"Trip to Spotlight" Semrush Affiliate Contest Terms and Conditions

These Terms and Conditions apply to the Trip to Spotlight Sweepstakes organized by Semrush Inc. ("Semrush", "we"). By entering the Trip to Spotlight Sweepstakess (the "Sweepstakes"), you will be bound by these Terms and Conditions, Semrush Affiliate Program Terms, General Event Terms and Conditions and Terms and Conditions of the Spotlight by Semrush Conference (together, the "Agreement") and you acknowledge that you satisfy all eligibility requirements. In the event of discrepancies, these Terms and Conditions shall prevail. The capitalized terms not otherwise defined herein shall have the same meaning as in the Semrush Affiliate Program Terms, General Event Terms, or other policies implemented therein.

1. Eligibility.

1.1. The Sweepstakes is open to entrants who are registered as an Affiliate at the Semrush Affiliate Program (unless prohibited by law) and who enter the Sweepstakes between June 12, 2025 (12:00 pm CET) and August 31, 2025 (5:00 pm CET) (the "Sweepstakes Period") after receiving an invitation from Semrush. Employees and immediate family members of Semrush are not eligible to participate. Entries will not be acknowledged or returned. Information you submit is subject to Semrush's privacy policy at: https://www.semrush.com/company/legal/privacy-policy/. VOID WHERE PROHIBITED BY LAW.

2. Sweepstakes Entry. Winner Selection.

- 2.1. To qualify for one (1) entry into the Sweepstakes, during the Sweepstakes Period, you must:
 - Confirm your participation in the Sweepstakes by replying via email to the invitation sent from affiliates@semrush.com, or by contacting one of the Semrush Affiliate Managers, and receive a Sweepstakes referral link from Semrush via email ("Referral Link"); Alternatively, you may generate the link yourself via Impact.com using one of the following approved asset IDs: 3043218, 3038384, 3038402, 3038407, 3038412, 3038411.
 - Publicly launch newly created promotional materials ("Promotional Materials") that include
 the Referral Link. You may also submit a client-facing promotion, such as a direct outreach or
 sales communication, provided it includes recorded proof of the communication (e.g.,
 screenshots, email threads). All promotional materials must comply with the Semrush Affiliate
 Program Terms and applicable laws, including FTC disclosure requirements;
 - Generate at least one (1) qualifying sale ("Purchase") of Semrush SEO Toolkit, Traffic & Market Semrush Toolkit, Semrush Local Toolkit, Semrush Social Toolkit, or Semrush Content Toolkit during the Sweepstakes Period. The Purchase must be compliant with the Semrush Affiliate Program Terms.

- 2.2. Each Purchase must comply with the requirements of the Semrush Affiliate Program Terms, otherwise, it will be disqualified. Each qualifying Purchase generates one (1) entry into the Sweepstakes. The number of Entries depends on the number of qualifying Purchases made during the Sweepstakes Period. There is no limit to the number of entries per participant.
- 2.3. The following Promotional Materials will not qualify for the purpose of these Sweepstakes:
 - Promotions run through API integrations or sub-affiliate networks (third-party affiliate systems) will not be accepted;
 - Previously used promotions, including republished content, reactivated campaigns, or any activities that were launched before the Sweepstakes Period.
- 2.3. Two (2) potential winners will be determined by random drawing to be held no later than September 5, 2025, (11:59 pm CET) among all eligible entries received during the Sweepstakes Period. 1 (one) potential winner can receive only 1 (one) Prize. The potential winner will be notified via email that the participating account is registered to, within one (1) week after the drawing. Once the potential winner accepts the Prize, that person is the Winner. The drawing will be conducted by Semrush. In the event that the potential winner or winner is disqualified for any reason, the potential winner or winner does not respond to notification from Semrush, or the potential winner cannot be reached due to technical restrictions, and/or does not provide Semrush with information for the Prize delivery within five (5) days, Semrush may, in its sole discretion, award the Prize to an alternate potential winner selected at random.
- 2.3. You agree that Semrush's decisions related to the Sweepstakes and all distribution of Prizes are final. At Semrush's discretion, you may be required to sign and return an affidavit of eligibility, release of liability, and/or publicity release.
- 2.4 Winner and any Team members must agree to the <u>General Event Terms and Conditions</u> and <u>Terms and Conditions of the Spotlight by Semrush Conference</u> in order to collect the Prize.

