



N I A N T I C

Ingress Operation Ko Lan Contest Official Rules

Last Updated: July 28, 2018

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

VOID WHERE PROHIBITED. CONTEST IS SOLELY OPEN TO RESIDENTS OF COUNTRIES WHERE THE INGRESS APPLICATION HAS BEEN OFFICIALLY RELEASED. RESIDENTS OF COUNTRIES WHERE THE INGRESS APPLICATION HAS NOT BEEN OFFICIALLY RELEASED AS OF JULY 28, 2018, AND RESIDENTS OF THE FOLLOWING COUNTRIES ARE EXCLUDED FROM PARTICIPATION; THE BALKANS, BELARUS, BRAZIL, BURMA, CHINA, COTE D'IVOIRE (IVORY COAST), CRIMEA, CUBA, DEMOCRATIC REPUBLIC OF CONGO, IRAN, IRAQ, ITALY, LIBERIA, NORTH KOREA, PAKISTAN, QUEBEC, RUSSIA, SUDAN, SYRIA, TURKEY, AND ZIMBABWE.

ENTRY IN THIS CONTEST CONSTITUTES ENTRANT ACCEPTANCE OF THESE OFFICIAL RULES. The Ingress Operation Ko Lan Contest (the "Contest") is a skill contest; chance will play no part in determining the winners of the Contest. The entries will be evaluated by judges who will determine the winning Entrants (defined below) in accordance with these Rules. The prizes will be awarded to qualifying Entrants in Sponsor's sole discretion. See below for the complete details. This Contest is in no way sponsored, endorsed, administered by, or associated with any third party, including, without limitation, YouTube.

1. BINDING AGREEMENT: In order to enter the Contest, you must agree to these Ingress Operation Ko Lan Contest Official Rules ("Rules"). Therefore, please read these Rules prior to entry to ensure you understand and agree. By submitting an entry in the Contest, Entrants agree to these Rules. 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 Rules. These Rules form a binding legal agreement between Entrants and Sponsor with respect to the Contest.

2. ELIGIBILITY: To be eligible to enter the Contest, you and all members of your squad (together the "Entrant") 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 of a country where the Ingress application has not been officially released as of July 28, 2018 or a resident any of the following countries; the Balkans, Belarus, Brazil, Burma, China, Cote D'ivoire (Ivory Coast), Crimea, Cuba, Democratic Republic of Congo, Iran, Iraq, Italy, Liberia, North Korea, Pakistan, Quebec, Russia, Sudan, Syria, Turkey, or Zimbabwe; (3) not be a person or entity under U.S. export controls or sanctions; (4) have access to the Internet as of July 28, 2018 and (5) do not have any contractual or other arrangements that, in Sponsor's sole discretion, would prohibit Entrant from fully participating in Operation Ko Lan and/or entering into any contracts required by Sponsor. 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. Contest is void in the Balkans, Belarus, Brazil, Burma, China, Cote D'ivoire (Ivory Coast), Crimea, Cuba, Democratic Republic of Congo, Iran, Iraq, Italy, Liberia, North Korea, Pakistan, Quebec, Russia, Sudan, Syria, Turkey, Zimbabwe and where prohibited by law. Employees, interns, contractors, and official office-holders of Sponsor, its 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.

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

4. CONTEST PERIOD: The Contest begins at 12:00:00 A.M. Pacific Time (PT) Zone in the United States on July 28, 2018 and ends at 5:00:00 P.M. PT on January 15, 2019 ("Contest Period"). ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.



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5. HOW TO QUALIFY: During the Contest Period, Entrants will need to participate in competitions occurring at Prime Anomaly sites (“Prime Challenges”). Prime Anomaly sites include the official Sponsor Ingress events held at (i) San Diego, CA, USA, Sapporo, Japan, and Warsaw, Poland on July 28, 2018, (ii) Philadelphia, CA, USA, Singapore, and Linz, Austria on August 25, 2018, and (iii) Austin, TX, USA, Hong Kong, and Barcelona, Spain on November 17, 2018. For additional details on Prime Anomaly sites, visit <https://www.ingress.com/events>. Prime Challenges involve competing in teams, known as “Squads.” To qualify for entry, all members of a Squad must meet all requirements under these Rules and the Squad must place amongst the top three (3) Squads for either the Enlightened or the Resistance in-game factions (each a “Faction”) during a Prime Challenge. For the avoidance of doubt, this means each Faction will have up to three (3) qualifying Squads for each Prime Challenge, resulting in a total of up to twenty-seven (27) Squads for each Faction across all Prime Challenges. Placement of Squads at the Prime Challenges will follow the Ingress event rules, structures, scoring, and other factors which may or may not be different at each Prime Challenge.

