

**PAYPAL BATTLEHACK DEVELOPER'S COMPETITION – WORLD FINALS  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. OPEN TO (A) LEGAL 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 AND (B) RESIDENTS OF THE EUROPEAN UNION, ISRAEL AND RUSSIA, WHO ARE THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE. VOID IN PUERTO RICO AND WHERE PROHIBITED.**

**1. ELIGIBILITY:** No Purchase Necessary. *The PayPal BattleHack Developer's Competition – World Finals* (the "World Finals") is open to winners of the PayPal BattleHack Developer's Competitions held in the U.S., Germany, Israel, Russia, Spain and United Kingdom who are : (a) legal 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 or (b) residents of the European Union, Israel and Russia who are the age of majority in their country of residence ("Eligible Participants"). 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. ("Sponsor"), its parent company, affiliates, subsidiaries, divisions and advertising and promotion agencies are not eligible to enter. The World Finals are subject to all federal, state and local laws. U.S. law governs these World Finals.

**2. COMPETITION TIMING/DESCRIPTION:** The World Finals will take place in San Jose, CA on November 16 and 17, 2013.

**3. HOW TO PARTICIPATE IN THE WORLD FINALS:** Winners of the PayPal BattleHack Developer's Competitions in the U.S., Germany, Israel, Russia, Spain and United Kingdom are eligible to participate in the World Finals that will take place on November 16 and 17th, 2013 in San Jose, CA at PayPal Headquarters. You will need to provide the judges at the World Finals with the email address associated with your PayPal account, your name and mailing address. Prior to the start of developing and submitting an Entry, Sponsor will review specific procedures with the Eligible Participants.

To participate in the World Finals, **you must submit to the World Finals judges attending the event a unique application created on-site at the World Finals ("Application" or "Entry") using PayPal APIs.** You must present to the World Finals judges an original project of an Application during a time window defined at the World Finals. **Your Entry must be a working application in order to be eligible; prototypes are not acceptable. PayPal must be the sole payment method included in your application in order to be eligible.** All work on your Application must be performed during the time window defined at the World Finals. **You may not perform any work on your Application prior to the time window defined at the World Finals or your Entry will be disqualified at the sole discretion of the Sponsor.** Only new Applications not previously submitted at the regional PayPal BattleHack Developer's Competitions will be considered by the judges. All components of each Entry must be

submitted in accordance with these Official Rules. You may not submit more than one (1) Application to the World Finals, whether you are an individual entrant or part of a team. An Eligible Participant (or team) must be the sole owner of the Application submitted.

**If you enter the World Finals as a member of a team**, you understand and agree that, in order for a team to be eligible to participate, all of the members of the team must meet the eligibility criteria contained herein and agree to these Official Rules. 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 the Grand Prize, the prize amount will be divided equally and dispersed to all team members (maximum of 4 team members). Winning team members will receive their shares of the prize money as a payment to their respective PayPal accounts. If the team is selected to receive a First or Second Place Prize, each team member will be awarded the merchandise prize, up to a maximum of four (4) people on a team. If a team member is unable to participate in the World Finals, a team may choose a substitute team member to participate in the World Finals, providing that person meets the eligibility requirements as stated above in these Official Rules. If one team member does not comply with these Official Rules or is disqualified, the entire team will be disqualified.

The Entry must be in keeping with the Sponsor'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 Sponsor 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 Entry; 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 Entry includes content or elements not owned by the entrant must be able to provide written legal releases (in a form that is satisfactory to Sponsor and the judges) that permit the entrant to use and exploit such content and elements in the manner used and exploited and that permit Sponsor'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.

**SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO DISQUALIFY ANY ENTRY THAT THE SPONSOR FEELS IS INAPPROPRIATE, OBJECTIONABLE AND/OR INCONSISTENT WITH THE POSITIVE IMAGE AND/OR GOOD WILL IT WISHES TO PROMOTE IN THESE WORLD FINALS.**

**ALL ELIGIBLE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRY MATERIALS SUBMITTED IN CONNECTION WITH THE WORLD FINALS ARE SUBMITTED ON A NON-CONFIDENTIAL BASIS AND MAY BE USED BY SPONSOR, ITS AGENTS AND SUBSIDIARIES, FOR ADVERTISING AND PROMOTIONAL PURPOSES AS DESCRIBED IN SECTION 8 BELOW.**

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 Application and description in a descriptive manner to describe the PayPal Services, PayPal websites and activities related to the PayPal websites. Sponsor grants Eligible Participants a limited, non-exclusive license to use the PayPal logo or intellectual property owned by PayPal in the Application and description for purposes of the World Finals only. In the event an Eligible Participant wishes to use this Application 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. Sponsor is not responsible for late, lost, incomplete, illegible, damaged, or misdirected Entries. Sponsor's decisions are final on all matters relating to this World Finals. Sponsor 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 World Finals, it is his/her sole responsibility to notify the Sponsor by email at [developer@paypal.com](mailto:developer@paypal.com) to be received by the end of the Promotion Period.

