

2015 PayPal BattleHack Developers Competition – Canada

Terms and Conditions

By entering or participating in a Canada-based event associated with the 2015 PayPal BattleHack Developer's Competition (the "Competition"), you agree to be bound by these terms and conditions (the "Terms," the "Terms and Conditions" or the "Official Rules"). PayPal reserves the right to change or add to these Terms and Conditions by posting an updated version on <http://battlehack.org>.

1. ELIGIBILITY: The Canada-based event of the Competition is open to legal residents of Canada (excluding residents of Quebec), who, at the time of entry, are of the age of majority in their province or territory of residence and who are physically located and reside in Canada (excluding the Province of Quebec) (each an "Entrant", and collectively, "Entrants"). Void where prohibited. Employees, directors, officers, agents and representatives and their immediate families (spouse, parents, children, siblings, and their respective spouses, regardless of where they live), and their respective household members, whether or not related, of PayPal, Inc. ("PayPal"), its parent company, affiliates, subsidiaries, divisions and advertising, promotion agencies and any independent contest judging organization are not eligible to enter. Competition is subject to all provincial and municipal laws.

2. COMPETITION TIMING/DESCRIPTION: The Canada-based event of the Competition, held in Toronto, Ontario, will begin at 12:00:00 AM Eastern Time (ET) on July 18, 2015 and will end at 11:59:59 PM ET on July 19, 2015 (the "Promotion Period"). Entrants may participate individually or as a team (each a "Team", and collectively, the "Teams") with a maximum of four (4) participants per Team. One (1) first prize ("First Prize"), one (1) second prize ("Second Prize") and one (1) third prize ("Third Prize") will be awarded at the Canada-based event. The winner of the First Prize will be the Entrant (or Team) that receives the highest score for their App (defined below) submission as determined by expert judges (the "Judges") based on the Judging Criteria listed below. Second and Third Prize winners will be the Entrant (or Teams) that receive the second and third highest scores for their App submissions, respectively. Each member of a prize-winning team will receive the respective prize.

3. HOW TO PARTICIPATE IN THE COMPETITION: No purchase necessary. Internet access and valid email and PayPal accounts required. For the purposes of this Competition and these Official Rules an "Entry" and collectively, the "Entries", shall include the "Registration" and the "App", as each term is defined herein.

To participate in the Competition, you must first register for the Canada-based event at <http://battlehack.org> (the "Competition Website"), before the start of such event. You will need to include the email address associated with your PayPal account, and your full name and mailing address (each a "Registration", and collectively, the "Registrations"). Each Registration must be submitted by the Entrant him or herself, or in the case of a Team, all Team members must designate one (1) Team member to be the registrant. By submitting your Registration, you are indicating that you: (i) have read, understood and accepted these Official Rules; and (ii) agree to be bound by these Official Rules and the decisions of PayPal and/or Judges, which are final and binding in all matters related to this Competition. Each Entrant may only use one (1) email address and one (1) PayPal

account in connection with this Competition. The clock used by PayPal (defined below) in connection with the receipt of the Registrations will be the official clock to determine the date and time the Registration was received.

During the Event, you must develop and submit to the PayPal Competition representatives attending the Event an application (the "App") to be used with the APIs of PayPal, Braintree or Venmo in relation to the Event's theme, which will be announced prior to the start of the Event. You will have to present to the Judges that are present a demonstration of the functionality of your App during a time window defined at the Event. **Your Entry must be a working application in order to be eligible; prototypes are not acceptable. PayPal, Braintree or Venmo must be the sole payment method included in your App in order to be eligible.** All work on your App must be performed during the time window defined at the Event. **You may not perform any work on your App prior to the time window defined at the Event or your Entry will be disqualified at the sole discretion of PayPal.** Judges can consider only Apps coming from registered Entrants/Teams. All Apps and components of each App must be developed and submitted in accordance with these Official Rules. LIMIT: you may not submit more than one (1) Registration or one (1) Entry, whether you are an individual Entrant or part of a Team. Individual Entrants and/or Teams deemed Second or Third Prize winners at one (1) Event cannot compete in another, separate Event. First Prize winner is eligible to compete in the Final Event, as described below.

