

'My Brand Story' Contest Terms and Conditions

Contest Duration:

- The duration of the Contest is from **01 June to 15 June 2020**.
- **Your stories are accepted till 15 June, 2020.**

Eligibility:

- The Contest is initiated by Simtech Development Ltd.
- The Contest is open to all CS-Cart software users, or customers of Simtech Development's products and services (customizations, add-ons, cloud hosting).
- Participation in this contest is purely voluntary.
- Simtech Development shall not charge any amount for participation in the Contest and the sole criteria for participation shall be submitting entries in the manner stipulated above.
- Employees of Simtech Development Ltd. related to the Contest and their families are excluded from entering the competition.
- **Three (3) winners** will be announced through a post on Facebook and Instagram at the end of the contest.
- The language of the Contest will be English.

General Terms and Conditions:

1. This Contest will be governed by these standard terms and conditions. Each participant agrees that he/she has read and understood these terms and by their participation in the contest, each participant agrees to be bound by the terms.
2. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.
3. Incomplete information provided or failure to provide true and accurate information as stated in these terms and conditions, failure to submit proof of identification and/or original confirmation number upon collection of the Prize will automatically disqualify the participant. We shall have the absolute and sole discretion to determine whether any participant should be disqualified by reason of failure to abide by these terms and conditions, bad faith, fraud or any other legitimate reason
4. Simtech Development Ltd. reserves the right to change the terms and conditions of this Contest, including extending, withdrawing or discontinuing the same without notice, without assigning any reason, at its sole discretion without any liability.

5. Prizes can be used to pay for any number of orders for the development and purchase of add-ons and/or themes by Simtech Development Ltd., covering up to 30% of the cost. Bonus validity is 1 year (365 days) since its attribution to the Winner. The discount does not apply to hosting and licenses. Prizes cannot be paid in cash.
6. Simtech Development Ltd. shall not be liable in any manner whatsoever for any claims, losses, damage, costs or expenses in connection with or arising from this Contest, the redemption or use of the Prizes.
7. Participants give to Simtech Development Ltd. the right to use the winner's image, photograph, name and likeness in post-promotion publicity material and in advertising, marketing or promotional material in any media by any means throughout the world for any purpose connected with the products/services of Simtech Development Ltd. without additional compensation or prior notice to the winner and all participants consent to the same. Participants give consent to processing of their personal data provided for participation in the contest. Personal data will be processed in accordance with the Privacy Policy:
<https://www.simtechdev.com/privacy-policy.html>
8. Copyrighted, obscene, provocative or otherwise questionable content will not be considered. Simtech Development Ltd. retains sole discretion as to what constitutes inappropriate content.
9. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with this promotion, these terms and conditions shall prevail.
10. Simtech Development Ltd. reserves the right to request proof of a participant's eligibility in the event that there is a doubt over his/her eligibility for the promotion.
11. Subject to applicable laws, Simtech Development Ltd. shall not be liable for any losses, taxes, liabilities or inconvenience suffered by any participant as a result of these terms and conditions, entering into this Contest or accepting any part of the Prize. By accepting the terms of the contest, the participant evaluates the risks specified in the terms and accepts it.
12. Simtech Development Ltd. shall not be liable under or in connection with these terms and conditions or for this Contest or using the Prize for any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the participant and Simtech Development Ltd. and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
13. Simtech Development Ltd. accepts no responsibility for difficulties experienced in submitting an entry to this Contest. Simtech Development Ltd. does not accept

responsibility for (1) lost, late or undelivered entries or (2) any technical or access issue, failure, malfunction or difficulty that might hinder the ability of a participant to enter the Contest or (3) any event which may cause the Contest to be disrupted or corrupted.

14. In addition to these terms & conditions, other specific terms may be imposed by Simtech Development Ltd. from time to time to deal with any unforeseen situation. Simtech Development Ltd. also reserves the absolute right to change the terms and conditions contained herein and, or, any other rules and regulations in respect of the Contest at any time without any notice, the itinerary, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be intimated separately as Simtech Development Ltd. considers fit. However, no obligation is cast on Simtech Development Ltd. to separately intimate each individual participant with regard to such additional terms and conditions.
15. Simtech Development Ltd. may (i) extend (ii) terminate or suspend the Contest at any time due to circumstances beyond its control (iii) substitute a prize (or any part of a Prize).
16. The participant(s) hereby give express permission to Simtech Development Ltd. to freely distribute its submission in any publication and media whether online, offline or on the Internet. Material sent to Simtech Development Ltd. including feedback and other communications of any kind as well as submission of an entry to this Contest shall be deemed to be non-confidential. Simtech Development Ltd. shall be free to reproduce, distribute and publicly display such feedback, materials without limitation or obligation of any kind. Simtech Development Ltd. is also free to use any ideas, concepts, know-how or techniques contained in such submissions or materials for any purpose.
17. Each participant understands that each of the officials of Simtech Development Ltd. engaged in the organization and management of this Contest including its directors, officers, partners, employees, consultants, and agents are under no obligation to render any advice or service to any participant in respect of this Contest.
18. The participant undertakes to indemnify and keep Simtech Development Ltd. harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by Simtech Development Ltd. due to breach of any of the terms and conditions herein contained.
19. Entrants are deemed to accept these terms and conditions by entering the Contest.

20. The answer entries that fulfil the eligibility criteria will be selected by the Simtech Development Editorial Board. Three Winners will be selected based on the number of likes in the sharing section on the simtechdev.com/blog.
21. Each participant consents to the use of information supplied by the participant in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the participant, by Simtech Development Ltd.
22. The decision of Simtech Development Ltd. will be final and binding.
23. To claim the prize, the winner needs to submit all the details in English as per the requirements in 'My Brand Story' section and within the stipulated time frames in order to claim the prize.
24. The winners will be announced through a Facebook post and/or notified through a [HelpDesk ticket](#). All the prize issues including its attribution to winners are dealt within the HelpDesk system only.
25. Simtech Development Ltd. will endeavor to contact the Winner in and around 5-10 working days after announcing the winners.