

# 2015 PayPal BattleHack Developers Competition Terms and Conditions

(Applicable to the residents of the European Union and Israel)

By entering or participating in a European Union or Israel-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 Pte. Ltd and its affiliates (collectively, "PayPal") reserve the right to change or add to these Terms and Conditions by posting an updated version on <http://battlehack.org>.

- 1. Eligibility.** The European Union and Israel-based events of the Competition are open for registration to residents of the European Union and Israel and teams of maximum four registrants aged 18 years or over. Employees (and their families) of any PayPal company, its affiliates, subsidiary companies, any representatives or agents of those companies and anyone else who may be professionally involved with the Competition or the organisation of any of the Competition local events listed on the Competition website (the "Event(s)") are not eligible to enter. PayPal reserves the right to verify the eligibility of registrants. The Competition promotion began at 12:00 AM GMT on the 1<sup>st</sup> of January 2015 and finishes at 12:00 AM GMT on the 31<sup>st</sup> of December 2015 ("Promotional Period").
- 2.** Eligible participants may participate individually or as a team with a maximum of four (4) eligible participants. One (1) first place prize, one (1) second place prize and one (1) third place prize will be awarded per Event. The winner of a first place prize will be the eligible participant (or team) that receives the highest score for their submission as determined by expert judges based on criteria listed below. Second and third place prize winners will be the eligible participant (or teams) that receive the second and third highest scores for their submissions, respectively. PayPal will only accept a limited number of eligible participants per Event on a 'first come first served' basis. This number will be specified for each Event on the Competition website.
- 3. 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 Terms and Conditions. By entering, 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 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. So if one member of a team does not comply with these Terms and Conditions or is disqualified, the team as a whole will be disqualified.
- 4. To enter the Competition to win a prize.** No purchase is necessary to enter or win a prize. You must submit to the PayPal Competition representatives attending the Event you are registered for and during such Event: a great application ("Contribution") to be used with the APIs of PayPal, Braintree or Venmo in relation to the theme defined by PayPal at each Event. You will have to present to the jury an original prototype of your Contribution during a time window defined at each Event. Only the

Contributions coming from registered eligible participants (or team) can be considered by the jury.

- 5. Intellectual Property Rights.** You agree that, in providing your Contribution you are granting to PayPal, or any of its affiliated companies, an irrevocable, perpetual, royalty-free, non-exclusive licence to use your name, picture, likeness, voice, biography and Contribution (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 Contribution in any way, including allowing others to use it. PayPal cannot guarantee that your Contribution will be used by PayPal and reserves the right to edit or refuse to use your Contribution. PayPal may use your Contribution without attributing it to you personally and, to the extent permitted under applicable law, you waive your moral rights (under UK copyright law this is your right to be identified as the author of the Contribution) in respect of your Contribution when used by PayPal.
- 6.** All Contributions shall remain the property of the eligible participant. However by submitting a Contribution, 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. 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 in and to your Contribution.
- 7.** You hereby represent and warrant that (i) the Contribution is your original work and was created by you, (ii) the Contribution has not won previous awards granted by PayPal; (iii) the Contribution 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 Contribution irrevocably and without restriction to PayPal, and (v) that publication of the Contribution via various media including web posting, will not infringe on the rights any third party rights. If PayPal has reason to believe your Contribution is not your own work, then PayPal may invalidate your entry into the Competition. You will indemnify and hold harmless PayPal from any claims in relation to your Contribution.
- 8.** You may not submit more than one entry per local Event. You may not win more than one prize (in addition to the final Event prize). Therefore, if you are the winner of a local Event you may not submit another entry to another local Event and you will only be eligible to compete in the final Event. The prizes are not transferable.
- 9. Determination of winners.** One (1) first place prize winner (individual or team), one (1) second place prize winner (individual or team) and one (1) third place prize winner (individual or team) will be awarded per Event. All eligible entries at each event 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 one (1) first place prize winner (individual or team), one (1) second place prize winner (individual or team) and one (1) third place prize winner (individual or team) at the end of each event from among all valid entries received for each event. Judging of the Contribution 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%. 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 each event will be declared a potential first place prize winner, subject to verification. The second highest scoring entry at each event will be declared a potential second place prize winner, subject to verification. The third highest scoring entry at each event will be declared a potential third place prize winner, subject to verification. 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. Decision of judges is final and binding on all matters relating to this Competition. A winner of a BattleHack event is ineligible to compete in another BattleHack event, except that first-place prize winners are eligible to compete in the Final Event.

**10. The Competition prizes:** winners will be awarded with prizes. You can obtain the list and full details of the prizes on the Competition website, at the Events and from the PayPal Competition representatives attending the Events. One (1) first place prize winner for each event: eligibility to compete in the BattleHack World Finals event held in November 2015 in San Jose, CA at PayPal Headquarters (the “Final Event”). The first place 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 the first place 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 fulfilment. Any difference between the stated ARV and the actual value, if any, will not be awarded. For clarity, if a first place prize winner is unable to attend the Final Event for any reason, PayPal is not obligated to provide an alternative prize. See “Travel Restrictions” section below for further information. One (1) second place prize winner: 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. One (1) third place prize winner: 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. Prizes are not transferable.

