

VIVEPORT DEVELOPER AWARDS TERMS & CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

PRIZEWINNERS MAY BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN FIVE (5) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.

THESE TERMS AND CONDITIONS ARE SUBJECT TO THE VIVEPORT DEVELOPER DISTRIBUTION AGREEMENT.

BY ENTERING THIS CONTEST, ENTRANT AGREES THAT ITS SOFTWARE (AS DEFINED HEREIN) WILL BE MADE AVAILABLE FOR PUBLIC DURING THE CONTEST PERIOD AND THROUGHOUT THE JUDGING PROCESS, AS DESCRIBED IN MORE DETAIL BELOW.

EACH ENTRANT ALSO AGREES THAT, IF ENTRANT IS SELECTED AS A WINNER IN THIS CONTEST AND ELECTS TO PUBLISH OR OTHERWISE MAKE ITS SOFTWARE AVAILABLE FOR USE OR DISTRIBUTION PUBLICLY (OTHER THAN AS REQUIRED AS PART OF THIS CONTEST), ENTRANT AGREES, AT A MINIMUM, TO MAKE SUCH SOFTWARE AVAILABLE THROUGH SPONSOR'S VIVEPORT (OR SPONSOR'S OTHER STORES, IF CHANGED IN THE FUTURE, AS DETERMINED IN SPONSOR'S SOLE DISCRETION) ("VIVEPORT") FOR A PERIOD OF NOT LESS THAN TWO (2) YEARS OR FOR SO LONG AS WINNER MAKES SUCH SOFTWARE PUBLICLY AVAILABLE.

BY ENTERING THIS CONTEST, ENTRANT AGREES TO THESE TERMS AND CONDITIONS ("TERMS"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM THE ENTRANT (i.e., A REQUIREMENT THAT THE ENTRANT DEFEND AND/OR REIMBURSE SPONSOR FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.

OVERVIEW:

The Viveport Developer Awards ("**Contest**") is sponsored by HTC Corporation ("**Sponsor**"). The Contest begins at 12:00:00 AM Pacific Time ("**PT**") on December 13, 2017, submissions must be uploaded to Viveport by February 9, 2018 at 11:59:59 PM PT ("**Submission Period**"), and the Contest will end on March 19, 2018 ("**Contest Period**").

To be eligible for this Contest, participants must have published content on Viveport during the Submission Period. Any content that was a nominee or winner of a previous Contest will be disqualified.

Eligible entries received in accordance with these Terms will be subject to an evaluation process. All eligible entries received in this Contest will be reviewed and evaluated by first, a panel of Sponsor employees, and then, a panel of Sponsor-selected Judges (defined below). The Judges will confine their review to the Software submitted by each Entrant (all terms defined below) and will perform a cursory review of the Entrant's Software to confirm that it functions as described. The Nomination Panel will select ten (10) finalists in accordance with judging procedures detailed under the "Nominee and Winner Selection" section below: two (2) finalists across each of the Categories, as defined below. Sponsor Judges will select ten (10) finalists total: five (5) 1st place winners from each of the Categories (as defined below), and five (5) 2nd place winners from each of the Categories.

PRIZES IN THIS CONTEST WILL BE AWARDED TO THE ENTRANT IDENTIFIED IN THE APPLICABLE ENTRY CATEGORY (WHETHER AN INDIVIDUAL, TEAM, OR ORGANIZATION). IF THE ENTRANT IS A TEAM (AS DEFINED IN THESE TERMS), THEN, UNLESS OTHERWISE SPECIFIED BY SPONSOR OR A PRIZE PROVIDER, THE PRIZE WILL BE DIVIDED

EQUALLY AMONG ALL NATURAL PERSONS IDENTIFIED DURING THE ENTRY PROCESS AS COMPRISING THE ENTRANT TEAM.

