

**DAVO by Avalara Zero Gravity Experience  
Contest Official Rules**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF VALID ENTRIES RECEIVED. VOID WHERE PROHIBITED.

This DAVO by Avalara Zero Gravity Experience Contest (the “**Contest**”) is sponsored by Avalara, Inc. (“**Avalara**”) whose principal place of business is located at 255 S. King St., Ste. 1800, Seattle, WA 98104. By participating in the Contest, you hereby agree to these official rules (the “**Official Rules**”), and to comply with Avalara’s decisions in connection with this Contest, which are final and binding.

1. **Promotion Period.** The contest window will begin January 23, 2023, and continue through March 31, 2023 (the “**Promotion Period**”).
2. **Prize.** The Contest will award one (1) winner one prize of either:
  - a. **Zero-Gravity Flight Experience and Cash.** One (1) zero-gravity flight experience with the company Zero-G ([www.gozerog.com](http://www.gozerog.com)) (value of approximately \$9,523.50) plus \$7,500 cash for hotel, travel, and other expenses. Total value is approximately \$17,023.50.
    - i. The flight experience will be provided via a Zero-G gift card redeemable for one (1) zero-gravity flight experience. The experience provided by Zero-G includes fifteen (15) parabolas, a Zero-G flight suit, Zero-G merchandise, a flight completion certificate, and photos/videos of the experience. The flight experience is subject to change. See Prize Restrictions Section below.
  - b. **Cash.** One (1) cash prize of \$12,500.
3. **Eligibility.** The Contest is open only to active employees of Toast POS in the Toast POS sales or restaurant success organization with a valid toasttab.com email address (“**Eligible Employee**”). The Contest is open only to legal residents of the 50 United States and District of Columbia who are 18 years of age or older at the time of entry into the Contest, as confirmed by a valid government-issued photo identification. Avalara reserves the right to disqualify anyone from participation. All determinations will be made by Avalara in its sole discretion.
4. **How to Enter.** To enter, an Eligible Employee must send a Qualified Lead Referral (as defined in the Referral Program Terms defined below) in accordance with the Terms of Service for Davo Referral Program with Toast terms located at <https://www.davosalestax.com/toast-zeroG/toast-terms/> (“**Referral Program Terms**”). Each Qualified Lead Referral submitted in accordance with the Referral Program Terms will

receive one (1) entry to win the prize. Paid Qualified Lead Referrals (as defined in the Referral Program Terms) that convert to fully onboarded and paying customer locations during the Promotion Period will receive ten (10) entries. Paid Qualified Lead Referrals will be qualified as converted customers no later than April 1, 2023.

5. **Selection of Winner; Accepting the Prize.** The drawing will occur on April 1, 2023. One (1) winner will be selected at random from all valid entries during the Promotion Period. The winner will be notified by phone, online meeting, and/or email after the completion of the drawing. The winner must claim and select a prize choice via reply email no later than 11:59pm Eastern Time on April 2, 2023. If a winner does not claim the prize by the deadline herein or elects not to accept the prize, the prize will be forfeited and awarded to an alternate randomly selected winner. This process will continue until an alternate winner claims the prize.
6. **Prize Restrictions.** The winner is solely responsible for all taxes, fees, and insurance expenses, if any. No prize substitution, cash substitution, assignment, or transfer of the prize is permitted, except that Avalara may substitute a prize of equal or greater value in the event it deems necessary. All prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, expressed or implied, except as provided by the supplier. The winner will look solely to the supplier of the prize for any supplier warranties that might accompany the prize. The winner is responsible for making all arrangements to travel to and from the flight experience destination and reserving the flight experience, subject to reservation and schedule availability with the supplier. Flight experience inclusions are subject to change at the supplier’s sole discretion. The winner is responsible for meeting all supplier flight experience eligibility and other applicable requirements (including, for example, obtaining medical approvals). The prize will be mailed to U.S. addresses only. The winner agrees to provide to Avalara any required tax form, including Form W-9, or other information reasonably requested by Avalara to award the prize. Avalara will furnish to the Internal Revenue Service any required tax reporting forms relating to the award of the prize, including Form 1099-MISC.
7. **Consent to Use of Information.** Each entrant specifically acknowledges and agrees that Avalara and its affiliates, distributors, partners, consultants, agents, advertising and promotional agencies, and suppliers may utilize information obtained from the entrant, including but not limited to, to contact him or her and/or to offer their products or services or for other promotional purposes. Any information collected through this Contest will be governed by Avalara's Privacy Policy available at <https://www.davosalestax.com/privacy-policy-davo-technologies/>. If an entrant would like to have his or her name removed from future mailings by Avalara, he or she may unsubscribe at the Avalara web site or notify Avalara at [dataprivacy@avalara.com](mailto:dataprivacy@avalara.com), except that this shall not apply to notification of the winner. By submitting an entry, each entrant consents to the use of his or her name, likeness, biographical information, photograph, video (including the use and appearance of entrant’s photograph and video on the web site of Avalara, and its affiliates

