

ControlUp Contest Terms and Conditions

These are the official rules (the "**Rules**") that govern how the "Work From Anywhere Fantasy Trip" contest will operate (the "**Contest**"). By entering the Contest You agree to comply fully and unconditionally with these Rules.

In these Rules, "we", "our", "us" and "ControlUp" refer to ControlUp Technologies Ltd. and ControlUp, Inc., the sponsor of the Contest. "You", "yourself", "your", "I", "me" and "my" refers to an eligible Contest entrant.

By entering the Contest, You agree and consent that any personal data You provide upon entering may be used by the ControlUp Entities (as described below) in accordance with their respective Privacy Policies. ControlUp's privacy policy can be found at: <https://www.controlup.com/work-from-anywhere>. If You do not want your personal data used in this manner, do not enter this Contest.

If You have any questions regarding these Rules, please contact ControlUp at <https://www.controlup.com/work-from-anywhere>

1. ENTERING THE CONTEST; START AND END DATES OF THE CONTEST

If You wish to participate in this Contest, You should register at <https://www.controlup.com/work-from-anywhere>. There is no limitation as to the number of Power Points (as defined below) You may collect. We are not responsible for Power Points that we did not approve for any reason, or for Power Points that are late or incomplete for whatever reason. We reserve the right to approve or reject the collection of Power Points in accordance with these Rules, at our sole discretion.

Participation constitutes your full and unconditional agreement to and acceptance of these Rules. Stage 1 of the Contest will begin on [March 21, 2022] at [08:00 am EDT] and end on [June 20, 2022] at [5:00 pm EDT] ("**Stage 1 Period**").

We reserve the right to cancel, change or suspend the Contest at our sole discretion, without prior notice.

2. ELIGIBILITY FOR ENTERING THE CONTEST

You are eligible to enter this Contest if You meet the following requirements at the time of entry:

- A. You are 18 years of age or older.
- B. You are not an employee of ControlUp.
- C. You are not involved in the administration of this Contest.
- D. You are not an immediate family (parent, sibling, spouse, child) or household member of a ControlUp employee, its subsidiaries, affiliates and its advertising and promotion agencies, and any other entity engaged in any way in the development, production, printing, distribution or execution of this Contest (collectively, "**ControlUp Entities**") or a person involved in the administration of this Contest.

All federal, state and local laws and regulations apply. Void where prohibited.

3. CONTEST STAGES:

This is a skill-based Contest which means that chance or luck plays no part in determining the winner. The contestants' objective is to collect points by completing different activities, in accordance with the following description:

Stage 1 – Collecting Power Points

For the purpose of this Contest, each point You collect during the Stage 1 Period will be called a "Power Point". All eligible Power Points collected will be approved following their collection. For the avoidance of doubt, ControlUp's only obligation in relation to the Power Points collection post-approval mechanism is to inform You, through your registration contact info, that according to ControlUp's internal notes You have completed one of the stage 1 activities described below and as a result collected the associated Power Points with such activity.

- **Registering at Contest landing page - 5 Power Points**
 - You can find our Contest landing page in the following online address:
<https://www.controlup.com/work-from-anywhere>

- **Follow us on Facebook and LinkedIn – 10 Power Points**
 - You can find our Facebook page in the following online address:
<https://www.facebook.com/ControllingUp>
 - You can find our LinkedIn page in the following online address:
<https://www.linkedin.com/company/controlup-technology/mycompany/>
 - In order to complete the collection of these 10 Power Points, You must take a screenshot of our two social media pages mentioned above, which shows that the "Follow" button is checked on each page, and send it to the following e-mail address:
fantasytrip@controlup.com

- **Join a Webinar – 20 Power Points**
 - Specific details (such as date and time) on each webinar will be posted on the Contest landing page. Follow for updates.

- **Visit us at our booth in a live event – 40 Power Points**
 - Specific details (such as date and time) on each live event will be posted on the Contest landing page. Follow for updates.

- **Complete a demo – 50 Power Points**
 - Schedule and complete a full demo session with our team through the following online address: <https://www.controlup.com/schedule-a-demo/>

- **Initiate a POC – 200 Power Points**
 - Initiate and execute a POC agreement with us.
 - If You are an employee of any entity that initiated a POC with us, You are entitled to receive the Power Points on the entity behalf, provided that You were registered for the Contest prior to the initiation of such POC.

Stage 2 – Interviews by Our Panel

The three (3) contestants that will gain the highest number of Power Points will be interviewed and judged using the criteria specified on section 4.

4. SELECTION OF WINNER

After the end of Stage 2 of the Contest, one winning contestant will be selected by the judge(s), out of the three (3) contestants that have collected the highest number of eligible Power Points, based on an interview which, in the sole opinion of the judges, will best express the following criteria:

1. Contestant's disposition, temperament and on-screen comfortability.
2. Contestant's familiarity with Control Up's product.

The decision of the judge(s) is final and binding.

