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Introduction and Purpose

This Prize Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Docupal"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon, 97070.

Purpose

The purpose of this Agreement is to set forth the terms and conditions governing ACME-1's participation in a promotional event organized by Docupal that involves the awarding of prizes. This Agreement outlines the responsibilities of both parties related to the promotional event and the awarding of prizes.

Eligibility Criteria

To participate in the promotional event and be eligible to win a prize, entrants must meet the following criteria:

- Participants must be at least 18 years of age.
- Participants must be residents of the United States.
- Employees of Docupal Demo, LLC, its subsidiaries, and their immediate family members are not eligible to participate.
- Employees of ACME-1, its subsidiaries, and their immediate family members are eligible to participate.
- Participation requires adherence to all official rules and guidelines of the promotional event as outlined separately.
- Participants must accurately complete and submit all required entry information.
- Only one entry per person is permitted. Duplicate entries will be disqualified.
- Docupal Demo, LLC reserves the right to verify the eligibility of any participant.
- Failure to comply with any of these eligibility criteria will result in disqualification.



- All federal, state and local laws and regulations apply. The promotion is void where prohibited.

Prize Details

DocuPal Demo, LLC will provide ACME-1 with the following prizes as part of this promotional event. The prizes are intended to incentivize participation and enhance the overall appeal of the event.

Prize Description

The grand prize is a cash award of \$10,000 USD. This amount will be delivered to ACME-1 via electronic funds transfer within 30 days of the event's conclusion.

In addition to the grand prize, there are five secondary prizes. Each of the five secondary prizes consists of one Apple iPhone 15 Pro. The estimated retail value of each iPhone is \$1,200 USD. These iPhones will be shipped to ACME-1's address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA within 15 days of the event's conclusion.

Total Prize Value

The total value of all prizes offered in this promotional event is \$16,000 USD. This includes the \$10,000 cash grand prize and the five iPhones, each valued at \$1,200.

Participant Obligations and Responsibilities

ACME-1 must adhere to all rules and guidelines set forth by Docupal Demo, LLC. This includes meeting all eligibility requirements as defined for this promotional event.

Submission Guidelines

ACME-1 will submit all required materials according to the provided deadlines and formats. Submissions must be original work and not violate any third-party rights. Docupal Demo, LLC reserves the right to disqualify any submission that does not



meet these requirements.

Code of Conduct

ACME-1 is expected to conduct themselves professionally and ethically throughout their participation. Any form of harassment, cheating, or disruptive behavior will result in immediate disqualification. ACME-1 will also comply with all applicable laws and regulations.

Compliance

ACME-1 must comply with all terms outlined in this Prize Agreement. This includes providing accurate information and cooperating with Docupal Demo, LLC in any investigations or audits related to the promotional event. Failure to comply may result in forfeiture of any prizes awarded.

Intellectual Property and Usage Rights

Ownership of Submissions

ACME-1 acknowledges that Docupal Demo, LLC retains all rights, title, and interest in and to its pre-existing intellectual property. ACME-1 will retain ownership of the specific content they submit as part of this promotional event. However, by submitting an entry, ACME-1 grants to Docupal Demo, LLC a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, display, and create derivative works of the submission in connection with the event and Docupal Demo, LLC's related marketing activities.

Usage Rights Granted to Docupal Demo, LLC

This license includes the right to use the submission in any media, including but not limited to websites, social media, and print materials. Docupal Demo, LLC may also use the submission for promotional purposes, such as advertising the event or showcasing past winners. ACME-1 represents and warrants that it has all necessary rights to grant this license and that the submission does not infringe on the intellectual property rights of any third party. Docupal Demo, LLC will attribute the submission to ACME-1 where practicable.



Confidentiality

Definition of Confidential Information

Confidential Information includes any data or information that is proprietary to either Docupal Demo, LLC or ACME-1 and not generally available to the public. This covers, but is not limited to, business plans, customer lists, financial data, and trade secrets.

