

2015 PayPal BattleHack Developers Competition Terms and Conditions

(Applicable to the residents of Japan)

- 1. Eligibility.** The 2015 PayPal BattleHack Developer's Competition in Japan (the "Competition") is open for registration to residents of Japan aged 20 years or over to enter the Competition individually or in teams of maximum four (4) registrants. 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 local competition events listed on the URL, <https://battlehack.org> (the "Competition Website" and such events on the Competition Website, the "Event(s)"), are not eligible to enter. PayPal reserves the right to verify the eligibility of registrants.

The Competition in Tokyo begins on June 13, 2015, and finishes on June 14, 2015 (the "Competition Period"). Individuals and teams entering or participating in the Competition agree to be bound by the terms and conditions set forth herein (these "Terms and Conditions"). PayPal, Inc. and its affiliates (collectively, "PayPal") reserve the right to change or add to these Terms and Conditions by posting an updated version on the Competition Website. Registrants entering or participating in the Competition who meet the eligibility requirements described in these Terms and Conditions are hereinafter referred to as "Eligible Participants" or if such Eligible Participants constitute a team, the "Eligible Team".

- 2.** Eligible Participants may participate in the Competition individually or as members of an Eligible Team. Each Eligible Team may consist of no more than four (4) Eligible Participants. One (1) first place prize, one (1) second place prize and one (1) third place prize will be awarded at the Competition. The winner of the first place prize will be the Eligible Participant (or the Eligible 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 Participants (or the Eligible Teams) that receive the second and third highest scores for their submissions, respectively. PayPal will only accept a limited number of Eligible Participants and Eligible Teams for the Competition, and will do so on a 'first come first served' basis.
- 3. If you enter the Competition as a member of an Eligible Team,** you understand and agree that, in order for a team to be eligible to participate, all members of the team must meet the eligibility criteria contained in these Terms and Conditions. By entering the Competition, you, as the Eligible Participant, represent and warrant that you have obtained the appropriate agreements and/or approvals by your team members to comply with these Terms and Conditions. In addition, you understand and agree that if an Eligible Team is selected to receive prizes, that team is responsible for ensuring that the prize will be appropriately distributed to each member of that 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 may be disqualified.

- 4. To enter the Competition to win a prize.** No purchase is necessary to enter or win a prize. To participate in the Competition, you must register at the Competition Website. To be eligible to win a prize, during the Competition, you must submit to the proper PayPal Competition representatives a great application (“Contribution”) to be used with the APIs of PayPal, Braintree or Venmo in relation to the theme defined by PayPal at the Competition. You must present to the Competition’s panel of judges an original working prototype of your Contribution during a time window defined at the Competition. Only the Contributions coming from Eligible Participants (or Eligible Teams) can be considered by the panel.
- 5. Intellectual Property Rights.** You agree that, in providing your Contribution, you are granting to PayPal an irrevocable, perpetual, royalty-free, non-exclusive license to use your name, picture, likeness, voice, biography and Contribution (or any part thereof) 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 rights to be identified as the author of the Contribution when used by PayPal.
- 6.** All Contributions shall remain the property of the Eligible Participant or the Eligible Team, as applicable. However, each Eligible Participant or Eligible Team agrees that PayPal may, without any limitation or compensation, use his or her name, voice and/or likeness in any and all media for the purpose of advertising and promoting the PayPal websites, the Competition and Events, or any other promotion sponsored by PayPal. Additionally, by submitting the Contribution, you acknowledge that PayPal may obtain many other Contributions under this Competition and that such Contributions 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 or other intellectual property right in and to your Contribution.
- 7.** You hereby represent and warrant that (i) the Contribution is your original work and was created by you (either as an Eligible Participant or as part of the Eligible Team), (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) the publication of the Contribution via various media including web posting, will not infringe on the rights of any third party. If PayPal has reasons to believe your Contribution is not your own work, then PayPal may, in its sole discretion, invalidate your Contribution into the Competition. You shall indemnify and hold harmless PayPal from any claims in relation to your Contribution.

