

2015 PayPal BattleHack Developers Competition – Melbourne, Australia

Terms and Conditions

1. The 2015 PayPal BattleHack Developers Competition in Melbourne, Australia (the "Competition") will be held on 31 January 2015 and 1 February 2015. By entering or participating in the Competition, you agree to be bound by these terms and conditions (the "Terms and Conditions"). PayPal reserves the right to change or add to these Terms and Conditions by posting an updated version on <http://battlehack.org>.
2. The promoter of the Competition is PayPal Australia Pty Ltd (collectively with its affiliates, "PayPal"), ABN 93 111 195 389 of Level 23, 1 York St, Sydney NSW, phone 02 8288 0000.
3. **Eligibility.** The Competition is open to Australian residents aged 18 years or older. You may participate individually or as a team, with a maximum of four (4) eligible participants per team. You will need to register prior to the Competition by visiting <http://battlehack.org>. PayPal will only accept a limited number of eligible participants on a 'first come, first served' basis.
4. Employees of any PayPal company or its affiliates and their immediate family members, any representatives or agents of those companies and third parties associated with the Competition are not eligible to enter. PayPal reserves the right to verify the eligibility of participants.
5. If you enter as a team, you understand and agree that, in order for a team to be eligible to participate, all team members must be eligible and agree to these Terms and Conditions. By entering, you warrant that you have obtained the appropriate confirmation by your team members that they are eligible to compete in the Competition and agree to comply with these Terms & Conditions. In addition, you agree that if the team is selected to receive prizes, the team is responsible for ensuring that the prizes will be appropriately distributed to each member of the team. The eligibility of a participant is tied to the eligibility of the team. If one member of a team does not comply with these Terms and Conditions or is disqualified, the team as a whole may be disqualified, in PayPal's sole discretion.
6. **How to Compete.** To compete in the Competition, you must submit to the Competition representatives an application (an "App") to be used with the APIs of PayPal, Braintree or Venmo in relation to the theme defined by PayPal at the Competition. Your App must be functional and PayPal, Braintree and/or Venmo must be the only payment method(s) included in your App in order for it to be eligible. Prototypes are not acceptable. You may not perform any work on the App prior to the time window defined at the Competition or the entry may be disqualified, in PayPal's sole discretion.
7. You may not submit more than one App at the Competition. You may not win more than one prize at the Competition. The prizes are not transferable.
8. **Intellectual Property Rights.** You agree that, in providing your App or participating in the Competition, you are granting to PayPal, or any of its affiliated companies owned or controlled by, or under common control with, PayPal, Inc., a Delaware corporation, an irrevocable, perpetual, royalty-free, non-exclusive

licence to use your name, picture, likeness, voice, biography and App (or any part of them) in any way, form or manner that PayPal wants for advertising, promotional or publicity purposes, including but not limited to promotional videos, press releases, tweets and other social media posts. “Non-exclusive” means that you can continue to use your App in any way, including allowing others to use it. PayPal cannot guarantee that your App will be used by PayPal and reserves the right to edit or refuse to use your App. PayPal may use your App without attributing it to you personally and, to the extent permitted under applicable law, you waive your moral rights in respect of your App when used by PayPal.

9. All Apps shall remain the property of the eligible participant(s). However, by submitting an App, you acknowledge that PayPal may obtain many entries under this Competition and that such entries may be similar or identical in theme, idea, format or other respects to others submitted under this Competition and/or other competitions or otherwise involving PayPal or its affiliates. You acknowledge and agree that PayPal does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright or other intellectual property right in or to your App.
10. You hereby represent and warrant that (i) the App is your original work and was created by you, (ii) the App has not won previous awards granted by PayPal; (iii) the App does not violate or infringe the intellectual property, proprietary or other rights of any third party, (iv) you possess and control all rights necessary to submit the App irrevocably and without restriction to PayPal, and (v) that publication of the App via various media including web posting, will not infringe on the rights any third party. If PayPal has reason to believe your App is not your own work, then PayPal may invalidate your entry into the Competition. You hereby agree to indemnify and hold harmless PayPal from any claims in relation to your App.
11. **Determination of Winners.** One (1) first prize, one (1) second prize and one (1) third prize will be awarded for the Competition. First, second and third prize winners will be the eligible participants (or teams) that receive the first, second and third highest scores for their submissions, respectively as determined by the judging panel selected by PayPal in its sole discretion. Judging of the App will be based on the following criteria: (i) the quality of the idea – 33%, (ii) its implementation, level of innovation and originality of code – 33%, and (iii) execution, as well as the overall user experience – 34%. In the event of a tie, the entries involved in the tie will be reviewed by an additional judge who will serve as a tiebreaker and who will evaluate entries according to the criteria listed above. Decisions of the judges are final and binding.

