

## Lenslist x Lightship Templates Challenge Terms & Conditions

**Dated: July 12th, 2022**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED.** RESIDENTS OF THE FOLLOWING COUNTRIES ARE EXCLUDED FROM PARTICIPATION; AMERICAN SAMOA, ANGUILLA, DOMINICA, FIJI, GUAM, PALAU, PANAMA, SAMOA, TRINIDAD AND TOBAGO, US VIRGIN ISLANDS, VANUATU, SEYCHELLES, QUEBEC (CA), CHINA, CRIMEA, CUBA, SUDAN, IRAN, NORTH KOREA, RUSSIA, CRIMEA, DONETSK, AND LUHANSK REGIONS OF UKRAINE, SYRIA AND ANY COUNTRY, STATE, PROVINCE OR TERRITORY WHERE THE LAWS OF THE UNITED STATES OR LOCAL LAW PROHIBITS PARTICIPATING OR RECEIVING A PRIZE IN THE CONTEST.

### **ENTRY IN THIS CONTEST CONSTITUTES ENTRANT ACCEPTANCE OF THESE OFFICIAL RULES.**

The Lenslist x Lightship Templates Challenge Contest (the “Contest”) is a skill contest; chance will play no part in determining the winners of the Contest. The Entries (defined below) will be evaluated by judges who will determine the winning entrants in accordance with these Rules. The prizes will be awarded to qualifying entrants in Sponsor’s and Contest Organizer’s sole discretion. See below for the complete details.

### **§ 1.**

#### **GENERAL PROVISIONS**

**1. BINDING AGREEMENT:** In order to enter the Contest, you must agree to these Lenslist x Lightship Challenge Contest Terms & Conditions (“Terms”). Therefore, please read these Terms prior to entry to ensure you understand and agree. By submitting an Entry in the Contest, Entrants agree to these Terms and Niantic’s Developer Platform Terms of Service and License Agreement (“Terms of Service”) at <https://niantic.dev/terms/>. Entrants may not submit an Entry to the Contest and are not eligible to receive any prize described in these Rules unless they agree to these Terms. These Terms form a binding legal agreement between Entrants and Organizer with respect to the Contest.

**2. ELIGIBILITY:** To be eligible to enter the Contest, you must:

(1) be at least the age of majority in your country, state, province, or jurisdiction of residence (and at least twenty (20) years old in Taiwan) at the time of entry;

(2) not be a resident any of the following countries; American Samoa, Anguilla, Dominica, Fiji, Guam, Palau, Panama, Samoa, Trinidad and Tobago, US Virgin Islands, Vanuatu, Seychelles, Quebec (CA),

China, Crimea, Cuba, Sudan, Iran, North Korea, Russia, Crimea, Donetsk, and Luhansk regions of Ukraine and Syria or located in a jurisdiction subject to comprehensive trade sanctions administered by U.S. Dept. of Treasury's Office of Foreign Assets Control, or where the laws of the USA or local law prohibit participation or receiving a prize in any contest, (3) are not the target of any sanctions, including any person on the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the EU Consolidated Financial Sanctions List administered by the European Union, the Consolidated List of Financial Sanctions Targets in the United Kingdom administered by Her Majesty's Treasury, and the United Nations Security Council Asset Freeze List; or (4) owned or controlled (as defined by the relevant sanctions law) by any such person described in clause (1), (2) or (3), as a result of which such owned or controlled person is subject to the same prohibitions or restrictions as the person described in clause (1), (2) or (3).

(5) not be a person or entity under U.S. export controls or sanctions;

(6) must not be employed by a competitor of Organizer or Sponsor, as determined at both Organizer's and Sponsor's sole discretion;

(7) and not have any contractual or other arrangements that, in Organizer's and Sponsor's sole discretion, would prohibit entrant from fully participating in the Contest and/or entering into any contracts required by Sponsor;

Employees, interns, contractors, and official office-holders of Organizer and Sponsor, their respective subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, interns, contractors, officers, and directors are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

Entrants agree that if selected as a winner they will provide any additional necessary information or consents necessary to confirm eligibility as a winner. Failure to provide additional information or consents will be grounds for disqualification, unless prohibited under applicable law.

