

FIVERR FREELANCER DAY

CONTEST TERMS

1. THE PROMOTER

The promoter is: Fiverr International Ltd of 8 Eliezer Kaplan Street, Tel Aviv, 6473409 Israel, referred to herein as the “**Promoter**” or “**Fiverr**”.

2. THE CONTEST

2.1 The title of the Contest is “Fiverr Freelancer Day Contest.”

2.2 The Contest begins on October 19, 2023 at 4 AM PST and ends on October 19, 2023 at 23:59 PST (the “**Contest Period**”). Promoter is not responsible for late, incomplete, misdirected or delayed entries, including entries not timely received due to internet failures or disruptions, or ISP problems. Incomplete information, regardless of cause, may result in disqualification of an entry.

2.3 By participating in the contest, you accept and agree to be bound and abide by these official Contest Terms and the reasonable decisions of the Judges, as defined below, which are final and binding in all matters. In the event that you are utilizing translated renditions of the Official Contest Terms, it is imperative to note that in case of any inconsistencies or conflicts, the English version shall supersede and govern.

3. HOW TO ENTER

3.1 To enter the Contest, you need to complete the sentence “Freelancing taught me...” and SHOW or TELL US your answer in a creative way (the “**Posts**”):

3.1.1 Show Us Post: (i) You can either create an engaging video answering the sentence, letting your audience know what freelancing has taught you in your own way; and (ii) share your prompt on one of the following social media channels: Instagram or TikTok with the hashtag #intlfreelancerday and tag @fiverr (the “**Show Us Post**”).

3.1.2 Tell Us Post: Create a tweet or text-based post on one of the following social media channels: Facebook, LinkedIn and X (formerly known as Twitter) completing the sentence “Freelancing taught me”, add the hashtag #intlfreelancerday and tag Fiverr in the post (the “**Tell Us Post**”).

*All social media channels mentioned above (Instagram, TikTok, Facebook, LinkedIn and Twitter) shall be defined here under these official Terms Rules as “**Social Media Channels**”.

3.2 Your Posts should not include any political statements or affiliation of any kind or contain any swearing or derogatory language.

3.3 No purchase, payment or consideration is necessary to enter the Contest.

3.4 The Promoter will not accept responsibility for Posts that are not made public for any reason, lost, damaged or delayed in transmission, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, network, server, computer hardware or software failure of any kind.

4. ELIGIBILITY

4.1 The Contest is open to all wishes to participate, who operate fully or partially as freelancers, and are 18 years or older, **except for**:

- (a) employees of the Promoter or its holding or subsidiary companies;
- (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the Contest or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.

4.2 In entering the Contest, you confirm that you are eligible to do so and eligible to claim any prize you may be awarded. The Promoter may require you to provide proof that you are eligible to enter the Contest.

4.3 The Promoter will not accept Contest entries that are:

- (a) automatically generated by a computer or software;
- (b) completed by third parties or in bulk; or
- (c) illegible, have been altered, reconstructed, forged or tampered with;

4.4 The Promoter reserves all rights to disqualify you if:

- (d) there is any reason to believe that you have violated these Contest Terms;
- (e) your conduct is contrary to the spirit or intention of the Contest;
- (f) you violate the terms of use of the Social Media Channels;
- (g) you use multiple accounts to enter the Contest; or
- (h) your Post contains any defamatory, obscene, illegal, offensive or other inappropriate material.

4.5 By entering the Contest, you undertake that any content you publish in the scope of the Contest may not:

- (a) contain any material that is defamatory, obscene, profane or offensive; (b) contain any false, unsubstantiated or unwarranted claims for any product or services; (c) contain any false or misleading statement or representation, including, but not limited to providing a false name or e-mail address; (d) advertise any habit-forming drug, tobacco product, weapon, firearm or ammunition; (e) violate the rights of any person, entity, firm or corporation, including intellectual property rights and any copyright; (f) disparage or libel any competitor's products, or; (g) depict the consumption of alcoholic beverages in violation of applicable law. Comments in breach of the above will result in disqualification.

4.6 You are exclusively responsible for ensuring your Posts will comply with the terms of the Social Media Channels and applicable law. Any liability on the part of Fiverr is expressly excluded.