If you enter the Competition as a member of a Team, you understand and agree that, in order for a Team to be eligible to participate, all of the members of the Team must meet the eligibility criteria contained herein and agree to these Official Rules. PayPal will award the prize to the winning Entrant who submitted the Registration for distribution amongst Team members. By entering as a Team, you warrant that you have obtained the appropriate agreement and/or approval by your Team members. In addition, you understand and agree that if the Team is selected to receive a prize, you are responsible for ensuring that the prize will be appropriately distributed to each member of the Team and each member of the Team must agree upon the payment method for the prize. PayPal is not responsible for disputes between any Team members. The eligibility of an Entrant is tied to the eligibility of the Team. So if one (1) member of a Team does not comply with these Official Rules or is disqualified, the Team as a whole will be disqualified.

The Entry must be in keeping with PayPal's image, and may not be offensive, nor can it defame, or invade upon the publicity rights or privacy of any third party, living or deceased, or otherwise infringe upon any person or entity's intellectual property, personal or proprietary rights, as determined by PayPal and the Judges in their sole discretion. Each Entrant must either (i) be the sole and exclusive owner of all rights, title and interest (including, without limitation, copyright and all intellectual property rights) in and to all content and elements incorporated into or used in the App; or (ii) have the express written permission to use such content and elements from the owner(s) of the rights to such content and elements.

Any Entrant whose App includes content or elements not owned by the Entrant must be able to provide written legal releases (in a form that is satisfactory to PayPal and the Judges), if requested by PayPal, that permit the Entrant to use and exploit such content and elements in the manner used and exploited and that permit PayPal's right to use

and exploit the content and materials in accordance with these Official Rules (“IP Releases”) before eligible to be declared a winner.

PAYPAL RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO DISQUALIFY ANY ENTRY THAT PAYPAL FEELS IS INAPPROPRIATE, OBJECTIONABLE AND/OR INCONSISTENT WITH THE POSITIVE IMAGE AND/OR GOOD WILL IT WISHES TO PROMOTE IN THIS COMPETITION.

ALL ENTRANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRY MATERIALS SUBMITTED IN CONNECTION WITH THIS COMPETITION ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON- PROPRIETARY BASIS AND MAY BE USED BY PAYPAL, ITS AGENTS AND SUBSIDIARIES, FOR ADVERTISING AND PROMOTIONAL PURPOSES.

Entries that are mechanically reproduced, copied, illegible, incomplete, inaccurate, fraudulent or submitted by third parties are void. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void and may result in disqualification. If a dispute results as to the identity of an Entrant, the authorized account holder of the e-mail address associated with the selected Entrants Registration will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. Entrants may use the PayPal name in the App and description in a descriptive manner to describe the PayPal Services, Competition Website, PayPal websites and activities related to the PayPal websites. PayPal grants Entrants a limited, non-exclusive license to use the PayPal logo or certain intellectual property owned by PayPal in the App and description for purposes of the Competition only. In the event an Entrant wishes to use this App for any other purpose, he or she/they must follow standard procedures for using PayPal IP (including logos). Incomplete Entries or Entries not complying with these Official Rules are subject to disqualification. PayPal is not responsible for late, lost, incomplete, illegible, damaged, or misdirected Entries. PayPal’s decisions are final on all matters relating to this Competition. Any redistribution(s) by an Entrant of his/her App and/or description shall not include any reference to the Competition or, for those Entrants that are selected as winners, include any references to the fact that the Entrant was a winner without PayPal’s permission. If an Entrant changes his/her telephone number, email address, and/or street address after he or she enters the Competition, it is his/her sole responsibility to notify PayPal by email at developer@paypal.com to be received by the end of the Promotion Period.

