

NativeScript 2.0 Promotion

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** The Telerik Inc. (“Telerik”) “NativeScript 2.0 Promotion” (the “Promotion”) is open to individuals worldwide who are at least eighteen (18) years of age or the age of legal majority in his or her state or jurisdiction of primary residence at the time of submission (whichever is older) with access to the Internet. The Promotion is subject to all applicable federal, state, provincial and local laws and regulations. The Promotion is void in Puerto Rico, Rhode Island, all US territories and possessions and all overseas military installations and wherever else worldwide the Promotion may be prohibited or restricted. Employees of Telerik, subsidiaries, affiliates, its parent company, and agents, as well as the immediate family (spouse, parents, siblings, and children) and household members of each employee are not eligible. Participants must **NOT** be under any contractual or other legal obligation that would conflict with this Promotion or these Official Rules.
2. **ENTRY PERIOD:** The Promotion will begin on May 4, 2016 and end on June 4, 2016 (the “Promotion Period”).
3. **ENTRY:** To enter the Promotion, you must complete the survey found at the link provided to you at the ngConf in Salt Lake City, UT, or found on www.nativescript.org/ngconf. The survey will also be provided upon registration of the post ngConf webinar offered by Telerik. After you complete the survey, you will be automatically entered into the Promotion (your “Entry”). By entering the Promotion, you acknowledge your consent to receive marketing emails and other communications from Telerik and its affiliates. You may unsubscribe from these marketing communications at any time via the links found in the communication itself. If you elect not to enter the Promotion, please send an email to sales@telerik.com and confirm your election to opt out. All fields in the survey must be completed in order to be eligible to enter. Please review the “DETERMINATION OF WINNERS” section for details on how winners will be selected.
4. There is a limit of one (1) Entry per person. Any additional Entries will not be included. By participating in the Promotion, you demonstrate your full and unconditional agreement to these Official Rules and to the decisions of Telerik in relation to the Promotion, which are final and binding. If you are determined to be a Winner, you must also agree to the terms and conditions contained in the Telerik End User License Agreement for UI for NativeScript Pro found at the following link: <http://www.telerik.com/purchase/license-agreement/ui-for-nativescript-pro>
5. **ODDS OF WINNING.** The odds of winning will be determined by the number of eligible Entries received.
6. **PRIZE:** The Winner will receive a one-year UI for NativeScript Pro license (the “Prize”). The retail value is approximately USD \$199.

Any prize details not specified above will be determined by Telerik in its sole discretion. No cash or other substitution is allowed except by the Telerik, who may substitute a prize with another prize of equal or greater value, as determined by Telerik in its sole discretion. The Prize is not redeemable for cash and is non-transferrable, except to a surviving spouse residing in the same household.

