TRICENTIS CUSTOMER AWARDS TERMS AND CONDITIONS

1. AGREEMENT. Participation in the 2020 Tricentis Customer Awards ("Awards") constitutes each participant’s full and unconditional agreement to and acceptance of these Award 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 open to both internal and external candidate submissions. Nominees for each of the six (6) awards categories may be submitted electronically via the online nomination form here. The nomination process is open to both internal and external submissions. Finalists will be selected by an internal Tricentis Continuous Testing Council and will be notified via email that they have been selected as a finalist by a Tricentis representative. The finalist can choose either to accept or to decline the nomination. Only finalists who accept the nomination and agree to these Awards Terms and Conditions — by written confirmation of nomination acceptance — are considered eligible to win. No additional Tricentis contract or licensing purchase is necessary to enter or win the Awards.

2.3. Duration. Awards nominations open March 4, 2020, and winners will be announced April 30, 2020, at the Tricentis Accelerate San Francisco 2020 conference in San Francisco, California, USA.

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 must belong to The Tricentis customer or Tricentis partner organization and 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 upon acceptance of the Awards nomination (whereby agreeing to the Awards Terms and Conditions). Winners, or a formal company representative(s) from their organization, must be present to accept the Award at Accelerate San Francisco 2020 on April 30, 2020.

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 April 30, 2020, at the Tricentis Accelerate San Francisco 2020 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:

- Five Complimentary Tickets to Tricentis Accelerate San Francisco 2020 conference — Finalists may be offered a discount voucher good for up to a maximum of five (5) full-access conference tickets to the Tricentis Accelerate San Francisco 2020 conference held in San Francisco, California, April 29-30, 2020. Value at $599 per ticket. Voucher may only be used toward new Accelerate San Francisco registrations and cannot be redeemed for any monetary value, discount or refund on existing registration, or future Accelerate event.
- Etched Glass Award Plaque — Winners will receive a customized Awards plaque, valued at approximately $50.00.

The prize does not include:

- Any taxes incurred by the winner on the prize, i.e. winner responsible for paying any taxes incurred on value of the prize
- Travel 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 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 recipient 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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