**4. DETERMINATION OF WINNERS: One (1) Grand Prize winner, one (1) Second Place winner and one (1) Third Place winner will be determined from among all Eligible Participants.** All eligible Entries will be judged by a panel of expert judges (internal and external to PayPal) selected by the Sponsor in its sole discretion, and one (1) Grand Prize winner, one (1) Second Place winner and one (1) Third Place winner will be determined from among all valid Entries submitted for the World Finals. To be eligible for the judges' consideration, the Entry must first pass code inspection conducted by a panel of expert judges from PayPal ("Code Review Council"), who will review and inspect code for: a) Completeness and integration of PayPal, and b) completeness of product. Judging will be based on the following criteria: (i) the quality of the idea – 33%, (ii) its implementation, including but not limited to the Code Review Council's report, technology used, level of innovation and originality of code – 33%, and (iii) execution as well as the overall user experience – 34%. The top-scoring Entry will be declared a potential Grand Prize winner, the Entry with the second highest score will be declared the potential Second Place winner and the Entry with the third highest score will be declared the Third Place 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 World Finals. Winners will be determined at the end of this World Finals.

**5. WINNER NOTIFICATION:** Potential Grand Prize winner, potential First Place winner and potential Second Place winner will be notified immediately following the World Finals, at the event, and by email and/or U.S. mail using the contact information provided at the time of

entry. Potential winners 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.

**6. PRIZES:** One (1) Grand Prize: \$100,000 USD paid in the form of a payment to the winner's PayPal account or if a team is the winner, divided evenly among up to four (4) team members in the form of a payment to each team member's PayPal account. Approx. Retail Value (ARV) of Grand Prize: \$100,000. Each potential team member winner with a PayPal account must have a U.S. PayPal Account in good standing in order to receive the prize. One (1) Second Place Prize: winner or each team member if team is winner (maximum of four (4) potential winners per team) will receive a MacBook Air. ARV: \$1,000/each. One (1) Third Place Prize: winner or each team member if team is winner (maximum of four (4) potential winners per team) will receive a Nexus 7 Tablet. ARV: \$400/each. Total ARV of all prizes: up to \$105,600. 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.

**Any other costs and expenses not specifically stated within these Official Rules and for U.S. residents, all taxes due on the prize, are the sole responsibility of the winners.** The prizes may not be transferred or substituted, except at Sponsor's sole discretion. Specifics of a prize are in Sponsor's sole discretion. Sponsor reserves the right, in its sole discretion, to award a prize of equal or greater value. Allow 4-6 weeks for receipt of a prize.

**7. CONDITIONS OF PARTICIPATION:** Sponsor will collect information from the entrant for the purpose of this World Finals and may attempt to contact entrant regarding the World Finals and/or the Application. 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 Sponsor, or a party designated by Sponsor, 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. By participating, entrants agree to be bound by these Official Rules including all eligibility requirements. 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 Entry in the World Finals, 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.

“Non-exclusive” means that you can continue to use your Entry in any way, including allowing others to use it. PayPal cannot guarantee that your Entry will be used by PayPal and reserves the right to edit or refuse to use your Entry. PayPal may use your Entry 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 Entry) in respect of your Entry when used by PayPal.

**All Entries shall remain the property of entrants.** Each entrant agrees that Sponsor 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 World Finals, or any other promotion, sponsored by the Sponsor. 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 Entry, entrant acknowledges and agrees that Sponsor may obtain many entries in connection with this and/or other competitions staged and/or promoted by the Sponsor, and that such entries may be similar or identical in theme, idea, format or other respects to other entries submitted in connection with this World Finals and/or other competitions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. 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 Sponsor. By submitting an Entry, entrant hereby grants permission for the Entry 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 World Finals. 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 Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

**10. LIMITATION OF LIABILITY:** ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS PAYPAL INC. ("SPONSOR"), 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 WORLD FINALS 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 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 Sponsor, users or by any of the equipment or programming associated with or utilized in the World Finals 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 World Finals. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of the World Finals 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 World Finals, 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 World Finals or for any other reason in its

sole discretion. In such event, Sponsor may void any Entries they suspect 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 PAYPAL WEBSITES OR ANY ONLINE SERVICE RELATED TO THE WORLD FINALS OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE WORLD FINALS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of such term or any other provision. Sponsor reserves the right to disqualify any entrant who violates the rules or interferes with the World Finals in any manner. Any attempt by an individual to access any website associated with the World Finals 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.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this World Finals, 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 Sponsor in connection with the World Finals, 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 event-related materials, including, but not limited to: the PayPal websites and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

The Sponsor 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 Sponsor, in its sole and absolute discretion, affect the proper administration of the World Finals as contemplated in these Official Rules.

**12. WINNERS' LIST:** For the names of the winners or winning teams, available after November 16, 2013, mail a self-addressed, stamped envelope by November 30, 2013 to: PayPal BattleHack Developer's WORLD FINALS Winners, P. O. Box 997, Plainview, NY 11803-0997.

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