12. **Prizes.** The prizes awarded are:

Competition Winner	Prize
1 x each member of the first prize winning team (or individual first prize winner)	<p>The first prize includes eligibility to compete in the BattleHack World Finals event held in November 2015 in San Jose, CA at PayPal Headquarters (the “Final Event”).</p> <p>The first prize also includes roundtrip air transportation from a major airport nearest the winner’s home to San Jose, CA for the Final Event, 3 day hotel accommodations during the Final Event and transfers to and from the Final Event. The Approximate Retail Value (“ARV”) of each first prize is \$1,700 USD. The</p>

	actual value of the trip depends upon the city of departure, time of travel, any airfare fluctuations and on current market conditions at time of prize fulfilment. Any difference between the stated ARV and the actual value, if any, will not be awarded. For clarity, if a first prize winner is unable to attend the Final Event for any reason, PayPal is not obligated to provide an alternative prize.
1 x each member of the second prize winning team (or individual second prize winner)	The second prize includes an Xbox One 500GB console or a comparable electronic gaming or tablet device. The ARV of each second prize is \$399 USD.
1 x each member of the third prize winning team (or individual third prize winner)	The third prize includes an Adafruit ARDX starter kit with uno r3 Arduino board, Ethernet shield, and micro sd connector, or a comparable device. The ARV of each third prize is \$130 USD.

13. First Prize Travel Qualifications and Restrictions. Each first prize winner must be able to travel on the dates specified by PayPal or the prize will be forfeited and an alternate winner may be selected in PayPal's sole discretion. Each first prize winner must sign a travel release prior to traveling. Each first prize winner attending the Final Event must hold a valid passport and relevant Visas. It is the winner's sole responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to departure. The trip included in the first prize is subject to air/hotel availability and confirmation of reservations; certain travel restrictions and blackout dates may apply. Airline and flight times will be selected by PayPal at its sole discretion. All travel arrangements must be made through PayPal's agent on a carrier of PayPal's choice. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at PayPal's sole discretion. Each first prize winner must confirm available travel dates and flight times selected by PayPal at least three (3) weeks prior to the travel dates. PayPal will not replace any lost or stolen tickets, travel vouchers, certificates or similar items once they are in the winner's possession. PayPal, its affiliates, subsidiaries, and third parties associated with the Competition are not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof such as changes in services or accommodations necessitated by same; and PayPal is not liable for any loss or damage to baggage. Airline tickets issued in conjunction with a prize are not eligible for frequent flyer miles. Prize components cannot be used in conjunction with any other promotion or offer, and no portion may be separated except at PayPal's sole discretion. The prize restrictions are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. The first prize's hotel accommodations include costs for room and tax only based on one room; meals, telephone calls, baggage fees and other incidentals are not included.

14. First Prize Travel Expenses. The first prize winner shall pay any additional costs associated with changes to travel dates or additional accommodations outside the travel period specified in the prize details made by the winner. Incidental costs, such as but not limited to passport and Visa costs, travel

insurance, departure taxes, airport transfers and all other personal expenditures, will be at the winner's expense unless specifically advised otherwise.

15. Winners of the Competition will be notified during the Competition or by telephone or email to the telephone number or email address provided to PayPal by winners within 10 working days of the Competition. The second and third prizes will be provided at the Competition or sent to the winners within 30 working days of notification.
16. Entrants shall be responsible for ensuring that the contact details associated with their entries are up to date and accurate so they can be contacted if they win. If PayPal or its authorised agents are not able to contact the winners by midnight AEDT 14 days after the first attempted notification, alternative winners may be chosen by the judges and the original winners' entitlement will lapse.
17. The list of prizes and winners' names will be available on <http://battlehack.org>.
18. **Taxes.** Winners are solely responsible for the payment of any and all taxes. PayPal is not liable for the payment of any tax related to the prizes awarded to the winners. Winners shall indemnify and hold harmless PayPal from any claims by any tax authorities due to a failure to declare/pay applicable taxes on the prizes.
19. **Liability.** Except for any liability that cannot be excluded by law, PayPal (including its officers, employees, agents and related bodies corporate as defined by the Corporations Act 2001 (Cth)) exclude all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to:
 - a. any technical difficulties, technical error or equipment malfunction (whether or not under PayPal's control);
 - b. any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference;
 - c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by PayPal) due to any reason beyond the reasonable control of PayPal;
 - d. any variation in prize value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by a winner or entrant; or
 - f. use of a prize.
20. PayPal may, at its sole and absolute discretion, disqualify any or all entries made by an entrant or entrants if PayPal has suspicions or knowledge that:
 - a. an entrant has been involved in any fraudulent or illegal activity;
 - b. an entrant has not acted in accordance with these Terms and Conditions;
 - c. an entrant is in breach of PayPal's User Agreement at any time or has a PayPal account that is not in good standing;
 - d. an entry is mechanically reproduced, copied, illegible, incomplete, inaccurate or generated by automated means, including but not limited to a script, macro or bot; or
 - e. an entry is inappropriate, objectionable and/or inconsistent with the positive image and/or good will PayPal wishes to promote in the Competition.
21. PayPal reserves the right to suspend, change or cancel the Competition at any time as it may determine in its sole discretion.

- 22.** PayPal or the prize providers reserve the right to add additional terms and conditions for certain prizes awarded as a part of the Competition. For the Final Event and Final Event prizes, additional terms and conditions will apply and will be posted on <http://battlehack.org> before the date of the Final Event.
- 23.** PayPal or other entities on its behalf may use and collect your personal information to administer this promotion and to contact you about this promotion and about PayPal's services in accordance with PayPal's Privacy Policy.
- 24.** These Terms and Conditions are governed by the laws of New South Wales, Australia.