**3. CONTEST ORGANIZER:** The Contest is organized, distributed and managed by by a Polish limited liability company LENSLIST Spółka z ograniczoną odpowiedzialnością having its legal seat in Warsaw, Poland under address: Solec 81B / 73A, 00-382 Warszawa, Polska, entered into the commercial register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division, under the KRS number: 0000929279, having tax identity number (NIP): 5213944791 and share capital: PLN 5,000.00 (the "Organizer" or "We").

**4. SPONSOR:** The Contest is sponsored by Niantic, Inc. ("Sponsor"), with offices at One Ferry Building, Suite 200, San Francisco, CA 94111, USA.

**5. CONTEST SUBMISSION PERIOD:** The Contest begins at 12:00:00 P.M. Central Europe Time (CET) Zone in Warsaw, Poland on June 1st, 2022 and ends at 11:59:59 P.M. PST on July 14th, 2022

("Submission Period"). ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

The Organizer reserves the right to extend the duration of the Contest in its sole discretion and especially in the event of unforeseen circumstances outside its control. Any changes to Submission Period will be posted on the Contest Landing Page at: <https://lightship.lenslist.co>

## § 2.

### DEFINITIONS

Any capitalized words and terms used in this Terms & Conditions shall have the following meanings:

- a) Entrant** – a natural person of legal age of majority in their country of residence, but in any event not younger than 18 years of age participating in the Contest;
- b) Entry** – the task for the Entrant consists of developing an AR Experience using Niantic Lightship software and submitting a proof of work in the form of a video and codebase.
- c) Organizer** – Polish limited liability company LENSList Spółka z ograniczoną odpowiedzialnością organizing, distributing and managing this Contest;
- d) Sponsor** – Niantic, Inc. providing prizes and software necessary for participating in the Contest;
- e) Brief** – description of the task, theme and terms of the Contest published on Lenslist.co website;
- f) Team Leader** – the individual responsible for submitting the Entry on behalf of the Developer Team and in case of winning redistributing the prize to other team members;
- g) Awardee** – the individual who wins one of the prizes provided in this Contest;
- h) Awardee Agreement** – the agreement from the Organizer which the Awardee is obliged to complete and send back in a form a scan to the indicated email address of the Organizer within 7 days from it being sent.

## § 3.

### CONDITIONS OF PARTICIPATION

**1. HOW TO ENTER:** An entrant that meets the requirements outlined herein must do the following to enter the Contest:

(i) Register for a Developer account at <https://lightship.dev/>, download the Niantic Lightship ARDK and build an AR experience that shows off one (1) or more of the following categories of features of the ARDK;

**a) Contextual Awareness** – apps showcasing use of depth, meshing, semantic segmentation;

**b) AR Fundamentals** – apps that showcase placing AR objects in real-world space and interacting with them;

**c) Sharing** – show how two or more users enjoy an experience in AR, be it competitive or collaborative

**d) Lightship Visual Positioning System (VPS)** – apps showcasing the use of the VPS system, embedding shared and/or persistent AR content in the real world that your users can find and interact with;

**e) Template Combo** – apps that leverage multiple templates to create one, cohesive Lightship AR experience.

(ii) Record a five (5) minute or less demo video introducing what your AR experience can do. Then you can upload it to Youtube or Vimeo or send us a .mp4 file with the video. Zip up your codebase and, if appropriate, include a README.md with details of how to build your app.

(iii) Complete and submit an application form, with your video link and code (collectively, the “Entry”) on the official Contest website located at: <https://lightship.lenslist.co>

(iv) Entrants may submit multiple Entries, but note that each Entry is only eligible to receive one Prize.

All Entries must be received by 11:59 P.M. PST on July 14th, 2022 and any subsequently received entries will be disqualified. Entries are void if they are in whole or part incomplete (e.g. do not contain the required information), altered, counterfeit, obtained through fraud, late or otherwise do not comply with the Rules. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. Entrants can utilize templates with ready-to-use code to participate in this Contest.