6. SQUAD REQUIREMENTS: In addition to meeting the criteria in Section 5 above, each qualifying Squad must also meet the following criteria:

- (i) Have at least a four (4) member roster during a Prime Challenge;
- (ii) Each player may only compete for one (1) Squad during each location's Prime Challenge, but may participate on other Squads for other locations' Prime Challenges (e.g. a player may participate on one (1) Squad in San Diego and one (1) Squad in Philadelphia, but cannot participate on two (2) Squads in San Diego). If a player is a member of multiple qualifying Squads, the player may only be a member of one (1) Squad application;
- (iii) Each player must be in good standing in Ingress (e.g. no history of player complaints, bans, cheating, harassment, etc.), as defined in Sponsor's sole discretion; and
- (iv) Each player must have a sufficient level of physical fitness and health to participate in strenuous physical challenges should their Squad be selected.

7. HOW TO ENTER: A qualifying Squad which meets the requirements outlined herein must have their self-chosen Squad leader do the following to enter the Contest:

- (i) Complete an application giving their Squad name, player usernames (“Agent names”), other information reasonably requested by Sponsor and confirming their availability to travel and participate in Operation Ko Lan on April 11-15, 2019. Application information will be provided on the official Operation Ko Lan website located at <http://events.ingress.com/operationkolan>. By submitting an application, Squads confirm they have valid passports, are able to travel during these dates, and meet all other requirements as set by Sponsor. Applying as a Squad of six (6) is recommended, however a Squad may apply with (a) a minimum of four (4) originally eligible Squad members and (b) optionally up to (2) replacement Squad members to bring its total to six (6) members. Optional replacement Squad members must have qualified during a Prime Challenge, but cannot be a member of another Squad application per section 6(ii) above.
- (ii) Submit a two to three (2-3) minute video showcasing the Squad, its members' individual personalities, real-world physical skills, enthusiasm for Ingress, and team dynamic. This video should be uploaded to YouTube, contain “Operation Ko Lan” in the title, be tagged with #kolanready and #contest, and be linked in the application form.
- (iii) Submit a one to two (1-2) minute video about building and contributing to the Squad's community. This includes the friends and Ingress family the Squad has helped create in its region, community activities, and community service. This video should be uploaded to YouTube, contain “Operation Ko Lan” in the title, be tagged with #kolanready and #contest, and be linked in the application form.
- (iv) Following submission of the application outlined in (i), (ii), and (iii) above, Sponsor will contact the applying Squad leader through email and provide an upload link for the original files of the videos outlined in (ii) and (iii) above. The Squad leader must upload these original video files for the entry to be considered complete.

All entries must be received by 5:00 P.M. PT on January 15, 2019 and 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, videos, and/or hashtags), altered, counterfeit, obtained through fraud, late or otherwise do not comply with the Rules.



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8. APPLICATION AND VIDEO REQUIREMENTS: In addition to meeting the criteria in sections 5, 6, and 7 above, each application 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 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 Sponsor, in its sole discretion.
- (d) They must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by or subject to any rights of a third party or entity, other than Sponsor's content and/or material as required herein.
- (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.

The application and videos 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 (with the exception of Ingress characters and content, which will be permitted). If the application or videos contain any material or elements that are not owned by the Entrant, and/or which are subject to the rights of third parties (with the exception of Ingress characters and content), 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 Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor 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 application and videos to be posted on any websites owned or controlled by Sponsor, any social media channels of Sponsor (including but not limited to, Facebook, Twitter and Instagram) or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry.

9. JUDGING: Entries will be judged by a panel of experts ("Judges") at the conclusion of the Contest Period. Entries will be evaluated by the Judges based equally on the following criteria: (i) Squad performance at a Prime Challenge, including, without limitation, Squad placement and points accumulated, (ii) player conduct, enthusiasm and energy for Ingress, (iii) physical determination and intelligence gathering skills, (iv) representation and celebration of the diversity and culture of the Ingress community, (v) the Squad's impact on their Ingress and broader communities and (vi) total all time XM Mind Units captured, as defined and outlined in-game, by Squad members. All judging, results, and decisions are solely within Sponsor's discretion.

The two (2) Entrants that receive the highest overall scores will be selected as potential winners. 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. Sponsor reserves the right to select one (1) or more alternate Squads. Members, or the entirety, of the alternate Squad(s) may replace members, or the entirety, of an originally selected winner should members of an originally selected winner be unable to attend, be disqualified, or otherwise require replacement. Entrants acknowledge that judging of this kind is by its nature subjective.

On or about February 1, 2019, all Squad members of potential winners will be notified via the e-mail addresses submitted during entry. If a potential winner does not respond to the notification attempt within forty-eight (48) hours from the



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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 (and all potential winning Squad members) may be required to sign and return any applicable documents sent by Sponsor related to the Contest, which may include, but not be limited to, a Declaration of Eligibility and a Liability and Publicity Release and provide any additional information that may be required by Sponsor. Potential winners must return all such required documents within five (5) 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 Rules, may be strictly enforced. Determinations of judges are final and binding.