4.7 Promoter reserves the right to exclude a participant who violates these official Contest Terms, tampers with the Contest or makes false statements or statements that violate applicable law or the rights of third parties or go against the spirit of the Contest. If an entrant is disqualified, prizes and benefits may be revoked and subsequently claimed. In this case, the Promoter may select a new winner..

5. SELECTION OF WINNERS

5.1 A panel of judges, appointed by the Promoter's social media team (the "**Judges**"), will choose eighty (80) winners among those who participated in the Contest during the Contest Period. Fifty (50) Winners will be chosen among the participants who shared a "Tell Us Post" (the "**Tell Us Post Winner**") and thirty (30) Winners will be chosen among the participants who shared a "Show Us Post" (the "**Show Us Winner**", and together with the Tell Us Post Winner, the "**Winners**"). The Winners will be selected based on the creativity, originality and quality of their Posts.

5.2 The Promoter will elect the Judges, at its sole discretion, and the decision of such Judges is final, and no explanations, correspondence or discussions will be given or entered into thereof.

5.3 The Promoter reserves the right to add judging rounds for selecting the Winners, at its sole discretion.

5.4 The Promoter will send each Winner a private message via Fiverr's social media channels account as soon as practicable (and in any event within 30 days of the end of the Contest Period). Participants who do not become Winners, will not receive any notice stating so.

5.5 The Promoter reserves the right to extend or change any deadline periods.

6. THE PRIZE

6.1 The Winners will be granted with the following Prizes:

6.1.1 A Tell Us Post Winner will be granted with a US\$ 200 gift card or another benefit with comparable worth; and

6.1.2 A Show Us Post Winner will be granted with a US\$ 500 gift card or another benefit with comparable worth.

6.2 The prizes are as stated, must be accepted as awarded, and are not negotiable or transferable or refundable. Prizes may not be exchanged for cash value.

6.3 All taxes, duties, fees or other expenses associated with the prizes are the sole responsibility of the Winners.

6.4 A winner's prize will be forfeited upon the occurrence of any of the following: (i) failure of a Winner to confirm acceptance of the prize and return any required documents and/or information within three (3) days of prize notification by the Promoter; and (ii) determination by the Promoter that a Winner is ineligible or otherwise not in compliance with these official Contest Terms.

6.5 In the event of prize forfeiture, the Judges may select an alternative winner among the eligible participants, based on the same selection criteria.

7. CLAIMING AND DELIVERING THE PRIZE

7.1 The Winner can claim their prize by responding to the private message sent on the applicable Social Media Channel from Fiverr and including their email address for receiving the prize, and a valid shipping address for location confirmation. If the Winner does not claim the prize by 3 days, his prize shall be forfeited, and Judges may select an alternative Winner from among the eligible participants, based on the same selection criteria.

7.2 The prize may not be claimed by a third party on the Winner's behalf.

7.3 The Promoter does not accept any responsibility if the Winner fails to take up the prize.

7.4 The Promoter shall grant the Winner prize within 30 days of receipt of the Winner's claim for the prize.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL FIVERR AND ALL ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF: (1) PARTICIPANT'S PARTICIPATION IN THE CONTEST, (2) THE USE OF ANY SOCIAL MEDIA CHANNEL BY THE CONTEST PARTICIPANTS. WITHOUT LIMITING THE FOREGOING, EVERYTHING OFFERED UNDER THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

PARTICIPANTS ACKNOWLEDGE AND AGREE THAT FIVERR HAS NO RESPONSIBILITY NOR LIABILITY WITH RESPECT TO THE USE OF ANY SOCIAL MEDIA CHANNEL IN CONNECTION WITH THE CONTEST AND PARTICIPANTS ARE RESPONSIBLE TO COMPLY WITH ALL TERMS AND CONDITIONS OF THE SOCIAL MEDIA CHANNEL USED BY THEM.

PARTICIPANTS FURTHER ACKNOWLEDGE AND AGREE THAT FIVERR HAS NO RESPONSIBILITY NOR LIABILITY WITH RESPECT TO PRIZES OFFERED BY GIFTED.CO AND/OR ANY OTHER THIRD PARTY UNDER THIS CONTEST AND FIVERR SHOULD NOT BE HELD ACCOUNTABLE FOR ANY OF GIFTED.CO'S AND/OR ANY OTHER THIRD PARTY'S OFFERINGS.

