

## **COMPOLY TERMS AND CONDITIONS (the "Game Terms")**

**BY CLICKING THE "I SUBMIT BUTTON", YOU ACKNOWLEDGE THAT YOU HAVE READ THE GAME TERMS, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE GAME TERMS, YOU MAY NOT REGISTER AND PARTICIPATE IN THE COMPOLY (the "GAME").**

**THE GAME IS OFFERED BY NICE THROUGH [NICE.COM](http://NICE.COM) WEBSITE (THE "SITE") AND IS SUBJECT ALSO TO SITE'S TERMS OF USE.**

The purpose of the Game is to promote NICE's Compliance Center and therefore it is accessible to NICE's customers only. Only an individual person who is directly employed by NICE's customer (a "Participant") and who complies with all terms below, is permitted to participate in and play the Game:

- (i) The Participant holds his employer prior approval to participate in and play the Game; and
- (ii) The Participant is permitted under the Code of Conduct of his/her respective employer to take part in this activity.

NICE has the right to disqualify a Participant if NICE believes that such Participant is not acting in conformity with the Game Terms or if the Participant is otherwise fraudulently accessing the Game or unfairly influencing the course of the Game.

### **NICE employees and their family members are specifically excluded from participating in the Game.**

The Game is an award winning game. Only a single winner will be selected according to a random mathematical selection. The prize will be a drone or such other prize, as NICE's, at its sole desecration may elect to award the winning Participant (the "Prize").

The Prize will be granted to a Participant who has completed his/her registration to the Game prior to December 31<sup>st</sup>, 2017. Only a single registration per person will be eligible.

The announcement of the winning Participant will be communicated electronically to the winning Participant only.

The winning Participant will be responsible for all foreign, U.S. federal, state, local, municipal, or other governmental taxes, duties, levies, fees, excises, or tariffs, owed by the winning Participant arising as a result of or in connection with such Participant's win.

NICE MAKES NO WARRANTIES WHATSOEVER. NICE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL NICE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

More specifically but without derogating from the generality of the foregoing:

- (i) Use of the Prize is at the expense and risk of the winning Participant. NICE will not be held liable for use of the Prize by the winning Participant.
- (ii) NICE is in no way responsible for any damages arising from participation in the competition or for any technical malfunctions, failures or delays with respect to participation in the appointment of the winner.

NICE may modify the Game Terms. In case the Game Terms are modified, NICE will post notice of modifications at <http://www.nice.com/websites/compoly>. Changes will apply prospectively and become effective immediately. If you do not agree to the modified Game Terms, you must discontinue your participation in the Game.