7. DETERMINATION OF THE WINNERS: The first 500 people who complete the survey prior to May 18, 2016 will be selected to receive the Prize (singly, a "Winner", collectively, the "Winners").
8. NOTIFICATION AND REQUIREMENT OF WINNER: Telerik will email the Winners on or about May 22, 2016. Failure to download the license by May 30, 2016, or if Prize notification is returned as non-deliverable, or if a Winner is found not to be eligible or not in compliance with these Official Rules, disqualification will result and an alternate Winner may be selected. If a Winner fails to download the Prize before May 30, 2016, the Prize will be forfeited and remain unawarded. All taxes, including federal, state and local taxes, and other expenses related to accepting and/or using the Prize not listed in these Official Rules, are the sole responsibility of the Winner. Except where prohibited, the Winners may be required to sign and return an affidavit (or declaration) of eligibility and a liability/publicity release. Documents, if provided and required by Telerik, must be signed and returned within ten (10) days of being notified. If a Winner fails to sign and return the required documents within the required time period or is otherwise ineligible to receive the Prize, an alternate Winner may be selected in his/her place according to the selection criteria set forth above. The Winner will also be required to comply with all applicable federal, state and local laws and regulations regarding the ownership of the Prize.
9. PRIVACY AND PUBLICITY: Except as set forth herein, all information submitted by you in the Promotion will be treated according to Telerik's Privacy Policy, a copy of which is found here: <http://www.telerik.com/company/privacy-policy>. You will also be subject to Telerik's Terms of Use, a copy of which is found here: <http://www.telerik.com/company/terms-of-use>. Except where prohibited, participation in the Promotion constitutes your consent to Telerik's use of your name, likeness, statement, and state of residence for promotional purposes in any media without further payment or consideration or in order to contact you as a potential winner.
10. ENTRANT'S WARRANTIES AND REPRESENTATIONS: By submitting an Entry, you warrant and represent: (i) the Entry is complete and accurate, (ii) the Entry does not infringe the intellectual property, privacy, publicity, or any other rights of any third party, (iii) the Entry does not violate any law or regulation, (iv) you have the rights to freely enter the Promotion without restriction, (v) you are at least eighteen (18) years of age and the age of legal majority in your state or jurisdiction of primary residence at the time of Entry, and (vi) the Entry and your participation in the Promotion and agreement to these Official Rules do not violate any applicable policies of or contractual obligations to your school and/or employer.
11. GENERAL CONDITIONS. If any fraud, technical failures or any other factor beyond Telerik's reasonable control impairs the integrity or proper functioning of the Promotion, Telerik reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and/or determine the Winners from among all eligible Entries as of the date of termination using the procedures and criteria outlined above. Telerik further reserves the right, in its sole discretion, to disqualify any participant that violates these Official Rules or interferes with this Promotion in any manner and void all associated Entries for any reason. Telerik's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforceable. By submitting an Entry, you hereby acknowledge and agree that the relationship between you and Telerik is not confidential, fiduciary, or other special

relationship. By submitting an Entry, you agree to release and hold harmless Telerik, its officers, directors, shareholders, agents and employees (collectively "Released Parties") from any damage, loss or injury to you or any third party resulting from your participation in this Promotion or for the use or misuse of any prize or Released Parties' use of any rights granted herein, for incorrect or inaccurate transcription of Entry information, for any human or other error, for any injury to person or property, arising from your participation in this Promotion or any Promotion-related activity or from the acceptance, receipt, possession, use or misuse of any prize won except for any loss, damage or injury which is due to the negligence or willful misconduct of Telerik or which otherwise cannot be excluded by law.

12. FURTHER LIMITATIONS. If for any reason your Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, your sole remedy is submission of another Entry. In no event shall Telerik be liable for any direct, indirect, punitive, special, incidental or consequential damages incurred by you or any third party, arising out of or resulting from this Promotion or any related materials, whether in an action in contract or tort, however caused and regardless of the theory of liability, even if you have been advised of the possibility of such damages. Telerik makes no representations or warranties or conditions whatsoever, in fact or in law, including but not limited to, the implied warranties or conditions of satisfactory quality, merchantability, title, and fitness for a particular purpose, whether oral, express, implied or statutory and hereby disclaims any and all warranties relating to this Promotion or any related materials.
13. DISPUTES. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Telerik in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts of the United States of America. Participants agree that any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal and state courts located in the Commonwealth of Massachusetts. Any and all claims, judgments and awards shall be limited to actual reasonable out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual reasonable out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
14. SPONSOR AND PROMOTER. The sponsor and promoter of this Promotion is Telerik Inc., headquartered at 201 Jones Road, Waltham, Massachusetts 02451 USA. Telephone number +1-888-365-2779.
15. OFFICIAL RULES. These rules, terms and conditions comprise the Promotion's Official Rules and official Promotion communications or publications by Telerik shall govern and apply to all participation and activity arising out of and relating to the Promotion. These Official Rules are dated as of May 2, 2016. These Official Rules cannot be modified or superseded except by Telerik, in its reasonable discretion. In the event of any inconsistency between these Official Rules and any other communication by Telerik, the terms of these Official Rules shall govern. The complete Official Rules are available at <https://www.nativescript.org/docs/default-source/default-document-library/contest-rules-for-nativescript-ui-giveaway-at-ngconf-2016.docx?sfvrsn=4>. To obtain a free, PDF copy of

these Official Rules or a list of Winners, send your request to Telerik headquarters, no later than August 31, 2016.