

TEMENOS SWEEPSTAKES OFFICIAL RULES (“OFFICIAL RULES”)

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Sponsorship

The sponsor (“**Sponsor**”) of this sweepstakes (“**Sweepstakes**”) is Temenos USA, Inc. with offices at 230 Park Avenue, Suite 1550, New York, NY 10169, USA. The Sponsor can be contacted by email at rosario.gonzalezqb@temenos.com.

2. Eligibility

- (a) This Sweepstakes is open only to those who sign up as participants (“**Participants**”) as set forth below in Section 5.
- (b) The Sweepstakes is open to any individual attending the Tax & Accounting Conference hosted by ICI at the Gaylord Rockies in Aurora, CO (“**Event**”), however, each Participant must be 18 years of age as of the date of entry. THE SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW.
- (c) Employees of the Sponsor, their respective affiliates, subsidiaries, advertising, and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes.

3. Agreement to Official Rules

- (a) The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.
- (b) By participating, each Participant agrees to be fully and unconditionally bound by these Official Rules, and each Participant represents and warrants that the Participant meets the eligibility requirements set forth herein.
- (c) The Participant agrees to accept any and all of Sponsor’s decision in the Sweepstakes as final and binding. The Sponsor may at its sole discretion refuse participation to Participants, withdraw the Sweepstakes or Participants, and/or disqualify Participants.

4. Sweepstakes Entry Period

The entry period shall begin on September 1, 2022, at 12:00 PM EST and end on September 20, 2022, at 10:00 PM EST (“**Entry Period**”). All entries must be received by Sponsor no later than September 20, 2022, at 10:00 PM EST.

5. Entry Method

- (a) The Sponsor will accept entries to the Sweepstakes exclusively in relation to the Event.
- (b) The Sweepstakes must be entered by submitting an entry using the online form (“**Online Form**”). Only eligible Participants, as described in Section 2 above, may enter the Sweepstakes. The Sponsor reserves the right to disqualify any entry that is incomplete or does not adhere to these Official Rules.
- (c) The Online Form can be accessed by scanning the bar code on the Sponsor’s physical signs at the Event, through the Event’s mobile app, or by using the following web-link: <https://www.temenos.com/events/2022-ici-tax-and-accounting-conference/>.
- (d) Entry will require Participants to answer the four (4) short multiple-choice questions on the survey website that is part of the Online Form and provide the requested information.
- (e) The Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes. Each Participant may enter only once and must not use alternative email addresses, identities, devices, IP-addresses, bots, macros, scripts, or other technical means in an attempt to circumvent this rule. Any fraudulent methods or attempts to otherwise circumvent this rule may lead to disqualification and loss of eligibility at the Sponsor’s sole discretion. The Sponsor reserves the right, at its sole

discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website, or who violates these Official Rules.

- (f) The Sponsor shall have no responsibility for lost or late entries, entries that are incomplete, damaged, or otherwise cannot be processed, any technical failures or errors, or for any fraudulent interference with the entry process.

6. Number of Winners, Prize

- (a) The Sweepstakes will have one (1) winner ("**Winner**").
- (b) The Winner will receive one (1) smart watch in black and carbon aluminium design with an estimated retail value of \$119.95 ("**Prize**"). The appraised and actual value may differ at time of Prize award. The Prize is awarded "as-is" and without any warranties or guarantees.
- (c) No cash or other prize substitution will be permitted, except at Sponsor's sole discretion. Any and all Prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner.
- (d) Acceptance of the Prize constitutes permission for the Sponsor to use or release the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

7. Odds

The odds of winning depend on the total number of eligible entries received.

8. Potential Winner Selection and Notification

- (a) The potential Winner of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor.
- (b) The potential Winner will be notified via email to the email address the potential Winner provided to enter the Sweepstakes on September 21, 2022, before 10:00 AM EST following the potential Winner selection. The Prize will be handed over to the potential Winner on September 21, 2022, once the Event ends, or it will be sent by mail to the address the potential Winner provides in response to the notification.
- (c) The Sponsor shall have no liability for the potential Winner's failure to receive notices due to the potential Winners' spam, junk email, or other security settings or for the potential Winners' provision of incorrect or otherwise non-functioning contact information.
- (d) If the selected potential Winner cannot be contacted, is ineligible, fails to claim the prize within seventy-two (72) hours from the time the award notification was sent, or fails to timely return the completed and executed declaration and release as may be reasonably required by Sponsor, the Prize may be forfeited, and an alternate winner selected.
- (e) The potential Winner's receipt of the Prize is conditioned upon the potential Winner's compliance with any and all applicable federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE POTENTIAL WINNER (AT SPONSOR'S SOLE DISCRETION) MAY RESULT IN THE POTENTIAL WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- (f) To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Temenos USA, Inc. at 230 Park Avenue, Suite 1550, New York, NY 10169, USA. Requests must be received by Sponsor no later than September 27, 2022, at 12:00 PM EST.

9. Rights Granted by Participants

- (a) By submitting an entry to the Sweepstakes, each Participant understands and agrees that the Sponsor and anyone acting on behalf of the Sponsor or its respective licensees, successors, and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, the Participant's entry, including, without limitation, the entry and potential Winner's name, portrait, picture, voice, likeness, image, or statements about the

Sweepstakes, and biographical information as news, publicity, or information and for trade, advertising, public relations, and promotional purposes without any further compensation.

- (b) This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Pinterest, LinkedIn, or Google, even if posted on or referred to on any such media. Each Participant understands and agrees that the Participant is providing the Participant's information to the Sponsor and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Pinterest, LinkedIn, or Google.
- (c) By entering the Sweepstakes, each Participant agrees to periodically receive email newsletters and other communication from the Sponsor. Participants can opt-out of receiving such communication at any time by clicking the unsubscribe link in the respective newsletter or requesting the Sponsor to cease such other communication.

10. Additional Official Rules

- (a) The Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes.
- (b) In case of Section 10 (a) above, the Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) a potential action taken by the Sponsor.
- (c) Any attempt by a Participant to damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to notify the authorities and/or seek damages from any such person to the fullest extent permitted by law.

11. Limitation of Liability

By entering, each Participant agrees to release, indemnify, and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (1) such Participant's participation in the Sweepstakes and/or the Participant's acceptance, possession, use, or misuse of any prize or any portion thereof, (2) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, or software, (3) the unavailability or inaccessibility of any transmissions or telephone or internet service, (4) unauthorized human intervention in any part of the entry process or the promotion, (5) electronic or human error which may occur in the administration of the promotion or the processing of entries.

12. Disputes

- (a) This Sweepstakes is governed by the laws of New York, without respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, Participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a binding arbitrator located in New York City having jurisdiction.
- (b) Further, in any dispute, under no circumstances will any Participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, special, indirect or consequential damages, including reasonable attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased.

13. Privacy Policy

Information submitted with an entry is subject to the Sponsor's Privacy Policy as set out at: <https://www.temenos.com/legal-information/privacy-policy>.