In addition to winning the Prize, the winner shall be required to perform and/or agree to the following actions, and grant us the right to make use and publicize such in various media per our discretion, all as set forth below and in the attached Consent and Liability Release Form:

- ControlUp shall provide the winner a loaded with Control-Up's products and tested laptop or other smart device (the "**Device**"). The Device will be remotely monitored by us in order to enable us to track the Device performance during the completion of the Scripted Actions (as defined below).
- Winner will complete the following actions while at the chosen "fantasy location" (the "**Scripted Actions**"):
 - ✓ Participate in a 5-minute recorded Zoom/Teams call with ControlUp associate.
 - ✓ Complete random searching on a browser for 5 minutes.
 - ✓ Download the following three (3) ControlUp assets from the ControlUp website: one PDF file, one power point presentation and one video.
 - ✓ Login to and use Office 365 account provided by ControlUp.
 - ✓ Send us 1–2-minute selfie video of remote experience while wearing a ControlUp provided shirt (the "**Selfie Video**").
 - ✓ Participate in a post-Prize interview.

5. THE PRIZE

The winning contestant will win a four (4) night, five (5) day trip, up to a \$6,000 cash value. Cash value to be exercised at a resort and/or airline of the winner's choosing (the "**Prize**"), provided that: (i) the date of the trip shall take place within thirty five (35) calendar days from notification to the winner that he/she had won the Prize; and (ii) the above mentioned number of nights and days will not be changed. Winner will receive any balance of the cash value to use towards any other ancillary Prize related costs.

If You are selected as winner of this Contest, You may not exchange your Prize for cash or any other merchandise or service. You may not designate someone else as the winner. If You are unwilling to accept your Prize, we may award it to an alternate winner, at our sole discretion. Participation and receipt of the Prize may have tax consequences. All taxes, fees, and surcharges on the Prize won are the sole responsibility of the winner. If for any reason the Prize is unavailable, we reserve the right to substitute it with a prize of equal or greater value, at our sole discretion.

We will notify the winner by sending a message to the email address provided during the registration on the Contest landing page. If the notification that we send is returned as undeliverable, or the winner fails to respond positively within three (3) calendar days from the first notification attempt, or if potential winner fails to return all required documents within the specified time period or if a potential winner is not in compliance with these Rules, then such person shall be disqualified and, at our sole discretion, an alternate winner may be selected for the Prize at issue.

The winner will be required to sign the Consent and Liability Release Form, and return it within fourteen (14) calendar days of the date of Prize notification.

By accepting the Prize, ControlUp may make use online and in print or in any other media of your name, place of residence, likeness, biographical information, Scripted Actions and statements concerning this Contest for advertising and promotional purposes, in connection with this Contest, without payment or compensation to You, except where prohibited by law.

By accepting the Prize, a winner agrees that ControlUp shall not be liable for, and be held harmless by the winner against any liability for any damage, injury or loss to person or property due in whole part, directly or indirectly, to acceptance, possession, use or misuse of a Prize, participation in any Prize-related activity or participation in this Contest.

6. LIMITATION OF LIABILITY

By participating in the Contest, You hereby release and hold ControlUp harmless from any and all liability for any damage, injury, or loss of any kind arising from or in connection with this Contest.

CONTROLUP HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE CONTEST. CONTROLUP 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 CONTEST AND/OR YOUR USE OF THE PRIZE, OR FROM ACTS OF MISCONDUCT OF OTHER PARTICIPANTS OR THIRD PARTIES.

Unless prohibited by law, ControlUp's liability shall be limited to One U.S. dollar (US\$1.00).

7. GENERAL

No purchase is necessary to enter or win. All federal, state, local, and municipal laws and regulations apply. This Contest is void wherever prohibited by law.

By participating, contestants agree to be bound by these Rules and the decisions of ControlUp and waive any right to claim ambiguity in the Contest or these Rules. Contestants also consent to the use of the personal data they submit to be used solely by ControlUp and affiliated partners for marketing purposes, statistical analysis, or customer relations. This information will never be sold or shared with third parties (other than the ControlUp Entities) and all contestants will be given the opportunity to opt-out at any time. Winner and contestants also agree to release, discharge, indemnify and hold harmless ControlUp Entities from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from participation in this Contest and/or acceptance, possession, use or misuse of any prize offered, or participation in this Contest. Any person attempting to defraud or in any way tamper with the Contest mechanics and/or implementation will be prosecuted to the full extent of the law.

ControlUp Entities are not responsible for Internet malfunctions, failures or difficulties of any kind, or for illegible, damaged, lost, late, misdirected, incomplete or postage due mail or entries. Incomplete entries, or those containing incorrect information, will be voided. Proof of sending or submission will not be deemed to be proof of receipt by ControlUp. ControlUp Entities reserve the right to disqualify any person or address suspected of submitting fraudulent entries or of tampering with the entry process. All entries become the property of the ControlUp Entities and will not be returned.

If one provision of these Rules is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of these Rules, all of which shall remain in full force and effect.

In the event that this Contest takes place in Europe, the Middle East and Africa ("EMEA"), this Contest is governed by and construed in accordance with the laws of the State of Israel and You consent to the exclusive jurisdiction of the courts of Tel-Aviv Jaffa for any disputes arising out of the Contest. In the event that this Contest takes place in the United States, this Contest is governed by and construed in accordance with the laws of the State of New-York and You consent to the exclusive jurisdiction of the courts of New-York for any disputes arising out of the Contest.

Last updated: March __17__, 2022.