

Udacity HTML5 Game Development Contest OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

DETAILS: The goal of this contest is to build on the ideas in the Udacity HTML5 Game Development class (“HTML5 Class”) in a creative way by creating your own game building off the knowledge learned in the HTML5 Class. Enter the contest by posting details about your game to the forum (<http://forums.udacity.com/tags/cs255-contest/#cs255-contest>) (the “Submission”). The contest is open to all students enrolled in the HTML5 Class during the Contest Period (as defined below) (<http://www.udacity.com/course/cs255>) who meet the eligibility requirements described below in Section 3. Participation in the Contest (as defined below) constitutes acceptance of these Official Contest Rules (as defined below).

1. DATES OF CONTEST: The Udacity HTML5 Contest (the “Contest”) begins at 12:00 am UTC on February 20, 2013 and ends at 11:59pm UTC on April 22, 2013 (the “Contest Period”) and consists of two (2) phases as set forth below:

1. Submission Phase: During the submission phase (the “Submission Phase”), Entrants (as defined below) may post their Submissions. The Submission Phase ends at 11:59pm UTC on April 8, 2013. Only Submissions submitted by this date will be considered.
2. Judging Phase: A panel of judges will choose the winners and announce the results on or about April 22, 2013.

2.SPONSORS: Udacity Inc., 2465 Latham Street, 3rd Floor, Mountain View, CA 94040, USA (“Sponsor”).

3. ELIGIBILITY: The Contest is open to any student enrolled in the HTML5 Class during the Contest Period who is at least 18 years of age at the time of entry (the “Entrant”) and is not otherwise voided by entry terms of the Sponsor or its affiliates, licensees, partners, and third party marketing entities. Entrants may combine into groups to create a Submission, in which case the team’s submission shall be considered the Submission of each Entrant. Please note that for the purposes of prize distribution, teams must choose one Entrant to receive the prize if their submission is chosen as a winner. Employees, officers, directors and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of the Sponsor and its respective parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, and any and all other companies associated with this Contest are not eligible to enter.

4. HOW TO ENTER:

- 1) Create an HTML5 game that builds on the concepts and activities covered in the HTML5 Class.
- 2) Post your Submission to the forum (<http://forums.udacity.com/tags/cs255-contest/#cs255-contest>) and include:
 - a) Identification/Notification that the Submission is for the Contest;
 - b) Text, image, video, or other media describing, illustrating and/or representing what you did;
 - c) A link to the code you have written;

- d) The Udacity ID (email address) of the Entrant or Entrants, if submitting as a group, and
 - e) If submitting as a group, designation of the Entrant in the group who should be awarded a Prize (as defined below) if the HTML5 Submission is chosen by the Judges (as defined below) as a winner.
- 3) You may also post links to supplemental documentation (e.g. images, PDF files, website, etc.) but this is not required.

5. TECHNICAL/CREATIVE/LEGAL REQUIREMENTS FOR CONTEST ENTRIES:

- One Submission per Entrant (or per group).
- Submission must be original.
- File formats accepted: .zip, .tar, .gz and web-based (e.g. github) for software code; if Entrant utilizes video or other media, it should be playable on normal tools, e.g. Safari browser on a Mac and/or YouTube.
- If an individual other than Entrant contributes to the Submission and that individual is under the age of 18, Entrant must also obtain and provide to Sponsor the written consent of that person's parent or legal guardian.

Submissions must not:

- Include trademarks, logos, content or copyrighted material not owned by Entrant or used without permission (such as company names, photographs, works of art, or images published on or in websites, television, movies, or other media);
- Use individuals' names, in whole or in part without permission;
- Refer to public figures;
- Contain profanity, pornographic or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, homophobia, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content;
- Defame, misrepresent, or contain disparaging remarks about other people or companies, including but not limited to Sponsor;
- Promote a political agenda regardless of the political affiliation; or
- Contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead without permission.

Entrants are responsible for ensuring that their Submissions comply with the Official Contest Rules, Udacity's Terms of Use

(<http://www.udacity.com/legal/tos>) and Udacity's Privacy Policy

(<http://www.udacity.com/legal/privacy>) (collectively, the "Official Contest Rules"). Sponsor may determine, in its sole discretion, whether a Submission is eligible. Entries that do not comply with the Official Contest Rules, as determined in Sponsor's sole discretion, will be disqualified from the Contest. Decisions of the Sponsor are final and binding.

