

## “TIZEN DEVLABS APP CHALLENGE” CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Internet access is required to enter.

**1. DESCRIPTION AND EVENTS:** The “Tizen DevLabs App Challenge” is a skill-based contest (the “Challenge”). Prior to the Challenge, a DevLab “event” will be held in three select cities, during which registered eligible attendee developers (“participants” or “you” or “entrants”) will be trained on the Tizen Operating System, SDK and APIs (“Tizen”) and asked to create new apps and/or port their existing eligible apps to the Tizen platform (“app”). Thereafter, eligible event attendees who elect to and are eligible to participate in the Challenge will have a designated period of time in which to further develop their app, submit and have it accepted (made publically available for sale) in the Tizen Store (“Store” or “Seller Office”) and complete the Entry Form in order to be eligible for the contest. After which time, the app “entry” will be considered and judged pursuant to the criteria established herein, and winners selected for each event, within each Category, as provided herein.

**EVENTS AND REGISTRATION:** The DevLab event is anticipated but not guaranteed to be held as follows: on or about February 28, 2015 in Paris, France. It is anticipated that the event will start at approx. 10 am (event local time) and end approx. 6:30 pm the same day. Specific location and venue will be announced on the event registration page at <http://tizendevlabs.bemyapp.com/> and may be subject to change or cancellation. Dates, venues and location cities are subject to change, exclusions and/or additions in Sponsor’s sole and absolute discretion. Prior to being allowed to participate in an event, you must register for the event on or before 9 am (event local time) on the day of the event (“Registration Period”). Participation is limited, so event registration may close before the end of the Registration Period. Registration will require you to agree to any terms of the event, select an event city, provide your information and a short description of your app and in which category it falls (new development or ported). On the day of the DevLab, you will be asked whether or not you wish to further participate in the Challenge, in accordance with the terms herein. Once the entry deadline has passed you will not be eligible to enter the Challenge. Your app will be entered into the Challenge upon compliance with the Entry Requirements herein (including acceptance and availability for sale in the Store (as stated herein) and your completion of the Entry Form and Completion Form). You may participate in one (1) event only. You must be an event attendee in order to compete in the Challenge. Attendees who leave, are disqualified, ejected or otherwise fail to complete an event will not be eligible for the Challenge. Participation in an event is at the sole cost and expense of attendees. Attendees may not use the event to market any goods or services.

**2. SPONSOR/PROMOTION PARTNERS:** The Challenge is sponsored by The Linux Foundation (“The Linux Foundation” or “Sponsor”), with its principal place of business at: 660 York Street, Suite 102, San Francisco, CA 94110; in association with Samsung Electronics (“Promotion Partner”) whose representatives will be appointed to the judging panel for the Challenge.

**3. AGREEMENT:** Event attendees who elect to further participate in the Challenge must agree to be bound by these Official Rules (also found at <http://tizendevlabs.bemyapp.com/paris-rules.pdf>) and all Challenge related communications from the Sponsor (collectively the “Rules”), and the decisions of the Sponsor (including its authorized representatives) and Judges which are final and binding in all respects. In order to participate, each Participant must click the “I understand and agree” box on the Challenge registration webpage. Once the Participant clicks the “I understand and agree” box, the Rules form a binding legal agreement between each Participant and Sponsor with respect to the Challenge and the entry submission (referred to herein as an “entry,” the “app” or “application” and/or

“submission”) made by the Participant. Participants may not submit an entry to the Challenge and are not eligible to receive the Prizes described in these Rules unless they agree to be bound to the Rules and are determined to be eligible and compliant therewith. By participating, Participant accepts the Rules on his/her own behalf and on behalf of his/her successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights by, from or through Participant (“interested parties”).

