

## QUALISYSTEMS SURVEY AND SWEEPSTAKE RULES

WE APPRECIATE YOUR RESPONSE TO THE QUALI DEVOPS SURVEY!

QualiSystems (“Quali” or “we”) invites you (“you” or “Respondent”) to share your views on the state of DevOps within your organization, by answering a few simple questions. This survey (“Survey”) should not take more than 10 minutes of your time. If you do not agree to these terms or do not wish to receive the prizes (applicable to US residents only) detailed hereafter, do not submit the Survey.

The Survey is subject to the following terms and conditions (the “Terms”), (applicable to all participants) and the Sweepstake Rules below (which are applicable only to US residents) which, by completing the Survey, you accept:

- A. ***Who can respond?*** This Survey is open to all respondents who have reached the age of majority in their country / state of residence at the time of entry (so if you are in the US, you must be over 18).
- B. ***How to respond?*** You can enter the Survey via Quali’s website: <http://info.quali.com/2016-devops-survey>. After answering all of the Survey questions and accurately providing your email address, full name, company name, phone number, country and state/region of residence click the "Submit" button. The submission period for the Survey begins on September 27, 2016, 11 AM US Eastern Standard Time (EST) and ends on December 29, 2016, 10 AM EST (the "**Submission Period**").
- C. ***What do I get for submitting?*** Legal residents of the United States who respond to the Survey will be automatically entered into a sweepstake (the "**Sweepstake**") to win a prize (the "**Prize**"), subject to the Sweepstake Rules below. If you are a legal resident of the United States and do not want to be entered into the Sweepstake do not fill in and submit the Survey. Delivery of the Prize (if applicable) is contingent upon fulfilling all requirements set forth in these Terms and in the Sweepstake Rules.
- D. ***How will Quali use my information?*** The output of the Survey will be aggregated and the results published to reflect trends in the DevOps industry. Quali may also use the information and feedback that you provide in the Survey or as part of its submission process for other purposes, including but not limited to internal purposes, marketing and promotion and providing you in the future with updates and information, including periodic newsletters. Information and feedback provided in the Survey will be generalized and will not be revealed to third parties (other than to Quali affiliates) unless anonymized, and will be used in accordance with Quali’s Privacy Policy: [http://www.quali.com/wp-content/uploads/2016/09/Quali\\_Privacy\\_Policy-Sept14\\_2016-FINAL.pdf](http://www.quali.com/wp-content/uploads/2016/09/Quali_Privacy_Policy-Sept14_2016-FINAL.pdf).
- E. ***How many times can I respond to the Survey?*** Each individual respondent will only be eligible to submit one Survey in the Submission Period.

## **Sweepstake Rules (applicable to US residents only):**

Number of winners: One per month in the Submission Period.

Description of Prizes: Winner will receive *an iWatch*.

Approximate Retail Value (ARV) of each Prize: *US\$300*. Note that retail value may be lower at times and Quali does not commit to the exact ARV.

ODDS OF WINNING: Because this is a sweepstake involving the random selection among Entries (as defined below), your odds of winning depend on the number of eligible entries received.

1. **NO CONSIDERATION:** NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER IN THE SWEEPSTAKE. YOU ACKNOWLEDGE THAT RESPONDING TO THE SURVEY, AND ANY INFORMATION OR FEEDBACK PROVIDED THEREUNDER, SHALL NOT CONSTITUTE CONSIDERATION.
2. **ELIGIBILITY:** Employees, partners or agents of Quali and each of their respective affiliates, subsidiaries, advertising/promotional agencies, providers, suppliers as well as their immediate families (spouse, parents, siblings and children) or those persons living in the same household of such individuals cannot enter the Sweepstake.  
**THE SWEEPSTAKE'S LOCATION:** The Sweepstake will take place at Quali and include all entries of US residents who have fully complied with these Terms and the Sweepstake Rules and submitted the full Survey within the Submission Period. Only legal US residents shall be eligible to enter the Sweepstake.
3. **HOW TO ENTER:** In order to enter into the Sweepstake, entrants must complete the "Quali DevOps Survey" accessible from Quali's website: <http://info.quali.com/2016-devops-survey> and click the "Submit" button (the "**Entry**"). The Survey requires entrants to provide an email address, full name, company name, phone number, country and state/region of residence and answer several questions regarding your views on the state of DevOps within your organization. Completion and submission of the Survey shall constitute submitting an Entry. The entrants will need to complete all of the information requested in the Survey in order to complete the Entry.
4. **THE ENTRY PERIOD:** Entries may be submitted into the Survey and considered for the Sweepstake at any time during the Submission Period defined above.
5. **ENTRANTS BOUND BY THESE SWEEPSTAKE RULES:** Your Entry into the Sweepstake constitutes your full and unconditional agreement to and acceptance of these Sweepstake Rules and the decisions of Quali, which are final and binding. If you are named the winner, delivery of the Prize is contingent upon fulfilling all requirements set forth in these Sweepstake Rules.
6. **PRIZE WINNER SELECTION:** A winner will be the person whose Entry is randomly selected in the draws which shall take place once per calendar month during the Submission Period via an automated process, from all eligible Entries received up to the date of selection (the "**Monthly Draw**"). The selected entrant will not receive the Prize until his/her eligibility and identity has been verified. A person who has been selected as a winner will no longer be eligible for further Entry following such selection and shall not be eligible to win a Prize in any subsequent Monthly Draws.