For an Entry to be considered for any of the prizes, it has to coincide with both the theme and criteria further described in the Brief on the Organizer’s website at: <https://lightship.lenslist.co>

**2. DEVELOPER TEAM:** If more than one natural person takes part in the Contest submitting one AR Experience, all members of the Developer Team agree that:

a) the individual who submits an AR Experience on behalf of the Developer Team will be designated the leader of such team (the “**Team Leader**”);

b) the Team Leader is solely responsible for distributing any proceeds resulting from being selected as an Awardee to the other individuals in the Developer Team.

## § 4.

### ENTRIES

**1. APPLICATION, ENTRY AND VIDEO REQUIREMENTS:** Each Entry and all videos must also meet the following criteria:

a) They must not be derogatory, offensive, threatening, defamatory, disparaging, libelous, or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.

b) They must not contain content, material, or any element that is unlawful, or otherwise in violation of or contrary to any applicable federal, state, provincial or local laws and regulations in any state, province or other jurisdiction where Entry is created.

c) They must not contain any content (excluding Organizer's and Sponsor's content as required herein), material or element that displays any third party advertising, slogan, logo, trademark, or indicates a sponsorship or endorsement by a third party or commercial entity or that is not within the spirit of the Contest, as determined by Organizer, in its sole discretion.

d) They must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material, software or element that is owned by or subject to any rights or licenses of a third party or entity, other than Organizer's or Sponsor's content and/or materials as required herein, except as expressly approved by Organizer.

e) They cannot contain any content, element or material that violates a third party's publicity, privacy or intellectual property rights, other than Sponsor's content and/or material as required herein.

f) They cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; or promote any particular political agenda or message; or instigate or encourage others to commit illegal activities or cause injury or property damage to any person or entity.

g) Video must be a public post and must comply with YouTube's or Vimeo's (as applicable) Terms of Use.

h) All content submitted as an Entry must not include any material that contains software viruses, worms, or any other computer code, files or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

i) Entries must not be made and submitted to impersonate any person or entity, including but not limited to an employee of Organizer, Sponsor and their affiliated companies; or falsely state or misrepresent yourself, your age or your affiliation with a person or entity.

The Entry and video must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry or video contain any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the application or videos, any and all releases and consents necessary to permit the use and exhibition of the application or videos by Sponsor in the manner set forth in these Terms & Conditions, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Organizer reserves the right to request proof of these permissions in a form acceptable to Organizer from any entrant at any time. Failure to provide such proof may, if requested, render such Entry null and void. By submitting an

Entry, entrant warrants and represents that he/she consents to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry and video to be posted on any websites owned or controlled by both Organizer and Sponsor, any social media channels of Organizer or Sponsor (including but not limited to, Facebook, Twitter, LinkedIn and Instagram) or other websites. Entrant agrees that Organizer and Sponsor are not responsible for any unauthorized use of Entries by third parties. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of both Organizer Sponsor in each instance. Organizer does not guarantee the posting of any Entry.

## **§ 5.**

### **SUBMISSION OF ENTRIES**

1. In order to participate in this Contest, you must create your Entry ensuring that the requirements specified in this Terms & Conditions and the Brief on the Organizer's website at: <https://lightship.lenslist.co> are followed and submit it by filling in the form provided there.
2. Entrants will receive confirmation of Entry's application to the Contest within 48 hours of filling in the form; This confirmation does not evaluate eligibility of the Entry to be considered for the prize, but only acknowledges the Entry being submitted correctly in accordance with the form.
3. One Entrant or Developer Team may submit up to 10 Entries.
4. The Organizer allows, subject to the Submission Period deadlines, the possibility of changing the Entry that has already been submitted. For this purpose, the Entrant must once again go through the procedure described in point 1 above using the same personal information and project name as the original Entry. This is on the understanding that the new Entry will replace the original Entry, and the original Entry will be disqualified, as the last submitted Entry with the same name will be the one to take part in the Contest.
5. The Organizer reserves the right to disqualify any Entrant or Entry that does not comply with these Terms & Conditions in its sole discretion. Organizer is not obligated to notify you if your Entry has been disqualified.
6. The Organizer reserves the right to remove inappropriate, offensive and harmful Entries as well as projects that do not fit the Brief.
7. Entrant agrees that participation in this Contest and agreement to these Terms & Conditions will not violate any agreement to which (s)he is a signatory or party and that no such agreement otherwise limits Entrants' ability to participate in this Contest or grant the rights granted herein.

