

Xerocon Ticket Sweepstakes

TERMS AND CONDITIONS

No purchase or payment necessary to enter or win. A purchase or payment will not affect your chances of winning a prize. You have not yet won. Void where prohibited by law. Subject to all federal, state, and local laws, regulations and ordinances.

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL TERMS AND CONDITIONS, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THESE TERMS AND CONDITIONS INCLUDE INDEMNITIES TO XERO FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. Sweepstakes.** This Xerocon ticket sweepstakes (**Sweepstakes**) is conducted by Xero, Inc., with offices at 1615 Platte Street, Fourth Floor, Denver, CO 80202 (“**Xero**”) for the North America Education Month, to be held from November 5th, 2025 through December 10th, 2025. By entering the Sweepstakes, you agree to be bound by these Terms and Conditions (**Terms**).
- 2. Sweepstakes Period.** The Sweepstakes is open from 8:00 AM Eastern Time November 5th, 2025 until 8:00 PM Eastern Time December 10th, 2025 (the **Sweepstakes Period**). Xero may, in its sole discretion, cancel, extend or modify the Sweepstakes Period.
- 3. Eligibility.** The Sweepstakes is only open to persons who: (i) are legal United States residents who are physically residing in one (1) of the fifty (50) United States or the District of Columbia (excluding residents of Puerto Rico), (ii) are eighteen (18) years of age or older (or the applicable legal age of majority for their resident state) at the time of entry; and (iii) have physically attended the entire duration of at least one (1) eligible webinar during the Sweepstakes Period (each, an **Entrant, you or your**). Employees of Xero or any of its affiliates, and their immediate family members (as defined below) are not eligible to participate in the Sweepstakes.
 - a. For the purpose of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not.
- 4. Entry.** How to enter:
 - a. **You must first meet the eligibility requirements.**
 - i. **Register to attend a webinar:** during the Sweepstakes Period, you must register to attend a webinar (which does not include certification sessions) and select the box on the Sweepstakes registration form to be entered into the Sweepstakes.
 1. **Physically attend the webinar:** during the Sweepstakes Period, you must physically attend and stay the entire duration of the webinar.
 - ii. **Enter via Email:** email events.us@xero.com during the Sweepstakes Period stating that you wish to be entered into the Sweepstakes (the effective time and date for an email entry is the date and time of receipt of the email by Xero).

Limit of 1 entry per Entrant per webinar. Duplicate entries and entries that do not conform to any condition of the Terms will be void. Xero will determine in its sole discretion what constitutes a valid entry. The odds of winning a prize depends on the number of entries received. Xero cannot accurately

predict the number of Entrants who will participate in this Sweepstakes. Being a customer of Xero will not increase your chances of winning.

By entering the Sweepstakes, you consent to Xero and/or its affiliates using your name, place of residence, business, photographs, statements, digital image, Response or recording to promote Xero and any publicity associated with the Sweepstakes without further payment or other compensation to you. Xero may be required to publish or make available details of the Sweepstakes, including the surname and region of each Awardee. You can object to your details being published or made available, or reduce the amount of information published or made available, by emailing privacy@xero.com. Note Xero may still be required to provide your details if required by law.

5. **Selection of Winners.** On or about December 11, 2025, Xero will input the names of all Entrants into a random selector tool, which will select one (1) potential winner from all eligible entries. The potential winner is subject to verification by Xero, and will not be confirmed as the winner unless and until potential winner's eligibility has been verified (the **Winner**). The Winner will be announced by email via the Winner's email that the Winner submitted on the Sweepstakes Registration Form. The Winner will be advised as to how the prize will be made available to them.

The Winner must, within seven (7) days of email notification (**Claiming Period**): (a) confirm to Xero your full mailing address and phone number, and provide consent to Xero using your name, place of residence, business and statements for any publicity associated with the Sweepstakes; and (b) except where legally prohibited sign and return within seven (7) days of being notified, an Affidavit/Declaration of Eligibility, Liability & Publicity Release (**Declaration and Release**) in order to claim their prize. If a Winner cannot be contacted, fails to sign the Declaration and Release or any other documentation required by Xero within the required time period (if applicable), or if Winner is unable to claim the prize within the Claiming Period, Xero will award the applicable prize to an alternate winner selected by a random drawing from all remaining eligible entries.

6. **Prize.** The prize will consist of two (2) Xerocon tickets for the Xerocon Denver event to be held August 19 and 20, 2026, with an estimated retail value of USD\$1,098 (**Prize**). The Prize cannot be redeemed for cash, substituted, sold, traded, auctioned or otherwise transferred to another person; however, Xero reserves the right to make equivalent prize substitutions at its discretion. Winner is solely responsible for any and all applicable taxes, fees, charges or duties associated with acceptance or use of the Prize (and for understanding and abiding by such tax laws that may apply). Winner is solely responsible for all costs not expressly listed as being included in the Prize, including without limitation, meals, entertainment, other travel and accommodation costs.
 - a. Xero reserves the right to withdraw the Winner's prize at its sole discretion if: (i) Xero's reputation is, or is likely to be, damaged or brought into disrepute or ridicule by the Winner or their guest, or by being associated with the Winner or their guest; and/or, (ii) the Winner or their guest is directly or indirectly involved in any situation (before, during, or after the Sweepstakes Period) that brings, or is likely to bring, Xero or the Sweepstakes into disrepute, contempt, scandal, or ridicule.
7. **General Conditions.** Xero's decisions on all matters relating to this Sweepstakes (including but not limited to eligibility of Entrants and the Winner, the awarding of the Prize and the operation of the Sweepstakes) will be final and binding, and no correspondence will be entered into regarding these matters. Xero reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes if

any factors impair the integrity of the proper functioning of the Sweepstakes or if Xero is prevented from awarding the Prize or continuing the Sweepstakes due to any event beyond its control.

