

## **Terms and Conditions of Free Prize Draw at stand CL214 PGS Software**

### **Cloud and DevOps World 13<sup>th</sup> – 15<sup>th</sup> June 2017**

1. The prize draw is open to people aged 18 and over. By depositing your business card into the competition box at PGS Software's stand CL214 at Cloud and DevOps World 2017 you have agreed to enter the Prize Draw.
2. Employees or agencies of PGS Software S.A., its group companies or their family members, or anyone else connected with the Prize Draw may not enter the Prize Draw.
3. Entrants into the Prize Draw shall be deemed to have accepted these Terms and Conditions.
4. By submitting your personal information you agree to receive emails from PGS Software containing developments that we think may interest you. You will be given the opportunity to unsubscribe on every email that we send.
5. To enter the Prize Draw no purchase is necessary.
6. Only one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
7. PGS Software accepts no responsibility is taken for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason.
8. The closing date of the Prize Draw is 16:00 on 15 June 2017. Entries received outside this time period will not be considered.
9. One winner will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will be performed by PGS Software personnel. The draw will take place on 15 June 2017.
10. The winner will receive a drone.
11. PGS Software accepts no responsibility for any costs associated with the prize and not specifically included in the prize.
12. The winner will be notified by email on or before 22<sup>nd</sup> June 2017 and must provide a postal address to claim their prize. If the winner does not respond to PGS Software within 14 days of being notified by PGS Software, then the winner's prize will be forfeited and PGS Software shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 14 days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and PGS Software shall be entitled to select another winner.
13. The prize will be sent to the winner by post, by PGS Software.
15. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.
16. PGS Software retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.
17. The winner may be required to take part in promotional activity related to the Prize Draw and the winner shall participate in such activity on PGS Software's reasonable request. The winner consents to the use by PGS

Software and its related companies, both before and after the closing date of the Prize Draw for an unlimited time, of the winner's image, photograph and name for publicity purposes (in any medium, including still photographs and films) and on the internet, including any websites hosted by PGS Software and its related companies.

18. The winner of the prize draw of the drone is responsible for ensuring they keep its use to within the laws of countries that they use it in.

19. PGS Software accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Prize Draw or accepting the prize. PGS Software further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of PGS Software for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.

20. The decision of PGS Software in all matters under its control is final and binding and no correspondence will be entered into.

21. PGS Software shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

22. The Prize Draw will be governed by English law and entrants to the Prize Draw submit to the exclusive jurisdiction of the English courts.