7. **VERIFICATION OF THE POTENTIAL WINNER:** Except where prohibited, the potential winner may be required to sign and deliver to Quali, at the following email: *info@quali.com* or by any other means as requested by Quali, within 3 days of the date notice is sent to the potential winner at the email address given to Quali: proof of eligibility, proof of age at time of entry, complete address for the mailing of the Prize and a liability/publicity release in order to claim the Prize. If the potential winner cannot be contacted, or fails to sign and return the details and confirmations requested above within the required time period, that potential winner forfeits the Prize and an alternate winner will be chosen as outlined below.
8. **ALTERNATE WINNER:** If the winner is found to be ineligible, a new random selection process will be performed in accordance with the terms specified under the "Prize Winner Selection" provision set forth above. The potential winner will not receive the Prize until his/her eligibility and identity has been verified as further detailed in Section 7 above. This process will be repeated until a winner is verified. If the first potential alternate winner is not eligible, then the process will be repeated to select a second alternate winner. If none of the initial winner, first alternate winner or second alternate winner are eligible, then Quali will not give away the Prize.
9. **RESTRICTIONS:** All Entries must be received during the Submission Period. EACH PERSON CAN ONLY SUBMIT **ONE** ENTRY. Failure to comply with these Terms and the Sweepstake Rules may result in your disqualification from the Sweepstake at the sole discretion of Quali.
10. **CONSUMER DISCLOSURE.** YOU HAVE NOT YET WON. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKE. YOU ACKNOWLEDGE THAT RESPONDING TO THE SURVEY, AND ANY INFORMATION OR FEEDBACK PROVIDED THEREUNDER, SHALL NOT CONSTITUTE CONSIDERATION.
11. **PERSONAL INFORMATION.** You hereby confirm that you permit Quali and its affiliates to use the personal information you have provided under the Survey or in relation to its submission for sending you the Prize and for marketing, promotion and providing you in the future with updates and information, including periodic newsletters in accordance with Quali's Privacy Policy: [http://www.quali.com/wp-content/uploads/2016/09/Quali\\_Privacy\\_Policy-Sept14\\_2016-FINAL.pdf](http://www.quali.com/wp-content/uploads/2016/09/Quali_Privacy_Policy-Sept14_2016-FINAL.pdf) . Quali and its affiliates may use any information provided in response to the Survey or in relation to its submission and any feedback given as part of the Survey for research and preparation of a white paper, for business analysis, and for marketing and promotional purposes. You grant Quali permission to make your responses available to the public on an anonymous basis and to make use of any quotes you have entered as part of the Survey on our website, blogs and other marketing or information material in an anonymous way in accordance with Quali's Privacy Policy: [http://www.quali.com/wp-content/uploads/2016/09/Quali\\_Privacy\\_Policy-Sept14\\_2016-FINAL.pdf](http://www.quali.com/wp-content/uploads/2016/09/Quali_Privacy_Policy-Sept14_2016-FINAL.pdf) .
12. **RELEASE:** To the fullest extent permitted by law, in exchange for the opportunity to enter and participate in the Sweepstakes and win the Prize, you waive and release ("**Release**") any and all rights, claims, damages, liabilities, costs, attorneys' fees, expenses, and causes of action whatsoever ("**Claims**") that you may have against Quali and its affiliates, officers, directors, employees and agents and hold them harmless (the

