

# Trade Promotion

## MySpace Developer Challenge - Official Rules

**1. DESCRIPTION:** The “MySpace Developer Challenge” (“Contest”) is an application design contest administered through the online MySpace developer platform. A MySpace Developer account can be obtained free of charge by logging on to <http://developer.myspace.com/community> and following the onscreen instructions. The sponsor of this Contest is MySpace, Inc. (“Sponsor” or “MySpace”). The Contest challenges participants to develop new applications utilizing one or more of the MySpace developer Application Programming Interfaces (“API”). Applications (categorized as either “Onsite Application”, “Offsite application” or “Submission”) can be submitted into one (1) of the following five (5) categories (each a “Category”, collectively “Categories”):

**1. Most innovative use of the Real-Time Stream API**

**Examples:**

Trending (song, music, celebrity trending, etc.)

- Real-time updates
- Sharing and Broadcasting
- Music
- Other

**2. Most innovative use of the Open Search API**

**Examples:**

- Recommendations
- Artist Search
- Other

**3. Most innovative MySpace Integration on Mobile**

**Examples:**

- WAP
- iPhone

**4. Most innovative use of Photos**

**5. Most innovative MySpace app**

The Contest will flow as follows:

- **Contest Submission Period:** The contest submission period (“Submission Period”) begins on January 4, 2010 and ends on February 24, 2010 at 11:59 pm in each jurisdiction.
- **Contest Judging:** On or about February 25, 2010, eligible Contest submissions will be judged according to the criteria in Section 6 of the Official Rules.
- **Finalist Notification:** On or about March 1, 2010, Finalists will be contacted to confirm eligibility and obtain releases, as described in Section 7 of the Official Rules below.
- **Winner Announcement:** The Grand Prize winners will be announced at the Game Developers Conference in San Francisco on March 10, 2010.

**2. ELIGIBILITY:** Contest is open only to professional and amateur developers who are legal residents of the United States, Canada (excluding Quebec), United Kingdom, or Australia (collectively, the "Eligible Jurisdictions") who are at least 18 years of age at the time of entry, and not a minor in his/her jurisdiction of primary residence (“Entrant”). An Entrant may be either an individual (1 person) or a team (teams may consist of no more than 3 total team members). In the case of teams, one (1) person must be designated as the primary contact (“Group Representative”) and will be solely responsible for receiving communications from and communicating with Sponsor or Sponsor representatives. The Group Representative will be solely responsible for the distribution of any prize won

by a team to other team members, if applicable. Teams should determine in advance how prizes, if any, would be shared among all team members. Entrants can represent themselves or be the authorized representatives of a company or academic institution. If a Entrant is an employee of a corporation or academic institution, enrolled as a student or representing their employer or academic institution in this Contest, it is their sole responsibility to review, understand and abide by their employer's or academic institution's policies regarding eligibility to participate in the Contest. If an Entrant is found to be in violation of their school's or employer's policies, they will be disqualified from the Contest, at the sole discretion of the Sponsor. Sponsor disclaims any and all liability or responsibility for disputes arising between a student or employee and their school or employer related to this Contest. Each Entrant or Group Representative must be the rightful owner (or have authorized use) of the e-mail address identified in the Entrant's entry as of January 4, 2010. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the natural person in whose name the e-mail account associated with the provided e-mail address was opened. Employees of Sponsor, their advertising or promotion agencies, those involved in the production, development, implementation or handling of this Contest, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers and fulfillment companies, and any other person or entity associated with this Contest (collectively, the "Contest Entities") are ineligible to enter or win this Contest. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Contest void where prohibited.