Participate in the Challenge only if you are an eligible individual with full rights to do so, or from a company with full rights to do so (a business, organization, corporation, institution or other entity which may or may not be comprised of more than one individual) (“business entity”) (each is referred to herein as a “Participant” or “entrant”). Only one (1) prize will be awarded per entry regardless of the number of individuals involved in creating the entry. By submitting an app on behalf of a business entity, entrants affirmatively agree that they have been asked to do so on behalf of their employer, and any prize award will be provided to the business entity and not the individual who submitted the app. Similarly, by submitting an app worked on by a group of individuals, entrant affirmatively agrees that they have been asked to do so on behalf of all applicable individuals, and any prize award will be provided to the individual entrant who submitted the app who will be solely responsible for disbursement of the prize amongst all other applicable individuals. The same submission cannot be entered into this Challenge more than one time, by more than one Participant, and in such event, one or both Participants and one or both submissions may be disqualified. Promotion Entities disclaim all responsibility and liability relating to all of the above; by entering Participants agree to release, indemnify, defend and hold them harmless in all respects relating thereto.

**IMPORTANT NOTICE:** Participants have the responsibility to review and understand their employer’s policies, laws, rules and/or regulations, tax implications, and any other limitations (collectively “policies”) regarding Participant’s eligibility to participate in promotions and/or receive prizes in connection therewith. Furthermore, if a Participant enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such policies, Sponsor may, in its sole discretion, disqualify the Participant and forfeit their prize, if applicable. Promotion Entities disclaim all responsibility and liability relating to the above; by entering Participants agree to release, indemnify, defend and hold them harmless in all respects thereto.

**4. ELIGIBILITY:** The Challenge is open to registered event attendees who have agreed to be bound to these Rules, are under no conflicting contractual or legal restriction to enter, and who 18 or are the legal age of majority, at the time of entry, to form valid contracts in their respective country, province or state of legal residence (whichever is older) in an eligible Country. **THIS CHALLENGE IS VOID TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR OTHERWISE PROHIBITED OR RESTRICTED BY LAW.**

Employees, officers and directors of: (i) The Linux Foundation, (ii) Samsung Electronics, (iii) Judges, and (iv) BeMyApp and any other advertising and promotion agencies, prize suppliers, and those individuals and entities involved in the preparation of materials for, administration and/or execution of the event and/or the Challenge (all collectively the “Promotion Entities”), and (v) the immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the Promotion Entities are not eligible to participate in the Challenge.

Furthermore, “sourced apps” developed at the request of, hired by (in whatever capacity), funded or compensated, partially or fully, supported, or under contract at any time with or by Samsung are not eligible for submission into this Challenge. Any such application will be disqualified. Nothing contained in the aforementioned shall restrict or be deemed to restrict an individual who created a “sourced app” from participating in this Challenge provided they and their app submission are eligible.

**5. PROMOTION AND DEADLINE PERIODS:** The Challenge begins on or about February 28, 2015 and ends on April 27, 2015. (“Promotion Period”).

For purposes of the Challenge, entries must be submitted into the Store as provided herein between 12:00 am CET on February 28, 2015 and 11:59 pm CEST on April 27, 2015 for the Paris event (the “Entry Period”).

**Entries for the Paris event MUST be accepted “For Sale” (certified) in the Store on or before 11:59 pm CEST on April 30, 2015, or will not be eligible.** Please take into account in submitting your entry, there may be up to a 48 hour (or more) delay between submission of an app into the Store and acceptance “For Sale.”

Entries must be received by Sponsor in accordance with the times, procedure and approved channels stated herein, or will not be eligible. All times relating to the Challenge are event local time or Pacific Time, as stated. The Tizen Store server shall be the official time keeping device for the Entry Period determination in the Challenge. PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE APPLICABLE TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

Judging of eligible submissions for the Paris event will be conducted between approximately May 2, 2015 and May 15, 2015, unless shortened or extended as necessary due to exigencies of the circumstances as deemed necessary by Sponsor.

**6. ENTRY REQUIREMENTS INCLUDING CERTIFICATION BY STORE AS A PRE-REQUISITE FOR ENTRY:** During the Entry Period, in order for the app to be considered for entry into this Challenge eligible Participants must:

- Register for this Challenge by completing the information requested in the official entry form provided at <https://www.tizen.org/events/devlabs/paris-2015/devlab-app-challenge-entry-form> by 11:59 pm CET on February 28, 2015 (“entry”), including a specific description of the app Participant worked on at the DevLab and that will be submitted into the Challenge.
- Register for an account at the Tizen Store (or may already have an account) and submit their app (which must be available in English) and receive a Content ID by 11:59 pm CEST on April 27, 2015;
- Submit the Content ID of the app as assigned by the Tizen Store using the official Completion Form provided at <https://www.tizen.org/events/devlabs/paris-2015/devlab-app-challenge-completion-form> by 11:59 pm CEST on April 27, 2015; AND
- Have the app pass certification and be publically available “For Sale” in the Store (<http://seller.tizenstore.com>) by 11:59 pm CEST on April 30, 2015.