## **§ 6.**

### **SELECTION OF AWARDEES**

**1. JUDGING:** All eligible Entries will be judged by a panel of experts (“**Judges**”) based on the following equally- weighted criteria (the “**Judging Criteria**”):

- a) 25%: Originality and innovation;
- b) 25%: Craftsmanship and the execution of ARDK features in the demo;
- c) 25%: Creativity, use of theme and attractiveness of the demo;
- d) 25%: The quality/reliability of the software.

The Judges will pre-judge the Entries based on videos provided by the Entrants and then proceed to review the actual code of Entries from the finalists. The Judges will run the finalists’ Entries submitted and test them.

All Judges’ decisions are final and binding in all matters relating to this Contest. Each Entrant acknowledges that other Entrants may have created ideas, concepts or assets contained in their Entry that may have familiarities or similarities to your Entry (including, without limitation, a similar Entry), and that Entrant will not be entitled to any compensation or right to negotiate with the Contest Parties because of these familiarities or similarities.

The one (1) Entry which receives the highest score from the Judges will be awarded the Grand Prize. Five (5) Entries, best in each of categories described in article 3 point 1 of this document will receive a secondary prize. The next ten (10) entries receiving the highest scores will be awarded an Honorable Mention Prize. All eligible Entries that are deemed by Judges as containing full runnable code will be eligible for an Entry Prize.

In the event a potential winner is disqualified for any reason, the Entry that received the next highest total score will be chosen as the potential winner. Entrants acknowledge that judging of this kind is by its nature subjective. Organizer reserves the right not to award all prizes or to choose fewer than the stated prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. An entry may only receive one Prize - for example, an Honorable Mention Prize winner will not also be eligible to receive a Category Prize. Prize awards are subject to verification of eligibility and compliance with these Terms & Conditions.

**2. NOTIFYING THE AWARDEES:** On or about July 28th, 2022, all potential Grand Prize, Category Prize and Honorable Mention Prize winners will be notified via the email addresses submitted during entry. If one of those potential winners does not respond to the notification attempt within five (5) business days from the notification attempt, then such potential winner may be disqualified and an alternate potential winner may be selected from among all eligible entrants based on the judging criteria described herein. Each potential winner of a Grand Prize, Category Prize or Honorable Mention Prize must sign and return any applicable documents sent by Organizer related to the Contest, which may include, but not be limited to, an Awardee Agreement, a Declaration of Eligibility, Confidentiality Agreement, and a Liability and Publicity Release and provide any additional information that may be required by Organizer. Potential winners must return all such required documents within seven (7) days following attempted notification or such potential winner may be deemed to have forfeited the prize and another potential winner may be selected based on the judging criteria described herein. All notification requirements, as well as other

requirements within these Terms & Conditions, may be strictly enforced. Determinations of judges are final and binding.

Organizer informs that all communication with Awardees will be done through his/her email address given during the registration and submission process via the submission form on Lenslist website.

Organizer reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential Awardee, if any. If an Award is legitimately claimed, it will be awarded.

**3. JUDGES:** Judges may be employees of Organizer and Sponsor or external, may or may not be listed individually on the Contest website, and may change before or during the Contest Period. Judging will take place at the discretion of Organizer.

**4. PRIZES:** One Grand Prize, five (5) Category Prizes, and ten (10) Honorable Mention Prizes are available.

#### **Grand Prize**

One Grand prize consists of: (i) \$10,000 cash; (ii) winning Entry will be showcased in a dedicated blog post at <https://blog.lenslist.co/> and across Lenslist social properties; Approximate Retail Value ("ARV") of the Grand Prize is: \$10,000.

