

OFFICIAL RULES FOR CLOUDSHELL CHAMPION PROGRAM

**NO PURCHASE REQUIRED TO ENTER OR WIN**

1. **ELIGIBILITY:** OPEN TO INDIVIDUALS WHO ARE AT LEAST THE AGE OF 18 AS OF THE DATE OF ENTRY AND.

Employees or agents of the Sponsor (as defined below) 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, are ineligible to enter or win.

2. **SPONSOR:** The contest is sponsored by QualiSystems *USA Inc.* a company with its principal business address at Austin, TX , USA (the “Sponsor”).
3. **THE CONTEST LOCATION:** The contest will take place through an online entry at the Sponsor’s website, <https://info.quali.com/cloudshell-champion> (the “QualiSystems Site”).
4. **HOW TO ENTER:** In order to enter, entrants must: (i) visit the QualiSystems Site through; (ii) fill the nomination form; and (iii) choose the relevant category; and (iv) share the nomination form through the QualiSystems Site by clicking on the "Submit" button on QualiSystems Site (the “Entry”).

**Please note** that entrants may fill the nomination form only for themselves and not for any other person. Each person may nominate himself for each category.

5. **THE ENTRY PERIOD:** The Entry period for the contest begins on January 15, 2020, 12:00 AM US Eastern Standard Time (EST) and ends on April 15, 2020 12:00 PM EST (the “Entry Period”).
6. **ENTRANTS BOUND BY THESE OFFICIAL RULES:** Your Entry into the contest constitutes your full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor, which are final and binding. If you are named the winner, delivery of the prize set forth in Section 11 (“Prize”) is contingent upon fulfilling all requirements set forth in these Official Rules.
7. **PRIZE WINNER SELECTION:** The winner for each category will be the person whose Entry convinced the Sponsor contest board that he/she is the best candidate in each applicable category. All decisions of the Sponsor are final and binding. **THE POTENTIAL WINNER WILL NOT RECEIVE THE PRIZE UNTIL HIS/HER ELIGIBILITY AND IDENTITY HAS BEEN VERIFIED.**

THE WINNER WILL BE ANNOUNCED VIA THE SPONSOR'S WEBSITE ([www.quali.com](http://www.quali.com)) AND/OR SOCIAL MEDIA PAGES. IN ADDITION, AN EMAIL WILL BE SENT TO THE WINNER.

IN ADDITION, THE SPONSOR WILL SELECT TWO ALTERNATE WINNERS, WHO WILL BE ELIGIBLE TO WIN IF THE INITIAL POTENTIAL WINNER IS NOT ELIGIBLE.

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

8. **VERIFICATION OF THE POTENTIAL WINNER:** Except where prohibited, the potential winner may be required to sign and deliver to the Sponsor, at the following email: [info@quali.com](mailto:info@quali.com) within 7 days of the date notice is given via email to the potential winner (or sent to the potential winner at the email address or postal address given by the potential winner to the Sponsor), the affidavit of eligibility, proof of age at time of entry, 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 affidavit of eligibility and liability/publicity release within the required time period, that potential winner forfeits the Prize and an alternate winner will be chosen as outlined below.
9. **ALTERNATE WINNER:** If the winner is found to be ineligible, the first potential alternate winner identified above in Section 7 will be selected in accordance with the terms specified under the "*Prize Winner Selection*" provision set forth above. The first potential alternate winner will not receive the Prize until his/her eligibility and identity has been verified. If the first potential alternate winner is not eligible, then the process will be repeated with the second alternate winner. If none of the initial winner, first alternate winner or second alternate winner are eligible, then the Sponsor will not give away the Prize.
10. **RESTRICTIONS:** All Entries must be received during the Entry Period. Failure to comply with these Official Rules may result in your disqualification from the contest at the sole discretion of the Sponsor.
11. **CONSUMER DISCLOSURE.**

**PRIZE:** The following prize will be awarded: A trophy in the value of up to US\$50 and will be featured on QualiSystems Site in a blog post and may be used on other QualiSystems media.

**Number of Winners:** one (1) in each category.

**In order to redeem the Prize** the Winner must contact the Sponsor's via [info@quali.com](mailto:info@quali.com) and provide the following details: full name, email address, home address and valid I.D.

**ODDS OF WINNING:** Because this is a contest involving the selection among Entries taking into account different categories and expertise of each Entry in order to choose the one which QualiSystems, in its sole discretion, believes is the most fitted winner in each applicable category, your odds of winning depend on the number of eligible entries received.

**NOTE:** No alternative prize, cash or other substitution, sale, auction, donation, assignment or transfer of the Prize is permitted, except by the Sponsor, who reserves the right to substitute the prize with another prize of comparable or greater value that will become effective upon announcement.

