

## Conditions of Entry “Book a Demo with Tricentis”

1. These conditions of entry (“Terms and Conditions”) shall apply to the “**Book a Demo with Tricentis**” Win AUD300 worth of “BOSE SoundSport Free wireless headphones” (“Lucky Draw”) organised by Tricentis Australia Pty Ltd (“Tricentis”).
2. By registering or taking part in this Lucky Draw, you agree to be bound by these Lucky Draw Terms and Conditions and the decisions of Tricentis in relation to and in connection with this Lucky Draw.
3. The Lucky Draw begins at 09.00am (AEST) and closes at 17.59pm (AEST) on 28 May 2020 (“Lucky Draw Period”).
4. Tricentis reserves the right to change the Lucky Draw Period.
5. You must be 18 years and above (as of the start of the Lucky Draw Period) to participate in the Lucky Draw (“Participant(s)”).
6. The following categories of people are not eligible to participate in the Lucky Draw:
  - i) All permanent and/or contract employees (“Employees”) of Tricentis and Tricentis Group of Companies and their immediate family members (i.e. spouses, children, parents, brothers and sisters) (“Immediate Family Members”) and Tricentis partners located in APAC (Excluding India) . Tricentis Group of Companies means the business of Tricentis.com which includes the Tricentis holding companies and any of its subsidiaries.
7. Tricentis has the absolute discretion to determine the eligibility of Participants. Such determination shall be final and conclusive and Tricentis is not obliged to give any reason for its determination.
8. Every Participants who completes the full registration for the Tricentis Demo during the Lucky Draw Period, will be eligible for one (1) chance to enter the Lucky Draw to stand a chance to receive a set of BOSE SoundSport Free wireless headphones to the value of AUD300 exactly (“Prize”).
9. Tricentis has absolute discretion to disqualify any Lucky Draw Participant that does not meet the criteria set out in these Terms and Conditions. Such determination is final and conclusive and Tricentis is not obliged to give any reason for its determination.
10. Tricentis reserves the right to, at any time and in its sole and absolute discretion, replace and/or substitute any of the Prize(s) with any other item of a similar value. Tricentis is not responsible if the Gift is lost, stolen, damaged or destroyed and no replacement will be provided in these circumstances.
11. There will be one (1) Lucky Draw winner (“Winner”) in total. The winner for the Lucky Draw (“Winner”) will be drawn at random on the next business day of the scheduled Webinar (“Draw Date”) at the Tricentis premises.
12. The winner shall be notified by email as indicated in the Participation registration details within two (2) calendar days of the Draw Date and the Prize will be sent by registered post to the address specified in the registration details of the Participant. If the Prize is returned because the Winner cannot be contacted or does not claim the Prize within 14 days of notification, we reserve the right to withdraw the Prize from the winner and pick a replacement winner. No correspondence or claims will

be entertained in the event of such replacement Participant who has been replaced shall not be entitled to any payment or compensation whatsoever from Tricentis.

13. Reserve winner(s) will be drawn to replace any Winner(s) subsequently disqualified.

14. If Tricentis discovers that a Winner was not entitled to participate or if a Winner is subsequently disqualified from participating in the Lucky Draw, Tricentis may at its discretion forfeit the Prize, reclaim it after award and then choose an eventual winner from the reserve winner list or donate the Prize to an approved charitable organisation of Tricentis' s choice.

15. Prizes are not transferable, or exchangeable for cash, credits or any other item or otherwise, either partially or wholly.

16. The Winner of any Prize shall be responsible for all ancillary and additional costs arising from the use of the Prize, insofar as these are not specifically indicated as part of the Prize.

17. By participating in the Lucky Draw, the Participants (including the Winners) are deemed to have consented to:

i) the collection, use and disclosure of his/her name, identification/passport number, image, voice and/or likeness by Tricentis or the Tricentis Group of Companies for editorial, advertising, promotional, marketing and/or other purposes without any payment and/or compensation except where prohibited by law; and

ii) receiving promotional, marketing and other publicity information from Tricentis from time to time.

18. The decisions of Tricentis on all matters relating to or in connection with the Lucky Draw are final, conclusive and binding. Tricentis shall not be obliged to give any reason or enter any correspondence with any person on any matter concerning the Lucky Draw.

19. Tricentis reserves the right at any time in its sole and absolute discretion to determine and/or amend or vary these terms and conditions without prior notice, including but not limited to cancelling, extend, terminating or suspending this Lucky Draw, the eligibility terms and criteria, the selection and number of winners, and the timing of any act to be done, and all Participants shall be bound by these amendments.

21. Tricentis shall not be responsible for any injury, loss or damage suffered as a result of, or in connection with the Lucky Draw and/or redemption or use of the Prizes howsoever arising, including but not limited to, fulfillment of the prize(s), any error in computing chances, any breakdown or malfunction in any computer system or equipment, any notice which is misdirected and/or lost in the post, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise. For the avoidance of doubt, cancellation, termination or suspension by Tricentis of this Lucky Draw shall not entitle any party to any claim or compensation against Tricentis for any and all losses or damage suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.

22. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Lucky Draw, these Terms and Conditions shall prevail.

23. The Lucky Draw and these Conditions of Entry shall be governed by the laws of the New South Wales, Australia and all Participants (including the Winners) are deemed to have agreed to submit to the exclusive jurisdiction of the New South Wales, Australia Courts.

24. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). Tricentis, its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; (iv) any variation in prize value to that stated in these Conditions of Entry; and (v) acceptance and/or use of any prize.

25. Tricentis and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

26. Tricentis is collecting the Participants personal information for the purpose of conducting the Promotion, including providing any prize to you. If Tricentis cannot collect the Participants' personal information, the Participants will not be able to enter the Lucky Draw or be eligible to win a Prize. Tricentis may also disclose the Participants' personal information to and/or collect the Participants personal information from its related companies and third parties who provide (or help Tricentis provide) products and services. Tricentis may disclose the Participants personal information to persons or organisations as described in Tricentis' s Privacy Policy. Tricentis using your personal information for future promotional and marketing purposes regarding Tricentis' s products and services, including contacting the entrant via SMS and email messages (and you consent to receiving such messages from Tricentis). Information on how to opt-out from these messages is set out in Tricentis' s Privacy Policy.

27.A request to access, update or correct any information should be directed to Tricentis.