#### **Category Prize**

The Sponsor will also award five category prizes:

One (1) Category Prize - Contextual Awareness

One (1) Category Prize - AR Fundamentals

One (1) Category Prize - Sharing

One (1) Category Prize - Lightship Visual Positioning System (VPS)

One (1) Category Prize - Template Combo

(each a "**Category Prize**", and together, the "**Category Prizes**"). The winning Entry of a Category Prize will receive : (i) \$5,000 cash; and (ii) winning Entry will be showcased in a dedicated blog post at <https://blog.lenslist.co/> and across Lenslist social properties. ARV of each Category Prize is \$5,000.

#### **Honorable Mention Prizes**

Each Honorable Mention Prize consists of: \$1,000 cash.



For the avoidance of doubt, the entirety of the Contest will be conducted in the English language. All materials submitted in connection with the Contest must be in English or, if not in English, the entrant must provide an English translation of the demonstration, video, text description, and testing instructions as well as all other materials submitted. The Contest and all related activities, winners, and all other features may be filmed, photographed, recorded and/or broadcast (together "Recordings") and such Recordings may be edited, altered, mixed, cut, used or re-used at Organizer's sole discretion. Winners are solely responsible for any and all expenses not expressly stated in the prize description herein.

Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by the Organizer. No transfer, substitution, or equivalent for prizes is allowed, except at Organizer's sole discretion. Organizer reserves the right to substitute a prize, in whole or in part, of equal or greater value if a prize cannot be awarded, in whole or in part, as described for any reason. Contest Entities have not made and are not making, and Contest Entities are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, or regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto. In the event that no or insufficient entries are received, no prizes will be awarded. Subject to the above provisions regarding prize substitutions, if there are at least one hundred (100) submissions in compliance with these Terms & Conditions, all prizes will be awarded. All prize details that are not expressly specified in these Terms will be determined by the Organizer, as applicable, in its discretion.

The Award will be delivered to the Awardee within 60 days from the date of Winners Announcement, provided that the formalities referred to in section 2. above will be completed by the Awardee and both the Entry and the Entrant will be positively verified. A valid bank account is required for Awardees to receive payment of their Award.

The Organizer is not responsible for the inability of the Awardee to collect the Award for reasons attributable solely to the Awardee.

All costs of transferring the Award are borne by Organizer.

**5. TAXES:** RECEIPT OF PRIZES TO POTENTIAL WINNERS/WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO ORGANIZER ALL DOCUMENTATION REQUESTED BY ORGANIZER TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL AND FOREIGN TAX REPORTING AND WITHHOLDING REQUIREMENTS. THIS MAY REQUIRE THE SUBMISSION OF AWARDEE SOCIAL SECURITY NUMBERS FOR TAX REPORTING PURPOSES. ALL PRIZES WILL BE NET OF ANY TAXES ORGANIZER IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE AWARDEES, REGARDLESS OF WHETHER TAXES HAVE BEEN SO WITHHELD. In order to receive a prize, potential winners may be required to submit the tax documentation requested by Organizer or otherwise required by applicable law, to Organizer or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The potential winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such

documentation or comply with such laws, the prize may be forfeited and Organizer may, in its sole discretion, select an alternative potential winner.

a) In order to proceed with the payment and fulfill its tax obligations, Organizer will deduct a flat-rate tax on prizes from the Award, in accordance with applicable regulations. The entire Award of a resident or non-resident of Poland who does not have a certificate of residence is subject to a 10% flat-rate income tax, provided that the Awardee does not conduct artistic and professional activity in the scope covered by the Contest. If the Awardee, a non-resident of Poland without a certificate of residence, conducts artistic and professional activity in the field covered by the Contest, his/her Award will be subject to a 20% flat-rate income tax.

b) If the Awardee, who is a non-resident of Poland, presents a certificate of residence, Organizer will not charge a 10% flat-rate income tax, provided that the relevant double taxation avoidance agreement states so or Organizer will apply the tax rate resulting from this agreement. In order for Organizer to apply the provisions of the double taxation avoidance agreement the Awardee undertakes to immediately present the certificate of residence and send its confirmation to the Organizer's email address no later than by 45 days from the Winners Announcement date.