Participants must acknowledge in the entry form whether they are submitting as an individual, or on behalf of individual (private seller) or business entity (corporate seller), and must agree to be bound to

the Rules and the decisions of the Sponsor/Judges. It is the Participants sole responsibility to ensure Sponsor has current contact information. Participants must provide in the completion form the authorized, unique identifier assigned to their app upon acceptance in the Store. In general, the entry will be deemed made by the Participant identified on the entry form for purposes of the Challenge. In the event of a dispute, the entry will be deemed made by the Participant associated with the app's unique Store assigned identifier. In whole or in part invalid, non-compliant or incomplete entries will not be considered. Sponsor may but is not obligated to request that an entry be re-submitted for corrective reasons, so long as it complies with these Rules and is submitted by the same, eligible Participant within the Promotion Period.

The app in the Store must be substantially the same app as that described on the entry form and created/submitted during the DevLab event for this Challenge. The Category (as defined below) in which the app is offered in the Store will be the Category in which the entry will be judged for purposes of this Challenge. There is no purchase necessary to submit the app to the Store, or this Challenge. Non-compliance with any terms, conditions or other requirements of the Store will mean your app is ineligible for submission to the Challenge.

In addition, the app must, amongst other things: be available in English; use the Tizen SDK, APIs, and Web Runtime to the greatest extent possible; in the event third party software is used (such as external libraries or services), they should be clearly identified with their version as well as the applicable terms of licenses and any and all other details concerning their use (the work shall in no way infringe or cause the user to infringe on a third party's intellectual or other property rights); operate in Tizen SDK version 2.3; pass the Store certification process which may include agreement to all terms, conditions and agreements required by the Store including but not limited to the Terms and Conditions of the Tizen Seller Office and the Terms and Conditions of Tizen Account all of which are merged herein. Proof that an entry is uploaded, or is available and certified in the Store is not proof or evidence that the app and/or Participant is eligible for the Challenge.

Further, by entering this Challenge, Participants hereby represent, warrant and covenant (as applicable), and agree to produce written evidence of such if requested, that:

- (i) The entry, in whole and in part, does not violate or infringe upon any proprietary or intellectual property rights, including copyrights, trademarks, patents, trade secrets, industrial property rights, personal or moral rights, or any other rights whatsoever of any person and/or entity;
- (ii) The entry, in whole and in part, is submitted to the Challenge by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the entry or any part thereof, who are depicted (directly or indirectly) in the entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the entry and its use pursuant to the Rules;
- (iii) Participant has all other rights, licenses, permissions and consents necessary to submit the entry and to grant all of the rights granted to the Promotion Entities in these Rules (and in any written Agreement signed by Participant), and the exercise thereof by the Promotion Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or

payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;

(iv) The entry in whole or in part contains no malware, including viruses, trojans, worms, spyware or any other harmful software, code or other devices; and

(v) The entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly sensitive, or illegal content (including but not limited to gambling (in China), and/or technology or other content that is prohibited from export), content of an obscene or menacing character, and does not otherwise offend against reasonable standards of taste and decency.

In order to be eligible for this Challenge, the submitted entry, in whole and in part (and its developer/Participant) must comply with all other terms stated in the Rules and the Store. By submitting an entry, Participants agree the Promotion Entities are not responsible for, and shall be indemnified, defended, released and held harmless for/from any claims, actions or disputes between a Participant and any other Participant and/or third party or entity relating to the entry, in whole or in part.

**7. CATEGORIES:** There are two (2) separate Categories: (i) New apps – applications that have been developed for the Tizen platform first; and (ii) Ported apps – applications that have been developed for other platforms but have been adapted to run on Tizen. Eligible entries will be judged and prizes may be awarded for each Category. Categories may not be modified.