6. ENTRY TERMS: VOID IN ARIZONA , MARYLAND , PUERTO RICO, AND WHERE PROHIBITED OR RESTRICTED BY LAW (THIS INCLUDES COUNTRIES WHERE PRIZES MAY NOT BE SHIPPED AS SPECIFIED BY LAW OR SPONSOR POLICY). By entering, and as part of the Official Contest Rules, Entrant agrees to comply with Udacity's Terms of Use and Udacity's Privacy Policy. By entering, Entrant warrants that his or her

Submission and all elements thereof satisfy the Terms and Conditions of Udacity's Terms of Use, including, without limitation, warranting that the Submission:

- Is the original work of the Entrant (or a group qualifying as an Entrant);
- Does not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;
- Is not subject to any third party agreements, and that the Sponsor will not be required to pay or incur any sums to any person or entity as a result of its use, exhibition or exploitation of the idea or elements therein;
- Is subject to any required permits from local authorities and other permissions;
- Does not contain any content that is likely to be considered offensive by Sponsor or could adversely affect the name, reputation, or goodwill of the Sponsor; and
- Is automatically subject to the license and rights granted to Sponsor under the terms of Section 16 below.

7. DETERMINING A WINNER: The judges' decisions are final and binding in all matters relating to this Contest. The winners will be announced on the Udacity website (<http://forums.udacity.com/tags/cs255-contest/#cs255-contest>) on or about April 15, 2013. Designation as a winner is subject to proof of compliance with the Official Contest Rules, maintaining compliance with the Official Contest Rules, Udacity Terms of Use and approval by Sponsor, as well as any documentation required under Section 9 of the Official Contest Rules.

8. JUDGING: The Finalists will be judged by a panel of judges ("Judges") selected by Sponsor, who will determine the winner(s) based on the following judging criteria:

- Fun, entertaining gameplay (30% of consideration);
- Creativity and originality (30% of consideration);
- Relevance to the HTML5 Class (20% of consideration); and
- Execution, including how well the Submission works, its design, and its usefulness (20% of consideration).

9. NOTIFICATION OF WINNERS: The potential winners will be notified by mail, telephone, and/or email, in Sponsor's sole discretion, on or about April 15, 2013. These potential winners may be required to sign and properly execute additional documents related to participation in this contest or the prizes, including, but not limited to, an agreement to participate in Udacity-planned events, a publicity release, affidavit of eligibility and any required federal or state tax forms, and return them via scanned email attachment (and subsequently by mail) to Sponsor within 21 days of attempted notification. If Entrant is unable to do so, Udacity reserves the right to disqualify the Entrant as a potential prize winner. If any documents sent to the potential winner by any means are returned as undeliverable or if a potential winner fails to properly execute and return all documents described herein in the time noted, or if a potential winner is found not to be eligible or not in compliance with the Official Contest Rules, such potential winner will be disqualified. No more than seven (7) prizes will be awarded (collectively, "Prizes"). Except where prohibited by law, all Entrants agree that Sponsor may announce the Entrant's name, home city, and state and use the Submissions (in whole or in part) and the image and likeness of the winners online and in any channel(s) of media it deems appropriate. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate Entrant based on the judging criteria detailed above even if the disqualified potential

winner's name or Submission may have been shown or announced online. Prizes will be delivered to winners approximately 12 weeks after the conclusion of the Contest.

10. PRIZES: The grand prize will be awarded to one (1) individual Entrant (or to the specified designee for a group qualifying as an Entrant), selected by the Judges for "Best Overall Game" and is comprised of:

- Airfare, hotel accommodation, and travel for winning Entrant to Mountain View, California for guest participation in Udacity course of the Sponsor's choosing,
- A single attendee pass to the Google I/O 2013 event, being held at Moscone Center in San Francisco, CA from May 15-17, 2013. Winner must complete their registration for Google I/O 2013 via the event website <https://developers.google.com/events/io/> before May 1, 2013 and provide the promotional code associated with their attendee pass during the registration process. The attendee pass cannot be sold or transferred to any other individual (the "Grand Prize").

The Approximate Retail Value (ARV) of the attendee pass is \$900 USD. The ARV of all elements of the Grand Prize to be awarded shall not exceed \$2,800 (USD) in aggregate, including airfare, hotel accommodation, travel and attendee pass to Google I/O 2013 event. The Grand Prize winner will not receive any cash prize as part of the Grand Prize.

Additional Prizes will be awarded to one (1) individual Entrant per category (or to the specified designee for a group qualifying as an Entrant), selected by the Judges in each of the following categories ("Category Prizes" and together with the Grand Prize, the "Prizes" and individually a "Prize"):

- "Most Innovative Game"
 - Prize comprised of one (1) Chromebook (or comparable item)
- "Best Style Game"
 - Prize comprised of one (1) Chromebook (or comparable item)
- "Most Impressive Performance Game"
 - Prize comprised of one (1) Chromebook (or comparable item)
- "Most Fun Game"
 - Prize comprised of one (1) Nexus 7 tablet (or comparable item)
- "Most Educational Game"
 - Prize comprised of one (1) Nexus 7 tablet (or comparable item)
- "Best Use of Physics"
 - Prize comprised of one (1) Nexus 7 tablet (or comparable item)

The ARV of all prizes, Grand Prize and Category Prizes, to be awarded is \$4,400 (USD) in aggregate. Neither the Grand Prize winner nor the Category Prize winners will receive any cash prize as part of the Category Prizes.