Obligations

Both Docupal Demo, LLC and ACME-1 agree to protect each other's Confidential Information with the same degree of care each uses to protect its own confidential information, but no less than reasonable care. Neither party will disclose the other's Confidential Information to any third party without prior written consent. This obligation remains in effect during and after the term of this Prize Agreement.

Liability and Indemnification

Liability

DocuPal Demo, LLC is not liable for any indirect, incidental, special, or consequential damages. This includes lost profits or business interruption, even if advised of the possibility of such damages. DocuPal Demo, LLC's total liability to ACME-1 for any claim arising from this agreement will not exceed \$1,000.

Indemnification

ACME-1 Indemnification

ACME-1 will indemnify, defend, and hold harmless DocuPal Demo, LLC from any claims, losses, damages, liabilities, and expenses. These include attorney's fees, arising out of ACME-1's participation in the promotional event. This also includes any breach of this Agreement by ACME-1, or any violation of law or the rights of a third party.



DocuPal Demo, LLC Indemnification

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1 from any third-party claims alleging that the promotional event infringes any patent, copyright, or trademark. This indemnification obligation does not apply if the infringement arises from ACME-1's modification of the event or use of the event in combination with other products or services not provided by DocuPal Demo, LLC.

Prize Claiming Process and Deadlines

To claim a prize, ACME-1 must follow these steps. First, a completed claim form must be submitted to Docupal Demo, LLC. This form will be provided to ACME-1 upon notification of winning. The completed form must be received within thirty (30) days of the notification date.

Along with the claim form, ACME-1 must provide a copy of their official identification. For businesses, this means providing documentation verifying the company's legal existence and authorized representatives.

All required documentation must be sent to:

Docupal Demo, LLC 23 Main St, Anytown, CA 90210, USA

Failure to submit the claim form and required documentation within the specified timeframe will result in forfeiture of the prize. Docupal Demo, LLC is not responsible for lost or misdirected mail. Allow 4-6 weeks for prize delivery after the claim is processed and approved.

Dispute Resolution

Docupal Demo, LLC and ACME-1 will try to resolve any dispute arising from this Prize Agreement amicably. This includes disputes about the validity, interpretation, or performance of the agreement.



Informal Resolution

First, the parties will attempt to resolve the dispute through good-faith negotiations. This begins with one party providing written notice of the dispute to the other. Representatives from both Docupal Demo, LLC and ACME-1 will then meet and confer to try and reach a resolution.

Binding Arbitration

If informal negotiations do not resolve the dispute within thirty (30) days, either party may demand binding arbitration. The arbitration will occur in Anytown, California. It will be conducted under the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on both Docupal Demo, LLC and ACME-1. A court of competent jurisdiction may enter judgment upon the award.

General Provisions and Governing Law

This Prize Agreement represents the entire understanding between Docupal Demo, LLC and ACME-1. It supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating to the subject matter.

Amendments

Any changes to this Prize Agreement must be in writing. Both Docupal Demo, LLC and ACME-1 must sign the amendment.

Severability

If any part of this Prize Agreement is deemed unenforceable, the remaining provisions will still be valid. The parties will then negotiate in good faith to replace the invalid provision with a valid one that reflects the original intention as closely as possible.



Waiver

If either Docupal Demo, LLC or ACME-1 waives a right under this Prize Agreement, it doesn't waive any other rights. A waiver must be in writing and signed by the waiving party.

Notices

All notices related to this Prize Agreement must be in writing. Notices are to be sent to the addresses listed for each party at the beginning of this document.

Governing Law and Dispute Resolution

This Prize Agreement will be governed by and interpreted according to the laws of the State of California, United States, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Prize Agreement will be brought exclusively in the federal or state courts located in California, and the parties hereby consent to the personal jurisdiction and venue therein. Before initiating any legal action, the parties agree to first attempt to resolve any dispute through good faith negotiations. If negotiation fails, the parties may then consider mediation or arbitration before pursuing litigation.