3. Prize

- 3.1. One (1) Prize consists of the following elements:
- (a) One (1) Standard admission ticket to the Spotlight by Semrush Conference 2025 in Amsterdam, the Netherlands on October 29, 2025,
- (b) Coverage of airfare and hotel expenses for the Winner: standard hotel accommodation for 2 (two) nights (October 28-30, 2025) and economy class round-trip flights from the Winner's location to the location of the Spotlight by Semrush Conference 2025, provided that the total value of such travel expenses may not exceed \$2,500 USD (the "Prize").

- 3.2. All expenses will be paid for directly by Semrush, expenses will not be reimbursed. The Prize is non-transferable and cannot be redeemed for cash or other alternatives. Semrush may, at its discretion, substitute another prize of equal or greater value if the advertised prize becomes unavailable.
- 3.3. The Winner is responsible for payment of any necessary taxes that may apply in connection with acceptance of the Prize. The Winner is solely responsible for all other costs associated with travel (such as visa, travel insurance), lodging and expenses (including but not limited to food and beverage, room service, minibar, incidentals, room/flight upgrades and any other flight/hotel amenities that are not included in the Prize) to attend the Spotlight by Semrush Conference 2025. Semrush does not provide any visa support.
- 3.4. **Odds:** The odds of winning will depend upon the number of eligible entries received during the Sweepstakes Period.

4. Additional Terms

- 4.1. Semrush reserves the right at its sole discretion to disqualify the entry of any individual found to be violating these Sweepstakes Terms & Conditions. Incomplete and robotic, automatic, programmed or similar entries will be disqualified.
- 4.2. Semrush reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or portion thereof). All federal, state and local taxes on the Prize and any expenses not specified herein are the sole responsibility of the Winner. Should a dispute arise regarding the identity of the claimant, Semrush reserves the sole right to determine the eligible party. By entering, you waive all rights to bring (and covenants not to bring) any claim against Semrush or any others associated with this Sweepstakes. You further agree to release and hold harmless Semrush from any and all liability arising from their participation in the Sweepstakes, or Semrush's use of any entry information as described herein, including but not limited to, waiving all rights to any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.
- 5. **LIMITATION OF LIABILITY.** Semrush shall not be liable for losses or damages of any kind arising from participation in this Contest, including any losses or damages that may arise from receipt of the prize awarded hereunder, and including any losses or damages that may arise from the shipping of the gifts through third party companies.
- **6. GOVERNING LAW.** These Official Rules are governed by the laws of the Commonwealth of Massachusetts, USA. Any and all disputes, claims or causes of action in connection with this drawing or any prize shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in the Commonwealth of Massachusetts, USA.

- **7. PUBLICITY.** As a condition of entry into the Sweepstakes, except where prohibited by law, each participant and each Winner by accepting the Prize grants to Semrush, its affiliates all right, title and interest in to publicize, broadcast, display and/or otherwise use the Sweepstakes participant's (Winner's) name, city, state, corporate information (company name, logo, position), biographical material in any media for advertising, promotional and publicity purposes, without additional review, compensation, or approval of the Winner.
- **8. SPONSOR / WINNERS LIST.** SEMRUSH, Inc. 800 Boylston Street, Suite 2475, Boston, MA, 02199 USA. Requests for winners' lists must be received within one month after the results of the Sweepstakes were announced via **affiliates@semrush.com**, with topic Semrush Contest.