**3. HOW TO ENTER:** To enter, Entrants must visit the Contest web site during the Submission Period by logging into their MySpace developer profile and going to [www.myspace.com/developerchallenge](http://www.myspace.com/developerchallenge) ("Website"). Entry will not be complete until Entrant has followed the onscreen prompts to upload and provide information about their application. Required information includes, but is not limited to: Group Representative first Name, last Name, company/academic affiliation (if applicable), physical address, email address, App ID, Submission Category, description of the innovation (not to exceed 250 words), URL address (if hosted offsite) and team member names / email addresses / phone numbers, if applicable. It is the sole responsibility of the Entrant or Group Representative to obtain the necessary permission from any person contributing to the Application development and such proof of permission will be required if the Application is selected as a Finalist. The Group Representative will be required to provide the names and contact information for all team members at the time of entry; failure to provide valid contact information for all team members may result in disqualification, at the Sponsor's sole discretion. Submissions must be received by February 24, 2010 at 11:59 pm in each participating jurisdiction. Limit one (1) entry per person/team, per Category. Entrants must provide all information requested to be eligible to win. Entry is not complete until Entrant has followed the online prompts to provide all necessary information and affirmatively accepted the Official Rules.

**The Application must meet the following technical specifications:**

- Application must follow the technical specs on the application guideline at [http://wiki.developer.myspace.com/index.php?title=MySpace\\_Apps\\_Developer\\_Addendum\\_to\\_MySpace.com\\_Terms\\_of\\_Use\\_Agreement](http://wiki.developer.myspace.com/index.php?title=MySpace_Apps_Developer_Addendum_to_MySpace.com_Terms_of_Use_Agreement) ("Developer Addendum to the Terms of Use")
- Entrants and their Submissions must comply with the Developer Addendum to Terms of Use
- Applications must be translatable into English; all the text that needs to be translated must be contained in a resource file
- Applications must NOT contain material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sale of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing
- Applications must be completely unique or a new use for an existing published APIs
- Applications must NOT include mention or performance of any copyrighted media production including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property

- Applications must NOT have been previously submitted to another Contest, broadcast on a media network or submitted to any entertainment entity that would conflict with this Contest, as determined in the Contest Entities' sole discretion
- Applications must NOT include 3rd party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture
- Applications must NOT include 3rd parties/people, who have not expressly authorized Entrant to display their image, likeness or voice in the Submission or otherwise use such image, likeness or voice in accordance with these Contest Rules. Third Parties include but are not limited to celebrities, friends and minors who have not obtained parental consent prior to such participation (which will be required in writing in the event that a Submission is selected as a Finalist)

Entrants who submit an Application which violates any of these requirements may be deemed ineligible to receive the prize and their Application may be void at the Contest Entities' sole discretion. Contest Entities reserve the right to disqualify in their sole and absolute discretion any Application deemed inappropriate or that does not comply with the Website's Terms of Use and the Developer Addendum to the Terms of Use (collectively, "Terms of Use"), which may be modified from time to time. Submissions are subject to the Website Terms of Use located at the Website. In case of a conflict between the Terms of Use, Privacy Policy or any Rules, the Terms of Use shall govern. Application may not contain any derogatory references to any Contest Entities. The Entrant should be able to provide on request all appropriate clearances, permissions and releases for the Application (in the event the Entrant cannot provide all required releases, Contest Entities reserve the right, in their sole discretion, to disqualify the applicable Application, or seek to secure the releases and clearances for Contest Entities benefit, or allow the applicable Submission to remain in the Contest). Incomplete or unintelligible entries will be disqualified. Contest Entities reserve the right to determine in their sole discretion which entries have satisfied the entry requirements. **ELIGIBLE ENTRANTS MUST SUBMIT IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.**