ELIGIBILITY:

For the purposes of this Contest, the “**Territory**” means the United States, Canada (excluding Quebec), United Kingdom, Germany, France, Sweden, Netherlands, Australia, New Zealand, Taiwan, South Korea, Switzerland, Norway, Poland, Austria, Belgium, Russia, Thailand, Singapore, India, Argentina, Brazil, Finland, Hong Kong, Ireland, Italy, Portugal, Romania, Spain, Brunei, Bulgaria, Burma, Cambodia, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Greece, Hungary, Iceland, Indonesia, Laos, Latvia, Lithuania, Luxembourg, Macau, Malta, Malaysia, Peru, Philippines, Slovakia, Slovenia, Uruguay, Vietnam, Mexico and Japan. This Contest is open only to the following:

(a) natural persons who are, as of the date of entry, (i) a legal resident of a nation within the Territory and (ii) at least eighteen (18) years old and the age of majority in their jurisdiction of residence (e.g., country, province, state, prefect, territory, district, etc.) (any and each, an “**Individual**”); or

(b) entities and organizations that are, as of the date of entry, legally formed or recognized by a jurisdiction within the Territory and have a principal place of business in the Territory (any and each, an “**Organization**”); or

(c) an association of not more than ten (10) individuals that does not constitute a legally recognized entity, provided that each natural person comprising such an association is (i) a legal resident of a nation within the Territory and (ii) at least eighteen (18) years old and the age of majority in their jurisdiction of residence (any and each, a “**Team**”). A Team Entrant may have no fewer than two (2) and no more than ten (10) members.

(Where distinction is not necessary, any Individual, Organization, or Team (including each Team member) that enters or takes steps to participate in this Contest is referred to in these Terms as an “**Entrant.**”)

Employees, officers, directors, members, managers, agents, and representatives of Sponsor, employees, officers, directors, members, managers, agents, and representatives of Sponsor’s ViveX Program, or any other entities participating in the design, promotion, marketing, administration, or fulfillment of this Contest, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies (collectively, the “**Contest Entities**”) and any family member or member of the same household (whether or not related) of any such persons are not eligible to enter or win a prize in this Contest. For purposes of this Contest, the term “family member” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

Entrant (including each member of a Team) shall use their true identification to register as Entrant and upload and publish Entrant’s works to Viveport. Entrant must not be under any legal or contractual obligation that would prohibit its participation in this Contest as described in these Official Rules. If participating in this Contest would result in a violation by Entrant of any law applicable to it or any agreement to which it is a party, such Entrant is ineligible. Participation in this Contest constitutes Entrant’s full and unconditional agreement to and acceptance of these Terms and the decisions of Sponsor, which are final and binding in all matters. Any natural person completing the entry process described in these Terms on behalf of an Organization Entrant must be authorized to legally bind that Organization.

HOW TO ENTER:

To be eligible for award consideration, eligible Entrants must create, develop and publish software that is compliant with (i) the Viveport Developer Distribution Agreement content submission guidelines and (ii) these

Viveport Developer Awards Terms & Conditions, including each of the Submission Requirements detailed below (“**Software**”). Entrant’s Software must be uploaded to Viveport during the Submission Period. Entrants must select the category they wish to enter in the Viveport Developer Console.

By submitting Software as described above Entrant understands and agrees that its Software will be made available to Sponsor and its Judges at no cost to Sponsor during the CONTEST PERIOD AND THROUGHOUT THE JUDGING PROCESS.

An Entrant’s Software and any other text, images, audiovisual materials, code, software, or other content that an Entrant submits to Sponsor as part of this Contest are referred to collectively as the Entrant’s “**Entrant Content**,” and, when submitted in accordance with these Terms and all instructions of Sponsor and actually received by Sponsor, constitute Entrant’s “**Entry**.”

All eligible Entries received during the Contest Period will be judged as more fully detailed in the “Nominee and Winner Selection” section.