and partners), and voice in this and future promotions and publicity without further compensation, except where prohibited by law.

8. **Disclaimer.** Avalara assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation, theft, destruction or alteration of, or unauthorized access to, entries. If for any reason this Contest is not capable of running as planned due to any causes beyond the control of Avalara, including without limitation any circumstances that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Avalara reserves the right at its sole discretion, to terminate, modify, or suspend the Contest.
9. **Violations of Rules.** Any person attempting to defraud or tamper with Contest in any way will be ineligible for any prize and may be prosecuted to the full extent of the law.
10. **General Release.** *By entering the Contest, you release Avalara from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Contest or prizes (including, without limitation, claims, costs, injuries, losses, and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.*
11. **Limitation of Liability.** YOU AGREE THAT AVALARA AND ITS AFFILIATES, PARENT COMPANIES, DISTRIBUTORS, PARTNERS, CONSULTANTS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND RESULTING FROM THIS CONTEST OR YOUR PARTICIPATION IN THIS CONTEST, THE ACCEPTANCE, POSSESSION, OR USE OF THE PRIZE OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY. YOU FURTHER AGREE THAT AVALARA AND ITS AFFILIATES, DISTRIBUTORS, PARTNERS, CONSULTANTS, AGENTS, AND EMPLOYEES ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL OR OTHER ERRORS IN THE OFFER OR ADMINISTRATION OF THIS CONTEST, INCLUDING BUT NOT LIMITED TO ERRORS IN THE OFFICIAL RULES, THE SELECTION AND ANNOUNCEMENT OF THE WINNER, OR THE DISTRIBUTION OF THE PRIZE. AVALARA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR PARTICIPATION IN THE CONTEST, OR USE OF OR INABILITY TO USE ANY CONTEST, EVEN IF AVALARA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE MAY NOT APPLY TO YOU. AVALARA RESERVES THE RIGHT TO MODIFY THESE RULES FOR CLARIFICATION PURPOSES WITHOUT MATERIALLY AFFECTING THE TERMS AND CONDITIONS OF THE CONTEST WITHOUT NOTIFICATION TO YOU.

12. **Governing Law.** The Contest and these Official Rules, including any disputes hereunder, will be governed, construed, and interpreted under the laws of the state of Washington, without giving effect to any conflict of laws principles. The state or federal courts in King County, Washington, will have exclusive jurisdiction over any suit.
13. **Miscellaneous.** The Contest is subject to all applicable federal, state, and local laws. Avalara's failure to enforce any provision of these Official Rules will not constitute a waiver of that provision, nor will it waive or invalidate any other provision of these Official Rules. Avalara shall be entitled to interpret these rules as needed, including but not limited to rules regarding entries, selection of winners, deadlines, restrictions on the prizes, and eligibility, and all of its decisions are final. Contest entrants agree to be bound by all interpretations of the rules by Avalara and all decisions of Avalara in connection with the Contest. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.
14. **Official Rules.** You are encouraged to save a copy of these Official Rules for future reference. If you have any questions about these Official Rules or the Contest, please e-mail [sales@davosalestax.com](mailto:sales@davosalestax.com).