**11. Travel expenses to the final Event:** Where the winners’ prizes at the local Events include international travel to the Final Event, the winners attending the final Event must hold a valid passport and relevant Visas. When the prizes include travel to or through the United States, it is the winners’ responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorization (ESTA) no later than 72 hours prior to departure. The winners must visit the US Department of Homeland Security website and fill in the required information. Any changes to travel dates or additional accommodation outside the travel period specified in the prizes details, made by the winner, which incur additional costs, are to be paid by the prizes winners. 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 winners' expenses unless specifically advised otherwise.

12. Winners of the Competition will be notified during the Event or by telephone or email to the telephone number or email address provided to PayPal by winners within 10 working days of each Event. The prizes (or as the case may be, the means by which the prizes may be claimed) will be sent to the winners within 30 working days of notification (except for the final Event prize).

13. Entrants shall be responsible for ensuring that the contact details associated with their entry are up to date and accurate so they can be contacted if they win. If PayPal or its authorized agents are not able to contact the winners by midnight GMT 14 days after the first attempted notification, alternative winners may be chosen by the judges and the original winners' entitlement will lapse.

14. PayPal may ask for proof from the winners to verify their identity. PayPal may also ask the winners to provide proof of their age and/or country of residence.

15. The list of prizes and winners' names and countries of residence will be available on the Competition website.

**16. Taxes.** The value of any prize to winners may be reported for tax purposes as required by applicable law. However, winners are solely responsible for the payment of any and all taxes and/or fees as well as all additional costs that may be incurred. PayPal shall not be liable for the payment of any tax or fees 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.

17. If PayPal has suspicions or knowledge that any entrant has been involved in any fraudulent or illegal activity PayPal reserves the right to disqualify that entrant and any related entrants.

18. PayPal may also disqualify any entrant that does not act in accordance with these Terms and Conditions or PayPal's rules and policies.

19. Entries, lists and or prizes may be withdrawn by PayPal from people using the Competition in a way in which PayPal deems inappropriate at its sole discretion.

20. If an entrant has a PayPal account, that entrant must not be in breach of PayPal's User Agreement at any time and their PayPal account must be in good standing at all times.

21. PayPal reserves the right to suspend, change or cancel the Competition at any time as it may determine in its sole discretion. This includes, without limitation, the ability to substitute a prize with another prize of equivalent or greater value if necessary, or to change the specification of the prize if circumstances require it, or to change the entry methods, or entry limit or to change the duration of the Promotional Period.

22. PayPal or the prize providers reserve the right to add additional terms and conditions for certain prizes awarded as a part of this Competition. For the final Event prize, additional applicable terms and conditions will be posted on the Competition website before the date of the final Event.

23. PayPal shall not be liable, in contract or tort (including negligence) or the breach of statutory duty or in any other way, for the loss or damage howsoever

arising suffered by the entrant resulting directly or indirectly from entry to this 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, unauthorized 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 claims, damages, or losses you may incur as a result of a suspension, change or cancellation of a Competition;
- (f) any tax liability incurred by a winner or entrant; or
- (g) use of a prize.

Nothing in these Terms and Conditions shall limit PayPal's liability for death, personal injury or fraud.

24. PayPal does not accept, and is not responsible for, any lost or delayed entries. PayPal reminds entrants of the nature and limitations of the Internet and is not responsible for any problems or technical malfunctions of any communications network, online system or computer hardware, software or any other technology used for the purpose of the Competition that may affect entry to the Competition or receipt of prizes.

25. Although PayPal will use reasonable efforts to ensure that all information relating to the Competition ("Promotional Material") is accurate, PayPal is not responsible for any problems or technical malfunctions of any communications network, online system or computer hardware or software failure or failure of any other technology used for the purpose of the Competition that may affect PayPal's operation of the Competition or the PayPal site, including without limitation the accuracy of any Promotional Material.

26. PayPal may use third parties to facilitate one or more elements of this Competition and may provide some of your personally identifiable information to them. These third party service providers are subject to confidentiality agreements with PayPal and other legal restrictions that prohibit the use of the information PayPal provides them for any other purpose except to facilitate the specific outsourced PayPal related operation. See the PayPal Privacy Policy (accessible via the Legal Agreements footer on most pages at [www.paypal.co.uk](http://www.paypal.co.uk)) for further information, which also applies to and is incorporated into these Terms and Conditions.

27. English Law governs these Terms and Conditions.

28. The promoter is PayPal Pte. Ltd., a company incorporated in Singapore, with registered number 200509725E and registered address at 5 Temasek Boulevard, #09-01, Suntec Tower Five, Singapore 038985.