## **Terms and Conditions**

### **The Contest**

The Zoho QEngine Testathon 2024 ("Contest") begins on September 1, 2024, and ends on December 30, 2024. Participants will be able to submit entries during this period. This Contest is governed by these Terms and Conditions ("Terms"), which constitute a binding agreement between the contestant participating in the Contest ("You" or "Your") and Zoho Corporation Private Limited including its affiliates ("Zoho"). By participating in the Contest, you acknowledge that you have read, understood and agree to be bound by these Terms.

## **Eligibility**

Except the employees of Zoho, the Contest is open to residents of all countries (excluding Cuba, Iran, North Korea, Sudan, Syria, and Crimea), who are of legal contracting age in their respective countries at the time of entry. Zoho reserves the right, at its sole discretion, to disqualify any entry if it concludes that you have tampered with the entry process or the operation of the Contest; violated these Terms or any applicable laws; or to protect any other interests of Zoho or any other third party. To participate in the Contest, you must register as an attendee by completing the form available <a href="here">here</a>, and submit test results of an application tested using Zoho QEngine within the specified deadline.

### **Evaluation**

For evaluation of the test cases submitted by you, you shall add the email addresses provided by Zoho to your Zoho QEngine account as a user. You shall ensure that only the specific test cases that you intend to be evaluated are accessible to these users, and that no other information is visible. You shall also ensure that you remove these email addresses from your Zoho QEngine account upon the conclusion of the Contest. You shall also ensure that you have appropriate permission or rights to test the application that

you intend to test as part of this Contest.

## **Prize and Winner Notice**

Zoho will evaluate the submissions made in the Contest and will select three winners who will be notified via e-mail ("Winner Notice"). The Winner Notice will include information on how the winners can claim their prize(s). Failure to provide an accurate mailing address or failure to comply with any rules or laws will result in forfeiture of the prize. The mailing address provided by each winner will be used "as is" for shipping the prize(s). The prize(s) are non-transferable, non-refundable and cannot be substituted for cash. Prize must be accepted as awarded. Zoho may, at its sole discretion, determine the prize to be awarded to the winners based on various factors such as complexity of the test cases, platforms used to test, severity and impact of bugs, test coverage, testing techniques, use of various features within Zoho QEngine, and overall innovation. Zoho reserves the right to offer an alternate prize of equal or greater value if for any reason any prize cannot be awarded as contemplated by Zoho. The prize winners are responsible for paying any applicable taxes that may be imposed on the prize(s) awarded.

#### **General Conditions**

These Terms shall be construed, interpreted, and governed by the laws of India exclusive of its conflict of law provisions. The parties irrevocably submit to the jurisdiction of Chennai and waive any claim in respect of the inconvenience thereof. By participating in this Contest, you agree to be bound by these Terms and decisions of Zoho on all matters relating to the Contest.

By participating in the Contest, you authorise us to publish testimonials by including your name and other personal information that you provide to Zoho in connection with the Contest on our website or in any other publicly accessible platforms.

## **Limitation of Liability**

You understand and agree that you will not hold Zoho including its respective affiliates, parents and subsidiaries, and their respective employees, agents, and representatives (collectively, "Entities") liable or responsible for any liability, claim, or take actions of any kind whatsoever for injuries, damages, or losses to person or property that may be sustained in connection with the receipt, ownership, or use of the prize or with participation in this Contest. By taking part in this Contest, you agree that no claim relating to such injuries, damages, or losses shall be asserted against any of the Entities.

Zoho may, at its sole discretion, cancel, terminate, modify or suspend the Contest, if for any reason Zoho is not able to conduct the Contest as described in these Terms.

## **Rights of Publicity**

By participating in this Contest, you understand and acknowledge that, in the event you are one of the winners, you permit Zoho to print, publish, broadcast and use worldwide in any media now known or hereafter developed your name, biographical information and any statement that you make in connection with the Contest or about Zoho for advertising and promotional purposes, in connection with the Contest, without any consideration or conditions.

# **Privacy**

Any contact information or content you share on social media platforms in connection with this Contest will be processed in accordance with the respective privacy policies of the social media platforms. Zoho is in no way responsible for the privacy practices of the social media platforms.

Zoho does not have any control over the visibility of posts made by you on social media platforms as part of the Contest. Any content you post will be displayed in accordance with your privacy settings on the respective social media platform.

You are solely responsible for the content you post on social media platforms in connection with the Contest. You shall not hold Zoho responsible or liable for any actions or claims arising from the tagging or mentioning of third parties in posts made as part of this Contest on any social media platform.

We will not use the contact information that you submit for any purpose other than for the administration of the Contest.

### **Use of Submissions**

Uploading any submission constitutes your consent to give Zoho a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, distribute, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes.