

Terms and Conditions

Adaptavist is hosting a Survey Contest (the "Contest") that incentivises users (Contestant/you/your) to complete a 25 question survey via survey monkey.

- The Contest will open on 9 February 2021 ('Start Date') and will end on 5th March 2021 ('End Date'). Any entries received before the Start Date or after the closing of the competition on the End Date will be invalid and will not be entered into the competition.
- No purchase is required to enter the Contest.
- All valid entries ("Submissions") will qualify for a chance to win a \$250 Amazon.com gift card (the "Prize"). Four Amazon.com gift cards are up for grabs.
- To provide a valid Submission to the Contest, You must:
 - Complete the all fields on the survey
 - provide your Submission before the End Date provided above.
 - accept and abide by the Rules as provided below.
 - not currently be an employee, agent or subcontractor of Adaptavist Group Limited or affiliates of Adaptavist Group Limited.

CONTEST RULES

1.1 These Contest Rules (the 'Rules') contain information about the rules of the Contest. You agree to abide by the Rules in order to participate in the Contest and/or be eligible to receive the Prize. The maximum number of entries to a competition per person is 1.

1.2 To qualify for a chance to win the Prize, You must:

- i. Be over the age of 16
- ii. Have a computer,
- iii. have access to the internet;
- iv. have a valid email address;
- v. provide valid identification documentation when requested by Adaptavist.

1.3 The Contest is open worldwide.

1.4 You may not request a cash prize or an exchange in lieu of the Prize. The Prize is non-transferable. The Prize is subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

1.5 Adaptavist reserves the right to determine Your eligibility for the Prize, and to adjudicate on any dispute at any time. You agree to provide Adaptavist with any proof of eligibility requested by Adaptavist.

1.6 You will be notified via email if you are a winner of the Prize. You agree to provide Your name, phone number, email address, valid mailing address, and any other information that is required to award or transfer the Prize to You. Adaptavist will determine the means of awarding or transferring the Prize to You, which may also include requesting You to come to an Adaptavist office or a designated location to collect the Prize, if required.

1.7 Adaptavist will not be liable for unsuccessful efforts to notify You if you are a winner of the Prize. Adaptavist may select another Submission from the remaining Submissions if You:

- i. decline the Prize;
- ii. do not respond to a Prize notification within 7 days;
- iii. fail to claim a Prize in the manner specified;
- iv. fail to abide by the Rules;
- v. are unavailable for Prize fulfillment,
- vi. are ineligible to receive the Prize.

1.8 Except as required, Adaptavist makes no warranties, express or implied for the Prize (s).

1.9 Queries related to the Rules, conduct of the Contest, specific problem(s), and/or any violations of the Rules during and after the Contest should be reported to Adaptavist.

1.10 Adaptavist reserves the right to disqualify You, or forfeit any Prize (s), if Adaptavist reasonably believes that you have not complied with these Rules.

1.11 If you are a government official, you may only enter the Contest in your personal capacity. Government officials may be ineligible to receive certain prizes. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations,

and political parties. You agree to comply with all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage.

1.12 Adaptavist may cancel the Contest without prior notice. Adaptavist's decision in all matters related to this Contest shall be final and binding and no correspondence will be entered into.

1.13 You are encouraged to approach the Contest as an enjoyable, fun activity.

2. PRIVACY

2.1 Your use of the Product Support feedback portal (the 'Portal') is governed by the terms and conditions of the Portal and other applicable privacy policies. This section covers the information You share with Adaptavist during the course of Your participation in the Contest. The Contest is open worldwide and Your information may be processed on servers located outside of the country where you live. Personal information collected in connection with the Contest will be retained by Adaptavist in compliance with GDPR and other applicable privacy regulations, for no longer than is necessary and only for the purposes for which such information is processed. Your name, username, organization, representing country, and country of residence that You specified during registration for the Contest, may be displayed on the Contest Portal and other Adaptavist websites. You agree to be contacted by Adaptavist for further discussions regarding your Submission.

3. OWNERSHIP

3.1 By registering for the Contest, you agree that Adaptavist may retain and use Your name, likeness, and statements in order to promote the Contest.

3.2 You may use the content made available on the Portal solely to prepare for and compete in the Contest. Adaptavist retains all rights in such content not explicitly granted by these Rules for the Contest for which you have registered.

3.3 For any Submissions You make to the Contest, you grant Adaptavist a non-exclusive, worldwide, perpetual, irrevocable, free license (with the right to sublicense) to reproduce, prepare derivative works of, copy, distribute, publicly perform, publicly display, and otherwise use such Submission. Your Submission may be made available for anyone to view on the internet and download and use at the end of the Contest.

4. REPRESENTATIONS AND WARRANTIES

4.1 You represent and warrant that:

4.1.1 the information you provide about Yourself while registering for the Contest, or in subsequent communications with Adaptavist is truthful and accurate;

4.1.2 except as permitted by the Rules, your submissions to the Contest are original and not created with the assistance of any information about the problems not provided by Adaptavist;

4.1.3 You own all rights in your Submission, or otherwise have the right to share your Submission with Adaptavist without violating any rights of any other person or entity or any obligation you may have with them; and

4.1.4 Your Submissions do not violate any applicable laws, including but not limited to applicable export control laws.

5. INDEMNITIES

5.1 You will indemnify Adaptavist and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

5.1.1 your acts or omissions in relation to the contest (including your use or acceptance of any prize and your breach of these Contest Rules); and

5.1.2 your submissions violating any rights of any other person or entity or any obligation you may have with them.

6. DISCLAIMERS

THE CONTEST PORTAL AND ALL CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ADAPTAVIST DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED), INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADAPTAVIST IS NOT RESPONSIBLE FOR ANY INCOMPLETE, FAILED, OR DELAYED TRANSMISSION OF YOUR SUBMISSION DUE TO THE INTERNET, OR INTERRUPTION OR DELAYS CAUSED BY EQUIPMENT OR SOFTWARE MALFUNCTION OR ANY OTHER PROBLEMS. ADAPTAVIST IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR SOFTWARE RESULTING FROM ANY MATERIAL PROVIDED BY ADAPTAVIST IN RELATION TO THIS CONTEST.

7. GENERAL

7.1 Your participation is voluntary.

7.2 You acknowledge that no confidential, fiduciary, agency or other relationship or implied contract now exists between You and Adaptavist and that no such relationship is established by Your submission of an entry to the Contest.

7.3 You understand and agree that nothing in this Contest, including but not limited to the Contest Rules, your Submissions to the Contest, or any Prize, may be construed as an offer or contract of employment with Adaptavist.

7.4 If any term (or part of a term) herein is rendered invalid, illegal, or unenforceable, the rest of the terms will remain in effect.

7.5 Adaptavist will organize the Contest in compliance with all applicable import laws, export laws, rules, regulations, and sanctions programs. You acknowledge and agree that the Contest, including the award of the Prize (s) may be subject to export laws and regulations.

7.6 Adaptavist shall endeavour to make your Prize available to You within 30 days of the End Date of the competition.

7.7 Entry into the competition will be deemed as acceptance of all these terms and conditions.

8. GOVERNING LAW

8.1 Any and all claims arising out of or relating to the Contest will be governed by English Law, and You irrevocably agree that the Agreement will be subject to the exclusive jurisdiction of the Courts of England and Wales.