

**TERMS AND CONDITIONS (“OFFICIAL RULES”) FOR INCREDIBUILD’S GAME
PRODUCTION ON THE CLOUD WEBINAR GIVEAWAY (“WEBINAR” AND
“GIVEAWAY” RESPECTIVELY)**

NO PURCHASE REQUIRED TO ENTER OR WIN

1. ELIGIBILITY:

- 1.1. THIS GIVEAWAY IS OPEN TO INDIVIDUALS WHO ARE AT LEAST THE AGE OF 18, AS OF THE DATE OF ENTRY (AS DEFINED BELOW) AND WHO PARTICIPATE IN THE WEBINAR.
- 1.2. 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.
- 1.3. The Giveaway is subject to all applicable federal, state, city, county and local laws and regulations.

2. **SPONSOR:** The sponsor of this Giveaway is IncrediBuild Software Ltd., an Israeli company with its principal address at Yigal Alon 114, Tel-Aviv, Israel (the “Sponsor”).
3. **TIME AND PLACE:** The Giveaway will take place through an online entry at the Sponsor’s website (the “IB Site”).
4. **PRIZES:** The Giveaway will consist of 2 types of prizes as further detailed below (each, a “Prize” and together, the “Prizes”).
5. **HOW TO ENTER:** In order to participate in the Giveaway, entrants (each, an “Entrant”) must enter the IB Site and submit the following information: *full name, work email (Entrant that will submit a public email address such as Gmail, Yahoo, etc. shall be considered ineligible), and organization name* (the “Entry”). All mandatory information fields must be filled in.

Please note that Entrants may enter the Entry multiple times, provided that all such Entries by one individual shall not qualify as more than one Entry. Any use of robotic, automatic, programmed or comparable entry methods is strictly forbidden and will void all such entries by such methods.

6. **ENTRANTS BOUND BY THESE OFFICIAL RULES:** Your Entry 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 deemed eligible for any of the Prize(s) in accordance with these Official Rules, receipt of the applicable Prize(s) is contingent upon fulfilling all requirements set forth in these Official Rules.
7. **PRIZE WINNER SELECTION:** The Prizes’ terms under the Giveaway are as follows:
 - 7.1. **Attendance Prize:** No more than the first hundred (100) Entrants that entered eligible Entries, as required in accordance with these Official Rules, shall be awarded the attendance Prize (the “Attendance Prize”) as set forth in Section 9.1, provided that each of such Entrants has attended the Webinar for the entire Webinar Period, to be monitored and determined solely by the Sponsor in its sole discretion. Notwithstanding anything to the contrary, the Sponsor reserves the right to disqualify any Entrant and/or Entry, in its sole discretion.
 - 7.2. **POC Planning Prize:** No more than the first twenty (20) Entrants that meet the requirements to receive the Attendance Prize and that booked a POC planning session with the Sponsor, such session shall consist of a gaming studio with at least 5 Unreal Engine developers with secure resources to test, deploy and purchase Sponsor’s product(s) (“Qualified POC Planning Session”), shall be awarded the POC Prize (the “POC Prize”).

as set forth in Section 9.2, provided that: (i) any group of Entrants that are eligible for the POC Prize and are employed by, or otherwise connected to, the same organization (as evidenced by their Entry information), shall not qualify as more than one (1) Entrant for the purpose of this Section 7.2 and the eligible Entrant for the purpose of Section 9.2 shall be the Entrant that booked the Qualified POC Planning Session; and (ii) such Qualified POC Planning Session shall be executed through active participation of at least one (1) key personnel, that has decision rights regarding the success of the POC and the purchase of Sponsor's product(s). Notwithstanding anything to the contrary, the Sponsor reserves the right to disqualify any Entrant and/or a Qualified POC Planning Session, in its sole discretion.

