

The UpNext: Fresh Grad, First Client

Official Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR TIKTOK. INTERNET ACCESS IS REQUIRED FOR ENTRY.

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSORS FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THIS CONTRACT ALSO REQUIRES YOU TO RESOLVE ANY DISPUTE THROUGH BINDING, INDIVIDUAL ARBITRATION.

OVERVIEW:

The UpNext: Fresh Grad, First Client Contest (“Contest”) begins at 6:00 a.m. Pacific Time (“PT”) on May 14, 2024 and ends at 12:00 a.m PT on May 31, 2024 (“Contest Period”). Eligible individuals may enter the Contest by submitting Content as more fully described below. The Winner will be notified by June 10, 2024.

Eligibility:

This Contest is open to individuals who are at least the age of majority in their jurisdiction of residence on the date of entry into this Contest. Individuals must be eligible to work in the United States. Eligible individuals must be available to commit between 5 to 10 hours a week for a minimum two month period, between June 24, 2024 and September 30, 2024, to work on the Social Media Project Opportunity with KeeperTax. The Winner must create or have an account on Upwork (www.upwork.com) during the course of the Project.

Employees, officers, directors, members, managers, agents, and representatives and family members of such individuals (or people living in the same household whether related or not) of Upwork Global Inc. or KeeperTax (each a “**Co-Sponsor**” or together “**Sponsors**”) and their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies (collectively, the “**Released Parties**”) are not eligible. For purposes of this Contest, “family members” is defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Participation in this Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsors.

How to Enter:

(a) **Create Your Content:** To enter, an eligible entrant must create a video explaining why you deserve to win the Fresh Grad, First Client Contest. The video and all information provided (described below) is referred to collectively in these Official Rules

as your “**Entrant Content**” or your “**Entry**”). Your Entry must comply with the Submission Requirements, listed below.

(b) **Submit an Entry:** During the Contest Period, enter the Contest by uploading your Entry to your public Instagram or TikTok account with the hashtag #UpNextContest and tagging @Upwork.

Limit one (1) Entry per person and per Instagram or TikTok account. Entries must be submitted and received by Sponsors during the Contest Period via use of the specified hashtag on Instagram and TikTok. Those who do not abide by these Official Rules, the instructions of Sponsors, and provide all required information may, in Sponsors’ sole discretion, be disqualified. Entries or participation will not be acknowledged or returned. Entries (or participation that does not qualify as an “Entry”) that are forged, plagiarized, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation by you on behalf of another individual, entity, or group or made on your behalf by any other individual, entity, or group, or originating at any website or online service other than specified, including, without limitation, through commercial promotion subscription notification or entering services, will be declared invalid and disqualified for this Contest. In the event of a dispute about the identity of an entrant, the Entry will be declared made by the authorized account holder of the originating social account, but only if that person meets all other eligibility criteria for this Contest. With respect to a winning Entry, the winner may be required to provide proof that the winner is the authorized account holder of the social account associated with such winning Entry. If a dispute cannot be resolved to Sponsors’ satisfaction, the Entry will be deemed ineligible. As a condition of entering the Contest, without limiting any other provision in these Official Rules, each entrant gives consent for Sponsors and their agents to obtain and deliver his or her name, address and other information and

content to third parties for the purpose of administering this Contest and complying with applicable laws, regulations, and rules. ENTRIES WILL NOT BE ACKNOWLEDGED OR RETURNED AND, IN FACT, MAY BE DESTROYED. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF YOUR ENTRANT CONTENT. ANY ENTRY OR ENTRANT CONTENT THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES MAY, IN SPONSOR'S SOLE DISCRETION, BE DEEMED INELIGIBLE.

