



Codegeist Customer Choice Award Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW OR INTERNATIONAL PUBLIC POLICY OR WHERE REGISTRATION, FILING OR NOTICE REQUIREMENTS MAY EXIST.

1. How to Enter. To enter the Codegeist Customer Choice Award Contest (“Contest”), read the Official Rules, complete the online entry form (including a link to your app listing on the Atlassian Marketplace, a description of your app’s value proposition, a demo highlighting your app’s use case, and any other required information), and click Submit. You will be asked to select one of the three categories for your app, which must match the category for which you submitted the app in the Codegeist Unleashed Hackathon. All entry information shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any third parties appearing in the Submission have given entrant appropriate consent to be used in accordance with these Official Rules. Sponsor reserves the right to request third party releases from any third party included in any Submission at any time. Failure to produce fully executed third party releases (if applicable) may result in disqualification of the Submission, in Sponsor’s sole and absolute discretion.

Providing a Submission constitutes entrant’s consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including Sponsor’s web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter etc.), for any legal purpose whatsoever.

All entrants must have a valid email address. No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Start/End Dates. Contest begins at 8:00 AM Pacific Time (“PT”) on January 15, 2024 and ends at 11:59 PM PT on February 15, 2024 (“Contest Period”).

3. Eligibility. Participation open only to entrants who are at least 18 years of age or the age of majority in their state/province of residence (whichever is greater) and who are not individuals or entities restricted by United States export controls and sanctions or any other nation’s or state’s applicable law. Void in Belarus, Brazil, Cuba, Crimea, French overseas territories, Iran, Italy, Myanmar, North Korea, Russia, Sudan, Syria, Turkey, or any of the United States embargoed countries and where prohibited, taxed or restricted by law. You are not authorized to participate in the Contest if you are located in any of the foregoing jurisdictions. Employees, officers and directors of Atlassian Pty Ltd (“Sponsor”) and its subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, content providers, producers and distributors of content and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. All applicable federal, state, provincial and local laws and regulations apply.

Sponsor’s decisions are final and binding in all matters relating to the Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules. In particular, it will be mandatory for each entrant to expressly accept these Official Rules and the grant of rights in favor of Sponsor with respect to that entrant’s submission pursuant to the terms indicated in these Official Rules. Additionally, entrants must sign and return a written document as requested by Sponsor to perfect such grant, if necessary.

4. Submission Guidelines and Content Restrictions: By entering, each entrant agrees that his or her Submission conforms to the Submission



Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines and Restrictions.

- You must have previously submitted the app included in your Submission as part of your participation in Atlassian’s Codegeist Unleashed Hackathon;
- The Atlassian Marketplace listing for the app included in your Submission must be live by February 15, 2024;
- The Submission must be primarily in English;
- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not in any disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created.
- The Submission cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant’s Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor’s decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these



Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Selection of Winners.

5.1. Criteria. All Submissions will be judged based on the following equally weighted judging criteria (“Judging Criteria”):

- *Quality of the Idea*: Includes creativity and originality of the idea.
- *Implementation of the Idea*: Includes how well the idea was executed by the entrant.
- *Creativity of Submission*: Includes the extent to which the solution can help the most Atlassian users.

5.2. Voting. Between February 20 and February 27, 2024, customers with an Atlassian ID will be invited to select one (1) Submission from each of the three (3) categories that best meets the Judging Criteria, using an online voting platform provided by Sponsor. Sponsor will select the Submission in each category that has received the most votes at the close of the voting period to win a Grand Prize. In event of a tie in a category, the first Submission received by Sponsor from among the tied Submissions will be selected as the winner for that category.

6. Prizes.

Three (3) Grand Prizes: One (1) Visa gift card. Approximate retail value (“ARV”) of Grand Prize: US \$500.

Total ARV of all prizes combined: US \$1500. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state, provincial and local taxes and unspecified expenses (including social contributions and/or VAT Taxes, where applicable) are the responsibility of winners. Gift card terms and conditions apply. AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL OR OTHER TAX REPORTING LAW OR REGULATIONS IN THE UNITED STATES AND IN THEIR RESPECTIVE JURISDICTION. ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE



WINNERS. Refusal by any winner to submit such documentation or complete any required forms or obligations shall result in such winner forfeiting the prize, leaving it unclaimed.

Limit one prize per team. All cash prizes will be paid in U.S. currency or the local currency of the winner's country/jurisdiction of residency, in Sponsor's sole discretion. Entrants should be aware that to the extent any prize is to be awarded via check or wire transfer, such process may result in deductions by clearing banks over which Sponsor has no control.

If due to a printing, production or other error, more prizes are claimed than are intended to be awarded, the intended prize will be awarded in a random drawing from among all verified and validated prize claims received. No more than the stated number of prizes will be awarded.

Any prize awarded to an Australian resident prize winner will be delivered within twenty-eight (28) days after the winner of the prize has been selected.

