

Semrush Holiday Calendar Promotion Terms and Conditions (2022)

These Terms and Conditions apply to the Semrush Holiday Calendar Promotion 2022 organized by Semrush Inc. (“Semrush”, “we”). By entering Semrush Holiday Calendar Promotion 2022, you will be bound by these Terms and Conditions, [Semrush Privacy Policy](#), [Semrush Terms of Service](#), [Semrush App Center Terms](#) (together, the “Agreement”) and you acknowledge that you satisfy all eligibility requirements. In the event of a conflict between these Terms and Conditions, Semrush Terms of Service, Semrush App Center Terms of Service and these Terms and Conditions, these Terms and Conditions shall prevail. The Capitalized terms not otherwise defined herein shall have the same meaning as in the Semrush Terms of Service or other policies implemented therein.

1. Promotion Period. Semrush Holiday Calendar Promotion 2022 (the “Offer”) runs from 00:01 am on December 2, 2022 until 23:59 pm Central US time on December 26, 2022 (the “Promotion Period”) and consists of BuzzGuru, AdClarity, Google Analytics AdCost Importer, Video Rank Tracker, Web Testing, Instant Banner Generator, Mobile App Insights, Ecommerce Keyword Analytics, PPC Optimizer for Amazon, Product Research for Amazon Offers (each individually called as “Promoted App”) as specified below:

- **BuzzGuru Offer:** runs from 00:01 am on December 2, 2022 until 23:59 pm Central US time on December 4, 2022 (the “BuzzGuru Promotion Period”). The BuzzGuru Offer is only valid for Services available at <https://www.semrush.com/apps/buzzguru-influencer-analytics/>;
- **AdClarity Offer:** runs from 00:01 am on December 5, 2022 until 23:59 pm Central US time on December 7, 2022 (the “AdClarity Promotion Period”). The AdClarity Offer is only valid for Services available at <https://www.semrush.com/apps/adclarity-advertising-intelligence/>;
- **Google Analytics AdCost Importer Offer:** runs from 00:01 am on December 8, 2022 until 23:59 pm Central US time on December 10, 2022 (the “Google Analytics AdCost Importer Promotion Period”). The Google Analytics AdCost Importer Offer is only valid for Services available at <https://www.semrush.com/apps/google-analytics-adcost-import/>;
- **Video Rank Tracker Offer:** runs from 00:01 am on December 11, 2022 until 23:59 pm Central US time on December 13, 2022 (the “Video Rank Tracker Promotion Period”). The Video Rank Tracker Offer is only valid for Services available at <https://www.semrush.com/apps/video-rank-tracker/>;
- **Web Testing Offer:** runs from 00:01 am on December 14, 2022 until 23:59 pm Central US time on December 16, 2022 (the “Web Testing Promotion Period”). The webTesting Offer is only valid for Services available at <https://www.semrush.com/apps/website-testing/>;
- **Instant Banner Generator Offer:** runs from 00:01 am on December 17, 2022 until 23:59 pm Central US time on December 19, 2022 (the “Instant Banner Generation

Promotion Period”). The Instant Banner Generator Offer is only valid for Services available at <https://www.semrush.com/apps/instant-banner-generator/>;

- **Mobile App Insights Offer:** runs from 00:01 am on December 20, 2022 until 23:59 pm Central US time on December 22, 2022 (the “Mobile App Insights Promotion Period”). The Mobile App Insights Offer is only valid for Services available at <https://www.semrush.com/apps/mobile-app-insights/>;
- **Ecommerce Keyword Analytics Offer:** runs from 00:01 am on December 23, 2022 until 23:59 pm Central US time on December 25, 2022 (the “Ecommerce Keyword Analytics Promotion Period”). The Ecommerce Keyword Analytics Offer is only valid for Services available at <https://www.semrush.com/apps/e-commerce-keywords-analytics/>;
- **PPC Optimizer for Amazon Offer:** runs from 00:01 am on December 23, 2022 until 23:59 pm Central US time on December 26, 2022 (the “PPC Optimizer for Amazon Promotion Period”). The PPC Optimizer for Amazon Offer is only valid for Services available at <https://www.semrush.com/apps/ppc-optimizer-for-amazon/>;
- **Product Research for Amazon Offer:** runs from 00:01 am on December 23, 2022 until 23:59 pm Central US time on December 26, 2022 (the “Product Research for Amazon Promotion Period”). The Product Research for Amazon Offer is only valid for Services available at <https://www.semrush.com/apps/product-research-for-amazon/>.

The Offer will only be valid during this time and available to all Eligible Users as specified below.

2. Eligibility. The Offer is available only during the Promotion Period for Semrush Users who:

- have an active registered account at www.semrush.com, and
- do not have a Paid subscription for Promoted App(s) the Semrush User wants to take an offer advantage of, and
- have never had a trial period previously for the Promoted App(s) the Semrush User wants to take an offer advantage of (“Eligible Users”).

Users may not cancel or downgrade Paid subscriptions in order to be eligible to take advantage of the Offer.