Entries must be submitted and received by Sponsor during the Submission Period through Viveport in strict accordance with these Terms. The database clock for Viveport will be the official timekeeper for this Contest. For purposes of this Contest, only complete Entries that are actually received by Sponsor through Viveport and during the Submission Period will be considered. Other proof of submitting or attempting to submit an Entry (such as, without limitation, a screenshot or an automated email confirmation message from Sponsor) does not constitute proof of actual receipt of the Entry for purposes of this Contest. Those who do not abide by these Terms and the instructions of Sponsor and provide all required Entrant Content may, in Sponsor’s sole discretion, be disqualified. Entries or participation may not be acknowledged and will not be returned. Entries (or participation that does not qualify as an “Entry”) that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made on behalf of an Entrant by a third party not affiliated or associated with that Entrant (as determined by Sponsor in its sole discretion) or originating through any commercial promotion subscription, notification, or entering service will be declared invalid and disqualified for this Contest. No Released Party (defined below) will have any responsibility or liability for any dispute regarding any Entrant, including the identity of any Individual Entrant, the composition or members of a Team or Organization Entrant, or the distribution of any prize won among members of a Team or Organization Entrant. In the event that any dispute regarding an Entry or Entrant (including those regarding the identity or members of an Entrant Team/Organization or any Entrant’s rights in the applicable Software) cannot be resolved to Sponsor’s satisfaction, the Entry will be deemed ineligible and the Entrant disqualified. Sponsor will collect and process Entrants’ personal information and it will be shared with Sponsor’s partners, agents and affiliates to the extent necessary to conduct the Contest, including for prizes to be delivered to the winners. The collection and storage of winners’ personal information will be in accordance with Sponsor’s applicable privacy policy in place from time to time (a copy of which can be found at <http://www.htc.com/us/terms/privacy/>). As a condition of entering the Contest, without limiting any other provision in these Terms, each Entrant gives consent for Sponsor and its agents to obtain and deliver their name, email or mailing address, and other information and Entry to third parties for the purpose of administering this Contest and complying with applicable laws, regulations, and rules.

SUBMISSION REQUIREMENTS:

Entrant Content must meet all of the following requirements, as determined by Sponsor in its sole discretion, or the associated Entry may be disqualified:

- **All aspects of the Entrant Content must be solely owned by or licensed to the Entrant or in the public domain. All third-party content not owned by or licensed to the Entrant is prohibited, unless such content is in the**

public domain. Entrant's rights in the Entrant Content must be sufficient to allow it to grant all rights granted to Sponsor, the other Contest Entities, or any other party under these Terms. Sponsor may request written proof of ownership of or adequate license to Entrant of any Entrant Content. Failure to timely provide adequate proof of ownership or sufficient license rights in any content included in the Entrant Content (as determined by Sponsor in its sole discretion) may result in the Entrant being disqualified and all Entries deemed void.

- If any part of an Entrant's Entrant Content depicts or includes any person that is not Entrant him- or herself or, for a Team or Organization Entrant, a member of the Team/Organization, Entrant must have all permissions and rights from the individual depicted (and, if such individual is a minor, their parent or legal guardian) and agrees to provide Sponsor with written confirmation of those permissions and rights upon request.
- Entrant Content must not create or imply any association between Sponsor and any individual or entity or their products or services, including the Entrant. Entrant Content must not contain any recognizable third-party trademarks (including logos), trade dress, or other brand elements, including, without limitation those of Sponsor. By way of example and without limiting any other provision of these Terms, Entrant may not use Sponsor's Vive trademark or its logo in any way that creates a likelihood of confusion as to source or sponsorship, including, without limitation, implying an affiliation or association between Entrant and Sponsor that could potentially confuse a user regarding whether the Entrant Content originates from or was created by Sponsor. **Do not use the Vive trademark in the name of your Software.**
- Entrant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, patent, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.
- Entrant Content must not include information or content that is pornographic or otherwise adult-oriented.
- Entrant Content must not in any way violate any federal, national, state, provincial, territorial, or local laws, rules, or regulations, or any applicable laws of other applicable jurisdiction(s).
- Entries may be deemed ineligible and void if any Software, Software title, or other Entrant Content is, in Sponsor's sole discretion, objectionable or inappropriate.
- **Entrant agrees that their participation in the Contest and agreement to these Terms and any Contest Entity's reproduction, display, translation and use of the Entrant Content in accordance with these Terms will not violate any agreement to which Entrant (or any member of a Team Entrant) is a signatory or party or any law applicable to Entrant.**
- **Entrant agrees to indemnify the Contest Entities against any and all claims from any third party for any use or reuse by any Contest Entity of the Entrant Content authorized under these Terms.**

Sponsor reserves the right in its sole discretion to disqualify from the Contest any Entrant (and all natural persons comprising such Entrant) whose Entry (in its sole discretion) refers, depicts, or in any way reflects negatively upon a Contest Entity, the Contest, or any other person or entity or does not comply with these Terms, including any of the above Submission Requirements.

NOMINEE AND WINNER SELECTION:

Judging Process. Eligible Entries received during the Submission Period will be evaluated as follows:

All eligible Entries will be first reviewed and evaluated by a panel of Sponsor employees selected by Sponsor in its sole discretion ("**Nomination Panel**"). The Nomination Panel will review the Software submitted by each Entrant and evaluate the Software based on the following: (i) engagement metrics including, but not limited to, total

downloads, total user sessions and overall time played and (ii) overall virtual reality experience of the Software (including how fun, useful, and engaging the Entrant's Software is).

The Nomination Panel will select two finalists in each of the following categories ("Categories"):

- (i) **Entertainment:** Captivates the player in an engaging world and story. Features interactivity that is satisfying and rewarding. Leaves a lasting impression. Encourages the player to revisit the title again and again. Games and narrative-driven experiences.
- (ii) **Education:** Offers immersive and interactive learning experiences for the classroom or outside of it. Sparks curiosity, imagination and passion for intriguing subject matter.
- (iii) **Arts & Culture:** Enables, preserves, and democratizes creation in the arts. Addresses a diverse, global audience and contributes to the knowledge and enjoyment of cultural heritage.
- (iv) **Enterprise:** Transforms businesses with digital innovation. Accelerates the way teams create, cooperate and execute. Impacts key areas such as visualization, design, collaboration, marketing/sales and simulation/training.
- (v) **Arcade:** Delights customers new to virtual reality. Designed for location-based entertainment considering ease of learning and playtime. A great choice for venues and businesses offering virtual reality experiences.

The Nomination Panel will select one nominee from the eligible Entries in each Category at the close of the Submission Period. The Sponsor will notify each nominated Entrant approximately seventy-two (72) hours in advance of any official announcement of the nomination by Sponsor and if necessary, request any additional information from the nominated Entrant to determine eligibility. If the Sponsor does not hear back from the nominated Entrant within forty-eight (48) hours, Sponsor may nominate alternate Entrants at its discretion. Assuming the nominated Entrant meets all Contest eligibility requirements, Sponsor reserves the right to proceed with an official announcement of the Entrant's nominee selection. The Nomination Panel will select a total of ten (10) finalist Entrants, two (2) for each of the Categories.

Each nominated Entry will then be reviewed and evaluated by a panel of judges selected by Sponsor in its sole discretion. The panel of judges will be comprised of approximately eight (8) Sponsor employees and other VR industry experts/enthusiasts ("**Final Award Panel**"). The Final Award Panel will review the nominated Entry, evaluating the overall virtual reality experience of the Software (including how fun, useful, and engaging the Entrant's Software is).

Each Nominees' Entry will be scored on a scale of one (1) to five (5) by each Judge for the Categories. The two (2) Entries with the highest scores in each of the Categories will be selected as the potential winners of the Prizes. In the event of a tie in the selection of any potential Winner, the tie will be resolved in favor of the Entry with the higher number of downloads. If the tie persists, it will be resolved in favor of the Entry with the higher average duration of time users spend in the experience.

Entrants are prohibited from offering inducement in connection with votes or obtaining votes by any fraudulent or inappropriate means, as determined by the Sponsor in its sole discretion, including, without limitation, by offering prizes or other incentives or inducements in exchange for votes. Use of these techniques or acting in any

manner with the intent or effect of impairing the integrity of the voting process, is prohibited and all such votes will, upon discovery by the Sponsor, be deemed null and void and may lead to the disqualification of the applicable Entrant.

AN ENTRANT MAY WIN A MAXIMUM OF TWO (2) PRIZES IN THIS CONTEST, IRRESPECTIVE OF THE NUMBER OF ENTRIES SUBMITTED BY THAT ENTRANT. Sponsor reserves the right to contact Entrants for verification purposes and administration of the Contest. All Judges' decisions are final and binding in all matters relating to this Contest. Each Entrant acknowledges that other Entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to their Entry (including, without limitation, a similar Software program), and that he/she/it will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities.