7.3. EACH OF THE POTENTIAL WINNERS OF THE PRIZES WILL NOT RECEIVE THE PRIZE UNTIL HIS/HER/THEIR ELIGIBILITY AND IDENTITY HAS BEEN VERIFIED

8. **CONSUMER DISCLOSURE:**

8.1. Attendance Prize.

8.1.1. The following prize will be awarded: Thirty U.S. dollars (\$30) grubhub voucher, valid only in the US

8.1.2. Number of Winners: No more than one hundred (100), subject to Section 7.1 hereunder.

8.1.3. In order to redeem the Attendance Prize, each eligible Entrant must provide all the necessary communication information and attend the entire webinar.

8.2. POC Planning Prize.

8.2.1. The following prize will be awarded: Nintendo Switch Light (\$250 worth).

8.2.2. Number of Winners: No more than twenty (20) Entrants, subject to Section 7.2 hereunder.

8.2.3. In order to redeem the POC Planning Prize, each eligible Entrant will be contacted by the Sponsor and shall be required to provide all necessary shipping information in order to receive the POC Planning Prize.

NOTE: Each winner is solely responsible for all taxes and fees associated with any Prize(s) receipt and/or use. No alternative prize, cash or other substitution, sale, auction, donation, assignment or transfer of the Prize(s) is permitted, except by the Sponsor, who reserves the right to substitute any Prize with another prize of comparable or greater value that will become effective upon announcement.

9. **RELEASE:** To the fullest extent permitted by law, in exchange for the opportunity to enter and participate in the Giveaway and win the Prize(s), 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 Giveaway, 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, 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 Giveaway.

10. **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 Giveaway, 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.

11. **PUBLICITY:** Except where prohibited by applicable law, participation in the Giveaway constitutes your consent to the Sponsor's use of your name, photograph, and story for promotional purposes in perpetuity in any media, worldwide, without further payment of consideration to you and without obtaining any prior approvals.
12. **COLLECTION AND USE OF PERSONAL INFORMATION:** The Sponsor will collect personal information from you and the other Entrants (including, for example, your email) that will be used by the Sponsor in connection with the conduct of the Giveaway including (but not limited to) notifying you and the other Entrants if you are chosen as a finalist, as well as use for the Sponsor's business, such as providing you with future offers of products or services which may be of interest to you. The information will be treated in accordance with the Sponsor's privacy policy at: [<https://www.incredibuild.com/privacy-policy>]
13. **GENERAL CONDITIONS:** The Sponsor reserves the right to cancel, postpone, suspend and/or modify the Giveaway 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 Giveaway; (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 Giveaway 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.
14. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (1) 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 Giveaway; (2) 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; (3) unauthorized human intervention in any part of the Entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; or (5) 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 Giveaway or receipt, redemption or use of the Prize.
 - 14.1.1. **YOUR PARTICIPATION IN THE GIVEAWAY 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 GIVEAWAY 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 GIVEAWAY AND/OR YOUR USE OF THE PRIZE, OR FROM ACTS OF MISCONDUCT OF OTHER PARTICIPANTS OR THIRD PARTIES.
 - 14.1.2. Unless prohibited by law, Sponsor liability shall be limited to One U.S. dollar (US\$1.00).

15. **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 Giveaway or any prize awarded, other than the administration of the Giveaway or the determination of winners, shall be resolved individually and exclusively, without resort to any form of class action, by arbitration conducted in New York, NY, by a sole arbitrator (“Arbitrator”) in accordance with the rules of the American Arbitration Association (“AAA”). The Arbitrator shall be appointed by agreement of the parties; if the parties fail to agree upon the Arbitrator within thirty (30) days of notice of arbitration provided by either party, the AAA shall appoint the Arbitrator. The Arbitrator shall be bound by the provisions of these Official Rules and shall be made aware of the terms hereof prior to his or her appointment. Upon rendering a decision, the Arbitrator shall state in writing the basis for the decision. The Arbitrator’s decision shall be final and binding upon the parties, provided however that a party may petition a court of competent jurisdiction to vacate the Arbitrator’s award or decision on the grounds of the Arbitrator’s failure to abide by the provisions of these Official Rules. Judgment on the award or any other final or interim decision rendered by the Arbitrator may be entered, registered or filed for enforcement in any court having jurisdiction thereof.
16. **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.