3. Offer. Eligible Users during the Promotion Period can take advantage of the following offers:

- BuzzGuru Offer: extended trial period - 14 calendar days;
- AdClarity Offer: extended trial period - 14 calendar days;
- Google Analytics AdCost Importer Offer: extended trial period - 14 calendar days;
- Video Rank Tracker Offer: extended trial period - 21 calendar days;
- Web Testing Offer: extended trial period - 21 calendar days;
- Instant Banner Generator Offer: extended trial period - 21 calendar days;
- Mobile App Insights Offer: extended trial period - 21 calendar days;

- Ecommerce Keyword Analytics Offer: extended trial period - 21 calendar days;
- PPC Optimizer for Amazon Offer: extended trial period - 21 calendar days;
- Product Research for Amazon Offer: extended trial period - 21 calendar days.

4. How To Enter.

4.1. In order to use the advantages of the Offer, Eligible Users must apply for the Offer through an applicable web page, as specified in the clause 1 of these Terms and Conditions.

4.2. Notwithstanding anything contrary herein, the Offer cannot be used in conjunction with any other discount or promotion not covered under these Terms and Conditions, or applied retroactively.

4.3. The Offer advantages the Eligible User applied for, will be activated for use as soon as technically possible.

5. Cancellation and Renewal Terms.

5.1. At the end of the trial period(s), obtained due to the Offer, you will be automatically charged the Apps Fees for the applicable App in accordance with the [Semrush App Center Terms](#). Semrush Cancellation and Refund Policy as specified in the [Semrush App Center Terms](#).

6. Additional Terms.

6.1. Semrush reserves the right at its sole discretion to disqualify the entry of any individual found to be violating these Offer Terms and Conditions. In case of disqualification the trial period will be considered as used for applicable App(s). Incomplete and robotic, automatic, programmed or similar entries will be disqualified.

6.2. Semrush and its affiliates are not responsible for: (a) lost, misdirected, late, or incomplete entries or for inaccurate entry information; (b) any operation or transmission error, theft, unauthorized access to, or alteration of, entries.

6.3. By entering, you waive all rights to bring (and covenants not to bring) any claim against Semrush, its affiliates or any others associated with this Offer. You further agree to release and hold harmless Semrush, its affiliates, or any others associated with this Offer from any and all liability arising from their participation in the Offer, or Semrush's and its affiliates'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 Offer or delivery, misdelivery, acceptance, possession, use of or inability to participate in the Offer (including claims, costs, injuries, losses, or damages related to the 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.

6.4. With the exception of any indemnification obligations stated in the Semrush Terms of Service, in no event will either party and its respective affiliates, officers, directors, employees, or agents be liable for any indirect, incidental, special, punitive, or consequential damages or loss of profits, revenue, data or business opportunities arising out of or related to this Offer, whether an action is in contract or tort and regardless of the theory of liability whatsoever arising from or related to either this Offer or use of the Services or the Website. Our maximum aggregate liability to you for any damages arising from or related to this Offer is limited to the greater of (a) fifty dollars (US \$50) or (b) amounts you have paid to us under these Offer Terms and Conditions. You understand and agree that if you do not agree to this limitation of liability, we would not provide the Offer to you. The foregoing limitation of liability shall apply to the fullest extent permitted by law.

6.5. Semrush and its affiliates disclaim any liability with respect to any Third Party Sites, your access of any Third Party Sites, and any Third Party Services and Products that you use and for any claim arising out of Semrush's authorized use of your Content.

6.6. If you are located in the European Economic Area (EEA), Switzerland or the United Kingdom, these Offer Terms and Conditions are governed by the laws of the Republic of Ireland and jurisdiction and venue shall be Dublin, Ireland. If you are located within North America, South America or in a country other than in the EEA, Switzerland or the United Kingdom, these Offer Terms and Conditions are governed by the laws of the Commonwealth of Massachusetts, U.S.A. and jurisdiction and venue shall be the Commonwealth of Massachusetts. Governing law is without regard to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Offer Terms and Conditions.

6.7. WE MAY CHANGE THESE OFFER TERMS AND CONDITIONS FROM TIME TO TIME BY POSTING THE UPDATED OFFER TERMS AND CONDITIONS ON THE OFFER WEBSITE, WHERE YOU CAN REVIEW THE MOST CURRENT VERSION OF THESE OFFER TERMS AND CONDITIONS AT ANY TIME. THE REVISED OFFER TERMS AND CONDITIONS WILL BECOME EFFECTIVE IMMEDIATELY AFTER WE POST THE UPDATED TEXT ON THE OFFER WEBSITE. IF YOU USE THE SERVICES AFTER SUCH DATE, SUCH USE WILL CONSTITUTE ACCEPTANCE OF THE REVISED TERMS AND CONDITIONS. We also reserve the right to modify these Offer Terms and Conditions from time to time in our sole discretion. If any change to these Offer Terms and Conditions are not acceptable to you, you must not participate in the Offer.

6.8. IN ANY MATTER NOT COVERED BY THESE OFFER TERMS AND CONDITIONS THE PARTIES SHOULD REFER TO SEMRUSH TERMS OF SERVICE AND SEMRUSH APP CENTER TERMS.