Participants may enter more than once, in one or more Category, but all entries must be eligible and entirely unique and different (in Sponsor's determination).

**8. GENERAL ENTRY CONDITIONS:** For purposes of the Challenge and pursuant to these Rules, unless otherwise specified, all materials and information submitted by an eligible Participant, in any and all media and medium will collectively constitute the "entry". Once submitted an entry may not be cancelled or deleted, and will not be returned. The entry as a whole will be considered and judged, but may be posted, viewed and used by the Promotion Entities in whole or in part, as provided herein and by others interested in, involved with, or administering the Challenge. Participants assume all risk of ineligible, damaged, lost, late, incomplete, invalid, incorrect, incompatible, non-functioning, or misdirected entries, in whole or in part. SPONSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH ITS ABILITY TO IN ANY WAY ENABLE, DEVELOP, MARKET OR PROMOTE THE PARTICIPANT, THE ENTRY, NOR THE IDEAS OR TECHNOLOGY EMBODIED OR SET FORTH IN THE ENTRY, IN WHOLE OR IN PART.

**Without limitation, Sponsor reserves the right to immediately disqualify and/or remove at any time (before, during or after the event and/or Challenge) any entry and/or Participant for any reason in its absolute discretion. Without limiting the foregoing, if at any time a Participant and/or winner is found to have breached, violated or failed to comply with these Rules (or any subsequent agreement), in whole or in part, at any time, or is or found at any time to have been ineligible, they will be immediately disqualified and agree to immediate return in full any and all prizes to Sponsor (if applicable).**

Participants understand, recognize and accept that, without fault of the Promotion Entities, other persons may have provided one or more of the Promotion Entities, Store, or others, or made public, or may in the future submit, or make public, materials that are the same or similar to Participant's entry. Further, Participants have independent access to, may create or have created technologies, methods,

materials and ideas which may be similar or identical in whole or in part to another entry in concept, code, theme, idea, format or other respects. In the event that an entry is identical or similar to the entry of another Participant, the Promotion Entities reserve the right to score one entry higher than the other, subject to the judging criteria set forth herein, in the discretion of Sponsor and Judges. Entries may not be acknowledged and will not be received or held “in confidence” or “in trust” and by submitting an entry it does not create a confidential relationship or obligation of secrecy between Participant and any of the Promotion Entities. Participants will not now or in the future be entitled to any approval, rights of compensation, or any other payment; unless adjudged and verified a winner pursuant to these Rules, and in such event, only to the extent of the prize award. Further, Participants and winners agree that by submitting an entry and/or receiving a prize in the Challenge does NOT give rise to or in any way create, either express or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between them and any one or more of the Promotion Entities, or any other person or entity. The Promotion Entities disclaim all responsibility and liability relating to all of the above; by entering Participants agree to release, indemnify, defend and hold them harmless in all respects thereto.

**9. JUDGING CRITERIA/WINNER SELECTION:** Eligible entries received by Sponsor will be judged by a panel of subject matter experts in the fields of software development and/or technology innovation selected by the Sponsor and Promotion Partner using the following judging criteria (“Judging Criteria”) scored from 1-10, 10 being highest.

1. **Entertainment or Usefulness:** useful or enjoyable to the users; 2. **Visual Design:** aesthetic and attractive graphic designs; 3. **User Experience:** ease of use, clear and user-friendly experience with good navigation; 4. **Innovation:** thinks outside the box, something new and creative. For ported apps functional/visual similarities with the original app will be taken into the evaluation criteria.

Winners will be selected within each Category based on their highest combined score in accordance with the Judging Criteria. Assuming sufficient eligible entries are received in each respective Category, the entries receiving the highest aggregate scores will be the potential Grand Prize winners of the Category, the entries with the next highest scores will be the potential First Prize winners within the Category. Any and all prize awards are dependent upon and subject to verification of eligibility and compliance with these Rules. In the case of a tie, the tie will be broken (among the tied entries within that Category) by the highest score in the Entertainment/Usefulness criteria, and if a tie still remains the tie will be broken (among the remaining tied entries within that Category) by the entry with the highest score in the Visual Design criteria, and so on. If any Participant selected as a potential prize recipient for a given Prize is disqualified for any reason, the next highest-scoring Participant in that Category as applicable, will be designated as the potential recipient of that respective prize. If a Participant has more than one potentially winning entry for a Category Prize, their eligible entry earning the highest score will determine the prize to be awarded.