**"Released Parties"**). This Release covers, without limitation, any claims arising directly or indirectly out of your filling of the Survey or use of the information provided therein or in the process of submitting the Survey, entry into and participation in the Sweepstakes, the Prize, your status as an entrant, finalist and/or a potential and/or actual winner, including, without limitation, claims regarding forfeit of Prizes not used by the winner, claims based on personal injury, death, property damage or any other damages whatsoever including any claim relating to Quali's exercise of the publicity rights you have granted to it hereunder. Further, you hereby release the Released Parties from any third party intellectual property claims arising from or in connection with your entry. This release survives the expiration of the Sweepstakes. You agree that any use of the Prizes is at your own and risk and Quali will not liable for any such use, inability to use, illegal use or any other claim related to the Prize. Some Prizes may have specific use and licensing restrictions and limitations and you agree to fully comply by such restrictions and compliance obligations.

13. **Tax.** Winners are solely responsible for all taxes and fees associated with the Prize. No alternative Prize, cash or other substitution, sale, auction, donation, assignment or transfer of the Prize is permitted, except by Quali who reserves the right to substitute the Prize with another gift of comparable or greater value that will become effective upon announcement.
14. **INDEMNIFICATION.** You agree to release, indemnify and hold Quali and its affiliates harmless from any Claims in connection with the Sweepstakes, the Survey, the Prizes or resulting from acceptance, possession, or use or inability to use the Prize, including without limitation, illegal use, personal injury, death and property damage, and Claims based upon intellectual property infringement, publicity rights, defamation, or invasion of privacy as well as Claims arising out of your breach of these Terms and/or the Sweepstake Rules.
15. **LIMITATION OF LIABILITY.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including but not limited to the malfunctioning or unavailability of any computer, cable, network, hardware, software, Internet service or website or inability to use the Prize; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property, including but not limited to your computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt, redemption or use or inability to use the Prize.

**DISCLAIMER.** YOUR PARTICIPATION IN THE SURVEY, SWEEPSTAKES AND USE OR INABILITY TO USE THE PRIZE IS AT YOUR OWN RISK. QUALI HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SWEEPSTAKES, THE SURVEY AND/OR THE PRIZE. QUALI SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES AND/OR EXPENSES ARISING OUT OF OR RELATED TO YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SURVEY/SWEEPSTAKES

AND/OR YOUR USE OR INABILITY TO USE THE PRIZE, OR FROM ACTS OF MISCONDUCT OF OTHER PARTICIPANTS OR THIRD PARTIES.

Unless prohibited by law, Quali's liability shall be limited to one U.S. dollar (US\$1.00).

16. **METHODS.** Any use of robotic, automatic, programmed or comparable entry methods will void all such entries by such methods.
17. **MODIFICATION.** We reserve the right to cancel, postpone, suspend and/or modify the Survey and/or Sweepstake process for any reason and to disqualify any individual we deem to be (or who is attempting to be): (a) providing false information; (b) tampering with the operation of the Survey or the Sweepstake; (c) in violation of these Terms and/or the Sweepstake Rules; or (d) acting in a fraudulent or deceptive manner. Any change or modification to the Terms and/or the Sweepstake Rules (including the Prizes or way of conducting the Sweepstake) shall be effective immediately upon the posting of such changes and/or modifications.
18. **CONTACT DETAILS.** The Survey and Sweepstake is sponsored by QualiSystems Inc., with its principal business address 2880 Lakeside Drive, Suite 226, Santa Clara, CA 95054, USA and its affiliates. To receive a copy of these Terms, the Sweepstake Rules and/or a list of the Prize winners, send a self-addressed stamped envelope to Quali at this address.
19. **LAW & JURISDICTION.** These Terms and the Sweepstake Rules are governed by and construed under the laws and exclusive jurisdiction of the State of New York, excluding its conflicts of law rules. The Survey and Sweepstake are subject to all applicable federal, state, city, county, and local laws and regulations.
20. **SEVERABILITY.** If any provision of these Terms and/or the Sweepstake Rules is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of these Terms and/or the Sweepstake Rules, all of which shall remain in full force and effect.
21. **WAIVER.** Failure to enforce these Terms and/or the Sweepstake Rules shall not constitute a waiver of that provision.

BY SUBMITTING YOUR ENTRY YOU HEREBY AGREE AND ACCEPT THE ABOVE.