c) Organizer is not responsible for any inability or unwillingness of an Awardee to accept or use an Award (or portion thereof) for any reason. Awards details not specifically stated in these Terms, will be determined in the Organizer's sole discretion. To the fullest extent allowable under applicable law, all taxes (if applicable) (including, without limitation, national, federal, state, provincial, and/or local taxes), as well as any expenses arising from acceptance or use of the Awards and not specified in these Terms as being provided as part of the Awards, are the sole responsibility of the Awardees. Organizer is not responsible for and will not replace any lost, mutilated, or stolen Awards or Awards element or any Awards that is undeliverable or does not reach an Awardee because of incorrect or changed contact information. If an Awardee does not accept or use the entire Awards for any reason, the unaccepted or unused part of the Awards will be forfeited, and the Organizer will have no further obligation with respect to that Awards or portion of the Awards. No transfers or substitutions will be made, except at Organizer's sole discretion. Organizer reserves the right to substitute any stated Awards or any component thereof with another Awards or component of equal or greater value for any reason. No more than the stated Awards will be awarded. Participants waive the right to assert as a cost of receiving the Awards, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said Awards.

**6. GENERAL CONDITIONS:** All federal, state, provincial and local laws and regulations apply. Organizer reserves the right to disqualify any entrant from the Contest if, in Organizer's sole discretion, it believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, viewers, Sponsor or the Judges.

## § 7.

### INTELLECTUAL PROPERTY RIGHTS

1. As between Organizer and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in the contents of their Entry (with the exception of both Organizer's and Sponsor's technology and platforms, which will remain the sole property of Organizer or Sponsor or its licensors). As a condition of entry, Entrants hereby provide a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to both Organizer and Sponsor to use the Entries, developed intellectual property and technology, and all other materials resulting from or related to the Contest in any and all media throughout the world for any purpose, including, but not limited to, incorporating into Organizer's and Sponsor's products and platforms, promoting the Contest and future versions of the Contest and both Organizer's and Sponsor's marketing. Entrants are responsible for securing proper intellectual property protections. Organizer will not assume ownership responsibility. Entrants are responsible for ensuring they are not infringing on the intellectual property rights of another individual or entity.

2. By entering into this Contest you declare that you are the author of the Entry and you have all applicable intellectual property rights to the Entry submitted in the Contest and that they do not infringe third party rights.

3. The Entrant is liable to the Organizer in the event that his application for participation in the Contest or the Entry violates the rights of third parties or generally applicable law.

4. In the event of posting content and Entry that violates the law or rights of third parties, the Awardee is responsible. In the event of any claims by third parties against the Organizer for infringement of their copyright-as a result of Organizer's use of the Entry, the Organizer shall immediately notify the Awardee of this fact, who undertakes to take over the above claims.

5. In connection with your participation in the Contest, you may acquire information or materials which are of a confidential or proprietary nature. You agree to use such confidential information only in connection with your participation in the Contest and agree to hold in confidence and to not disclose confidential information to any person or entity without the prior written consent of the relevant entity. You understand and agree that a violation of this confidentiality obligation may result in immediate termination from the Contest, among other remedies that may be sought by and available under law.

## **§ 8.**

### **COMPLAINTS**

1. Entrants have the right to lodge complaints regarding the way the Contest is carried out. The complaint should include:

- a) name and surname of the Entrant;
- b) mailing address;
- c) exact description of reasons for lodging a complaint.

2. Complaints should be sent via email to: [info@lenslist.co](mailto:info@lenslist.co).

3. Complaints can be submitted no later than 14 days from the date of Contest Winners Announcement. The date of complaint submission is the date of its delivery to the Organizer's email account.
4. The Organizer shall respond via email to the complaint no later than within 30 days of receiving it in a correct and complete form.
5. Complaints not containing any of the elements specified in Clause 2 above or submitted after the deadline specified in Clause 3 above shall not be considered by the Organizer.