Sponsor or its designee will attempt to notify the potential winners by telephone or email (as determined by Sponsor in its sole discretion) on or around February 19, 2018. Sponsor will announce the potential winners on the Contest Site on or around February 26, 2018. (All dates and times as measured in the US Pacific Time Zone.) Each potential winner (including each individual member of any Team winner) may be required to complete, execute, have notarized (if applicable), and return an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law), tax documents, accept the Viveport Developer Distribution Agreement at <http://developer.htcvive.com/console/>, and related prize-acceptance documents (collectively, "Prizewinner Documents") within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Prizewinner Documents, if applicable, must be received by Sponsor from the potential winner (including each individual member of any Team winner) within five (5) days of Sponsor sending the documents to the potential winner (or other time frame as stated in the Prizewinner Documents) or prize may be forfeited and an alternate winner selected. If any notification or other Contest-related communication is returned as undeliverable, or if a selected potential winner cannot be reached or does not respond as instructed after Sponsor has attempted to notify that potential winner, that selected potential winner may be disqualified and an alternate winner may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prize claim and Prizewinner Documents are subject to verification by Sponsor. In the event there are fewer eligible Entries received by Sponsor than there are stated Finalists or prizes in these Terms, Sponsor reserves the right to advance fewer Finalists to the second round of judging or to award fewer prizes (as applicable) in accordance with the number of eligible Entries actually received. Sponsor will not be obligated to pursue more than two (2) alternate winners (time permitting) for any prize for any reason.

AS A CONDITION OF WINNING ANY PRIZE IN THIS CONTEST, EACH WINNER AGREES THAT IF THEY ELECT TO SELL, PUBLISH, OR OTHERWISE PUBLICLY DISTRIBUTE THE WINNING SOFTWARE OR ANY DERIVATIVE WORK ARISING THEREFROM (OTHER THAN DISTRIBUTION THROUGH THE CONTEST SITE AS REQUIRED FOR ENTRY INTO THIS CONTEST AND MORE FULLY DESCRIBED ABOVE), WINNER WILL MAKE SUCH SOFTWARE AVAILABLE FOR DISTRIBUTION THROUGH VIVEPORT FOR A PERIOD OF NOT LESS THAN TWO (2) YEARS OR FOR SO LONG AS WINNER MAKES SUCH SOFTWARE AVAILABLE TO THE PUBLIC THROUGH ANY CHANNEL OR MEDIUM. THIS REQUIREMENT IS NON-EXCLUSIVE. IF ANY POTENTIAL WINNER DOES NOT AGREE TO THIS REQUIREMENT, THAT ENTRANT WILL BE DISQUALIFIED AND NO CONTEST ENTITY WILL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO IT (OR ANY OF ITS MEMBERS).

PRIZES, QUANTITY AND APPROXIMATE RETAIL VALUE ("ARV"):

Entertainment Category:

- (a) *One (1) First Prize Winner*

Subject to verification, the one (1) first prize winner for the Entertainment category in this Contest will receive a prize consisting solely of the following: fifty thousand US dollars (\$50,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

(b) One (1) Second Prize Winner

Subject to verification, the one (1) second prize winner for the Entertainment category in this Contest will receive a prize consisting solely of the following: twenty thousand US dollars (\$20,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

Education Category:

(a) One (1) First Prize Winner

Subject to verification, the one (1) first prize winner for the Education category in this Contest will receive a prize consisting solely of the following: fifty thousand US dollars (\$50,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

(b) One (1) Second Prize Winner

Subject to verification, the one (1) second prize winner for the Education category in this Contest will receive a prize consisting solely of the following: twenty thousand US dollars (\$20,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

Arts & Culture Category:

(a) One (1) First Prize Winner

Subject to verification, the one (1) first prize winner for the Arts & Culture category in this Contest will receive a prize consisting solely of the following: fifty thousand US dollars (\$50,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

(b) One (1) Second Prize Winner

Subject to verification, the one (1) second prize winner for the Arts & Culture category in this Contest will receive a prize consisting solely of the following: twenty thousand US dollars (\$20,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

Enterprise Category:

(a) One (1) First Prize Winner

Subject to verification, the one (1) first prize winner for the Enterprise category in this Contest will receive a prize consisting solely of the following: fifty thousand US dollars (\$50,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

(b) One (1) Second Prize Winner

Subject to verification, the one (1) second prize winner for the Enterprise category in this Contest will receive a prize consisting solely of the following: twenty thousand US dollars (\$20,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

Arcade Category:

(a) One (1) First Prize Winner

Subject to verification, the one (1) first prize winner for the Arcade category in this Contest will receive a prize consisting solely of the following: fifty thousand US dollars (\$50,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

(b) One (1) Second Prize Winner

Subject to verification, the one (1) second prize winner for the Arcade category in this Contest will receive a prize consisting solely of the following: twenty thousand US dollars (\$20,000), a produced studio interview video, priority access to new developer hardware, and a physical award trophy.

