

SEMRUSH "MOM & POP CHALLENGE" PROMOTION
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

By submitting an entry in the Semrush "Mom & Pop Challenge" Promotion (the "Promotion"), you agree to these Official Rules and the decisions of Sponsor, which are final and binding in all respects.

1. OVERVIEW: The Promotion consists of a qualifier sweepstakes (the "Sweepstakes") and the Mom & Pop Shop Challenge (the "Contest"), the details of which are set forth below. In summary, the Sweepstakes consists of a random draw to award one entrant (the "Sweepstakes Prize Winner") a prize consisting of a \$100 gift card and entry to the Contest (the "Sweepstakes Prize") and grant 499 additional entrants (the "Event Contestants") the opportunity to participate in the Contest, the prizes for which include a \$25,000.00 First Place Contest Prize, a \$10,000.00 Second Place Contest Prize, and a \$5,000.00 Third Place Contest Prize (collectively, the "Contest Prizes"). The Sweepstakes and Contest may be referred to collectively herein as the Promotion.

2. ELIGIBILITY: This Promotion is open only to entrants who are legal residents of one of the fifty United States or District of Columbia and at least 18 years of age (or at least 19 years of age if entrant is a resident of Alabama or Nebraska). Employees of Semrush Inc. ("Sponsor"), its advertising, promotional and PR agencies ("Agencies"), and any other entities or individuals involved in the Promotion or the Event (as defined in Rule 4, below), along with any of their immediate family members (defined as parents, spouses, siblings or children; whether biological, adopted, step or in-law) and their household members (whether related or not) are not eligible to participate in the Promotion.

3. HOW TO ENTER THE SWEEPSTAKES: To enter the Sweepstakes, eligible entrants must complete an entry form, available at www.semrush.com/lp/momandpop, (the "Promotion Website") with their full name, street address, email address, phone number and age as of entry date. Sweepstakes entries will be accepted starting on March 13 at 9:00 a.m. ET (the "Start Date") and must be received by 11:59 p.m. ET on March 21, 2024 (the "End Date") in order to be eligible for the Sweepstakes Drawing. The period from the Start Date through the End Date shall be referred to herein as the "Sweepstakes Entry Period." Limit one entry per person throughout the entire Sweepstakes Entry Period. Sponsor is not responsible for late, lost, illegible, incomplete or misdirected entries. Entries become the property of Sponsor and may not be acknowledged or returned. Information you submit in connection with the Promotion is subject to Sponsor's privacy policy posted on the Promotion Website and at: <https://www.semrush.com/company/legal/privacy-policy/>

4. VOID WHERE PROHIBITED BY LAW.

5. SWEEPSTAKES WINNER SELECTION AND PRIZE: One (1) eligible entrant will be randomly selected as the potential prize winner in the Sweepstakes from among all eligible entries received during the Sweepstakes Entry Period in a drawing to be held on or about March 22, 2024 (the "Drawing"). Subject to passing the verification process detailed in Rule 6, below), such potential prize winner will be declared the "Sweepstakes Prize Winner," and such Prize Winner will be awarded a prize consisting of a \$100 Visa® gift card (the "Sweepstakes Prize"). Total approximate retail value of all prizes to be awarded in the Sweepstakes is \$100. Sponsor reserves the right to award an alternative brand of gift card in its sole discretion, and such Sweepstakes Prize may be awarded in physical or digital format, at Sponsor's sole discretion. Sweepstakes Prize is subject to terms and conditions imposed by card issuer. All taxes on the Sweepstakes Prize are the sole responsibility of the Sweepstakes Prize Winner. Odds of being selected as the Sweepstakes Prize Winner depend on the number of eligible entries received.

6. EVENT CONTESTANT SELECTION AND DETAILS: After the potential Sweepstakes Prize Winner is randomly selected, 499 other eligible entrants will be randomly selected from the remaining eligible entries in the Drawing (the potential Sweepstakes Prize Winner and 499 other selected entrants to be referred to herein as the "Potential Contestants"). The Potential Contestants will qualify to participate in the Event and compete for the Contest prizes, subject to Sponsor's verification of the Potential Contestant's eligibility, compliance with these Official Rules, and acceptance of the required Registration/Release Form, as detailed in Rule 7, below. Once Sponsor has verified a Potential Contestant is eligible to compete in the Event, such Potential Contestant will thereafter be referred to as an "Event Contestant" and collectively as the "Event Contestants"). Odds of being selected as an Event Contestant depend on the number of eligible entries received.

