



Terms and Conditions for SharePoint Forum Stuttgart 2017 Free Pass Competition ("Official Rules")

1. Eligibility: This draw is open to any person who is at least eighteen (18) years old at the time of entry. Employees of Promoter, its subsidiaries and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. This draw is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Promoter's decisions, which are final and binding in all matters related to the draw. Winning the prize is contingent upon fulfilling all of the requirements set forth herein.

2. Promoter: AvePoint Deutschland GmbH, Nymphenburger Str. 3, 80335 Munich, Germany ("Promoter" or "AvePoint").

3. Timing: This promotion runs from June 12th, 2017 (00:00 CEST) until September 1st, 2017 (17:00 CEST).

4. How to Enter: Visit <https://www.avepoint.com/de/free-pass-to-sharepoint-forum-2017> and enter your contact details. AvePoint is not responsible for lost, corrupted or delayed entries. Only one entry per person will be accepted. No purchase necessary. Entry constitutes full and unconditional acceptance of these Terms and Conditions. AvePoint reserves the right to disqualify anyone in breach of these Terms and Conditions.

5. Drawing: Winner will be determined by a random prize draw conducted by AvePoint on September 1st, 2017 (17:00 CEST). Odds of winning depend on the number of entries received. The winners will be notified by email by September 1st, 2017. If a potential winner cannot be contacted, through no fault of AvePoint, within three (3) days after the first attempt, an alternative winner will be selected at random.

6. Prize: One (1) day pass for one (1) person to the "Seminartag" of SharePoint Forum Stuttgart 2017 on October 4th. Approximate Retail Value: EURO 297. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Promoter's sole discretion. Promoter reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

7. Winner: The winner consents to their initial and surname being made publicly available. The potential winner may be required to show proof of identity before being awarded the Prize. The Free Pass will be sent to the winner per email.

8. Data Protection: By entering your contact details, you will be indicating your consent to receiving email marketing messages from AvePoint unless you have indicated an objection to receiving such messages. You also agree that AvePoint may transfer your personal data for these purposes to other AvePoint group companies. You agree to being contacted by e-mail and telephone for the aforementioned purposes. You can withdraw your consent at any time by clicking "Unsubscribe" in any marketing email received from AvePoint or via the e-mail address mentioned below. Details of personal data stored at AvePoint are available on request during normal working hours by e-mailing marketing_de@avepoint.com and corrections, deletions or blocking of personal data can be requested.

9. Other: AvePoint reserves the right to amend, modify, cancel or withdraw this promotion at any time without notice. AvePoint cannot guarantee the performance of any third party and shall not be liable for any act or default by a third party. Participants in this promotion agree that AvePoint will have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of a prize, or from participation in this promotion. Nothing in this clause shall limit AvePoint's liability in respect of death or personal injury arising out of its own negligence or arising out of fraud.

10. Publicity: Except where prohibited, participation in the Drawing constitutes Winner's consent to Promoter and its agents' use of Winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: AvePoint reserves the right to cancel, suspend and/or modify the Drawing, or any part of it, if any fraud, technical failures or any other factor beyond Promoter's reasonable control impairs the integrity or proper functioning of the Drawing, as determined by AvePoint in its sole discretion. AvePoint reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, should such an attempt be made, AvePoint reserves the right to seek damages from any such person to the fullest extent permitted by law. AvePoint's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Release: By receipt of any prize, winner agrees to release and hold harmless AvePoint, and its respective subsidiaries, and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising



out of participation in the Drawing or receipt or use or misuse of any prize.

13. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Drawing; (2) unauthorized human intervention in any part of the entry process or the Drawing; (3) technical or human error which may occur in the administration of the Drawing or the processing of entries; (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Drawing or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in a future Drawing by AvePoint.

14. Disputes: In the unlikely event of a dispute, AvePoint's decision shall be final. Except where prohibited, entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Promoter in connection with the draw, shall be governed by, and construed in accordance with, the laws of Germany without giving effect to any choice of law or conflict of law rules (whether of Germany or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Germany.

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