7. Notification. Potential winners will be notified on or about March 4, 2024 by email sent to the address provided with your Submission and may be required to sign and return, where legal, an Affidavit and/or Declaration/Certification of Eligibility, Liability/Publicity Release and/or rights transfer document within seven (7) days of prize notification. Additionally, winners may be required to obtain releases from any and all third parties appearing in their respective submissions. If a Canadian resident is selected as a potential winner, in order to win the prize, such Canadian resident must first correctly answer a time-limited mathematical skill question, unaided by telephone (at a pre-arranged time) or e-mail in order to win the prize.

FOR RESIDENTS OF FRANCE AND GERMANY ONLY: Each potential winner will receive a document called "eligibility/publicity release" designed to obtain his/her free consent to use his/her full name, likeness, city of residence and submission for promotional purposes and without additional compensation. In any case, a lack of consent does not prevent such potential winner from receiving the prize.

Potential winners will be required to email Sponsor within five (5) calendar days in order to claim their prize. If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and

requirements or any other laws, rules or regulation of any applicable jurisdiction by the winner, such prize will be forfeited and may be awarded to the Submission with the next highest score (time-permitting). Upon prize forfeiture, no compensation will be given.

8. Conditions. BY PARTICIPATING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO THE NON-EXCLUDABLE GUARANTEES (DEFINED BELOW) ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PROMOTIONAL PARTNERS AND EACH OF THEIR ADVERTISING AND PROMOTIONS AGENCIES, CONTENT PROVIDERS, PRODUCERS AND DISTRIBUTORS OF CONTENT AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, provincial, local, state and local taxes are the sole responsibility of the winners.

Participation in Contest and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state/province/territory), likeness, photograph, picture, portrait, voice, biographical information, Submission, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Sponsor shall not be liable or responsible in the event any Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Entrants who do not comply with these Official Rules, or attempt to interfere with the Contest in any way shall be disqualified. Entrants acknowledge and agree that their participation in the Contest are not and do not create any confidential, fiduciary, employment, agency or other special relationship between entrant and Sponsor. To the extent permitted by the applicable law, and subject to the Non-Excludable Guarantees, Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations,

delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism.

9. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. To the extent permitted by applicable law, and subject to the Non-Excludable Guarantees, Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in the Contest or downloading any materials in the Contest. Sponsor reserves the right, in its sole discretion (subject to the approval of the RACJ and any written directions of a regulatory authority), to cancel, terminate, modify, extend or suspend the Contest should (in its sole discretion) viruses, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Contest and/or as a result of any applicable law, regulation, decree or guideline. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or website. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry

programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability; Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE CONTEST AND/OR THE CONTEST ITSELF AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST AND ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW (I) THE EXCLUSION OF IMPLIED WARRANTIES ON APPLICABLE STATUTORY RIGHTS; AND (II) LIMITATIONS ON A CONTRACTING PARTY’S LIABILITY WITH REGARDS TO DAMAGES OR DEATH CAUSED DUE TO ITS NEGLIGENCE OR INTENTIONAL MISCONDUCT, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN SOME CASES. THIS LIMITATION MAY NOT BE ENFORCEABLE IN ALL JURISDICTIONS AND THEREFORE MAY NOT APPLY TO ALL ELIGIBLE PARTICIPANTS. FURTHER, NOTHING IN THESE TERMS AND CONDITIONS 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 OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS AND CONDITIONS TO BE VOID (“NON-EXCLUDABLE GUARANTEES”). CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Disputes; Governing Law. To the extent permitted by the applicable law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. To the extent permitted by the applicable law, any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such

controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of California, City of San Francisco.

TO THE FULLEST EXTENT PERMITTED BY LAW, THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For Australian residents, the promotion will be governed by the applicable laws of the Australian State or Territory in which the entrant resides. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the City of San Francisco in the State of California. The parties agree not to raise the defense of forum non conveniens.

Subject to the foregoing, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

12. Use of Data. Sponsor (data controller) will be collecting personal data about entrants online, in accordance with Atlassian’s privacy policy. Please review the Sponsor’s privacy policy located at <https://www.atlassian.com/legal/privacy-policy>.

The processing of entrants’ personal data is necessary for the performance of a contract to which the entrant is a party (as set forth by article 6(1)(b) of General Data Protection Regulation (UE) 2016/679, hereinafter the “GDPR”). It aims at administering the Contest and at sending the prizes to the winners. The processing of entrants’ personal data will be carried out in accordance with the GDPR.

By participating in the Contest, entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s privacy policy.

13. List of Winners/Winner’s Name. To obtain a list of winners/the name of the winner, send a self-addressed, stamped envelope by August 15, 2024 to:



Atlassian Pty Ltd c/o Atlassian US, Inc., 350 Bush Street, Floor 13, San Francisco, CA 94104, USA

14. Sponsor. Atlassian Pty Ltd (ABN 53 102 443 916) c/o Atlassian US, Inc., 350 Bush Street, Floor 13, San Francisco, CA 94104, USA