4. DETERMINATION OF WINNERS: One (1) First Prize winner, one (1) Second Prize winner and one (1) Third Prize winner will be determined at the Event. Winners will consist of an individual Entrant or a Team. All eligible Entries will be judged by a panel of expert Judges (internal and external to PayPal) selected by PayPal in its sole discretion. The panel of judges will choose the winners at the end of the Event from among all valid Entries received for the Event. Judging will be based on the following criteria (the “Judging 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%. The Competition Website and PayPal Competition representatives

attending the Events can provide full details about the Judges. PayPal reserves the right to appoint new/substitute Judges for reasons outside its reasonable control (including, but not limited to, in the case of illness, unavoidable absence, or conflict of interest of any of the Judges). The top-scoring Entry at the Event will be declared a potential First Prize winner, subject to verification and compliance with these Official Rules. The second and third top-scoring Entries will be declared the Second and Third Prize winners respectively, subject to verification and compliance with these Official Rules. 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 Judging Criteria listed above. Decision of Judges is final and binding on all matters relating to this Competition. The odds of being selected as eligible to win a prize will depend on a combination of: (i) the total number of eligible Entries received for each Event during the Promotion Period and (ii) the score the Entry receives by the Judges in accordance with the Judging Criteria outlined above.

5. WINNER NOTIFICATION: Potential winners will be notified immediately following the Event, at the Event, or by email (please check your email and spam filters) or telephone using the contact information provided at the time of entry, or provided in subsequent notice of change of contact information, within ten (10) business days of the Event. Potential winners may be required to provide copies of Intellectual IP Releases (if applicable) and will be required to sign a declaration of eligibility and liability release and, where legal, a publicity release (collectively, the “Release”) and return same, properly executed, within forty-eight (48) hours via fax and within five (5) days of issuance of notification via regular postal mail. Failure to provide proof of eligibility, return any or all documents fully-executed within the specified time period, or if any notification is returned as undeliverable, will result in disqualification and a runner-up may be selected, who will be subject to disqualification in the same manner. PayPal may ask for proof from the winners to verify their identities. PayPal may also ask the winners to provide proof of their age and/or province of residence.

6. PRIZES: There are a total of three prizes available to be won (one (1) First Prize, one (1) Second Prize and one (1) Third Prize per Event (all determined by PayPal in its sole discretion):

First Prize: Eligibility for the winning individual Entrant or Team to compete in the BattleHack World Finals event held in November 2015 in San Jose, CA at PayPal Headquarters (the “Final Event”). The First Prize also includes roundtrip economy class air transportation from a major airport nearest to 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 the First Prize is \$1,700 USD. The 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 fulfillment. 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. See “Travel Restrictions on First Prize” section below for further information.

Second Prize: Each team member (up to four Team members) receives an Xbox One 500GB console or a comparable electronic gaming or tablet device. The ARV of the Second Prize is \$399 USD.

Third Prize: Each team member (up to four team members) receives 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.

Colour, style and model of Second and Third Prizes will vary and will be determined by PayPal in its sole discretion.

Each potential winner must have a PayPal Account in good standing in order to receive the prize. A prize will not be awarded to a winner with a locked, closed or restricted account. An Entrant may only receive one (1) Second or Third Prize. **All taxes and any other costs and expenses not specifically stated within these Official Rules are the sole responsibility of a winner.** A prize may not be transferred, substituted or redeemed for cash or otherwise, except at PayPal's sole discretion. Specifics of a prize are in PayPal's sole discretion. PayPal reserves the right, in its sole discretion, to award a prize of equal or greater monetary value. Allow 4-6 weeks for receipt of prize. Merchandise prizes are awarded "as is" and any and all guarantees and warranties on merchandise prizes are subject to the manufacturers' terms and conditions, and winners agree to look solely to such manufacturers for any such warranty or guarantee claim.