**4. MATERIALS/RIGHTS IN SUBMISSIONS:** The intellectual property rights to the application or project programming code, if any, will remain with the Entrant. As a condition of entry, Entrants agree that Sponsor shall have the right to use, copy, modify and make available the application or code in connection with the operation, conduct, administration, and advertising and promotion of the Contest via communication to the public, including, but not limited to the right to make screenshots, animations and video clips available to the public for promotional and publicity purposes. Notwithstanding the foregoing, ownership of all intellectual property rights in and to the application and code shall remain with the Entrant. All graphics, statements, and quotations of or by you (Entrant) and furnished by (Entrant) you as part of this Contest (the "Material"), may be used by the Sponsor in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol. Each Entrant understands that his or her name (and team members, if applicable) and other Materials may be posted on the Website in connection with Contest. Entrant agrees that the Contest Entities have no obligation to post your Submission or any Material on the Website. Each Entrant authorizes the Contest Entities to utilize, for eternity and in any manner they see fit, the Submission provided to Contest Entities, and to make derivative works from such materials solely in connection with the Contest (i.e., without limitation, to create promotional materials). Each Entrant releases the Contest Entities, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Submission to Contest Entities for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Contest Entities and Entrant, does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Submission, and that the only contracts, express or implied, between the Contest Entities and Entrant is as set forth in these Official Rules and the release forms. In addition, by participating in the Contest and providing a Submission, each Entrant hereby grants

permission (except where prohibited by law) for the Contest Entities to use Entrant's Submission, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further compensation or consideration in any and all media now known or hereafter developed throughout the universe. Except as required by law or permitted pursuant to these Contest Official Rules, the Contest Entities will not share an Entrant's information with any third parties.

**5. CONTEST JUDGING:** Applications will be judged by a panel of judges selected by Contest Entities ("Judging Panel") in each Eligible Jurisdiction. All decisions of the Judging Panel are final on all aspects of the Contest.

Submissions will be scored based on the following criteria:

1. Originality: 25%
2. Technical Achievement: 25%
3. Entertainment Value & Appeal: 25%
4. Innovation: 25%

**6. FINALIST NOTIFICATION:** One (1) Finalist will be selected from each unique Category, as determined by the Contest Judging. Finalists will be notified by telephone, email and/or overnight mail on or about March 1, 2010 and will be required to respond (as directed) to the notification attempt. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case; Contest Entities will select an alternate Finalist according to the Judging results. Potential Finalists will be required to execute and return "Contest Release Documents" (as described below) and other related documents required by the Contest Entities within a reasonable amount of time, as determined by the Contest Entities in their sole discretion. Potential Finalists can NOT proceed in the Contest until all such properly executed documents are returned.

**7. DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest and therefore reserves the right to not award from entries received in a given Category and to award such prize to in a different Category.

**8. PRIZES:** A total of five (5) Grand Prizes will be awarded (one per unique Category as described in Section One (1) of the Official Rules. Each prize consists of: \$10,000 US currency awarded in the form of a check or wire transfer (depending on the jurisdiction of the winner). Currency will be converted based on the applicable exchange rates on the date of transfer. No prize substitution is allowed except at the discretion of Contest Entities. If a prize cannot be awarded due to circumstances beyond the control of Contest Entities, a substitute prize of equal or greater retail value will be awarded; provided, however, that if prizes are awarded but unclaimed/forfeited by recipient, prize may not be re-awarded, in the sole discretion of the Contest Entities. Other restrictions may apply. Limit one (1) prize per entrant or team.

**9. WINNER ANNOUNCEMENT:** The Grand Prize winner for each unique Category will be announced during Game Developers Conference, currently scheduled to take place on March 10, 2010. Finalist Applications will be judged by a panel of judges prior to the Game Developer Conference to select the five (5) Grand Prize winners. Winners may be required to complete additional Contest Release Documents. All documents must be returned within the time period directed by the Contest Entities. Prizes will not be awarded until all such properly executed forms are returned.

**10. GENERAL PRIZE CONDITIONS:** The potential Grand Prize winners must execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Contest Release Documents"). If a winner fails or refuses to sign and return all Contest Release Documents within

five (5) days of prize notification (or a shorter time if required by exigencies), the winner may be disqualified and an alternate winner may be selected.