**10. PRIZES:** Subject to receiving sufficient eligible entries, prizes available to be awarded are as follows:

**“NEW APP” CATEGORY PRIZES:**

Paris: Grand Prize (1): USD \$2,500 (awarded in the form of a check). First Prizes (2): USD \$1,000 (awarded in the form of a check)

## **“PORTED APP” CATEGORY PRIZES:**

Paris: Grand Prize (1): USD \$2,500 (awarded in the form of a check). First Prizes (2): USD \$1,000 (awarded in the form of a check)

As applicable, monetary prizes will be awarded in U.S. dollars. Sponsor and Promotion Partners assume no liability in changing prizes from US Dollars to award winners' local currency. **Limit one (1) Category Prize per Participant, whether an individual or business entity, and regardless of the number of entries submitted by any of them.** All prize awards are contingent upon verification of potential winner and entry, confirmation of their eligibility to receive a Prize, and compliance with the Rules and Store terms.

Prize winners must be able to accept the prize in its entirety or not at all, or else prize may be forfeited (in Sponsor's sole and absolute discretion). All potential winners of prizes will be notified by e-mail or telephone (in Sponsor's absolute discretion) using the information provided in the entry. Potential winners will be required to sign and return a Declaration of Eligibility, Release of Liability, and where legal, Publicity Release for receipt by Sponsor within the time/date specified by Sponsor, or else prize will be forfeited in its entirety and an alternate winner will be selected in accordance with their score within the applicable Category assuming sufficient eligible entries are received. In the event a potential winner cannot be reached using the contact information provided on the entry on or within two (2) separate attempts, the prize will be forfeited and an alternate potential winner will be selected in accordance with their score within the applicable Category assuming sufficient eligible entries are received. Prizes are not assignable or transferable in whole or in part. No prize substitutions allowed, in whole or in part; except Sponsor reserves the right to substitute a prize of comparable value. In no event will Sponsor or Promotion Partners be responsible for awarding more than the stated value/number of prizes.

**TAXES:** All winners are solely responsible for any local, provincial, state, federal/country or any other applicable taxes, compliance with (governmental) reporting, filing and documentation requirements, and for any other costs, expenses and fees connected with their acceptance and use of the Prize in their respective jurisdictions. Prizes will be awarded to and in the name of the individual Participant, or business entity, as applicable.

In the event of disqualification for noncompliance, ineligibility, if a potential winner refuses or fails to complete and return release documents as directed on or within the time stated, or for any other reason, that prize will be forfeited in its entirety and Sponsor will award that respective prize to an alternate potential winner in accordance with their score within the applicable Category. Returned, undelivered, unclaimed, or un-awarded prizes will be forfeited and will not be (re)awarded. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the prize to any Participant.

**11. GENERAL CONDITIONS: EU Residents Only:** For the purposes of this Challenge, Participants' personal information and entrant information may be stored and processed on servers outside of the European Economic Area. Participants and entrants explicitly consent to the transfer of their data collected in connection with participation in the Challenge to countries outside the European Economic Area, including the U.S. and Korea. Entrants acknowledge that these countries may not provide for the same level of data protection as applicable in the EU. However, wherever the Sponsor or its agents process information, they will use their reasonable endeavours to ensure that the information is

protected at all times in accordance with strict data protection standards in accordance with the Sponsor's established privacy policy. Participants have the right to request a copy of the personal information that the Sponsor holds on them and to have any errors in that information corrected.

