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Niantic Beyond Reality Developer Contest Official Rules

Last Updated: December 20, 2018

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; 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, SPAIN, SUDAN, SYRIA, TURKEY, ZIMBABWE, 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 Niantic Beyond Reality Developer 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.

1. BINDING AGREEMENT: In order to enter the Contest, you must agree to these Niantic Beyond Reality Developer 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 must create a team of at least five (5) members and all members of your team (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 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, Spain, Sudan, Syria, Turkey, Zimbabwe or 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; (3) not be a person or entity under U.S. export controls or sanctions; (4) have access to the Internet as of December 20, 2018; (5) must not be employed by a competitor of Sponsor, as determined at Sponsor's sole discretion; (6) not have any contractual or other arrangements that, in Sponsor's sole discretion, would prohibit Entrant from fully participating in the Contest and/or entering into any contracts required by Sponsor; and (7) must be available to participate for the entire Contest Period as outlined below. Team member rosters must remain constant during the Contest Period and any additions or removals of team members must be approved by Sponsor in writing. 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, Spain, 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



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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 December 20, 2018 and ends at 5:00:00 P.M. PT on September 6, 2019 (“Contest Period”). ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

5. HOW TO ENTER: A qualifying team which meets the requirements outlined herein must have one (1) self-chosen team leader do the following to enter the Contest:

- (i) Complete an application giving their team members’ names, educational and professional experience, and other information reasonably requested by Sponsor and confirming their availability to travel and participate in the Contest. Application information will be provided on the official Contest website located at <http://www.nianticlabs.com/developers>. By submitting an application, teams confirm that all members have valid passports, are able to travel as required during the dates outlined herein, and meet all other requirements as set by Sponsor.
- (ii) Submit a five (5) minute or less video showcasing the team, its members’ individual personalities, enthusiasm for development, and team dynamic. This video should be uploaded to the application form.
- (iii) Submit a game design brief of no more than ten (10) pages which should include, but is not limited to, (a) a description of the team’s game idea in two (2) paragraphs or less, (b) a description of how the game idea fits into Sponsor’s real-world platform vision, (c) a description of why the team picked this idea and whether the team has expertise in this area, (d) a description of the core geospatial gameplay loop, (e) a description of the core augmented reality gameplay loop, (f) an outline of any third party software, open source libraries, or other resources which the team may intend to use, (g) a description of the team’s target audience and why the team believes this gameplay is fun or enticing to that audience, (h) a general outline of the team’s art style, including basic illustrations where possible, (i) a general plan on how the team will deliver on these ideas during the Contest period, and (j) a description of what considerations your team has taken into account for player safety.
- (iv) Following completion of (i), (ii), and (iii) above and after the entry deadline, Sponsor may decide to interview certain teams between February 18, 2019 and March 19, 2019 through video conference software of Sponsor’s choice. Teams may have all members present for the interview but must have no less than one (1) member present. Interviews will last for no longer than two (2) hours and the questions will be at Sponsor’s discretion, but may include (a) explanations of the team’s ideas, (b) technical expertise, and (c) game design experience.

All entries must be received by 5:00 P.M. PT on February 17, 2019 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, videos, and/or hashtags), altered, counterfeit, obtained through fraud, late or otherwise do not comply with the Rules.

6. APPLICATION, ENTRY AND VIDEO REQUIREMENTS: Each application, 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.



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(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, software or element that is owned by or subject to any rights or licenses of a third party or entity, other than Sponsor's content and/or materials as required herein, except as expressly approved by Sponsor.

(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, entry 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. If the application, entry 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, 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, entry 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, LinkedIn and Instagram) or other websites. Entrant agrees that Sponsor is not responsible for any unauthorized use of entries by third parties. Sponsor does not guarantee the posting of any entry.

7. SCHEDULE AND MILESTONES: The Contest is divided into two periods. The first period ("Team Selection") is the period from December 20, 2018 through March 20, 2019 whereby the Sponsor shall select ten (10) teams to become developers on the Sponsor real-world platform ("Developers"). The second period ("Developer Stage") is the period from March 21, 2019 through September 6, 2019 during which the Developers that have been selected shall work on their projects, interact with Sponsor, and the Sponsor shall select the top three (3) final winners.

The Contest shall follow the schedule and deadlines below, which may be modified in Sponsor's sole discretion:

Team Selection:

- (i) February 17, 2019: All entries must be received as outlined herein.
- (ii) February 18, 2019 through March 19, 2019: All entries are judged and interviews are conducted by Sponsor.
- (iii) March 20, 2019: Qualified teams are selected and results are announced.

Developer Stage:

- (iv) May 1, 2019: Kickoff of work by selected teams. Teams will hold on-site meetings in the San Francisco Bay Area, CA, USA.
- (v) June 7, 2019: Review with Sponsor of first playable gameplay loop (geospatial or augmented reality) ("Milestone 1").
- (vi) July 12, 2019: Review with Sponsor of second playable gameplay loop (geospatial or augmented reality based on remainder of previous check-in) ("Milestone 2").
- (vii) August 9, 2019: Review with Sponsor of playable demo ("Milestone 3").



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(viii) August 23, 2019: Demo day in the San Francisco Bay Area, CA, USA showcasing playable demo to Sponsor and third parties such as the press, at Sponsor's discretion ("Milestone 4").

(ix) September 6, 2019: Completion of final judging and announcement of final winners.

8. DEVELOPER STAGE REQUIREMENTS: For Entrants selected as Developers for the Developer Stage, the following requirements will apply:

(i) Entrants will be required to travel to and attend in-person kick-off meetings on-site in the San Francisco Bay Area, CA, USA on May 1, 2019 and an on-site demo day in the San Francisco Bay Area, CA, USA on August 23, 2019. Each in-person meeting is expected to last for two (2) days. Teams must send at least one (1) member, but may send no more than five (5) team members.