The total ARV for all prizes available in this Contest is three hundred and fifty thousand US dollars (\$350,000).

PRIZES IN THIS CONTEST WILL BE AWARDED TO THE ENTRANT IDENTIFIED IN THE APPLICABLE ENTRY (WHETHER AN INDIVIDUAL, TEAM, OR ORGANIZATION). IF THE ENTRANT IS A TEAM (AS DEFINED IN THESE TERMS), THE PRIZE WILL (UNLESS OTHERWISE SPECIFIED BY SPONSOR OR PRIZE PROVIDER) BE DIVIDED EQUALLY AMONG ALL NATURAL PERSONS IDENTIFIED DURING THE ENTRY PROCESS AS COMPRISING THE ENTRANT TEAM. Each prize will be awarded in a single payment to applicable confirmed winner made within approximately sixty (60) days of winner verification.

Prize elements delivered by mail will only be mailed to the winning Entrant's address within the Territory. Prize details not specifically stated in these Terms, (including the form or method of any payment) will be determined by Sponsor in its sole discretion. All taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, Taiwan withholding tax (if applicable) and/or local taxes), as well as any expenses arising from acceptance or use of the prize and not specified in these Terms as being provided as part of the prize, are the sole responsibility of the prizewinner. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prize or prize element or any prize that is undeliverable or does not reach a prizewinner because of incorrect or changed contact or bank routing information. If a prizewinner does not accept or use the entire prize for any reason, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers will be made. Sponsor reserves the right to substitute any stated prize or any component thereof with another prize or component of equal or greater value in case that the prize is not available for unexpected reasons. No more than the stated prizes will be awarded. Entrants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption and any liability and publicity which might arise from claiming or seeking to claim said prize. No Released Party (defined below) will have any responsibility for division of prizes among natural persons comprising any prizewinning Entrant that is a Team or Organization or any liability to any natural person not receiving a prize who is a member of such a Team or Organization.

LICENSE:

By submitting Entrant Content, each Entrant (if the Entrant is a Team, this shall refer to each individual member of such Team holding intellectual property rights in the Entrant Content) grants to the Contest Entities (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission

(including the rights in Articles 27 and 28 of the Copyright Act of Japan) to use, edit, modify, revise, copy, reproduce, the right to convert one's work from one language to another language; or authorize others to translate, distribute, the right to make one's work available to the public by wire or wireless means, the right to adapt any such Entrant Content submitted by the Entrant (including its Software and any of Entrant's trade names or trademarks, including logos) in perpetuity and in any medium now known or hereafter devised (including online and in digital media), anywhere throughout the world and in any language, without further obligation or compensation of any kind to Entrant, for the purposes of administering this Contest and for the Contest Entities' advertising, trade, promotional and publicity purposes, and shall not exercise its moral rights (the right to make any Entrant Content public, right to determine the display of the author's name, and right to preserve the integrity of any Entrant Content). Aside from the rights granted the Contest Entities under these Terms, Entrant remains (as between Entrant and the Contest Entities) the owner of all right, title, and interest in and to the Entrant's Entrant Content. **Without limiting the foregoing, Entrant understands and agrees that, by submitting their Software during the entry process described above, Entrant's Software will be made publicly available for distribution to and/or download and use by end-users of the Contest Site during the Contest Period and throughout the judging process, as further described above. Entrant grants to the Contest Entities the right and permission to use, publish, and otherwise publicly perform and distribute its Software and other Entry Content as necessary to administer this Contest and as otherwise described in these Terms.**

Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and each of the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to submit their Entry for purposes of the Contest does not place any of 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 Entry (including, without limitation, the Software), other than as set forth in these Terms. (For the sake of clarity and without limiting the foregoing, these Terms do not purport to modify the terms of any separate agreement between Sponsor and any Entrant, including any confidentiality or non-disclosure agreement.) Each Entrant understands and acknowledges that the Contest Entities have wide access to ideas, text, images, code, applications, software, and other creative materials. Each Entrant also acknowledges that many ideas for games, other applications, or online services may be competitive with, similar to, or identical to its Software and/or each other in idea, function, components, 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 Entity's use of any such similar or identical material that has or may come to such Contest Entity from other sources. Each Entrant acknowledges and agrees that no Contest Entity has now or will have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Entrant's patent, copyright or other proprietary rights in and to their Software or any other part of its Entrant Content. Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Entrant Content (including the Software), 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 any Contest Entity application, service or other property, and Entrant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: NOTHING IN THESE TERMS LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, EACH OF THE CONTEST ENTITIES, THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") EXCLUDE FROM THESE TERMS ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND

INDEMNIFY (i.e., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR AWARDED OF A PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY CONTEST- OR PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO/OF PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF FRAUD OR BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SPONSOR OR A THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH PRIZEWINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

ADDITIONAL DISCLAIMERS:

The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Entrant (or a member of any Entrant Team or Organization), or by human error (except to the extent that any of the following occur for reasons within Sponsor's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Entries or votes made by illegitimate means (such as, without limitation, by an automated computer program) or in excess of the above-stated limit; any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Contest-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Contest-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Contest or the processing of Entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use of any prize. Without limiting any other provision of these Terms, no Released Party is responsible or liable for any injury or damage to the persons or property of Entrant or any third party based on use by such party of Entrant's Software or other Entrant Content made available as part of this Contest or based on any use by Entrant of the Software or Entrant Content of any other participant in this Contest. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. No Released Party is responsible or will have any liability for any purported Entrant Content (including, without limitation, any Progress Video) that is removed from any Hosting Site for any reason at any time prior to the award of the prizes in this Contest, including removal by a Hosting Site of a purported Progress Video in response to such content being "flagged" or reported as inappropriate. No Released Party is responsible for changes to any Hosting Site or any of the functionality of any such Hosting Site that may interfere with the Contest or ability of an Entrant to participate. Released Parties are not responsible, and may disqualify an Entrant, if any contact information provided by the Entrant does not work or is changed without giving prior written notice to Sponsor. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any Entrant or winner (or any person claiming through such Entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Contest activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental

or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

The following specific terms only apply for Entrants that reside in Germany. If you have your habitual residence in Germany, the Additional Disclaimers section of these Terms and the Limitations of Liability & Disclaimer of Warranties section of these Terms do not apply to you. Instead, the following Section does apply to you:

SPONSOR AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, REPRESENTATIVES AND AGENTS (THE "INDICATED PARTIES") SHALL BE LIABLE AS FOLLOWS:

- (I) THE INDICATED PARTIES SHALL BE FULLY LIABLE FOR INTENT AND GROSS NEGLIGENCE AS WELL AS FOR DAMAGES CAUSED BY INJURY TO LIFE, BODY OR HEALTH.
- (II) IN AN EVENT OF SLIGHT NEGLIGENCE, THE INDICATED PARTIES SHALL BE LIABLE ONLY FOR BREACHES OF A MATERIAL CONTRACTUAL OBLIGATION (CARDINAL DUTY). A "CARDINAL DUTY" IN THE MEANING OF THIS PROVISION IS AN OBLIGATION WHOSE FULFILLMENT MAKES THE IMPLEMENTATION OF THIS CONTRACT POSSIBLE IN THE FIRST PLACE AND ON THE FULFILLMENT OF WHICH THE CONTRACTUAL PARTNER MAY THEREFORE GENERALLY RELY.
- (III) IN A CASE ACCORDING TO CLAUSE (II), THE INDICATED PARTIES SHALL NOT BE LIABLE FOR ANY LACK OF COMMERCIAL SUCCESS, LOST PROFITS AND INDIRECT DAMAGES.
- (IV) LIABILITY IN ACCORDANCE WITH THE ABOVE CLAUSES (II) AND (III) SHALL BE LIMITED TO THE TYPICAL, FORESEEABLE DAMAGES.
- (V) ANY POTENTIAL LIABILITY ON THE PART OF THE INDICATED PARTIES FOR ANY WARRANTIES AND FOR CLAIMS BASED ON THE GERMAN PRODUCT LIABILITY ACT SHALL REMAIN UNAFFECTED.