7. SWEEPSTAKES DRAWING DETAILS, SWEEPSTAKES PRIZE WINNER/EVENT CONTESTANT VERIFICATION: The potential Sweepstakes Prize Winner and Potential Contestants will each be notified via email at the email addresses provided in their entry forms following the Drawing, on or around March 22, 2024 ("Notification"). The Potential Contestants must have agreed to the Confirmation of Eligibility and Liability/Publicity Release (where legal) (the "Registration/Release Form") or a potential Sweepstakes Prize Winner or Event Contestant (as the case may be) may be disqualified and lose any claim to their Sweepstakes Prize (if the potential Sweepstakes Prize Winner) or opportunity to participate in the Event (if a potential Event Contestant). The Registration/Release Form may contain additional Terms and Conditions applicable to the Event/Contest which the Potential Contestant must agree to and abide by in order to be verified as eligible to participate in the Event and/or win a prize in the Contest. In the event a Sweepstakes Prize Winner or Potential Contestant is disqualified, Sponsor reserves the right, but not the obligation, to select an alternate from the remaining eligible entries received, time permitting. In such case, such alternate would be subject to the same verification process with the same timing requirements. If (a) Notification, Sweepstakes Prize, or Registration/Release Form are returned as undeliverable, (b) a potential Sweepstakes Prize Winner or Potential Contestant is determined to be ineligible or otherwise not in compliance with these Official Rules, (c) a potential Sweepstakes Prize Winner or Potential Contestant fails to agree to Registration/Release Form, or (d) if Potential Contestant fails to appear at the Event and follow all Event

Terms and Conditions, instructions and protocols as communicated by Sponsor, the Sweepstakes Prize (in the case of Sweepstakes Prize Winner) or participation in the Event and opportunity to win a prize in the Contest (in the case of Event Contestants) may be forfeited and the Potential Contestant disqualified. A maximum of one Sweepstakes Prize and 500 Event Contestant spots are available.

8. CONTEST PARTICIPATION, CONTEST WINNER DETERMINATION, AND CONTEST PRIZE: Up to five hundred (500) Event Contestants will follow a map of the Event course (the "Course"), in accordance and compliance with all Event Terms and Conditions as set forth in the Registration/Release Form and as otherwise communicated by Sponsor on the day of the Event (collectively, the "Event Rules"), to visit eight (8) "mom and pop shops" in New York City (the "Shops") in the order they choose. As the Event Contestants visit each Shop, they will answer one multiple choice question and select a corresponding sticker to place on their map, and upon completing the Course requirements at each Shop designated on the map, will return to the Event finish area. This is a timed Event, and Event Contestants will win based on their time to complete the Course in combination with all correct answers they give at each Shop. The top three (3) finishers will be awarded a cash prize (each a "Contest Prize") as follows: the Contest Prize for first place is \$25,000.00; the Contest Prize for second place is \$10,000.00; and the Contest Prize for third place is \$5,000.00 (collectively the "Contest Prizes"). In the event of a tie between Event Contestants in the course completion time and scoring for correct answers, to determine a winning position, the tie will be broken based on a series of trivia questions asked of the tied contestants until one Event Contestant answers incorrectly, and the Event Contestant that answers correctly will be declared the appropriate Contest Prize winner. The Contest Prizes may be awarded in cash, check, or wire format, at Sponsor's sole discretion. Contest Prize winners must sign an affidavit of eligibility on location at the time of announcement of the Contest Prizes or may be disqualified or deemed ineligible for a Contest Prize at the sole discretion of Semrush. All taxes on the Contest Prizes are the sole responsibility of the individual Contest Prize Winner.