(ii) Except for the on-site meetings outlined in section (i) above, all other work will be conducted remotely by Entrants and Entrants are responsible for their own working locations and conditions.

(iii) Entrants will need a separate GitLab instance stood up, which requires VPN and Maven credentials.

(iv) Entrants are expected to work full-time on the Contest during the Developer Stage.

(v) Sponsor will provide Entrants with required support, as determined by Sponsor, such as (a) access to ARDK and core platforms, (b) documentation and other materials and (c) general support by Sponsor platform teams.

(vi) All Entrants are required to work on MacOS X or other operating systems as designated by Sponsor.

(vii) Entrants are responsible for providing their own hardware and equipment, such as computers, mobile devices with ARKit or ARCore sufficient for testing, internet connections, and other necessary equipment.

9. JUDGING: Entries will be judged by a panel of experts ("Judges") during various points and at the conclusion of the Contest Period. Judges may be employees of Sponsor or external, may or may not be listed individually on the Contest website, and may change before or during the Contest Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of Sponsor.

Entries will be evaluated by the Judges based equally on the following criteria: (i) application materials submitted by the teams as outlined herein; (ii) whether the ideas and materials are different, original and unique from existing games; (iii) fundamental understanding and implementation of Sponsor's technology and potential; (iv) use of geospatial and augmented reality based features; and (v) whether the game and its features are fun and entertaining for users. All judging, results, and decisions are solely within Sponsor's discretion.

The ten (10) Entrants that receive the highest overall scores during Team Selection will be selected as potential Team Selection prize winners and the three (3) Entrants that receive the highest overall scores during the Developer Stage will be selected as potential Developer Stage prize 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 teams. Entrants acknowledge that judging of this kind is by its nature subjective.

On or about March 20, 2019, all team members of potential winners during Team Selection 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 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 team 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, Confidentiality Agreement, 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



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described herein. All notification requirements, as well as other requirements within these Rules, may be strictly enforced. Determinations of judges are final and binding.

On or about September 6, 2019, all team members of potential winners during the Developer Stage 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 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 team 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, Confidentiality Agreement, 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: Ten (10) Team Selection team prizes are available and three (3) Developer Stage team prizes are available for a total of up to thirteen (13) team prizes. Each Team Selection prize consists of (i) participating in the Developer Stage of the Contest as outlined herein, (ii) \$50,000 USD split equally amongst the team members and paid to the team members in twenty-five percent (25%) increments following review and acceptance of Milestones 1, 2, 3, and 4 respectively, (iii) pre-approved travel of up to \$10,000 USD per team per visit to be used for round-trip air travel to the San Francisco Bay Area, CA, USA, additional transportation within the San Francisco Bay Area, including to, during, and from the on-site meetings, and food and lodging over the course of the on-site meetings. All travel, transportation, food, and lodging expenses must follow Sponsor's guidelines to be covered. The total Approximate Retail Value of each Team Selection is approximately \$70,000 USD per team.

Following completion of the Developer Stage, Developer Stage team prizes will be awarded to teams which finish in the top three (3) places as follows:

First (1st) place - \$300,000 USD

Second (2nd) place - \$100,000 USD

Third (3rd) place - \$100,000 USD

These team prizes will be split equally amongst all Developer team members, with each individual team member receiving personal payments of their share.

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, Team Selection, Developer Stage and all 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 or professional insurance.

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,



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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 Rules, all prizes will be awarded. All prize details that are not expressly specified in these Rules will be determined by Sponsor, as applicable, in its discretion.

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.

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 Sponsor's technology and platforms, which will remain the sole property of Sponsor or its licensors). As a condition of entry, Entrants hereby provide a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to 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 Sponsor's products and platforms, promoting the Contest and future versions of the Contest and Sponsor's marketing. 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. 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, 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. 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 Sponsor of the business details and terms and conditions of such offer or desire and 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.

15. 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



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address, phone number and email address. Entrant information will not be shared with other individuals or companies without an Entrant's express consent. 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, 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 Sponsor in the United States. 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 Sponsor in connection with the Contest by writing to Sponsor at this email address: devcontest@nianticlabs.com.

16. 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, biographical information, demos, 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 herein, Entrants may be asked to complete a publicity release.

17. 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 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.

18. 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.

At any point during the Contest, including, but not limited to, during the Developer Stage and submissions of Milestones 1, 2, 3, and 4, Sponsor may eliminate an Entrant for any reason in Sponsor's sole discretion. Reasons for elimination may



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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 Sponsor'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.

19. 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.

20. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Contest is not capable of running as Sponsor 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, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and if terminated, Sponsor 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. 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.

21. 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.

22. LIMITATION OF LIABILITY: Entrant hereby releases Sponsor from any and all liability in connection with the prizes or Entrant's participation in the Contest and further acknowledges Sponsor is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, leaked, misdirected, incomplete, or illegible garbled entries, 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; (f) any injuries, damages, or other losses related to testing or playing the entries, using Sponsor technology, attending on-site meetings or as otherwise related to this Contest; or (g) team management, disputes amongst team members, or other related team issues. 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



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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.

23. 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.

24. DISPUTES AND 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 Terms of Service available at <https://nianticlabs.com/terms/>. Entrant accepts and agrees to abide by the Terms of Service as a condition of participation.

25. WINNERS' LIST: You may request a list of winners of Team Selection after March 20, 2019 by emailing devcontest@nianticlabs.com no later than April 20, 2019 and a list of Developer winners after September 6, 2019 by emailing devcontest@nianticlabs.com no later than October 6, 2019.