THESE OFFICIAL RULES SHALL GOVERN THE CHALLENGE, INCLUDING BUT NOT LIMITED TO ENTRY, PARTICIPATION, ELIGIBILITY TO RECEIVE A PRIZE, VERIFICATION OF ENTRY, AND PARTICIPANTS AND OUR RESPECTIVE OBLIGATIONS WITH RESPECT THERETO. USE OF THE SITE, INFORMATION PRACTICES, AND ALL OTHER GENERAL TERMS ARE GOVERNED BY SPONSOR'S TERMS OF USE AND/OR PRIVACY POLICY AT TIZEN.ORG. IN THE EVENT OF A DISCREPANCY BETWEEN ANY INFORMATION, COMMUNICATION, AND/OR TRANSLATION THESE RULES (ENGLISH VERSION) SHALL GOVERN TO ADDRESS ISSUES RELATING TO THE CHALLENGE. If any item or provision contained in these Official Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Official Rules shall remain in full force and effect as if these Official Rules had been executed without the offending provision appearing therein.

Without limiting any other right or term herein, a Participant may be disqualified from an event and/or the Challenge immediately if, in Sponsor's (or its authorized representative's) absolute discretion, it reasonably believes the Participant has, is suspected of, appears to, or has attempted to undermine the legitimate operation of the Challenge, engaged in cheating, deception, fraud, using multiple identities, engaging in illegal, harmful, dangerous, unsportsmanlike activities or behaviour, or other unfair practices, or has or attempts to annoy, abuse, threaten, harass, or intimidate or cause harm to any other Participant, any of the Promotion Entities, or any other person, or property.

Participants acknowledge that entries may be subject to United States export laws, regardless of location or nationality. Participants agree to comply with all applicable export controls, including, but not limited to, the United States Department of Commerce's Export Administration Regulations, sanctions programs administered by the United States Treasury Department's Office of Foreign Assets Control, and any export laws applicable in Participant's country of residence. Participant further warrants that their entries are authorized for export from the United States under these laws.

**12. PRIVACY RELATED ISSUES FOR INDIAN RESIDENTS ONLY:** To the extent the Data, Information or Personal Information [as defined under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 read with the Information Technology Act, 2000] (Hereinafter collectively referred to as "**Data**") provided by the Participant to enter the Challenge, the Sponsor shall utilize such Data for the purposes of the Challenge only and the same shall not be withheld beyond the period for which such Data is required by the Sponsor. The Participant understands and has no objection against his/her Data being uploaded to a server outside the territory of India. However, it shall be the endeavor of the Sponsor to ensure highest standards of encryption to be adhered to, while transmitting or processing the Participant's Data as the case may be. In the event the Sponsor decides to disclose the Data, the same shall be carried out, after getting a prior permission from the Participant concerned unless the disclosure has to be made pursuant to an order passed by a competent adjudicating authority or similar obligation. Such consent shall not be refused by such Participant on unreasonable grounds. The Participant is entitled to request for a copy of his/her Data in possession of the Sponsor and may amend the same, should any deficiencies are found therein. At the time of collection of the Data, the Sponsor will provide the Participant with the option of not to provide such Data. However, if the Participant chooses not to

provide the said Data, the Sponsor, at its sole discretion, shall have the right to disqualify such a Participant from the Challenge.

**13. INTELLECTUAL PROPERTY RIGHTS:** As between Promotion Entities and the Participant, the Participant has and retains all intellectual and proprietary rights in and to the entry that Participant had at time of submission of the entry to the Store and Participant's agreement and acceptance of the Store Terms and Conditions. Without limiting the Terms and Conditions of the Store, as a condition of entry, Participant grants Promotion Entities a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, any entry in whole or in part that Participant submits to this Challenge for the purposes of allowing Promotion Entities to test and evaluate the entry for purposes of this Challenge, to administer the technical and other requirements of the Challenge including distribution of the entry to the Promotion Entities, and for prize award verification. Participants also agree that Sponsor and the Promotion Partner is free to use any of the ideas, concepts, know-how, or techniques submitted as part of or in connection with the entry for any purpose.

