

Last Updated: September 15, 2021

Calm HR Self-Care Toolkit Program Terms

These HR Self-Care Toolkit Program Terms (“**Terms**”) govern your participation in the *HR Self-Care Toolkit Program* (“**Program**”) offered by Calm.com, Inc. (“**Calm**,” “**we**” or “**us**”). By participating in the Program, you agree to be bound by these Terms.

Please note that these Terms apply only to the Program and are separate from the [Calm Terms of Service](#), which will continue to apply to any use of Calm’s online products and services (“**Services**”). Please note that we may use any information it receives in connection with this Program about you or others in accordance with our [Privacy Policy](#).

1. About the Program

- (a) The Program is designed to offer free one-year Calm subscriptions to eligible HR professionals (the “**Reward**”). If you already have an active subscription, you will be able to [redeem this gift code to your account](#) when your current subscription expires. The Reward may not be combined with other offers or discounts and may not be redeemed for cash.
- (b) In order to be eligible for the **Reward** under the Program, you will need to accurately complete all required fields in our [online application form](#) (“**Application Form**”) and you agree to receive periodic communications from Calm, including communications about this Program, communications regarding self-care, mental health and well-being at work, and other marketing communications.

2. Eligibility

- (a) You may only participate in the Program if you meet the following eligibility requirements:
 - (i) you are currently an employed professional who works in human resources, people operations, employee wellness, or employee benefits;
 - (ii) you work at a company with 5 or more employees;
 - (iii) you are at least 18 years old; and
 - (iv) you have submitted an application before January 31, 2022 at 11:59pm PST.
- (b) If you participate in the Program, you represent and warrant that you meet the above eligibility requirements.
- (c) This Program is not intended for individuals outside the United States and by participating in this program, you represent and warrant that you are a legal resident of the United States and are in the United States.
- (d) Up to 50 applicants per organization will be eligible, based on company size.

3. Other Conditions

- (a) You agree not to engage in any of the following activities in connection with your participation in the Program:
- Take any action that violates our [Terms of Service](#) in connection with your use of our Services;
 - engage in any activities with intent to deceive, such as by impersonating any person, or that constitutes fraud (or attempted fraud);
 - violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program;
 - sell or transfer any reward we provide in connection with these Terms.
- (b) Calm reserves the right to revoke or disqualify you from eligibility to receive a reward under this Program in the event we reasonably believe you have breached any of the Terms.

4. Additional Promotions

From time to time, Calm may offer special or additional promotions in connection with the Program (“**Promotions**”) through which you may receive additional rewards or discounts by complying with the terms and conditions of the Promotions. Any participation in a Promotion will be subject to any applicable Promotions terms and conditions, including any limited eligibility periods.

5. CA Notice of Financial Incentive

If you choose to participate in the Program, Calm will collect identifiers, such as name, email and phone number, profile URL, and professional or employment information. Your participation is completely voluntary and on an opt-in basis. If you wish to withdraw from the Program, you can do so at any time by contacting us at comms@calm.com. The value of the personal information we collect is reasonably related to the value of the benefit presented to you.

6. Limitation of Liability

To the fullest extent permitted by applicable law, (a) Calm will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if Calm or its affiliates have been advised of the possibility of such damages; and (b) the total liability of Calm for any claim arising out of or relating to these Terms or your participation in the Program, regardless of the action, is limited to the amounts (if any) payable to you under these Terms.

7. Governing Law and Venue

Any dispute arising from these Terms and your participation in the Program will be governed by and construed and enforced in accordance with the laws of California, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of California and the United States, respectively, sitting in San Francisco, California.

8. Suspending or Discontinuing the Program

We reserve the right to suspend or stop providing all or portions of our Program at any time. You also have the right to stop participating in the Program at any time.

9. Changes

We may modify these Terms from time to time. We will provide notice of changes by posting the updated Terms to our Referral Form and updating the “Last Updated” date above, and we may provide additional notice (such as by email or through the Application Form). Your participation in the Program after these changes, will signify your agreement to the updated Terms. If you do not agree to the amended Terms, you must stop participating in the Program. Except in urgent situations, such as changes designed to help prevent abuse or respond to legal requirements, any changes to these Terms will apply only on a going-forward basis.

10. General Terms

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. The failure of Calm to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements and understandings of the parties. Use of the word “include” or “including” will be interpreted to mean “including without limitation.” These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.