GENERAL RULES:

By entering this Contest (except where prohibited by law), each natural person signing these Terms as part of an Entry (as the Entrant OR AS an Entrant Team or Organization) grants the Contest Entities the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, biographical information, any quotes attributable to him or her, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Contest Entities' sole discretion) for advertising, trade, promotional and publicity purposes related to the Contest and the awarding of prizes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each such person releases all Contest Entities from any and all liability related to such authorized uses. Nothing contained in these Terms obligates any Contest Entity to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Contest, including interpretation of these Terms, acceptance or rejection of Entrants, Entries, or votes, selection of the winners, and awarding of the prizes. All Entrants, as a condition of entry, agree to be bound by these Terms. Failure to comply with these Terms may result in disqualification from the Contest. Participants further agree to not damage or cause interruption of the Contest and/or prevent others from participating in the Contest. Sponsor reserves the right to restrict or void participation (including, without limitation, votes) from any IP address, email address or domain, device, or other designator or identifiable source if any Entry, vote, and/or participation is suspected to be fraudulent, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to void Entries, votes, or other participation by any person or entity who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these

Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in the Contest or these Terms. If Sponsor determines (at any time and in its sole discretion) that any winner or potential winner is disqualified, ineligible, in violation of these Terms, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Sponsor reserves the right to disqualify such winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. Sponsor's failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Contest is not capable of running as planned for any reason (including, without limitation, as a result of actual or suspected fraud or other improper participation or votes), Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest and award the prizes based on eligible, non-suspect Entries received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, participates or submits Entries or votes by fraudulent means, or is otherwise determined to be in violation of these Terms in an attempt to obtain a prize, Sponsor may disqualify that person (and any Entrant on the behalf of which such person participated in the Contest) and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding an Entry cannot be resolved to Sponsor's satisfaction, such Entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

SPONSOR RESERVES THE RIGHT TO CHANGE THESE RULES AT ANY TIME IN ITS SOLE DISCRETION.

DISPUTES/GOVERNING LAW:

Except where prohibited by law, any and all disputes, claims, and causes of action between a participant and any Released Party arising out of or connected with this Contest, the determination of any winner, or any prize awarded must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the participant's actual out-of-pocket expenses (if any), not to exceed twenty-five dollars (\$25 USD) and each participant further waives all rights to have damages multiplied or increased.

This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of the State of Washington, USA, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any other jurisdiction. Any legal actions, suits or proceedings related to this Contest (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over King County, Washington, USA, and each entrant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest.

PRIVACY STATEMENT FOR AUSTRALIAN ENTRANTS: Entrants' personal information will be collected to enable the Sponsor and its agencies to administer and promote this Contest (and its winners). The personal information of winners may be provided to third parties assisting in the conduct of the Contest, including prize suppliers and deliverers, and for publicity purposes surrounding the Contest. If the personal information requested is not provided, the entrant may not participate in the Contest. Entrants' personal information may be disclosed outside Australia, including to the United States. By entering this Contest, the Entrant consents to the use of their personal

information as described. If an Entrant does not truthfully provide all requested personal information, the Sponsor may determine that the Entrant is not eligible to win a prize. Sponsor's privacy policy at <http://www.htc.com/us/terms/privacy/> contains information about how Entrants can contact Sponsor with questions about how Sponsor collects, uses, and shares their personal information.

TERMS/WHO WON?: A copy of these Terms and information about who won is available by sending an email with the subject line "Viveport Developer Awards – Terms" or "Viveport Developer Awards – Who Won?" (as applicable) to vda@htc.com. Terms requests must be received no later than the end of the Contest Period. Requests for winner information must be received no later than three (3) months after the end of the Contest Period. During the Contest Period, the Terms will also be available by visiting <https://developer.viveport.com/console>.

SPONSOR: HTC Corporation, No 88 Section 3, Zhongxing Road, Xindian District, New Taipei City 231 Taiwan.