The Prizes are non-transferable and no substitutions are allowed, except at Sponsor's sole discretion. Each winner is solely responsible for all matters that may become due in respect to each Prize, including, but not limited to, all applicable federal, state and local taxes.

11. PRIZE CONDITIONS: Prize(s) will be awarded after April 15, 2013 within a reasonable time after completion of any required documentation or approvals as set out in Section 9 except in circumstances where the distribution of the prize would violate laws, policies of

the Sponsor, or policies of promotional partners or affiliates. Winner(s) consents to the use of his/her/its name, likeness, biographical information, voice and Submission in advertising worldwide without additional compensation. Winner(s) also acknowledges that all Submissions are licensed under the terms and conditions of Section 16 below. Winner(s) also acknowledges that if the Submission was part of a group only one Prize per group will be awarded to the designee the group specified in the original Submission; and accordingly, except for such specified designee, each member of a group providing a Submission hereby expressly and irrevocably waives any and all right to any Prize or share thereof.

12. GENERAL RULES OF PARTICIPATION: By participating in this Contest, Entrants agree to be bound by the Official Contest Rules and the decisions of the Judges, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Contest any Entrant it believes has violated the Official Contest Rules. By participating in this Contest, Entrants and winners release the Sponsor from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Contest, and/or the receipt or use/misuse of the Prizes awarded, including, without limitation, liability for personal injury, death or property damage. All Contest materials are subject to verification and are void if (a) not obtained in accordance with the Official Contest Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Contest materials submitted to Sponsor, including, but not limited to, any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail, forum, or Submission to be received on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Contest. In the event any portion of this Contest is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Contest, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Contest and select the potential winners from all eligible, non-suspect entries received prior to such action using the judging procedure outlined above. No payment is necessary to enter to win. Winning a Prize constitutes permission for Sponsor and its agencies to use winners' Submission, names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, without further compensation, unless prohibited by law. Sponsor and/or its designees are not responsible for any unauthorized use of Entrant's Submission by visitors to the forum or web sites where Entrant or Sponsor and/or its designees publish Entrant's Submission. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated voting or quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor. CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

13. NO LIABILITY: By participating, Entrants agree to release, discharge, indemnify and hold harmless the Sponsor(s) from and against any claims made by winners, Entrants, or any other third parties, related in any way to the operation of this Contest as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

14. WINNERS LIST: The winners will be announced on or about April 15, 2013 on the Udacity website (<http://forums.udacity.com/tags/cs255-contest/#cs255-contest>).

15. DISPUTES: Except where prohibited, Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest; all issues and questions concerning the construction, validity, interpretation and enforceability of the Official Contest Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest; or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California; and that all resolution shall be within and by the courts of that state; (b) any and all claims, judgments and awards against Sponsor shall be limited to actual out-of-pocket costs incurred by Entrant, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

16. ADDITIONAL CONTEST TERMS: By entering this Contest, and to the extent allowed by law, Entrants hereby grant Sponsor and its affiliates, licensees, promotional partners, and third party marketing entities an irrevocable, worldwide, perpetual, royalty-free, fully paid-up and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display the Submissions (including any materials or concepts therein), with the right to sublicense such rights (to multiple tiers), for any purpose (including for any commercial purpose). Additionally, Entrants acknowledge and agree that Sponsor shall have the complete and final editorial control over any class, course or material that uses or incorporates the Submissions (including any materials or concepts therein), and accordingly, Entrants hereby grant Sponsor and its affiliates, licensees, promotional partners, and third party marketing entities the right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Submissions (including any ideas or concepts therein), in perpetuity in any and all media, including but not limited to digital and electronic media, computer, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial or any other purposes without further review, notice, approval, consideration, or compensation. Entrants waive and release Sponsor, and each of its affiliates from any and all claims that Entrants may now or hereafter have in any jurisdiction based on any claims, including but not limited to "moral rights" or "droit morale" or unfair competition with respect to Sponsor's exploitation of Submissions

without further notification or compensation to Entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor and its affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any Submission or any modification or derivative works thereof, infringe or violate any of Entrants' rights therein. These rights are not exclusive of and in addition to any rights granted to Sponsor under Udacity's Terms of Use.