**14. PRIVACY AND PUBLICITY:** Participants agree that personal data entered during the registration may be processed, stored, and otherwise used for the purposes and within the context of the Challenge and as permitted by and in accordance with the Sponsor's Privacy Policy found at <http://www.tizen.org>. This data will be collected and maintained within the United States. By entering, Participants expressly agree to the transmission, processing, and storage of this personal data in the United States. By accepting a prize, participant agrees and consents to Promotion Entities (and its authorized representatives') use of Participant's name, image and/or likeness, hometown/country, biographical information, in any and all media now known or hereinafter developed (including but not limited to the world wide web, wireless an digital platforms, and the Internet) for promotional, marketing and advertising purposes without additional approval or compensation, unless prohibited by U.S. law. Participants also understand this data may be used by Sponsor to verify a Participant's identity and eligibility to receive a Prize. Participants have the right to access, review, rectify or cancel any personal data held by Sponsor in connection with the Challenge by writing to Sponsor at the address listed herein.

**15. RELEASE AND INDEMNIFICATION:** To the maximum extent permitted by law, Participants and winners agree to release, indemnify, defend and hold harmless ("release") Sponsor, Promotion Partners, and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents ("Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorney fees) whether or not litigation is commenced ("dispute") arising at any time from participation in the Challenge, the entry (in whole or in part), any event and/or Challenge and/or prize-related activity or inability to participate in or parts thereof, the delivery, acceptance, use, mis-use of a prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Promotion Entities, and/or any other party or entity. Further, to the maximum extent permitted by law, and without limiting the foregoing, Participants and winners agrees to release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute brought by any persons or entities (who may be other than a

party to the Rules) arising from or related to an entry, participation and/or involvement in any other respect with an event and/or the Challenge, and/or the delivery, acceptance, use, mis-use of a prize or any failure with respect thereto. Participants and winners covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding a prize to any Participant.

**LIMITATION OF LIABILITY:** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CHALLENGE, PARTICIPATION IN AN EVENT, THE CHALLENGE, ANY EVENT OR CHALLENGE ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT'S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF MATERIALS TO THE WEBSITE, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF A PRIZE.

**16. NETWORKS AND CANCELLATION:** Promotion Entities are not responsible for typographical error; technical, network, computer, digital, telephone, cable, electronic, or hardware or software malfunctions, failures, connections, problems; incompatibility; unavailable, garbled, corrupt, or jumbled transmissions; service provider, Internet, web site, blog site, user net accessibility, availability or congestion; unauthorized human intervention or security breach; the unauthorized access to, alteration of entries in whole or in part, the incorrect or inaccurate capture or processing of entries, or other information, or the failure to process, collect or communicate any such information; electronic errors, omissions, interruptions, deletions, defects, and/or delays; or loss, theft or destruction of any entry, or other Challenge related materials or information, in whole or in part. If for any reason an event and/or the Challenge, or any part thereof, is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, cheating, technical failures, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the event and/or Challenge, or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the event and/or Challenge. Sponsor reserves the right to select only potential winners in each Category from eligible, non-suspect entries received (prior to the force majeure event or otherwise), but only if doing so is deemed commercially practicable/feasible, fair and equitable in Sponsor's determination under the circumstances. Any attempt by a Participant to deliberately damage any web site or undermine the legitimate operation of the Challenge is a violation of U.S. criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify Participant and seek damages from any such Participant to the fullest extent of the law.

**17. FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, without regard to conflict of law rules. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief, or make any other recourse to judicial proceedings in case of disputes or claims resulting from or in connection with this Challenge are hereby excluded, and all Participants expressly waive any and all such rights.

18. **ARBITRATION:** By entering the Challenge, Participants (including all team members and business entities on whose behalf an entry is submitted), and potential winners agree that exclusive jurisdiction for any and all disputes of whatsoever kind or nature arising out of or related in any way to the Challenge and/or these Rules, shall be submitted to binding U.S. Judicial Arbitration and Mediation Services, Inc. (“JAMS”) for binding arbitration under its rules then in effect in the San Francisco, CA area, before one neutral arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

19. **WINNER'S LIST:** Winners of Category Prizes will be posted at <http://developer.tizen.org>, anticipated to be available on or within ten (10) days of winner verification and confirmation.

For a copy of these Official Rules, go to <http://tizendevlabs.bemyapp.com/paris-rules.pdf>. Sponsor reserves the right, without notice or prior approval, to modify or supersede these Official Rules in its sole reasonable discretion and in such event will post revised Rules on the Site, which will continue to govern all aspects of the Challenge.