9. Rights Granted by Participants. By entering the Promotion, entrants/prize winners/Event Contestants (each a "Participant" and collectively "Participants") agree that Sponsor and those authorized by Sponsor may (a) use the information such Participant provides to Semrush to administer the Promotion and Event, and award any Prize or facilitate Event participation, (b) use Participant's Information for advertising, publicity and promotional purposes without additional compensation, except where prohibited by law, and (c) use Participant's Information to contact Participant for further marketing and/or promotional purposes. Participants can opt out of future Semrush marketing or promotions by contacting pr@semrush.com

10. RELEASE OF LIABILITY: BY PARTICIPATING IN THE PROMOTION, ACCEPTING A PRIZE, OR ACCEPTING THE OPPORTUNITY TO BE AN EVENT CONTESTANT, EACH SUCH PARTICIPANT AGREES TO RELEASE SPONSOR, THE AGENCIES, AND ANY OTHER ENTITIES OR INDIVIDUALS INVOLVED IN PLANNING, ADMINISTERING OR FULFILLING THE PROMOTION OR EVENT, AND EACH OF THEIR PARENT OR AFFILIATED COMPANIES, AND ALL OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, SUBCONTRACTORS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS,

LOSSES, ACTIONS, DAMAGES OR OTHER LIABILITY, WHETHER ACTUAL, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO HIS/HER PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE, POSSESSION AND/OR USE OR MISUSE OF ANY PRIZE OR OPPORTUNITY.

Sponsor and Released Parties are not responsible for and are hereby released from liability with respect to any problems arising out of the administration or conduct of this Promotion, including those that may arise out of or be connected with the internet portion of the Promotion or Drawing, including but not limited to: (i) electronic transmissions/entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by the Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone, cable or satellite transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; or (v) any entries submitted in a manner that is not expressly allowed under these Official Rules. Sponsor is further not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the transmission, receipt or processing of the entries.

11. MISCELLANEOUS TERMS. Sponsor reserves the right to cancel, terminate or modify the Promotion or any part of the Promotion (each a "Promotion Change") if the Promotion or a portion of the Promotion cannot be completed as planned for any reason, including but not limited to an unforeseen event ("Unforeseen Event") such as infection by computer virus, bugs, tampering, unauthorized intervention, technical failure, corruption of any sort, or a *force majeure* event (including without limitation weather, or epidemic, pandemic, communicable, contagious, or infection disease or public health quarantine that impacts the anticipated participation in the Promotion or Event). In such event, Sponsor may (a) cancel the Promotion entirely, (b) modify the Promotion; (c) award the Prize from eligible entries received prior to the Unforeseen Event resulting in the Promotion Change if sufficient eligible entries have been received (as determined in Sponsor's sole discretion), or (d) extend the Promotion Period to allow time for more eligible entries to be received. Any attempted entries that do not conform with these Official Rules will be disqualified. Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication methods are ineligible and will be disqualified. Unclaimed prizes or opportunities may not be awarded. Proof of submitting an entry is not proof of receipt by Sponsor. In the event of a dispute as to the identity of a Participant, the entry will be deemed to have been made by the authorized account holder of the email address submitted at the time of entry. The "authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

In the event that the Event is canceled or postponed beyond 2024, the opportunity to participate in the Event will be forfeited and no alternative prize or opportunity will be offered to Event Contestants in lieu thereof. In the event that the Event is postponed to a later date in 2024, Event Contestants will be offered the opportunity to participate in the Event at the later date. No cash redemption, transfer or substitution is allowed on Prize or on participation in the Event.

12. GOVERNING LAW AND LIMITATION OF LIABILITY. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official rules or the rights and obligations of Participants, Sponsor or the Released Parties in connection with the Promotion or Event will be governed by the laws of the Commonwealth of Massachusetts, USA, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. Any and all disputes, claims or causes of action in connection with this Promotion or any prize or opportunity awarded therein 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.

BY ENTERING OR PARTICIPATING IN THE PROMOTION, OR ACCEPTING A PRIZE OR PARTICIPATING IN THE EVENT, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE/OPPORTUNITY AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES (NOT TO EXCEED THE AFOREMENTIONED ONE HUNDRED DOLLARS), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. WINNERS' LIST: For the names of the Sweepstakes and Contest Prize Winners, send an email with the subject line "Semrush Mom and Pop Promotion Winners" to: pr@semrush.com, on or before May 30, 2024.

14. SPONSOR: Semrush Inc., 800 Boylston Street, Suite 2475, Boston, Massachusetts USA 02199.