

## **CHAOS Corona Birthday Raffle TERMS & CONDITIONS**

### 1. Eligibility

Open to individuals who are at least 18 years old. Participants do not have to pay a stake in order to be allowed to participate. Participation may require purchase of a Chaos Product. Employees of CHAOS and members of the immediate families and persons living in the same households of such employees are not eligible.

### 2. To enter

New CHAOS Software customers purchasing an annual Corona Software license are automatically entered into the Raffle within its duration (3<sup>rd</sup> February 2025 to 28<sup>th</sup> February 2025).

Existing CHAOS Software Customers may register for the Raffle and leave their email address to be entered in the prize drawing. Additionally, existing CHAOS Software Customers may provide a submission for one of the additional Corona Birthday Challenges increasing their chance of winning to up to three times compared to only the entry into the prize draw (Details provided on the Raffle webpage):

- a. Challenge 1: Share your favourite / best Chaos Software project - no need to create something new specifically for the Raffle.
- b. Challenge 2: Share a "Corona Birthday rendering" – created specifically for the Raffle

Please consider that your organization's internal policy may not allow you to receive incentives/prizes or your employer's permission may be requested before participating in the drawing. If you do not wish to participate, please do not leave your email address. Limit one entry per person.

### 3. Prizes

CHAOS will conduct a random drawing from among all eligible entries received to award the following prizes:

- GOLD AWARDS: 5 free annual Corona licenses
- SILVER AWARDS: 10 free annual Vantage licenses
- BRONZE AWARDS: 100 Corona 10<sup>th</sup> Birthday merch items.

Winners will be notified by e-mail. In the event a winner cannot receive his/her prize for any reason, the prize shall be awarded to an alternate winner. Winners that are new customer that have purchased an annual Corona software license during the term of this Raffle will receive a refund on their purchased license in lieu of another annual license, while existing customers will receive a free extension on their current annual license.

### 4. General

In case of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered. The winner may be required to provide evidence that he/she is the authorized account holder of the e-mail address associated with the winning

entry. Return of any prize notification as undeliverable will result in forfeiture of the prize.

No cash redemption permitted. No prize substitution, except by CHAOS's sole discretion, in which case a prize of comparable or greater value will be awarded.

Taxes on prizes are the sole responsibility of the winner.

Legal recourse is excluded. CHAOS, its officers, directors, affiliates, subsidiaries, agencies, agents and representatives and their respective employees are not responsible and shall not be liable for: (a) electronic, hardware or software program, network, internet or computer malfunctions, failures or difficulties of any kind, including without limitation server malfunctions or by any error (human or otherwise) which may occur in the processing of entries; or (b) any condition caused by events beyond the control of CHAOS that may cause the drawing to be disrupted or corrupted.

Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the survey may be a violation of criminal and civil laws. Should such an attempt be made, CHAOS reserves the right to seek damages from such person to the extent permitted by law.

#### 5. Chaos Trademarks.

Other than with respect to materials provided to in connection with your participation in the Program, your status as a participant in the program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by Chaos or its respective affiliates.

#### 6. Limitation of Liability

Chaos shall be liable in accordance with the statutory provisions for damages and reimbursement of expenses which were caused by intentional misconduct or gross negligence of Chaos's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for initial impossibility insofar as Chaos had known or should have known of the initial impossibility at the time of the conclusion of the contract. Chaos shall be liable for damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from negligent violations of Chaos's essential contractual obligations or fundamental obligations and for damages caused by Chaos's employees as a result of gross negligence or intention without violating essential contractual provisions or fundamental obligations. As used herein, "fundamental obligations" shall mean such obligations the fulfilment of which is a prerequisite for the transaction of this agreement, and which are trusted to be complied with by you or on the fulfilment of which you may regularly trust. Otherwise, any liability of Chaos shall be excluded.

#### 7. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE PROGRAM AND THE CHAOS PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CHAOS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE CHAOS PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE CHAOS PLATFORM.

#### 8. Right to Cancel, Modify or Terminate.

CHAOS reserves the right in its sole discretion to cancel, modify or suspend the drawing or any portion of thereof should viruses, bugs or other causes beyond the control of CHAOS corrupt the administration, security or proper play of the survey. In this case, prizes will be awarded via a random drawing from among all eligible entries received prior to cancellation. We reserve the right to disqualify any user at any time from participation in the Program if we have a good faith belief that he/she has violated any of these Terms and Conditions.

#### 9. Applicable Law.

Except where prohibited, disputes, claims and causes of action arising out of or related to this Program or any prize awarded shall be resolved under the laws of Germany (without reference to its conflicts of laws principles), all users agree to submit any dispute to the exclusive jurisdiction of the courts located in Düsseldorf, Germany.