Xero reserves the right to disqualify any Entrant it finds to be attempting to tamper with or to undermine the entry process and/or the legitimate operation of the Sweepstakes or violate the Terms. Any attempt by an Entrant or any other individual to undermine the legitimate operation of this Sweepstakes may be a violation of criminal and/or civil laws. Should any such attempt be made, Xero reserves the right to seek remedies and damages to the fullest extent permitted by law. Xero and its agents are not responsible for (a) any incorrect or inaccurate information; (b) technical failures of any kind; (c) unauthorized human intervention; (d) technical or human error that may occur in the administration of the Sweepstakes or processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, from Entrant's participation in the Sweepstakes or receipt or misuse of any prize. Everything regarding this Sweepstakes is provided "as is" without warranty of any kind, express or implied. Entrants agree to waive any rights to claim ambiguity of these Terms and Conditions.

- 8. Limitation of Liability and Releases.** By participating in this Sweepstakes, you agree (i) to release, indemnify, defend and hold harmless, Xero its affiliates, and each of their respective directors, officers, employees, representatives, and agents (the **Released Parties**) against any and all losses, costs (including legal costs), expenses, demands, damages or liability that they suffer, directly or indirectly as a result of any non-compliance by you with any of the Terms or participation in the Sweepstakes and/or in connection with the acceptance of the Prize, and use of entries by Xero; and, (ii) that the Released Parties will have no liability of any kind (including without limitation, in negligence, liability for direct, indirect, or consequential loss or damage, any loss or damage or personal injury suffered or sustained in connection with the Sweepstakes, or acceptance, possession, or use or misuse of the Prize) to any persons in connection with the Sweepstakes or any Sweepstakes-related activity.

BY ENTERING THIS SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 9. Disputes.** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually under binding arbitration (without resort to any form of class action) provided; however, Xero shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Colorado. Notwithstanding this section either party may bring qualifying claims in small claims court. The party that raises the claim shall be responsible for any arbitration, court, and/or attorneys' fees. This Sweepstakes and the Terms and Conditions are governed by the laws of the State of Colorado. In the event there is a

discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions, the terms and conditions shall prevail, govern and control and the discrepancy will be resolved in Xero's sole and absolute discretion.

- 10. Privacy.** By entering the Sweepstakes you consent to Xero and its affiliates' collection, use and disclosure of your personal information for the purposes of administering the Sweepstakes which includes but is not limited to, using your personal information to communicate with you in relation to the Sweepstakes and publishing or making available to the public or to other Entrants, details of the Sweepstakes, including your name and location (if you are a Winner). You acknowledge and agree that your personal information will be used by Xero in accordance with Xero's privacy policy, a copy of which may be viewed online at <https://www.xero.com/legal/privacy/>. You can object to your details being published or made available, or reduce the amount of information published or made available, by emailing events.us@xero.com.
- 11. Severability.** If any term or provision of these Terms is found under the law to be valid or unenforceable, then such term or provision shall be severed and remainder of these Terms shall continue in full force and effect.
- 12. Copy of Terms.** To request a copy of these Terms, submit any questions regarding the Sweepstakes, or to request the name of the winner, please contact Xero at events.us@xero.com.
- 13. Consent to Marketing.** Xero will use the personal information you submit via registration to generally manage our relationship with you. This means that we may contact you with marketing communications, some of which may be personalized to you. You are free to unsubscribe or otherwise manage your communication preferences at any time, including opting-out of marketing communications at the time of registering for this Sweepstakes. For a more detailed explanation on how we handle your personal data, please refer to our Privacy Notice mentioned above.

By participating in this Sweepstakes, you (i) acknowledge that this Sweepstakes is in no way sponsored, endorsed, administered by or associated with any third party platform that we may use to advertise the Sweepstakes, and you release such platforms of any claims or damages related to this Sweepstakes. Xero is also not liable for any claims or damages related to your use of such platforms and related application registrations or downloads; and (ii) agree to comply with all applicable laws and regulations and confirm that your participation in the Sweepstakes or acceptance of the Prize doesn't violate such laws or any contract between you and any third party.

- 14. Xero Entity and Governing Law.** The following table sets out, for the Participating Country you are a resident of, the details of the applicable Xero entity and the laws that govern these Terms:

Country	Xero Entity and Address	Law
United States	Xero, Inc. Suite 400, 1615 Platte Street Denver, CO, 80202	California, USA