SUBMISSION REQUIREMENTS

Entrant Content must meet all of the following requirements in Sponsor's sole discretion or the associated Entry will be disqualified:

- All spoken and written Entrant Content must be in English.
- Entrant Content must NOT depict, identify, or include any person other than the entrant, unless the person depicted has such person's explicit written consent, or if unable to consent, such person's legal parent/guardian's explicit written consent, to include him/her in the Entrant Content, adequate proof of which (as determined by Sponsor) will be provided by entrant to Sponsor upon request as a condition of winning any prize in this Contest.
- Entrant Content must not create or imply any association between Sponsors and any individual or entity or his, her, or its products or services.
- Entrant Content must NOT identify, reference, or depict any company other than Sponsors. Entrant Content must NOT identify, reference, or depict any other company's brands, products, or services.
- Entrant Content must NOT contain any commercial or corporate advertising (including, without limitation, corporate logos, brand names, and slogans), or commercial artwork.
- Entrant must NOT ask people to tag themselves in the Entrant Content on Instagram or TikTok if they are not in the photo.
- Entrant must NOT tag random Instagram or TikTok users in the Entrant Content.
- All aspects of the Entrant Content must be originally created by and solely owned by you. All third-party content and content unoriginal to you is prohibited.

- Entrant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or right of privacy or publicity.
- Entrant Content must be unpublished and not have been submitted in any other contest, promotion, or competition.
- Entrant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, slanderous, libelous (including trade libel), disparaging, unlawfully harassing, threatening, profane, obscene, pornographic, hateful, indecent, inappropriate, or injurious to any individual, any Released Party, or any third party.
- Entrant Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules, or regulations.
- Entrant Content must be suitable for presentation in a public forum.
- Entrant Content must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Sponsor's or any other products or services.
- **Entrant agrees that their participation in the Contest and agreement to these Official Rules and any Released Party's display and use of the Entrant Content will not violate any agreement to which entrant is a signatory or party.**
- **Entrant agrees to indemnify the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of the Entrant Content authorized under these Official Rules.**

Sponsors reserves the right in its sole discretion to disqualify from the Contest and/or remove from displaying or publishing any Entry or Entrant Content that, in its sole discretion, refers, depicts, or in any way reflects negatively upon a Released Party, the Contest, or any other person or entity or does not comply with these requirements or these Official Rules.

WINNER SELECTION AND NOTIFICATION:

Eligible Entrant Content will be judged by a panel of judges chosen in Co-Sponsors' discretion ("the **Judges**"), using the following criteria according to the storytelling (20%), video quality & creativity (20%), thematic appropriateness (20%), memorability & uniqueness (20%), and engagement & interaction (20%).

1. Storytelling criteria includes, but is not limited to: How the video tells the story requested in the prompt, coherence and flow of the narrative, effective communication of the intended message and its ability to evoke emotions and an emotional connection with the audience.
2. Video quality and creativity criteria includes, but is not limited to: Creative strength in standing out, creative thinking surrounding video submission, clarity of idea, clarity of video theme, having a wow factor, understanding of market this video is catered towards, professional quality (*neatness and craft*), aesthetic quality for video design, theme, and visuals, and technical execution.
3. Thematic appropriateness criteria includes, but is not limited to: Clarity of video theme, clear and compelling expression of message, overall impression and impact, usage of challenge to reinforce theme, feasibility of concept execution, ability to effectively carry challenge out, sincerity and credibility of statement, level of motivational messaging, audio and visual quality,
4. Memorability and uniqueness criteria includes, but is not limited to: Originality of idea, visual appeal, artistic merit, performance (*vocal ability, non-verbal communication, graphics, texts, etc.*), level of detail, memorable, using participants' own uniqueness into the creative of video submission, and uniqueness of video, title, tag, and context.

5. Engagement and interaction criteria includes, but is not limited to: The ability to garner viewer interaction including social engagements such as likes, shares and comments, and the ability to capture and hold the viewer's attention.

The Entries with the highest five scores will be selected as the potential Finalists who will be shortlisted for the Social Media Project with KeeperTax. In the event of a tie in the selection of the top five highest scores, any tie will be broken by naming as the winner the Entry with the higher score on the Originality Criterion. If there is still a tie, the tie will be broken by naming as the higher score, the Entry with the higher score on the Memorability and uniqueness. All Judges' decisions are final and binding in all matters relating to this Contest. Each entrant acknowledges that other entrants may have created ideas and concepts contained in their Entrant Content that may have familiarities or similarities to his/her Entrant Content, and that he/she will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

Sponsor will contact the Winner via direct message on Instagram or TikTok by June 10, 2024 to collect information for verification purposes and administration of the Contest and to provide detail on the Project as provided by KeeperTax. Winner must provide personal information and documents, such as your full name, email address, and a current resume. Winner may be required to complete, sign, have notarized (if applicable), and return an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited by law) and tax documents, if applicable, and a copy of a government-issued identification or number therefrom, within the time frame specified and in the form provided by Sponsor (without revision), or the opportunity may be forfeited.

