## **Checkmarx RSA Giveaway Terms**

The following terms and conditions ("Terms") shall apply to the promotional racing competition contest (the "Contest") held by Checkmarx Ltd. and/or its affiliates (the "Company") at the RSA event taking place on June 6-9, 2022 (the "Event").

- 1. Only an individual that signs up to the Contest at the Event and that meets the criteria set at section 2 below will be eligible to participate in the Contest.
- 2. The Contest is open to an individual meeting all of the requirements below ("A Qualified Individual"):
  - a. The individual is over the age of majority;
  - b. The individual has signed up to participate in the Contest during the Event;
  - c. The individual has agreed to these Terms;
  - d. The individual has a valid email address and agrees to provide such address to the Company subject to the Company's <a href="Privacy Policy">Privacy Policy</a>;
  - e. The individual explicitly permits Company to use his or her name, image and likeness and photos taken of him or her by the Company during his participation in the Contest.

Employees of the Company, its group companies or their family members, or anyone else connected to the Contest may not participate in the Contest.

- 3. The Contest shall consist of a racing game during which Qualified Individuals will compete against each other in an attempt to achieve the best score. In the event of a tie (e.g., two individuals who achieve the same score), the participants shall be ranked according to who achieved the score first.
- 4. The Company shall award prizes (a "**Prize**") to the Contest winners as set forth in this section (all prize values in US Dollars):
  - a. <u>Grand Prize</u>: one grand prize shall be awarded to the Qualified Individual who achieves the best score during the duration of the Contest. The grand prize shall consist of an Amazon voucher for \$1000.
  - b. <u>Daily Prize</u>: a daily prize shall be awarded during each day of the Contest to each of the top 5 Qualified Individuals who achieve the best score during that day. To the top 5 Qualified Individuals each day during the Contest, an Amazon voucher for \$250 (first place); \$200 (second place); \$150 (third place), \$ 100 (fourth place) and \$ 50 (fifth place) shall be awarded depending on their position each day.

Participants are not eligible to receive more than one prize. In addition, the grand prize winner is not eligible to receive a daily prize. For the day the grand prize

- winner achieves the best overall score, the daily prizes shall be awarded to the top 5 best scores after the grand prize winner.
- 5. In the event that Company deems a Qualified Individual to have cheated in the game or acted in bad faith with respect to the Contest, such Qualified Individual shall be excluded from the Contest and shall consequently be ineligible to win the Prize.
- 6. Final Prize eligibility and player ranking shall be conducted by Company upon conclusion of the Event. Prize(s) to be awarded to Qualified Individuals shall be delivered to the winners' provided email address within approximately two weeks following the announcement of the winner(s). If the winner fails to provide accurate information regarding his or her email address, Company may, in its sole discretion choose an alternate winner.
- 7. All of Company's decisions are final with respect to all matters relating to the Contest, the eligibility of Qualified Individuals, scoring of participants and awarding of the Prize(s) to the winner(s), and shall not be subject to review, dispute or appeal.
- 8. The Prize cannot be exchanged for money or cash equivalents.
- 9. By entering the Contest each Qualified Individual agrees to these Terms which govern the Contest and the awarding of the Prize.
- 10. By entering the Contest, each Qualified Individual agrees to release, discharge and hold harmless Company from any damages whatsoever suffered or sustained in connection with the Contest or the acceptance of the Prize.
- 11. The winner shall be solely responsible for any taxes levied in relation to the delivery or receipt of the Prize.
- 12. A purchase is not necessary to enter and will not improve the chances of winning. A Qualified Individual is not required to purchase any product or spend any sum of money in order to be eligible for the above Prize.
- 13. Company reserves the right, at any time, to cancel, modify or suspend the Contest if, in its sole discretion, if the Contest is not capable of being conducted as set out in these Terms.
- 14. Any information you submit as part of the Contest will be treated in accordance with these Terms and our Privacy Policy.
- 15. By participating in the Contest, you irrevocably grant the Company and its affiliates the right to publish your name, image, likeness and photos of you taken by the Company (the "Materials"), for the Company's marketing and business purposes, including but not limited to publication by the Company on its web site, social media channels, and via other media or mode of communication. You hereby waive any right

that you may have to inspect or approve any use of the Materials or any advertising or promotional copy or other matter that may be used in connection with or derived from the Materials. You also acknowledge and agree that you are not entitled to compensation for the use of the Materials and you hereby waive any present and/or future claim for any such payment or compensation. You understand and agree that Company reserves sole editorial discretion over any use or non-use of the Materials.

16. These Terms shall be governed by and construed in accordance with the laws of the state of California.