## § 9.

### FINAL PROVISIONS

**1. RIGHT OF FIRST OFFER AND REFUSAL:** During the Contest Period, and for a period of ninety (90) days following the end of the Contest Period, both Organizer and Sponsor shall have both a right of first offer and a right of first refusal for the purchasing, publishing, distribution and/or exclusive licensing of all Developers' Entries. Organizer or Sponsor and Entrant shall negotiate any such offers in good faith. Should entrant receive a bona fide offer from a third party for the Entry or have a good faith desire to publish or distribute the Entry itself, entrant shall provide written notice to Organizer or Sponsor of the business details and terms and conditions of such offer or desire and Organizer or Sponsor shall have a period of no less than thirty (30) days from the time of such notice to exercise its rights outlined in this Section.

**2. PRIVACY:** Entrant acknowledges and agrees that both Organizer and Sponsor may collect, store, share and otherwise use any personally identifiable information provided to Organizer throughout the Contest, including, but not limited to, name, mailing address, phone number and email address. Entrant information will not be shared with other individuals or companies without an Entrant's express consent. Failure to provide all necessary personal information may result in Entrant's participation in the Contest being deemed ineligible. Entrant information will not be shared with other individuals or companies without an Entrant's express consent. Organizer will use this information in accordance with its Privacy Policy located at [https://brief.lenslist.co/Privacy\\_Policy\\_2022](https://brief.lenslist.co/Privacy_Policy_2022), including without limitation for administering the Contest and verifying an Entrant's identity, age, postal address, email address, and telephone number in the event an entry qualifies for a prize and for marketing purposes as permitted by law. Entrants agree that their personal information will be stored and processed by Organizer in Poland. Entrant personal information may also be transferred to countries outside of their jurisdiction of residence, including the United States. Such other countries may not have privacy laws and regulations that provide the same level of protection to those that exist in your jurisdiction of residence. By providing personal information in connection with the Contest, Entrants hereby expressly consent to such transfers of their personal information to the United States or other countries. Entrant has the right to request access, review, rectification or deletion of any personal data held by Organizer in connection with the Contest by writing to Organizer at this email address: [info@lenslist.co](mailto:info@lenslist.co).

**3. PUBLICITY:** As a condition of entry, entrant grants both Organizer and Sponsor, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display contents of the application, including, without limitation, entrant's names, biographical information, demos, screenshots, portraits, pictures, videos, voices, likenesses, images, statements and other information: (1) for the purposes of allowing Organizer, Sponsor and the Judges to evaluate the Entries for purposes of the Contest, and (2) in connection with news, publicity, marketing, advertising and promotion to the public or other groups. The entrant hereby waives any right to any form of compensation and all legal claims, including for libel, slander, invasion of privacy, and copyright infringement, related to the application's content and its use. As described herein, entrants may be asked to complete a publicity release.

**4. WARRANTY AND INDEMNITY:** To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any obligation, representation or warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all injuries, losses, liabilities, damages of any kind to persons or property, including death, costs and expenses (including reasonable attorney's fees) arising out of or accruing in whole or in part, directly or indirectly from entrant's participation in the Contest or any Contest-related activity or (a) any Entry or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Terms; (d) claims brought by persons or entities other than the parties to these Terms arising from or related to the entrant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Brief or Contest Site; (g) any error in the collection, processing or retention of Entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

**5. ELIMINATION:** Non-compliance with these Terms and/or any false or incorrect information provided within the context of the Contest by any entrant concerning identity, age, mailing address, telephone number, email address, ownership of right, or the like, may result in the immediate elimination of the entrant from the Contest.

At any point during the Contest, Organizer may eliminate an entrant for any reason in Organizer's sole discretion. Reasons for elimination may include, but not be limited to, (i) insufficient, low quality, or poor execution of work, (ii) material deviation from the plans and other materials submitted as part of the applications, and (iii) failure to comply with Organizer's technical, business, or other requirements. If an entrant is eliminated for any reason, such entrant is no longer eligible for continuing in the Contest, any prizes, or other benefits.

