CATJS Competition Terms and Conditions

- 1. Eligibility: The CATJS Competition ("Competition") is open to anyone who is 18 years of age or older at the time of participation. Employees, officers and directors of the Sponsor, as defined below, and of its subsidiaries and affiliated companies, and immediate family members of same are not eligible to participate. Sponsor reserves the right, at any time, to verify eligibility requirements in any manner it deems appropriate. No purchase of any kind is necessary in order to enter or win. In order to claim a prize a winner must have an Amazon.com account. By participating, participants agree to these Terms and Conditions, which are final and binding in all respects.
- **2. Competition Period:** Competition starts on October 26, 2014 and ends on November 26, 2014. ("Competition End Date"). Sponsor's computer is the official time keeping device for the Competition.
- **3. Participation in the Competition:** To participate in the Competition, you are required to create a video that shows how CATJS tests your application, write a 3-paragraph blog's post on your experience with CATJS, and post both the video and the blog's post to the CATJS LinkedIn group page: (https://www.linkedin.com/groups?gid=7487296). Only one entry per participant shall be acceptable. To be eligible for participation, the video and/or blog's post must not include any content that is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable, nor infringe any intellectual property or other laws.
- **4. Winners and Prizes:** Prizes will be awarded to the three participants that will have the highest number of "like" is for the post on the LinkedIn CATJS group page as at 23:59 on the Competition End Date. An additional prize will be awarded by the Sponsor at its sole discretion to a participant of his choice as an Editor's Pick. The decision on the prizes is final. The prizes are Amazon.com gift cards of the following values that, when claimed by the winners, will be credited to their Amazon.com accounts: 1st prize: USD500; 2nd prize: USD200; 3rd prize: USD100; Editor's Pick: USD200. Each aforementioned sum shall be construed to represent a total Approximate Retail Value ("ARV").

Prizes are awarded "as is", without warranty of any kind, express or implied, and are subject to any and all Amazon.com terms and conditions that may apply. No more than the stated number of prizes will be awarded. No more than one prize shall be awarded to any winner.

The winners' names will be posted on CATJS LinkedIn group page. Winners will also be notified by email within 10 days of the Competition End Date. To claim the prizes winners should follow the instructions specified in their notification.

Sponsor is not responsible for a change in participant's email address and/or for inability of a winner to claim a prize for any reason, including, without limitation, any reason pertaining to winner's Amazon.com account or the lack thereof. If the prize notification is returned as non-deliverable, or a winner is found to be ineligible or otherwise not in compliance with these Terms and Conditions, or a prize is not claimed, prize will be forfeited.

Prizes cannot be transferred, redeemed for cash or substituted, but Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion and/or due to circumstances

beyond its reasonable control or unforeseen circumstances.

The winner is solely responsible, at his/her own expenses, for any tax and/or customs liability and any incidental expenses arising from the award of the prize.

- **5. General Release:** As a condition of participating, to the extent permitted by law participants agree that Sponsor, its parent, subsidiaries and affiliated companies and all of their respective officers, directors, employees, representatives and agents are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), or property as well as any disappointment resulting in whole or in part, directly or indirectly, from entering into this Competition, not being able to enter this Competition, not being able to claim a prize, or acceptance of a prize and/or its, possession, use or misuse.
- **6.** Limitations of Liability: Neither Sponsor nor its agencies are responsible for lost, illegible, late, misdirected, incomplete, or non-delivered prizes or email; or for interrupted or unavailable network, server. Internet Service Provider (ISP), website, telephone or other connections. availability or accessibility, or miscommunications, or failed computer, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of any Competitionrelated information or the failure to capture, or loss of, any such information. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in this Competition; and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the website. Sponsor reserves the right, at its sole discretion, to disqualify any individual/account it finds to be tampering with the operation of the Competition or to otherwise disrupt the Competition in any manner. To the extent permitted by law, neither Sponsor nor its agencies are responsible for injury or damage to participants or any other person's computer related to or resulting from participating in this Competition or use of website. If, for any reason, Competition, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Competition or any portion thereof, and determine other winners from participants eligible prior to action taken, or as otherwise deemed fair and equitable by Sponsor.
- **7. Data Privacy**: Sponsor will process any personal data of participant which is provided to and/or given access to Sponsor in the context of the Competition solely in connection with the administration of, and participation into the Competition, in compliance with applicable data protection law and Sponsor Privacy Policy. To exercise your rights of access, rectification, opposition or deletion, please use the 'Privacy Feedback Form' available from Sponsor's Personal Data Rights Notice, http://welcome.hp.com/country/privacy/privacynotice/index.html.
- **8. Governing Law & Jurisdiction:** All rights reserved. These Terms and Conditions and the Competition are governed by the laws of the State of Israel. Any disputes arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts of Tel-Aviv-Jaffa.

- 9. Sponsor: Mercury Interactive (Israel) Ltd., of 9 Shabazi Street, Yehud, Israel.
- **10.** Participation and these Terms and Conditions are subject to the U.S. and other national export laws and regulations.
- **11**. No correspondence will be entered into in respect to this Competition except with the winners. No claim for reimbursement of connection costs or other costs related to the participation in the Competition will be accepted by Sponsor.