

**PAYPAL BATTLEHACK DEVELOPER'S COMPETITION 2014**  
**OFFICIAL RULES**

1. The BattleHack Competition (the "**Competition**") will be held on 12:00 AM AEDT on 26 July 2014 and end on 12:00 AM AEDT 28 July 2014 ("**Local Event**"). By entering, you agree to be bound by these terms and conditions ("**Terms and Conditions**").
2. **Eligibility.** The Local Event is open to Australian residents aged 18 years or over. You may participate individually or as a team with a maximum of four (4) eligible participants. You will need to register prior to the Local Event by visiting <http://battlehack.org>. PayPal will only accept a limited number of eligible participants on a 'first come first served' basis. This number will be specified on <http://battlehack.org>.
3. Employees and their families of any PayPal company, its affiliates, subsidiary companies, any representatives or agents of those companies and third parties associated with the Competition are not eligible to enter. PayPal reserves the right to verify the eligibility of participants.
4. **If you enter as a team,** you understand and agree that, in order for a team to be eligible to participate, all team members must be eligible and agree to these Terms and Conditions. By entering, you warrant that you have obtained the appropriate agreement by your team members. In addition, you agree that if the team is selected to receive prizes, the team is responsible for ensuring that the prizes will be appropriately distributed to each member of the team. The eligibility of a participant is tied to the eligibility of the team. So if one member of a team does not comply with these Terms and Conditions or is disqualified, the team as a whole will be disqualified.
5. **How to enter.** You must submit to the Competition representatives an application ("**App**") to be used with PayPal's APIs in relation to the theme defined by PayPal at the Local Event. Your App must be working and PayPal must be the sole payment method included in your application in order to be eligible. Prototypes are not acceptable. You may not perform any work on the App prior to the time window defined at the Competition or the entry will be disqualified at PayPal's sole discretion.
6. You may not submit more than one App at the Local Event. You may not win more than one prize at the Local Event. The prizes are not transferable.
7. **Intellectual Property Rights.** You agree that, in providing your App, you are granting to PayPal, or any of its affiliated companies owned or controlled by eBay Inc., a Delaware corporation, an irrevocable, perpetual, royalty-free, non-exclusive licence to use your name, picture, likeness, voice, biography and App (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 App in any way, including allowing others to use it. PayPal cannot guarantee that your App will be used by PayPal and reserves the right to edit or refuse to use your App. PayPal may use your App without attributing it to you personally and, to the extent permitted under applicable law, you waive your moral rights in respect of your App when used by PayPal.
8. All Apps shall remain the property of the eligible participant. However, by submitting an App, you acknowledge that PayPal may obtain many entries under this Competition and that such entries may be similar or identical in theme, idea, format or other respects to others submitted under this Competition and/or other competitions or otherwise involving PayPal. You acknowledge and agree that PayPal does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to your App.
9. You hereby represent and warrant that (i) the App is your original work and was created by you, (ii) the App has not won previous awards granted by PayPal; (iii) the App does not violate or infringe the intellectual property, proprietary or other rights of any third party, (iv) you possess and control all rights necessary to submit the App irrevocably and without restriction to PayPal, and (v) that publication of the App via various media including web posting, will not infringe on the rights any third party rights. If PayPal has reason to believe your App is not your own work, then PayPal may invalidate your entry into the Competition. You will indemnify and hold harmless PayPal from any claims in relation to your App.
10. **Determination of winners.** One (1) first place prize, (1) second and (1) third place prizes will be awarded for the Competition. First, second and third place prize winners will be the eligible participant (or teams) that receive the first, second and third highest scores for their submissions, respectively as determined by the judging panel selected by PayPal in its sole discretion. Judging of the App will be based on the following criteria: (i) the quality of the idea – 33%, (ii) its implementation, level of innovation and

originality of code – 33%, and (iii) execution as well as the overall user experience – 34%. 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.

**11. The prizes awarded are:**

Local Event winner	Prize
1 x First prize winner	Eligibility to compete for the final event held in November 2014 in San Jose, CA at PayPal Headquarters (" <b>Final Event</b> "). Winner (each team member or individual) receives roundtrip air transportation from a major airport nearest his/her home, 3 day hotel accommodations and transfers to/from Final Event. Approx. Retail Value (ARV): \$1,700 each.
1 x Second prize winner	Winner (each team member or individual) receives an electronic gaming or tablet device, ARV \$500 each (up to 4 team members).
1 x Third prize winner	Winner (each team member or individual) receives an electronic lifestyle device, ARV \$130 each (up to 4 team members).

