grand Champion. An IRS form 1099 will be issued if required by law.

The Grand Prize cannot be substituted, assigned, or transferred; except at the sole discretion of Web.com. Any participant in the Contest who wishes to receive the Grand Prize must agree to the terms and conditions provided by Web.com prior to receiving the Grand Prize.

Conditions of Participation. Each Eligible Business represents and warrants that all information contained in any and all information they provide to Web.com is true and accurate. Web.com is not responsible for any printing or similar errors in these Official Rules, or otherwise in any materials about or relating to the Contest or for any misdirected, incomplete, lost, late or illegible submissions, documents, or information or other errors or problems that may limit a participant's ability to participate in or progress in the Contest or relating to the Online Voting Period. In addition, Web.com is not responsible for any other error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submissions, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the Contest, including (but not limited to) during the Online Voting Period and the announcement of Tournament Winners and the Grand Champion. Web.com shall not be responsible for lost, late, misidentified or misdirected nominations, or other submissions, or telecommunication or computer hardware or software performance, errors, delays or failures. All federal, state and local taxes (where applicable) are the sole responsibility of the Eligible Business selected by Web.com for the Grand Prize in the Contest. Web.com reserves the right to disqualify any individual who tampers with the administration of the Contest, including but not limited to during the Online Voting Period. Web.com reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Web.com in its sole discretion. In such event, Sponsor may select a Grand Champion based on votes received prior to cancellation. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Contest, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of this Contest may constitute a violation of criminal and civil laws and should such an attempt be made, Web.com reserves the right to seek damages (including but not limited to attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. The decisions of Web.com are final on all matters relating to this Contest. In the event any party challenges a term or provision of these Terms, the party hereby expressly waives any and all opportunities to recover any amount from Web.com relating to this Contest or otherwise.

Publicity Rights; Marketing Opt-In. Eligible Businesses grant to Web.com, its agents and others working on their behalf the right to use the participant's name, likeness, voice, image, business name, business marks, and any additional video or photographs taken by Web.com, or representatives during the course of the Contest for advertising and marketing purposes, including on Web.com's website, social media, and in emails, without additional compensation, unless prohibited or required by law. All participants further expressly consent on an ongoing basis to allow Web.com, its affiliates, agents, employees and authorized third parties to communicate with the participant by

mail, email, and/or by any other method permitted by applicable law and to share the participant's personal information with Web.com sponsors, media partners, facility manager, and other companies with which Web.com does business. Such communications shall include, but not be limited to, promotional and advertising marketing communications.

Disclaimers, Dispute Resolution, and Limitations of Liability. Please read the following section carefully because it may require you to arbitrate certain disputes and claims with Sponsor and limits the manner in which you can seek relief from Sponsor. Each participant, including Eligible Businesses and participants in the Online Voting Period hereby forever discharges, releases, and agrees to defend, indemnify and hold harmless Web.com, those working on its behalf, and each of its respective officers, members, managers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Contest or the awarding, acceptance, use or misuse of any prize or services (including but not limited to the Grand Prize), sponsorship or marketing benefits provided under the Contest. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest shall be resolved individually, without resort to any form of class action. This Contest shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without regard to Florida's conflict of law principles. Any action or litigation concerning this Contest shall (1) take place exclusively in the federal or state courts sitting in Duval County, Florida, and each participant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts; or (2) in the sole discretion of Web.com, exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and held at the AAA regional office nearest the participant. If Web.com elects arbitration pursuant to this paragraph, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration and judgment upon such arbitration award may be entered in any court having jurisdiction. All participants and Eligible Businesses agree to abide by the terms of these terms and conditions and the decisions of the Web.com, which are final, and waive any right to claim ambiguity in these terms and conditions. In the event any party challenges a term or provision of these Terms, the party hereby expressly waives any and all opportunities to recover any amount from Web.com and its affiliates relating to this Contest or otherwise. Each participant agrees to service of process by mail or other method acceptable under the laws of the State of Florida. **ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH PARTICIPATING IN THE CONTEST. EACH PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. IN NO EVENT WILL WEB.COM BE LIABLE TO ANY ELIGIBLE BUSINESS OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ELIGIBLE BUSINESSES' PARTICIPATION IN THE CONTEST OR THE AWARD OR USE OR INABILITY TO USE THE GRAND PRIZE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WEB.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.** Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Web.com disclaims any liability from and in connection with the Online Voting Period, the online voting process, the Grand Prize, or the Web.com services provided in connection any prize.

Participant's Personal Information. Information collected from participants is subject to and will be used in accordance with the Privacy Policy (as amended from time to time) of Web.com (located at <https://assets.web.com/legal/English/PrivacyPolicy.pdf>), which is incorporated into these Terms by reference.

Web.com's Information: *Web.com Group, Inc., 12808 Gran Bay Pkwy West, Jacksonville, FL 32258.*

Severability. You agree that these Terms are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms. These Terms will be deemed amended to the extent necessary to make these Terms enforceable, valid and, to the maximum extent possible, consistent with applicable law and consistent with the original intention of the parties; and the remaining terms and provisions will remain in full force and effect. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, Web.com will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Web.com as reflected in the original provision. The invalidity or unenforceability of any provision of these Terms does not affect the validity or enforceability of any other provision of these Terms, which will remain in full force and effect.

PGA TOUR, INC., ALONG WITH ALL OF ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "PGA TOUR"), WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE CONTEST OR ANY BENEFITS AWARDED. THE PGA TOUR HAS NOT OFFERED OR SPONSORED THIS CONTEST IN ANY WAY.

Winner's List. The Grand Champion will be announced at <https://www.web.com/smallbizchampionship> by November 7, 2018.