Travel Restrictions on First Prize

First Prize Winner ("Winner") must be able to travel on dates specified above by PayPal or prize will be forfeited and an alternate winner may be selected (and who will be subject to disqualification in the same manner). Trip is subject to air/hotel availability and confirmation of reservations; certain travel restrictions and blackout dates may apply. The trip may not be combined with any other offer. Airline and flight times to be selected by PayPal at its sole discretion. One or more stopovers may be required on air transportation. Air transportation, if applicable, and hotel accommodations must be taken together and cannot be taken separately. All travel and hotel arrangements must be made through PayPal's agent on a carrier of PayPal's choice. Winner must comply with all hotel check-in requirements including, without limitation, the presentation of a major credit card. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at PayPal's sole discretion. Winner must confirm available travel dates and flight times selected by PayPal at least three (3) weeks prior to travel dates. No extension or change of trip dates permitted. PayPal will not replace any lost or stolen tickets, travel vouchers, certificates or similar items once they are in winner's possession. If Winner lives within one hundred and sixty (160) kilometres of prize destination city, the air transportation portion of the prize will not be awarded and ground transportation will be substituted and no additional compensation will be provided. Winner must possess valid ID and is solely responsible for obtaining all necessary and required travel documents (passport, etc.) in order to travel. Releasees are not responsible if Winner is denied access to the aircraft or entry/re-entry into destination country. In such an event, Winner will be solely responsible for any expenses incurred and the Prize may be forfeited, in whole or in part. Releasees (defined below) shall not be responsible for any cancellations, delays, diversions or substitution 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 shall not be liable for any loss or damage to baggage. All airline tickets issued in conjunction with prize are not eligible for frequent flyer miles, or other reward point accumulation programs. 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. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the Release and/or prize travel documents. Winner will be responsible for all expenses not specifically described above as included in the Final Event trip, including but not limited to meals, telephone calls, baggage fees, in-room entertainment, insurance, tips and any other personal expenses and/or other incidentals.

7. PERSONAL INFORMATION AND CONDITIONS OF PARTICIPATION: PayPal will collect, use and disclose the personal information you provide when you enter the Competition for the purpose of administering the Competition and prize fulfillment. By entering this Competition, you consent to such collection, use, and disclosure of your personal information. The Competition Website may be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. For further information about PayPal's privacy practices, please see PayPal's Privacy Policy at: www.paypal.com.

All materials submitted in connection with the Competition will not be returned. By accepting a prize, a winner consents to the use of his/her name, city/province of residence, image, likeness, photograph, statements, voice and biographical material and Entry submission for advertising, publicity and promotional purposes by PayPal, or a party designated by PayPal, in relation to this Competition, in any and all media or format now or hereafter known including but not limited to, the world wide web, any online announcements, or for sharing this information with the press for viewing, whether TV or print, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Entrants agree to waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of Canada.

8. GRANT OF LICENSE: By participating in the Competition or submitting an App in a Competition event, Entrant agrees that, he or she is granting to PayPal an irrevocable, perpetual, royalty-free, non-exclusive license to: (1) use his or her name, picture, likeness, voice, biography and Entry (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; and (2) use, post, publish, adapt, edit and/or modify such App (and name in connection with your App) in the Competition and Entrant waives all his or her rights, including moral rights, in and to the App, without notice or compensation. **“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 refuse to use your App. PayPal may use your App without attributing it to you personally.

All Entries shall remain the property of Entrants. Neither Entrants nor winners shall be entitled to receive any compensation or credit for use of Entries, other than that disclosed in these Official Rules. By submitting an App, the Entrant acknowledges and agrees that PayPal may obtain many Entries in connection with this and/or other competitions staged and/or promoted by PayPal, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Competition and/or other competitions sponsored by PayPal or submitted for

other reasons or other materials developed by PayPal. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by PayPal may be similar to his/her Entry, or that any compensation is due to Entrant in connection with such Entry or other works used by PayPal. By submitting an App, Entrant hereby grants permission for the App to be posted on, the Competition Website, a PayPal website or other websites. Entrant agrees that Releasees are not responsible for any unauthorized use of Entries by third parties. Releasees do not guarantee the posting of any Entry.

9. REPRESENTATIONS AND WARRANTIES: Entrant represents and warrants the following: (i) that he or she is the original author of any and all Entry materials posted, uploaded, or otherwise sent to PayPal (modifying, enhancing or altering a third party's pre-existing work does not qualify as Entrant's original creation); (ii) the Entry will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iii) Entrants are prohibited from posting, uploading, or otherwise sending to PayPal any Entry material that infringes on any copyright, trademark or proprietary rights of another (including publicity and privacy rights); (iv) that the submission is not the subject of any actual or threatened litigation or claim; (v) that the Entry material is not obscene, offensive, libelous, pornographic, threatening, abusive, contains illegal content, or is otherwise objectionable, that would constitute or encourage a criminal offense, or that would otherwise give rise to liability or violate any law; (vi) that publication of the Entry via various media including web posting, will not infringe on any third party rights. If PayPal has reason to believe your Entry is not your own work, then PayPal may invalidate your Entry into the Competition.

