

2015 PayPal BattleHack Developers Competition – United States

Terms and Conditions

By entering or participating in a United States-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: No Purchase Necessary. The United States-based events of the Competition are open to all residents of the fifty (50) United States and the District of Columbia who are 18 years of age and older and who are physically located and reside in the United States or District of Columbia ("Eligible Participant"). Void in Puerto Rico and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members, of PayPal, Inc. ("PayPal"), its parent company, affiliates, subsidiaries, divisions and advertising and promotion agencies are not eligible to enter. Competition is subject to all federal, state and local laws. U.S. law governs this Competition.

2. COMPETITION TIMING/DESCRIPTION: The Competition begins at 12:00:00 AM Pacific Time (PT) on January 1, 2015 and ends at 11:59:59 PM PT on December 31, 2015 (the "Promotion Period"). There will be four (4) United States-based events that will take place in the following areas throughout the Promotion Period: California (Los Angeles, February 28–March 1, 2015), Illinois (Chicago, June 27–28, 2015), New York (New York City, August 8–9, 2015) and North Carolina (Raleigh, April 18–19, 2015). Eligible Participants may participate individually or as a team with a maximum of four (4) Eligible Participants per team. One (1) first prize, one (1) second prize and one (1) third prize will be awarded per event in each of the U.S. regions listed above. The winner of a first 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 prize winners will be the Eligible Participants (or teams) that receive the second and third highest scores for their submissions, respectively. Each member of prize-winning teams will receive the respective prize.

3. HOW TO PARTICIPATE IN THE COMPETITION: To participate in the Competition, you must register for an event at <http://battlehack.org>. You will need to include the email address associated with your PayPal account, name and mailing address. PayPal will only accept a limited number of entrants per event. During the event for which you have registered, you must submit to the PayPal Competition representatives attending the event an application (the "App," "Application" or "Entry") 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 an original project/prototype 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 Application must be performed during the time window defined at the Competition event. **You may not perform any work on your Application prior to the time window defined at the Competition event or your Entry will be disqualified at the sole discretion of the Sponsor.** Judges can consider only Apps coming from registered individuals/teams. All components of each Entry must be submitted in accordance with these Official Rules. You may not submit more than one (1) Entry to each event, whether you are an individual entrant or part of a team. An Eligible Participant (or team) must be the sole owner of the App submitted. Individuals and/or teams deemed

winners at one event cannot compete in another, separate event, except that first prize winners are 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 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 a prize, the team is 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 final prize. The eligibility of an Entrant 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.

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 person 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 (including, without limitation, 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) 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 ELIGIBLE PARTICIPANTS 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 or inaccurate are void. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. If a dispute results as to the identity of an entrant, it will be determined that the Entry was submitted by the natural person assigned to the Developer ID number. Entrants may use the PayPal name in the App and description in a descriptive manner to describe the PayPal Services, PayPal websites and activities related to the PayPal websites. PayPal grants Eligible Participants 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 Eligible Participant wishes to use this App for any other purpose, he/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. PayPal reserves all rights, including the right to edit, publish, use, adapt, modify, or dispose of any application/description, proper names, likenesses, and

photographs for advertising and promotional purposes in all media (including, but not limited to, the internet) without additional compensation, except where prohibited by law. If an entrant changes his/her telephone number, email address, and/or street address after he/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 (individual or team) will be determined for each event. All eligible entries at each event will be judged by a panel of expert judges (internal and external to PayPal) selected by the PayPal in its sole discretion. The panel of judges will choose one (1) winner at the end of each event from among all valid entries received for each event. Judging 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 Prize winner, 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 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-prize winners are eligible to compete in the Final Event, as described below.

5. WINNER NOTIFICATION: Potential winners will be notified immediately following each event, at the event, or by email or telephone using the contact information provided at the time of entry, or provided in subsequent notice of change of contact information, within 10 business days of each event. If PayPal or its authorized agents are not able to contact the potential winners by midnight Pacific Time 14 calendar days after the first attempted notification, alternative winners may be chosen by the judges and the original winners' entitlement will lapse. Potential winners may be required to provide copies of Intellectual Property (IP) Releases (if applicable) and will be required to sign an affidavit of eligibility and liability release and, where legal, a publicity release and a federal and state tax release and return same, properly executed, within 48 hours via fax and within five (5) days of issuance of notification via regular U.S. Mail. Failure to 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. 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.

6. PRIZES: One (1) first 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 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 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 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 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 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.

Each potential winner with a PayPal account must have a U.S 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) 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 or substituted, 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 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

Winner must be able to travel on dates specified above by PayPal or prize will be forfeited and an alternate winner may be selected. Winner must sign travel release prior to traveling. 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 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. Winner must confirm available travel dates and flight times selected by the 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 the winner lives within 100 miles 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. PayPal, its affiliates, subsidiaries, divisions, advertising and promotion agencies, and Tenthwave Digital LLC 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. 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 affidavit and release and/or prize travel documents. Costs for room and tax only based on one room; meals, telephone calls, baggage fees and other incidentals are not included.

7. CONDITIONS OF PARTICIPATION: PayPal will collect information from the entrant for the purpose of this promotion and may attempt to contact entrant, unless entrant has previously opted out from receiving marketing communications from PayPal. All materials submitted in connection with the Competition will not be returned. By participating, entrants agree to be bound by these Official Rules including all eligibility requirements. By accepting a prize, winner consents to the use of his/her name, image, likeness, photograph, voice and biographical material and Entry submission for advertising, publicity and promotional purposes by PayPal, or a party designated by PayPal, in any and all media

now or hereafter known including but not limited to, 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 abide by the terms of these Official Rules and the decisions of the judges, which are final, and waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of the State of California.

8. GRANT OF LICENSE: By submitting an App in a Competition event, entrant agrees that, he/she is granting to PayPal an irrevocable, perpetual, royalty-free, non-exclusive license to use his/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. "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.

All Entries shall remain the property of entrants. Each entrant agrees that PayPal may, without any limitation or further 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, or any other promotion, sponsored by PayPal. 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 the entrant 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 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: 1) that he/she is the original author (or represents and warrants that the owner of such rights has expressly granted any and all rights to the entrant) 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); 2) the Entry will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. 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); 3) that the submission is not the subject of any actual or threatened litigation or claim; 4) 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; 5) that publication of the Entry via various media including web posting, will not infringe on the rights 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. You will indemnify and hold PayPal harmless from any claims in relation to your Entry.

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: ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS PAYPAL, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES 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, RESULTING FROM PARTICIPATING IN THE COMPETITION OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. 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. 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 or postage-due mail or submissions, 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 a 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. Entry materials that have been tampered with or altered are void. PayPal reserves the right, in its sole discretion, to cancel or suspend part or all of the Competition at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Competition, or if any virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Competition or for any other reason in its sole discretion. In such event, PayPal may void any entries it suspects are at issue and award the prize from among all non-suspect eligible entries received up to the date of cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE 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. PayPal reserves the right to disqualify any entrant who violates 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.

Without limiting the generality of the foregoing, each Eligible Participant agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the Entry.

PayPal reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Competition, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason.

11. 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 participant and PayPal in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

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 Website and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

PayPal reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Official Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the PayPal, in its sole and absolute discretion, affect the proper administration of the Competition as contemplated in these Official Rules.

12. WINNERS' LIST: For names of the winners, available after completion of the Final Event in November 2015, visit <http://battlehack.org>.

13. SPONSOR: The Sponsor of this Competition is PayPal, Inc., 2211 North First Street, San Jose, CA 95131.