Actual value of trip depends upon the city of departure, time of travel, any airfare fluctuations and on current market conditions at time of prize fulfilment. Any difference between the stated ARV and the actual value if any, will not be awarded.

- 12. Travel Restrictions.** First prize winner must be able to travel on dates specified by PayPal or prize will be forfeited and an alternate winner may be selected. Winner must sign travel release prior to traveling. Trip is subject to air/hotel availability and confirmation of reservations; certain travel restrictions and blackout dates may apply. Airline and flight times to be selected by PayPal at its sole discretion. All travel arrangements must be made through PayPal's agent on a carrier of PayPal's choice. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at PayPal's sole discretion. Winner must confirm available travel dates and flight times selected by the PayPal at least three (3) weeks prior to travel dates. PayPal will not replace any lost or stolen tickets, travel vouchers, certificates or similar items once they are in winner's possession. PayPal, its affiliates, subsidiaries, and third parties associated with the Competition shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same; and shall not be liable for any loss or damage to baggage. Airline tickets issued in conjunction with prize are not eligible for frequent flyer miles. Prize components cannot be used in conjunction with any other promotion or offer, and no portion may be separated except at PayPal's sole discretion. The prize restrictions are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. Costs for room and tax only based on one room; meals, telephone calls, baggage fees and other incidentals are not included.
- 13. Travel expenses to the Final Event:** First prize winners attending the Final Event must hold a valid passport and relevant Visas. It is the winners' responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to departure. Any changes to travel dates or additional accommodation outside the travel period specified in the prizes details, made by the winner, which incur additional costs, are to be paid by the prizes winners. Incidental costs, such as but not limited to, passport and Visa costs, travel insurance, departure taxes, airport transfers and all other personal expenditures will be at the winners expenses unless specifically advised otherwise.
- 14.** Winners of the Competition will be notified during the Local Event or by telephone or email to the telephone number or email address provided to PayPal by winners within 10 working days of the Local Event. The second and third prizes will be sent to the winners within 30 working days of notification.
- 15.** Entrants shall be responsible for ensuring that the contact details associated with their entry are up to date and accurate so they can be contacted if they win. If PayPal or its authorised agents are not able to contact the winners by midnight AEDT 14 days after the first attempted notification, alternative winners may be chosen by the judges and the original winners' entitlement will lapse.
- 16.** The list of prizes and winners' names and countries of residence will be available on <http://battlehack.org>.

- 17. Taxes.** Winners are solely responsible for the payment of any and all taxes. PayPal shall not be liable for the payment of any tax related to the prizes awarded to the winners. Winners shall indemnify and hold harmless PayPal from any claims by any tax authorities due to a failure to declare/pay applicable taxes on the prizes.
- 18. Liability.** Except for any liability that cannot be excluded by law, PayPal (including its officers, employees, agents and related bodies corporate as defined by the Corporations Act 2001 (Cth)) exclude all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to:
- a. any technical difficulties, technical error or equipment malfunction (whether or not under PayPal's control);
  - b. any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference;
  - c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by PayPal) due to any reason beyond the reasonable control of PayPal;
  - d. any variation in prize value to that stated in these terms;
  - e. any tax liability incurred by a winner or entrant; or
  - f. use of a prize.
- 19.** PayPal may, at its absolute discretion, disqualify any or all entries made by an entrant or entrants if:
- a. PayPal has suspicions or knowledge that any entrant has been involved in any fraudulent or illegal activity;
  - b. any entrant that does not act in accordance with these Terms and Conditions;
  - c. an entrant has a PayPal account that is in breach of PayPal's User Agreement at any time and is not in good standing;
  - d. an entry is mechanically reproduced, copied, illegible, incomplete or inaccurate, generated by automated means not limited to a script, macro or bot; or
  - e. an entry is inappropriate, objectionable and/or inconsistent with the positive image and/or good will it wishes to promote in this Competition.
- 20.** PayPal reserves the right to suspend, change or cancel the Competition at any time as it may determine in its sole discretion.
- 21.** PayPal or the prize providers reserve the right to add additional terms and conditions for certain prizes awarded as a part of this Competition. For the Final Event prize, additional applicable terms and conditions will be posted on <http://battlehack.org> before the date of the Final Event.
- 22.** PayPal or other entities on its behalf may use and collect your personal information to administer this promotion and to contact you about this promotion and about PayPal's services in accordance with PayPal's Privacy Policy.
- 23.** These Terms and Conditions are governed by the laws of New South Wales.
- 24.** The promoter is PayPal Australia Pty Ltd ABN 93 111 195 389 of Level 23, 1 York St, Sydney NSW, phone 02 8288 0000.