Entrant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between Entrant and PayPal. In no way is Entrant to be construed as the agent or to be acting as the agent of PayPal in any respect.

10. LIMITATION OF LIABILITY: BY PARTICIPATING IN THE COMPETITION, ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS PAYPAL, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES, ANY SUPPLIERS OF MATERIAL AND SERVICES RELATED TO THE COMPETITION AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND SHAREHOLDERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE OR PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY, RESULTING FROM: (I) PARTICIPATING IN THE COMPETITION (INCLUDING ACCESS TO AND USE OF THE COMPETITION WEBSITE); (II) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY; (III) THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY OR (IV) ANY CLAIMS, DAMAGES, OR LOSSES INCURRED AS A RESULT OF A SUSPENSION, CHANGE OR CANCELLATION OF A COMPETITION;. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME,

OR PROFIT; LOSS OR DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. PARTICIPANTS AGREE THAT RELEASEES HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE COMPETITION OR THE PRIZE AWARDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELEASEES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PAYPAL WEBSITE AND RELEASEES SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS. THE PROVISIONS REGARDING IMPLIED WARRANTIES ARE VOID IN SOME PROVINCES WHERE IMPLIED WARRANTIES ARE PRESCRIBED BY LAW.

Releasees are not responsible for lost, late, incomplete, illegible, inaccurate, delayed, garbled, damaged, stolen or misdirected Entries, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access the Competition Website, inability to upload an application or complete and submit an online form, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of Entry information, whether caused by PayPal, users or by any of the equipment or programming associated with or utilized in the Competition or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Competition. Releasees are not responsible for printing, administrative, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or technical, pictorial, typographical or editorial errors or omissions contained herein and reserve the right, in their sole and absolute discretion, to correct such printing, administrative, or other error or any kind, or for any other reason. Entry materials that have been tampered with or altered are void.

11. GENERAL: All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. PayPal reserves the right to correct any typographical, printing, computer programming or operator errors. Should a winner make any false statement(s) in any document referenced herein, the winner will be required to promptly return to PayPal his/her prize, or the cash value thereof. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE COMPETITION WEBSITE OR ANY ONLINE SERVICE RELATED TO THE COMPETITION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PAYPAL RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. PayPal's failure to enforce any term of these Official Rules shall not constitute a waiver of such term or any other provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise

unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. PayPal reserves the right to disqualify any Entrant who violates or attempts to violate the rules or interferes with the Competition in any manner. If an Entrant is disqualified, PayPal reserves the right to terminate such Entrant's eligibility to participate in the Competition. Any attempt by an individual to access any website associated with the Competition via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

12. 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 the Entrant and PayPal in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Competition-related materials, including, but not limited to: the Competition Website and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

13. RIGHT TO VOID/TERMINATE/SUSPEND/MODIFY: PayPal reserves the right, in its sole and absolute discretion, and without prior notice, to terminate, suspend or modify this Competition, any constituent event of the Competition or these Official Rules, in whole or in part, at any time and without notice or obligation if, in PayPal's sole opinion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Competition, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of PayPal, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, PayPal may, in its sole discretion, void any suspect Entries and: (i) terminate the Competition, or any portion thereof; (ii) modify or suspend the Competition, or any portion thereof, to address the impairment and then resume the Competition, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (iii) award the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

14. WINNERS' LIST: For names of the winners, available after completion of the Final Event, visit <http://battlehack.org>.

15. SPONSOR: The Sponsor of this Competition is PayPal CA Limited, a Canadian corporation, whose address is Brunswick House, 44 Chipman Hill Suite 1000, Saint John NB E2L 2A9.