Each participant hereby remises, releases and forever discharges Fiverr and its respective officers, directors, employees and representatives from any and all liabilities arising or relating to the Contest, and hereby indemnifies and holds harmless Fiverr from and against all claims, liabilities, damages or losses of any kind. Both the foregoing release and indemnity include injury, death and property loss, arising from or in connection with: (i) acceptance, possession, use or misuse of any prize; (ii) participation in the Contest or any contest-related activity, as well as claims based in whole or in part, directly or indirectly, upon receipt, enjoyment, ownership, possession, use, misuse or inability to use any prize; (iii) whether under contract, tort (including negligence), warranty or any other applicable sources of law; (iv) any condition caused by events beyond Fiverr's control that may cause the Contest to be disrupted or corrupted; and (v) any printing or typographical errors in any materials associated with the Contest, if applicable (vi) any claim arising from the use of any Social Media Channel by the participants.

ANY ATTEMPT BY A PARTICIPANT OR ANY THIRD PARTY TO CIRCUMVENT, TAMPER, DISRUPT OR DAMAGE THE CONTEST PROCESS, THE FIVERR WEBSITES OR SYSTEMS, DEFRAUD OR GAIN AN UNFAIR ADVANTAGE, ENGAGE IN UNSPORTSMANLIKE, DISRUPTIVE, ANNOYING, HARASSING OR THREATENING CONDUCT, OR OTHERWISE UNDERMINE THE FAIRNESS, INTEGRITY AND LEGITIMATE OPERATION OF THE CONTEST, WILL RESULT IN AUTOMATIC DISQUALIFICATION FROM THE CONTEST AND MAY CONSTITUTE A VIOLATION OF CRIMINAL AND CIVIL LAWS. FIVERR RESERVES ALL RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES), TO THE FULLEST EXTENT OF THE LAW, INCLUDING THE POSSIBILITY OF REFERRAL FOR CRIMINAL PROSECUTION.

The Contest is not affiliated with, sponsored by or endorsed by any other person, entity or any Social Media Channels except Fiverr.

9. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

9.1 The Promoter does not claim any rights of ownership in your Posts. However, each participant gives the Promoter (i) an unlimited right to publish, edit and, if necessary, exploit the name, image, voice, photograph, likeness of the participant, in all media, markets, and forms now known or hereafter devised, and (b) an unlimited worldwide, irrevocable license to use, display, publish, transmit, copy, edit, alter and store the Posts for marketing purposes. In addition, each participant agrees that Fiverr may use their name, picture, portrait, likeness and voice in this connection without compensation or permission.

6.2. In order to allow the Promoter to make any such use as detailed in Section 9.1. above, each participant shall make the Posts available to share, "re-post" or upload, if applicable.

10. DATA PROTECTION

10.1 The Promoter will process any personal information you provide as set out in Fiverr's [Privacy Policy](#).

9.2 The Promoter will process your personal data for: (i) the purposes of running, judging, and administering the Contest, which is necessary for the purposes of compliance with our obligations under the contract between us; and (ii) for the purposes of reasonable promotion and marketing of Fiverr relating to this Contest.

11. Winners' Participation in Fiverr's Marketing Activities

11.1 By accepting a prize in the Contest, each Winner grants to Fiverr, where permitted by law, the right to use and publish (worldwide, via the Internet and otherwise) his/her name, city and state of residence, portrait, image, picture, voice and likeness for promotional purposes without prior notification, review or approval and without payment or consideration.

11.2 Each Winner further agrees, as may be reasonably requested by Fiverr, to provide comments about Fiverr and/or this Contest to the press without further compensation, in connection with any publicity relating to the contest.

12. GENERAL

12.1 If there is any reason to believe that there has been a breach of these official Contest Terms, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Contest.

12.2 This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, TikTok, Facebook, LinkedIn or Twitter.

12.3 The Promoter reserves the right to hold void, suspend, cancel, or amend the Contest and/or change these Contest Terms and/or extend or change any deadline periods, should circumstances so require, at any time, without notice nor obligation to justify our decision and we will not be held responsible for it.