**11. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Contest Entities use of any such similar or identical material. Each Entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Contest Entities actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any other production based on or allegedly based on the Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**12. RIGHTS OF CONTEST ENTITIES/ DISCLAIMER OF LIABILITY:** Contest Entities also reserve the right to replace the winning Submission with the Submission of an alternate eligible Entrant in accordance with these Official Rules if such Submission and/or Entrant is withdrawn from or removed from the Contest for any reason, including without limitation, Entrant's failure to have documents executed as directed by the Contest Entities. Contest Entities also reserve the right, in their sole discretion, to adjust times and dates reflected in the Description Section of the Official Rules at any time and/or to terminate the Contest for any reason in the event that there is an error, problem or cause which impacts the operation, administration or security of the Contest or the Contest Entities and, in such situation, to select the winner(s) from the eligible Entries received prior to the action taken or in such manner as deemed fair and appropriate by Contest Entities. The Contest Entities are not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Submission creation. The Contest Entities make no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the Submission. All statements and opinions made by Entrants are those of such Entrants only, and the Contest Entities neither endorse nor shall be held responsible for the reliability or accuracy of same. Contest Entities are not responsible for the content or practices of third party Web sites that may be linked to the contest website. This site may also be linked to Web sites operated by companies affiliated with Contest Entities. Visitors to those sites should refer to each site's separate privacy policies and practices.

**13. REPRESENTATION AND WARRANTY:** It is an express condition of participation in the Contest that each Entrant warrants and represents that Entrant's Submission is solely owned by Entrant and solely created by Entrant for the purpose of entering this Contest, and that no other party has any rights or interest in the Submission. Entrant further represents and warrants that the Submission and any use thereof by the Contest Entities, and each of their respective parent companies, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity, shall not infringe upon any statutory or common law copyright and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

**14. INDEMNITY:** The Contest may also be promoted by a third party or parties (each a "Promotional Partner," collectively "Promotional Partners"). Entrant shall indemnify, defend and hold harmless the Contest Entities, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, contractors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising out of or in

connection with any third party action arising out of or resulting from (i) Entrant's participation in the Contest, (ii) a breach or allegation which if true would constitute a breach, of any of Entrant's representations, warranties or obligations herein, and/or (iii) acceptance, possession, or use of any grant or prize, including without limitation, personal injury, death and property damage arising there from.

**15. GENERAL TERMS AND CONDITIONS:** By participating, each Entrant agrees that the Contest Entities and each of their respective agents, representatives, parent companies, affiliates, subsidiaries and legal advisors, and each of their respective employees, shareholders, officers, and directors are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Contest Entities that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Contest; (vi) acceptance, possession, or use of any grant or prize, including without limitation, personal injury, death and property damage arising therefrom; and (vii) claims based on publicity rights, defamation or invasion of privacy. Contest Entities reserve the right, in their sole discretion, to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Contest Entities. Contest Entities reserve the right, at their sole discretion, to prohibit any Entrant from participating in the Contest or to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Contest; to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Contest Entities may suspend or discontinue the Contest if, in their sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest. **CONTEST ENTITIES SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST.**

**16. DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, or the rights and obligations of Entrants and the Contest Entities in connection with the Contest, 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 or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. In the event of a claim or dispute, Entrants' sole remedy shall be limited to their remedy at law for damages, if any, and Entrants shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of the Website, the Contest, and/or any intellectual property owned or licensed by the Contest Entities or their respective parent companies and affiliated entities.

**17. PRIVACY POLICY:** Any personal information supplied by you to MySpace will be subject to MySpace's privacy policy posted at <http://www.myspace.com/index.cfm?fuseaction=misc.privacy>, which may be modified from time to time. By entering the Contest, you (Entrant) grants MySpace permission to share your email address and any other personally identifiable information with the corresponding Contest Entities solely for the purpose of contest administration, judging and prize fulfillment. MySpace will not sell, rent, transfer or otherwise disclose your personal data to any third party other than the corresponding Contest Entities as described above herein. Entrants agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to check Entrants' identity, their postal address and telephone number, or to otherwise

verify their eligibility to participate in the Contest. Entrants have a right to access and any personal data held by the Sponsor by writing to the Sponsor at the address listed in Section 1 of the rules. If Entrant's data is not provided, the Submission will be ineligible.

**17. WINNERS:** Finalist and Grand Prize Winner information will be posted on the Contest Website on or about March 10, 2010.