8. You may not submit more than one Contribution at the Competition. You are only eligible to receive one prize at the Competition and if you have received a prize at an Event, you will not be entitled to an additional prize (this excludes any prize you might receive at the Final Event). Therefore, if you win a prize at an Event, you may not submit an entry to another Event. The prizes are not transferable.
9. **Determination of winners.** The panel of judges (which may be internal and external to PayPal) will choose one (1) winner at the end of the Competition from among all valid Contributions received at the Competition. Judging of the Contributions 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 Competition can provide full details about the judges. PayPal reserves the right to appoint new/substitute judges for reasons outside of 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 Competition will be declared a potential first 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. Decisions of judges are final and binding on all matters relating to the Competition. First-prize winners are eligible to compete for the grand prize in the Final Event (as long as they meet all other applicable eligibility requirements).
10. **The Competition prizes:** You can obtain a list and full details of the prizes on the Competition Website, at the Competition and from the PayPal competition representatives. The first prize winner of the Competition (either an Eligible Participant or an Eligible Team) will be eligible 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 includes roundtrip air transportation from a major airport nearest the winner’s home to San Jose, CA for the Final Event, a 3-day hotel accommodation during the Final Event and transfers to and from the Final Event. The Approximate Retail Value (“ARV”) of the first prize (for the winning Eligible Participant or each member of the winning Eligible Team) 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. The first prize is subject to additional terms and conditions associated with the Final Event, which will be posted on the Competition Website before the date of the Final Event. See “Travel Restrictions and Travel Expenses to the Final Event” section below for further information. The second prize winner of the Competition (either an Eligible Participant or each member of an Eligible Team) will receive an Xbox One 500GB console or a comparable electronic gaming or tablet device. The ARV of the second prize (for the winning Eligible Participant or each member of the winning Eligible Team) is \$399 USD. The third prize winner of the Competition (either an Eligible Participant or each member of an Eligible Team) will receive an Adafruit ARDX starter kit with uno r3 Arduino board, Ethernet shield, and micro sd connector, or a

comparable device. The ARV of the third prize (for the winning Eligible Participant or each member of the winning Eligible Team) is \$130 USD. Prizes are not transferable.

- 11. Travel Restrictions and Travel Expenses to the Final Event:** Where the Eligible Participant or the Eligible Team winning a prize at the Competition includes international travel to the Final Event, each such winner attending the Final Event must hold a valid passport and relevant Visa and must comply with all United States law when entering the country. It is the winners' responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program (if applicable) 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 prize details, made by a winner, which might incur additional costs, is to be paid by such individual. 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 each winner's expense unless specifically advised otherwise. Each winner is responsible for providing a credit card with international charging capabilities, as required by any hotel providing accommodations related to the Competition, to cover incidental expenses and other applicable charges.
- 12.** Winners of the Competition will be notified during the Competition or by telephone or email within 10 working days after the Competition at the telephone number or email address provided to PayPal. 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.** Each Eligible Participant shall be responsible for ensuring that the contact details associated with his/her entry are up to date and accurate. If PayPal or its authorised agents are not able to contact the winners within 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 winners' names will be available on the Competition Website after the Final Event.
- 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 Eligible Participant has been involved in any fraudulent or illegal activity, PayPal reserves the right to disqualify such Eligible Participant and all members of the relevant Eligible Team.

- 18.** PayPal may also disqualify any Eligible Participant that does not act in accordance with these Terms and Conditions, PayPal's rules and policies or any law or regulation of the jurisdiction of the site of the Competition, and in such case, the members of the relevant Eligible Team may also be disqualified.
- 19.** Entries, lists and/or prizes may be withdrawn by PayPal from Eligible Participants using the Competition in a way in which PayPal deems inappropriate, in PayPal's sole discretion.
- 20.** If an Eligible Participant has a PayPal account, that Eligible Participant must not be in breach of PayPal's User Agreement at any time and such 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 Competition Period.
- 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. Additional terms and conditions applicable to the Final Event 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 any loss or damage, howsoever arising, suffered by the Eligible Participant that results directly or indirectly from the Competition. 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 any entrants and Eligible Participants 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 the 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.com/jp) for further information, which also applies to and is incorporated into these Terms and Conditions.

- 27.** Singaporean law governs these Terms and Conditions. In the event these Terms and Conditions are posted in multiple languages, the English language version shall control.
- 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.