

GIFT WITH PURCHASE TERMS AND CONDITIONS

1. **OFFEROR.** The Gift with Purchase (“Offer”) is promoted by Acronis International GmbH (the “Offeror”), whose address is Rheinweg 9, 8200 Schaffhausen, Switzerland. It is marketed to attendees of the virtual event “Luis Garcia’s Liverpool FC Memories” held on September 30th, 2020 (the “Event”) **while supplies last.**
2. **OFFER.** The Offer gift shall consist of one (1) copy of an autographed Luis Garcia photograph (the “Gift”). The Gift is given to the first 100 persons who purchase a copy of Acronis True Image (“Participant”) during the Offer period, which is within twenty-four (24) hours after the Event ends, or **while supplies last**, whichever occurs first.
3. **PARTICIPATION.** By participating in this Promotion and accepting the Offer, the Participant agrees to these Terms and Conditions. This Offer cannot be combined with, and is not valid with, any other rebate, offer, discount, promotion or program.
4. **ELIGIBILITY OF PARTICIPANT.** Participant must be eighteen (18) years of age or older to participate in the Offer. Employees, officers, directors, representatives, members, trustees and agents of the Offeror, its affiliated companies and their immediate families and those living in their same household, whether or not related, are not eligible for the Offer.
5. **OFFEROR DISCRETION.** Offeror will determine Gift recipients in its sole discretion, subject to verification of eligibility and compliance with these Terms and Conditions and any Promotion-related materials.
6. **THE GIFT.** Gifts are non-transferable, non-refundable and non-negotiable by Participant and cannot be redeemed for cash. Gifts cannot be exchanged or returned. The Offeror accepts no responsibility for any variation in Gift value.
7. **CANCELLATIONS AND MODIFICATION.** Offeror may change or terminate the Offer and Promotion at any time and without notice unless notice is required by law.
8. **DISPUTES.** Any dispute, controversy or claim arising out of or relating to the Promotion or the Offer, or participation therein, or the use of any material, or these Terms and Conditions, shall be governed by the laws of Switzerland without regard to its choice-of-law rules or principles. Venue shall lay exclusively in the courts with relevant jurisdiction in Zurich, Switzerland. Participants waive any right to claim that there is any ambiguity in these Terms and Conditions.
9. **INDEMNIFICATION.** By accepting the Offer, Participant agrees to release and hold harmless Offeror, and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising, in whole or in part, directly or indirectly, out of participation in the Promotion or receipt or use or misuse of any Gift.
10. **FORCE MAJEURE.** If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Offeror, including but not limited to technical difficulties, unauthorized intervention or fraud, the Offeror reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Promotion.
11. **LIABILITY.** The Offeror (including its respective officers, employees and agents) is not responsible for and disclaims all liability to the greatest extent permitted by law, for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, and whether or not arising from any person’s negligence, in connection with: (a) any theft, unauthorized access or third party interference or fraud; (b) any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Offeror) due to any

reason beyond the reasonable control of the Offeror; (c) the Offer; or (d) accepting or using any Gift.

12. **PRIVACY POLICY.** Any personally identifiable information collected during the Participant's participation in the Offer will be collected by the Offeror or its agent and used by the Offeror, its affiliates, agents, and marketers for purposes of the proper administration of the Offer and fulfillment of the Offer as described in these Terms and Conditions and in accordance with Offeror's Privacy Policy located at <https://www.acronis.com/en-us/company/privacy.html>.
13. **TAXES AND LAWS.** All federal, state and local laws and regulations apply. The Promotion and Offer are void where prohibited by law. National, federal, state and local taxes, if any, are the sole responsibility of Participant.
14. **INTERPRETATION.** In the event of any conflict with any Offer details contained in these Terms and Conditions and Offer details contained in Offer materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Terms and Conditions shall prevail. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any portion of any provision herein is determined to be invalid or otherwise unenforceable or illegal, such portion shall be severed from these Terms and Conditions, and the other provisions will remain in effect as if the invalid, unenforceable, or illegal provision were not contained herein.
15. **GRANT OF LICENSE.** Each Participant that accepts a Gift, grants to Offeror and its respective designees the right to publicize his/her name, address, photograph, voice, statements and/or other likeness and Gift information for advertising, promotional and/or trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.