10. PRIZES: Two (2) Squad Grand Prizes are available for a total of up to twelve (12) individual Grand Prizes. Each Grand Prize consists of (i) participating in a strenuous physical competition related to the world of Ingress, Operation Ko Lan, in Thailand on April 11-15, 2019, (ii) round-trip air travel to Thailand from a major airport, (iii) additional transportation within Thailand, including to, during, and from Operation Ko Lan, and (iv) food and lodging over the course of Operation Ko Lan. For the avoidance of doubt, the entirety of Operation Ko Lan will be conducted in the English language. Operation Ko Lan and the related activities, travel, winners, and all other features may be filmed, photographed, recorded and broadcast (together "Recordings") and such Recordings may be edited, altered, mixed, cut, used or re-used at Sponsor's sole discretion. Winners are solely responsible for any and all expenses not expressly stated in the prize description herein, for example (a) visa applications, passport renewals, and other related travel fees, (b) medications, physicals, and other medical expenses, or (c) personal insurance. The total Approximate Retail Value of each Grand Prize package varies depending on the individual winner, but will be approximately \$3,000 USD per person.

No transfer, substitution, or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor 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 entries are received, no prizes will be awarded. Subject to the above provisions regarding prize substitutions, if there are at least ten (10) submissions in compliance with these Rules, all prizes will be awarded.

11. TAXES: RECEIPT OF PRIZES TO POTENTIAL WINNERS/WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR 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 WINNER SOCIAL SECURITY NUMBERS FOR TAX REPORTING PURPOSES. ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS, 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 Sponsor or otherwise required by applicable law, to Sponsor 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 Sponsor may, in its sole discretion, select an alternative potential winner.

12. GENERAL CONDITIONS: All federal, state, provincial and local laws and regulations apply. Sponsor reserves the right to disqualify any Entrant from the Contest if, in Sponsor'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.



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13. INTELLECTUAL PROPERTY RIGHTS: As between Sponsor 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 Ingress characters and content, which will remain the property of Sponsor or its licensors). Entrants are responsible for securing proper intellectual property protections. Sponsor will not assume ownership responsibility. Entrants are responsible for ensuring they are not infringing on the intellectual property rights of another individual or entity.

14. PRIVACY: Entrant acknowledges and agrees that Sponsor may collect, store, share and otherwise use any personally identifiable information provided to Sponsor throughout the Contest, including, but not limited to, name, mailing address, phone number and email address. Sponsor will use this information in accordance with its Privacy Policy located at <https://www.nianticlabs.com/privacy/en/>, including without limitation for administering the Contest and verifying an Entrant's identity, age, postal address, email address, username and telephone number in the event an entry qualifies for a prize and for marketing purposes as permitted by law. Entrant's information may also be transferred to countries outside the country of their residence, including the United States. Such other countries may not have privacy laws and regulations similar to, or deemed adequate by, those of the country of Entrant's residence. Entrant has the right to request access, review, rectification or deletion of any personal data held by Sponsor in connection with the Contest by writing to Sponsor at this email address: contests@nianticlabs.com.

15. PUBLICITY: As a condition of entry, Entrant grants 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, Agent names, biographical information, gameplay statistics, screenshots, portraits, pictures, videos, voices, likenesses, images, statements and other information: (1) for the purposes of allowing 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 in section 9, Entrants may be asked to complete a publicity release.

16. 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 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 Rules; (d) claims brought by persons or entities other than the parties to these Rules 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 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.

17. ELIMINATION: Non-compliance with these Rules 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.

18. 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



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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.

19. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Contest is not capable of running as sponsor intended, including 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, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and if terminated, Sponsor may elect to determine the potential winners for the Contest from among all eligible Entrants received prior to action taken using the judging criteria specified above. Sponsor further reserves the right to disqualify any Entrant who violates these Rules 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, Sponsor reserves the right to seek any and all remedies available from any such Entrant to the fullest extent of the applicable law.

20. 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 Rules be construed as an offer or contract of employment with either 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 Sponsor or the Contest Entities and that no such relationship is established by Entrant's submission of an entry under these Rules.

21. LIMITATION OF LIABILITY: Sponsor is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible garbled entries, YouTube posts or comments, or entries, YouTube posts or comments 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; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Contest or the processing of entries. 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, SO THE ABOVE MAY NOT APPLY TO YOU.

22. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: To the extent permitted by law, these Rules shall be governed by, subject to and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Entrants expressly waive any and all such rights.

23. DISPUTES AND INGRESS TERMS: By entering the Contest, Entrant agrees that all disputes between Entrant and Sponsor of whatsoever kind or nature arising out of these Rules, shall be subject to Sponsor's standard Ingress Terms of Service available at <https://www.ingress.com/terms>. Entrant accepts and agrees to abide by the Ingress Terms of Service as a condition of participation.

24. WINNERS' LIST: You may request a list of winners after March 1, 2019 by emailing contests@nianticlabs.com no later than April 11, 2019.