TRICENTIS CUSTOMER AWARDS TERMS AND CONDITIONS

1. AGREEMENT. The participation as a finalist in the Customer Innovation Awards, taking place during the Tricentis Virtual Summit, October 20-22, 2020 (“Awards”) constitutes each participant’s full and unconditional agreement to and acceptance of these Awards rules.

2. AWARDS RULES


2.2. How to enter. The Tricentis Awards program follows a self-nomination process, therefore customers are encouraged to submit nominations on behalf of themselves, or their teams. Additionally, with customer consent, Tricentis Customer Success Managers are able to nominate customers they feel would be best suited for an award. Nominees for each of the six (6) award categories are elected by an internal Tricentis Continuous Innovation Council. Nominees will then receive a confirmation 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 their nomination. Nominees must accept the nomination (whereby agreeing to the Awards Terms and Conditions) in order to advance as a finalist. 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 program.

2.3. Duration. Awards starts on August 10, 2020 and ends on October 22, 2020. Nominees can opt-in to this Awards through October 2, 2020. The voting and notification of the finalists will be from October 5, 2020 until October 9, 2020. Awards winners are announced October 20-22, 2020 during Tricentis Virtual Summit.

2.4. Eligibility. Nominees must be over 18 years and an employee or formal company representative of an active Tricentis customer or Tricentis partner organization. Nominees for Awards categories must belong to the Tricentis customer or Tricentis partner organization and must be actively operating in the respective global region (eg: AMS, EMEA, APAC) to which a nominee is being considered. To be eligible to win, nominees must have been named a finalist for their 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 plan to be present to accept the Award during the Tricentis Virtual Summit, October 20-22, 2020.

2.5. Winner Selection. Nominees must meet all eligibility requirements to be considered as a finalist and to win. Tricentis will select for each Awards category from the pool of finalists a winner based on—but not limited to—the following criteria: compelling nature of the business challenge, efficiency and effectiveness of continuous testing processes; demonstrated commitment to organizational alignment and collaboration; demonstrated leadership in new product or process introduction and innovation; effective use of the Tricentis Platform, customer ROI or KPIs. Winners are announced October 20-22, 2020 during Tricentis Virtual Summit 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 winner’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 Awards category will receive:
- (2) Complimentary Tickets to a 2021 Tricentis Accelerate Conference (approx. value $1,200)
- Etched glass award plaque to be customized with the Award category and winner name(s) and company logo in the value of up to $75
- 1:1 Tricentis Executive Session
- Personalized Tricentis/North Face branded jacket in the value of $200
- Primary consideration to speak as an award recipient and short video interview

The prize does not include:
- Taxes which may occur to the winner
- 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 participation in the Awards 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 participant 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—in Tricentis’ sole discretion—terminate, modify or suspend the Awards.
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 Republic of Austria, 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 courts competent for the Inner District of Vienna, Austria. The parties hereby disclaim and exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods.