

Tricentis Customer Awards Terms and Conditions

TRICENTIS CUSTOMER AWARDS TERMS AND CONDITIONS

1. **AGREEMENT.** Participation in the 2019 Tricentis Customer Awards—Regional (Americas) (“**Awards**”) constitutes each participant’s full and unconditional agreement to and acceptance of these Awards rules.
2. **AWARDS RULES**
 - 2.1. **Sponsor.** The Awards sponsor is **Tricentis USA Corp.**, 2570 W El Camino Real, Suite 540, Mountain View, CA 94040, USA (“**Tricentis**”).
 - 2.2. **How to enter.** The Tricentis Awards program is an internal nomination and selection process. Nominees for each of the four (4) Regional award category are elected by an internal Tricentis Continuous Innovation Council. Nominees will then receive a nomination email from their Tricentis Customer Success Manager or other Tricentis representative to notify them they have been selected as a nominee for their respective Awards category. The nominee can choose either to accept or to decline the nomination. Only nominees who accept the nomination and agree to these Awards Terms and Conditions will be eligible to be named a finalist for the respective Awards category. Only finalists are eligible to win. A nominee is considered a finalist by and upon written confirmation of nomination acceptance received to the Tricentis Customer Success Manager or other Tricentis representative. No additional Tricentis contract or licensing purchase is necessary to enter or win the Awards.
 - 2.3. **Duration.** Nominations for the four Regional Awards categories for the Americas region opened to the Tricentis Continuous Innovation Council March 22, 2019. Americas Regional Awards winners are announced May 22, 2019 at [Tricentis Accelerate San Francisco 2019](#) conference in San Francisco, California.
 - 2.4. **Eligibility.** Nominees must be over 18 years old and an employee or formal company representative of an active Tricentis customer or Tricentis partner organization. Nominees for Regional Awards categories must belong to The Tricentis customer or Tricentis partner organization must be actively operating in the respective global region to which a nominee is being considered. To be eligible to win, nominees must have been named a finalist for the respective Awards category. Nominees are considered a finalist by and upon acceptance of the Awards nomination (whereby agreeing to the Awards Terms and Conditions). Finalists, or a formal company representative(s) from their organization, must be present to accept the Award at Accelerate San Francisco 2019 on May 22, 2019.
 - 2.5. **Winner Selection.** Nominees must meet all eligibility requirements to be considered to win. Tricentis will select for each category from the pool of finalists a winner based on—but not limited to—the following criteria: efficiency and effectiveness of continuous testing processes; demonstrated commitment to organizational alignment and collaboration; demonstrated leadership in new product or process introduction and innovation; strength of business or market strategy; effective use of the Tricentis Platform. Winners are announced May 22 at the [Tricentis Accelerate San Francisco 2019](#) conference in San Francisco, California and online. If a nominee either cannot be contacted or the nominee does not confirm acceptance of the Awards nomination, Tricentis may select another finalist from the pool of eligible nominees. Tricentis shall have no liability for a nominee’s failure to receive notifications.
 - 2.6. **Prize.** Awards prize is awarded “as is” and are non-transferable, non-assignable and non-refundable. No substitution for cash or another prize may be made. The winner for each award category will receive:
 - Complimentary Pass to Accelerate San Francisco 2019: If not already registered to attend, Awards finalists may be offered a discounted, full-access ticket (valued at \$499 per ticket) to the Tricentis Americas Accelerate conference held in San Francisco, California, May 22-23, 2019.
 - Etched glass award plaque to be customized with the Award category (valued at approximately \$250 per award)The prize does not include:
 - Any taxes incurred by the winner on the prize (i.e., winner is responsible for paying any taxes incurred on the value of the prize)
 - Travel and accommodation expenses related to attending the Accelerate conference
 - Any other performance or benefit, which has not been clearly listed above
3. **MISCELLANEOUS**
 - 3.1. **Data Privacy.** Tricentis processes your personal identifiable data for the sole reason as set out in this Awards rules, such as Awards participation and marketing purposes, as well as set out and in accordance with the [Tricentis Privacy Policy](#).
 - 3.2. **Newsletter.** The participant hereby declares its consent to receive Tricentis marketing material in accordance with the Tricentis Data Privacy Policy, from which the receiver may opt-out at any time by following the instruction in the email and/or privacy policy.
 - 3.3. **Publicity.** The finalist grants Tricentis permission to use nominee information, likeness and media (such as name, company name and Awards ceremony video or photographs) for any purpose in connection with the Awards, including but not limited for promotion, without further notice, approval or compensation.
 - 3.4. **Indemnity.** Each participant agrees to release, indemnify and hold harmless Tricentis from and against all claims, damages, loss or other liability that may arise from or is related to the Awards.
 - 3.5. **Liability.** To the extent permitted by law, Tricentis shall not be liable for any damages, loss or other liability arising out of this Awards.
 - 3.6. **Termination.** If, in Tricentis’ sole discretion, it is found out that any of the eligibility criteria are not met or a participant (potentially) violates the Awards rules, such participant may be disqualified at any time from Awards consideration. Tricentis further reserves the right to terminate, modify or suspend the Awards in its sole discretion.
 - 3.7. **Severability.** If any provision of this Awards rules is held to be invalid or unenforceable, such provision will be interpreted in a manner that best reflects the parties’ intentions, and the remaining provisions of this Awards rules will remain in full force and effect.
 - 3.8. **Governing Law and Jurisdiction.** This Awards rules will be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles. Any disputes, actions, claims, or causes of action arising out of or in connection with this Awards rules will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. The parties hereby disclaim and exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods.

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