12. **RELEASE:** To the fullest extent permitted by law, in exchange for the opportunity to enter and participate in the contest and win the Prize, you, for yourself, your heirs, next of kin, administrators and executors, forever waive, release and hold harmless ("**Release**") any and all rights, claims, damages, liabilities, costs, attorneys' fees, expenses, and causes of action whatsoever ("**Claims**") that you may have against the Sponsor and its affiliates, and their respective officers, directors, employees, and agents (the "**Released Parties**"). This Release

covers, without limitation, any claims arising directly or indirectly out of your entry into and participation in the contest, the Sponsor's use of the information detailed under Section 14 below, 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 as stated in Section 11 above, claims based on personal injury, death, property damage, libel, slander, defamation, invasion of privacy/publicity, portrayal in a false light and any claim relating to the Sponsor's exercise of the publicity rights you have granted to the Sponsor 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 contest.

13. **INDEMNIFICATION.** You agree to release, defend (or, at Sponsor's discretion, to pay for Sponsor's defense), indemnify and hold Sponsor harmless from any Claims in connection with the contest, the winners, the selection of the winner, or resulting from acceptance, possession, or use of the Prize, including without limitation, 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 Official Rules.
14. **PUBLICITY:**
  - Except where prohibited by applicable law, participation in the contest constitutes your consent to the Sponsor's use of any information you have provided to us in the Entry form including your full name, photograph, work email, company name, position in company, entry category, description of plugins, shells, etc. relevant to such entry, reasons why this entree should be recognized as a champion, supporting documents, fun facts about the entree, and story for promotional purposes, including but not limited to the recorded interview that may take place with the Winner or any entrees, in perpetuity in any media, worldwide, without further payment of consideration to you and without obtaining any prior approvals.
  - By entering the contest, you hereby grant the Sponsor a perpetual, royalty free, transferable, worldwide license to use, publicly display and distribute any of the information you have provided as part of the entry including, if applicable, the interview in connection with the contest for Sponsor's business and marketing purposes. You hereby represent that you have all necessary rights to provide Sponsor with such information and the interview and Sponsor may freely use all such information without risk of any claims of breach of third party rights, confidentiality, intellectual property, privacy etc.
15. **COLLECTION AND USE OF PERSONAL INFORMATION:** The Sponsor will collect the personal information that you have provided under the entry form (including, for example, your email) that will be used by the Sponsor in connection with the conduct of the contest including (but not limited to) notifying you and the other entrants if you are chosen as a finalist . The information will be treated in accordance with the Sponsor's privacy policy at <https://www.quali.com/qualiprivacypolicy/>
16. **GENERAL CONDITIONS:** The Sponsor reserves the right to cancel, postpone, suspend and/or modify the contest for any reason as determined by the Sponsor in its sole discretion. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be: (a) providing false information; (b) tampering with the operation of the contest; (c) in

violation of these Official Rules; or (d) acting in a fraudulent or deceptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for (i) lost/delayed Entries; (ii) email failures; (iii) any printing errors; or (iv) any typographical errors.

17. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (i) 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 contest; (ii) 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; (iii) unauthorized human intervention in any part of the entry process or the contest; (iv) technical or human error which may occur in the administration of the contest or the processing of entries; or (v) 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 contest or receipt, redemption or use of the Prize.

YOUR PARTICIPATION IN THE CONTEST IS AT YOUR OWN RISK. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES ESTABLISHED BY APPLICABLE LAW AS REPRESENTATIONS AND WARRANTIES THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, SPONSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE CONTEST OR THE PRIZE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPONSOR 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 CONTEST AND/OR YOUR USE OF THE PRIZE, OR FROM ACTS OF MISCONDUCT OF OTHER PARTICIPANTS OR THIRD PARTIES.

Unless prohibited by law, Sponsor liability shall be limited to One U.S. dollar (US\$1.00).

18. **DISPUTES:** These Official Rules are governed by and construed under the laws of the State of New York, excluding its conflicts of law rules. Except where prohibited, you agree that: any and all disputes, claims and causes of action arising out of or connected with the contest or any prize awarded, other than the administration of the contest or the determination of winners, shall be resolved individually and exclusively, without resort to any form of class action, by the courts of New York, NY.
19. **SEVERABILITY:** If any provision of these Official Rules is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of these Official Rules, all of which shall remain in full force and effect.
20. **WINNER:** To receive the name of the Winner or a copy of these Official Rules, send a self-addressed stamped envelope for receipt by to QualiSystems USA, Attn: contest Winner . 10801-2 North MoPac Expressway, Suite 120. Austin, TX 78759, USA.