QUALISYSTEMS REGISTRATION FORM AND SWEEPSTAKE RULES

Microsoft Build 2021

WE APPRECIATE YOUR INTENTION TO SUBMIT THE QUALI REGISTRATION FORM!

QualiSystems ("Quali" or "we") invites you ("you" or "Respondent") to visit https://info.quali.com/en/azure-win-vr-headset (the "Page") and follow the instructions to enter your information. Entering your information is free of charge. If you do not agree to these Terms or do not wish to receive the Prize (applicable to US residents only (excluding, for the avoidance of doubt, residents of Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions, and where prohibited by law)) detailed hereafter, do not visit the Page and complete the Registration Form available at the Page (the "Registration Form").

Visiting the Page and/or completing the Registration Form is subject to the following terms and conditions (the "Terms") and to the Privacy Policy which is hereby incorporated into these Terms, (applicable to all participants) and the Sweepstake Rules below which, by completing the Registration Form, you accept:

- A. Who can register? The Registration Form can be completed by participants attendees to Microsoft Build 2021 (the "Conference") 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)

 How to register? You can enter the Page via the following link https://info.quali.com/en/azure-win-vr-headset, provide your true first and last name, email address company name, phone number and full address (the "Information"). After the Information accurately, click the "Enter to Win" button. The Registration Form can be submitted from May 14, 2021 at 10:00 AM Pacific Time and must be made by no later than June 30, 2021 at 11:59:59 PM PT (the "Submission Period").
- B. What do I get for submitting? Legal residents of the United States (excluding, for the avoidance of doubt, residents of Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions, and where prohibited by law) who submit the Registration Form 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 visit the Page and/or submit the Registration Form. Delivery of the Prize (if applicable) is contingent upon fulfilling all requirements set forth in these Terms and in the Sweepstake Rules.
- C. How will Quali use my information? Quali may use the information that you provide in the Registration Form or as part of its submission process for marketing and promotion and providing you in the future with updates and information, including periodic newsletters. Information provided in the Page and/or during the process of completion of the Registration Form 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: https://www.quali.com/qualiprivacypolicy/ (the "Privacy Policy").
- **D.** How many times can I submit a Registration Form? Each individual respondent will only be eligible to submit one Registration Form in the Submission Period.

Sweepstake Rules (applicable to US residents only):

A Sole winner: One (1) winner during the Submission Period.

<u>Description of Prize</u>: Winner will receive One (1) VR headset. Approximate retail value ("ARV") of Prize: USD \$499.00

<u>ODDS OF WINNING</u>: 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.

- NO CONSIDERATION: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER
 IN THE SWEEPSTAKE. YOU ACKNOWLEDGE THATSUBMITING THE REGISTRATION FORM,
 AND ANY INFORMATION 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. For clarity, any individuals engaged in the development, production or distribution of materials for the Sweepstake or engaged in the administration or execution of this Sweepstake 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 Registration Form fully 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 visit the Page complete the Registration Form and click the "Enter to win" button (the "Entry"). The Registration Form requires entrants to provide an email address, full name, company name, phone number and full address. Completion and submission of the Registration Form shall constitute submitting an Entry. The entrants will need to complete all of the information requested in the Registration Form in order to complete the Entry.
- 4. **THE ENTRY PERIOD**: Registration Form may be submitted by Entries 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 from all eligible Entries received up to the date of selection. The selected entrant will not receive the Prize until his/her eligibility and identity has been verified.
- 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 5 business 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.
- RESTRICTIONS: All Entries must be received during the Submission Period. EACH PERSON
 CAN ONLY SUBMIT <u>ONE</u> 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 THATVISITING THE PAGE AND/OR SUBMITTING THE REGISTRATION FORM, AND ANY INFORMATION 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 Registration Form 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: https://www.quali.com/qualiprivacypolicy/ Quali and its affiliates may use any information provided in the Registration Form or in relation to its submission, for business analysis, and for marketing and promotional purposes.
- 12. RELEASE: To the fullest extent permitted by law, in exchange for the opportunity to enter and participate in the Sweepstake 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 Registration Form or use of the information provided therein or in the process of submitting the Registration Form, entry into and participation in the Sweepstake, the Prize, your status as an entrant, finalist and/or a potential and/or actual winner, including, without limitation, claims regarding forfeit of Prize 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 Sweepstake. You agree that any use of the Prize is at your own and risk and Quali will not be liable for any such use, inability to use, illegal use or any other claim related to the Prize. The Prize may have a specific use and licensing

- restrictions and limitations and you agree to fully comply by such restrictions and compliance obligations.
- 13. **Tax.** The Winner is 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 Sweepstake, the Registration Form, the Prize 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 Sweepstake; (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 Sweepstake; (4) technical or human error which may occur in the administration of the Sweepstake 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 Sweepstake or receipt, redemption or use or inability to use the Prize.

DISCLAIMER. THE SUBMISSION OF THE REGISTRATION FORM, YOUR PARTICIPATION IN THE SWEEPSTAKE 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 SWEEPSTAKE, THE REGISTRATION FORM AND/OR THE PRIZE. QUALI SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES AND/OR EXPENSES ARISING OUT OF OR RELATED TO THE SUBMISSION OF THE REGISTRATION FORM, YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKE 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 Registration Form 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 Registration Form 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 Prize or way of conducting the Sweepstake) shall be effective immediately upon the posting of such changes and/or modifications.
- 18. **CONTACT DETAILS.** The Registration Form and Sweepstake is sponsored by QualiSystems Inc., with its principal business address 10801-2 North MoPac Expressway Suite 200 Austin, TX 78759, USA and its affiliates. To receive a copy of these Terms, the Sweepstake Rules and/or the identity of the Prize winner, 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 Registration Form 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.