PRIZES, QUANTITY AND APPROXIMATE RETAIL VALUE (“ARV”):

There is no Approximate Retail Value of this Contest. The Winner will be eligible to earn up to \$10,000 USD (“Project Funds”) for the Project that will be administered on the Upwork platform. KeeperTax will notify the Winner by June 10, 2024.

All taxes (national/federal, state/provincial/territorial, and local), as well as any expenses not specified in these Official Rules flowing from this Contest are the sole responsibility of the Winner. If the Winner does not accept the Project with KeeperTax or does not complete the Project, any unaccepted or unused or unearned part of the Project Funds will be forfeited and Sponsor will have no further obligation with respect to that Project. Sponsor is not responsible for any inability of any winner to participate in or accept the Project for any reason. No transfers, substitutions or cash redemptions will be made.

LICENSE

By entering, except where prohibited by law, each entrant grants to the Released Parties, and their agents, successors and assigns, the irrevocable, sublicensable, absolute, and perpetual right and permission to use, edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, separate, dub, adapt, publish, combine with other material, and exploit the content of and elements embodied or referenced in his or her Entry (including all Entrant Content) in any medium (whether now existing or hereafter devised), including online and in digital media, in any language, throughout the world, without further review, notice, approval, consideration, or compensation, for the purposes of administering the Contest and publicizing the Entries thereto, including, without limitation, publishing Entries on Sponsor’s website and other online outlets. Each entrant agrees that the licensed entities may, but are not required to, attribute the

Entrant Content to participant. Each entrant waives and releases the Released Parties from any and all claims that entrant may now or hereafter have in any jurisdiction based on “moral rights” or “droit moral” or unfair competition with respect to the Released Parties’ exploitation of Entrant Content without further notification or compensation to entrant of any kind, **and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties, each of their licensees, or any other person in connection with this Contest, on the grounds that any use of any Entry (or any derivative works thereof) infringes or violates any of entrant’s rights (including MORAL RIGHTS) therein.**

Each entrant acknowledges and agrees that nothing in these Official Rules will require a Released Party to use the Entrant Content in part or in whole or to include the Entrant Content in any Released Party-related property, including, without limitation, any Released Parties’ website or any other online or offline property. Each entrant hereby acknowledges and agrees that the relationship between the entrant and each of the Released Parties is not a confidential, fiduciary, or other special relationship, and that the entrant’s decision to submit his/her Entrant Content for purposes of the Contest does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Entrant Content, other than as set forth in these Official Rules. Each entrant understands and acknowledges that Sponsor has wide access to ideas, essays, images, and other creative materials. Each entrant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to his/her Entrant Content and/or each other in idea, components, format, or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor’s use of any such similar or identical material that has or may come to Sponsor from other sources. Each entrant acknowledges and agrees that Sponsor does not now and will

not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to his/her Entrant Content. Each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Entrant Content or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party property or product, and entrant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

LIMITATION OF LIABILITY

NOTHING IN THESE OFFICIAL RULES LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS AND CONDITIONS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE, SPONSOR EXCLUDES FROM THESE OFFICIAL RULES ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE RELEASED PARTIES FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE

USE, ACCEPTANCE, POSSESSION, MISUSE, OR AWARDING OF A PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY CONTEST- OR PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (HOWEVER, ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION, THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SPONSOR OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

ADDITIONAL DISCLAIMERS

To the extent permitted by the mandatory provisions of the applicable law, Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error (however, only if required by law in your jurisdiction, except to the extent that any of the following occur for reasons within Sponsor's reasonable control, where liability to the injured party cannot be excluded by law): Entries made by illegitimate means (such as, without limitation, by an automated computer program) or Entries in excess of any stated limits; any lost, late, incomplete, illegible, mutilated, or misdirected email, mail, or Contest-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or

communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos or misprints in these Official Rules, in any Contest-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in a person's email account to receive email messages. Released Parties are not responsible, and may disqualify an entrant, if his or her email address, telephone, or other contact information does not work or is changed without giving prior written notice to Sponsor. Released Parties are not responsible for any changes or unavailability of the Facebook platform or any other website that may interfere with the Contest or ability of a person to timely participate, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Contest. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or any person claiming through such entrant for failure to supply the prize or any part thereof in the event that any of the Contest activities or the Released Parties' operations or activities are affected, as determined by Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other

action adopted or taken by any national, federal, state, provincial, territorial, or local government authority, or any other cause, whether or not specifically mentioned above.