**6. INTERNET AND OTHER TECHNICAL ISSUES:** Contest Entities are not responsible for any malfunction or for any late, lost, damaged, misdirected, incomplete, undeliverable or destroyed Entries due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.

**7. RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Contest is not capable of running as Organizer intended, including lack of sufficient or high quality Entries, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Organizer reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and if terminated, Organizer may elect not to select any potential winners or to determine the potential winners for the Contest from among all eligible entrants received prior to action taken using the judging criteria specified above. Organizer further reserves the right to disqualify any entrant who violates these Terms or tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any website, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Organizer reserves the right to seek any and all remedies available from any such entrant to the fullest extent of the applicable law.

**8. NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall a submission into the Contest, the awarding of a prize, or anything in these Terms be construed as an offer or contract of employment with either Organizer, Sponsor, or the Contest Entities. Entrants acknowledge that Entries have been submitted voluntarily and not in confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency, or other relationship, or implied-in- fact contract now exists between entrant and Organizer or the Contest Entities and that no such relationship is established by entrant's submission of an Entry under these Terms.

**9. LIMITATION OF LIABILITY:** Entrant hereby releases both Organizer and Sponsor from any and all liability in connection with the prizes or entrant's participation in the Contest and further acknowledges that neither Organizer nor Sponsor are responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, leaked, misdirected, incomplete, or illegible garbled entries, YouTube posts or comments, or YouTube posts or comments received through impermissible or illegitimate channels, or Entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Contest or the processing of Entries; or (f) any injuries, damages, or other losses

related to testing or playing the Entries, using Sponsor technology, or as otherwise related to this Contest. Entrants agree that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Contest (but not the development of the Entry) but in no event attorneys' fees; and entrants waive all rights to claim any punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, GROSS NEGLIGENCE, OR INTENTIONAL ACTS SO THE ABOVE MAY NOT APPLY TO YOU.

**10. ACCESS TO TERMS:** Terms and Conditions are available for inspection at the Organizer's office and at: <https://lightship.lenslist.co>

These Terms & Conditions, the rules posted on Organizer's designated website together with the terms provided on the Creative Brief Site, the Privacy Policy, the Terms and Conditions of use for the Niantic Lightship and the other documents referenced in these Terms & Conditions, contain the entire agreement between you and the Organizer. Where there is a conflict between these Terms & Conditions and any other document, Policies or agreements, Terms & Conditions will take precedence.

**11. AMENDMENTS TO THIS DOCUMENT:** The Organizer has the exclusive right to amend the Terms & Conditions. Organizer may change the Terms and Conditions in the event of:

- a) inability to conduct the selection of Entries at the originally set date due to reasons beyond the Organizer's control, the occurrence of which he could not foresee even with due diligence;
- b) Legal obligation to make changes, including the obligation to adjust the Terms & Conditions to the current legal state.
- c) A change to the Terms and Conditions may not result in a worsening of the situation of Entrants.
- d) The Organizer shall inform Entrants of changes to the Terms & Conditions by publishing the amended version on the Organizer's website at: <https://lightship.lenslist.co> at least 7 days before the changes come into force.
- e) An Entrant who does not agree with the changes to the Terms & Conditions may resign from the Contest until the Winners Announcement by submitting a statement of resignation to the Organizer. A statement referred to in the preceding sentence may be sent to the Organizer at one of the addresses specified in §1 point 3 of the Terms & Conditions. Resignation from the Contest due to changes in the Terms & Conditions will result in the expiry of the license granted by the Entrant.
- f) If any provision of the Terms & Conditions, several or part of these provisions are or will become ineffective, it does not make other provisions ineffective. An ineffective provision should be replaced with an appropriate effective provision.

**12. RECOURSE TO JUDICIAL PROCEDURES:** In matters not covered by these Terms & Conditions, the provisions of generally applicable Polish law, in particular the relevant provisions of the Civil Code, shall apply, unless it is not possible due to the need to apply the provisions of the law of the registered seat or place of the residence of the Entrant.

Terms & Conditions come into force on the day of its publication on the website: <https://lightship.lenslist.co>