GENERAL RULES

By entering this Contest (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, free of charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, Entry information, biographical information, any quotes attributable to him or her, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each entrant releases all Released Parties from any and all liability related to such authorized uses. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and each entrant waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Contest, including interpretation of these Official Rules, selection of the winner, and awarding of the prize. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from the Contest. Participants further agree to not damage or cause interruption of the Contest and/or prevent others from participating in the Contest or using the Application. Sponsor reserves the right to restrict or void participation from

any IP address or device if any suspicious Entry and/or participation are detected. Sponsor reserves the right, in its sole discretion, to void Entries or other participation by any person who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in the Contest or these Official Rules. If Sponsor determines (at any time and in its sole discretion) that any winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor reserves the right to disqualify such winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Contest is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest and award the prizes based on eligible Entries received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, participates or obtains Entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain a prize, Sponsor may disqualify

that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. If a dispute cannot be resolved to Sponsor's satisfaction as to by whom an Entry was submitted, such Entry will be deemed ineligible. By entering, you understand that you are providing information to Sponsor and not to Facebook. Any questions, comments, or complaints regarding the Contest should be directed to Sponsor, and not to Facebook. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

PRIVACY

Each participant agrees to the use of the personal information submitted when they submit an Entry as detailed in Upwork's [Privacy Policy](#) and KeeperTax's [Privacy Policy](#). Each participant gives consent for Sponsors to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and in order to comply with applicable laws, regulations, and rules. The data provided by participants (including, without limitation, participant's personal data) will be used for the following purposes: (a) to contact potential finalists, and (b) verify eligibility for the Project opportunity. Participants have a right of access to, modification and withdrawal of their personal data. They also have the right of opposition to the data collection, under certain circumstances. To exercise such right, they may write to Sponsor at the address below. The data controller is Sponsor. The recipient of the data is Sponsor. Unless otherwise advised, Sponsor may also use the information for promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to Sponsor. Please note that by participating in

the Contest and accepting these Official Rules, you acknowledge and consent to the use of your data as set out above.

DISPUTES/ARBITRATION/GOVERNING LAW

Except where prohibited, any and all disputes that cannot be resolved between a participant and any Released Party, claims and causes of action arising out of or connected with this Contest or any prize awarded, or the determination of a prize winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the participant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10 USD), and each participant further waives all rights to have damages multiplied or increased.

This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of California, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state's/province's/federal laws.

Entrant and Upwork agree to submit to final and binding arbitration any and all claims arising out of or related to this Contest or any prize awarded, or the determination of a prize winner. All such disputes will be resolved exclusively by binding arbitration by a neutral arbitrator under the JAMS Comprehensive Arbitration Rules & Procedures, which are available online at www.jamsadr.com, and any procedures required by law. The arbitrator shall also exclusively resolve any dispute or allegation regarding the

enforceability, unconscionability, interpretation, construction or breach of these Official Rules.

WINNER'S LIST/OFFICIAL RULES:

To find out who won, send a self-addressed stamped envelope to the following address within three (3) months of the end of the Contest Period: UpNext: Fresh Grad, First Client Winner's List, c/o Upwork Social Media Team, 525 W. Van Buren, Suite 1100, Chicago, IL 60607. For a copy of these Official Rules during the Contest Period, send a self-addressed stamped envelope to the following address for receipt during the Contest Period: UpNext: Fresh Grad, First Client Winner's List, c/o Upwork Social Media Team, 525 W. Van Buren, Suite 1100, Chicago, IL 60607. Only one (1) request of either type per outer envelope will be fulfilled. VT residents may omit return postage for rules requests.

THE SPONSORS OF THIS CONTEST ARE: Upwork Global Inc., 475 Brannan Street, Suite 430, San Francisco, CA 94107 and KeeperTax, 333 Hayes St, San Francisco, CA 94102.