

Bixby DevJam Developer Showcase 2019

Official Rules

Sponsored by Samsung

Administered by BeMyApp

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. SUMMARY

The Bixby DevJam Developer Showcase (the “Showcase”) is a contest in which developers can create voice-assisted apps on Bixby for a chance to receive prizes. The Showcase begins at 12:01 am United States Pacific Time (“PT”) on October 18th, 2019 and ends at 11:59 pm PT on December 9th, 2019 (the “Promotion Period”).

2. PRIZES

(a) Thirty eight (38) Winning Prizes will be awarded by judges appointed by Sponsors. Each Grand Prize is USD cash (in the form of an electronic direct deposit) (the “Winning Prizes”). The Winning Prizes will be comprised of: one (1) grand prize to be awarded \$10,000 USD, two (2) runner up prizes to be awarded \$5,000 USD each individually for secondary runner ups, five (5) prizes to be awarded \$1,000 USD each individually for tertiary runner ups, twenty (20) prizes to be awarded \$1,000 USD each individually for best capsule in each individual capsule category, and separately, ten (10) raffle prizes to be awarded \$500 each for qualifying capsules approved by each

early submission date. All participants are eligible to submit as many unique capsules (voice applications) to the competition as they like to the competition as they like in competing for the Winning Prizes.

(b) Samsung will be rewarding the first two-hundred and fifty (250) capsules with \$300 in Samsung Store Credit. Developers that are registered for the competition can collect this reward up to four (4) times with individually approved capsules. This prize can only be redeemed in the United states, and winners that are outside the United States can only claim this prize with a valid US address. Shipping is not covered for this prize, and each winner will have to cover shipping on their own.

The maximum aggregate value of all prizes awarded in this Showcase is \$125,000 USD.

3. ELIGIBILITY

The Showcase is offered and open globally, except where prohibited by law, to (a) any individual person or group of individual persons who, at the time of entry, is/are 18 years of age or older and at least the age of majority in his or her or their jurisdiction or residence and (b) any organization in good standing, in either case who or that (i) have agreed to participate in the Showcase, and agreed to these Official Rules, by providing all required information and registering at <https://bixby-showcase.bemyapp.com/>; (ii) who are developers who are interested in joining the Bixby Developer Program to develop Bixby Capsules.

The following organizations and entities are not eligible to enter or win: Sponsor, Sponsor's Showcase administrator BeMyApp, and employees, contractors, officers, and directors of those entities, including the judges

(collectively referred to herein as the “Showcase Entities”), and their immediate family members (spouse, siblings, children, and parents) and those living in the same household as such individuals (whether or not related). Developers employed by primary participants to Samsung, as defined by the Sponsor, are also prohibited from participating.

4. SHOWCASE ENTRY PERIOD

All times referenced herein are United States Pacific Time (PT). Sponsor’s clock is the official timekeeping device for the Showcase.

5. HOW TO ENTER

During the Promotion Period, Participants can apply at <https://bixby-showcase.bemyapp.com/> where registration information is available.

In order to become a Bixby Developer, competition registrants have to visit <https://bixbydevelopers.com/> and create an account.

Enrolled Participants will be invited to both the Bixby Developer Center and the Showcase platform. At this time, Participants may submit a capsule as an entry along with all information required as part of the online submission platform (each, an “Entry”). All requested entry information must be provided. You may enter as many unique capsules as you like. The same capsule cannot be entered into this Showcase more than one time, or by more than one Participant (except that co-developers of an App may enter as a group). Attempts to submit duplicate Entries may disqualify the Participants involved.

The entrant named in the Entry form (whether the entrant is an individual, group of individuals, or an organization) must be the sole owner of the copyright (which does not have to be registered) in the application submitted.

Sponsor has the right to determine in its sole discretion Participant and Entry eligibility, including which Participant will be credited as the entrant associated with a particular application. All capsules must be approved for the Bixby Marketplace by December 9th, 2019 in order to be eligible for any of the prizes available.

Participant may be required to show proof of being the copyright holder associated with the application submitted with the Entry. Sponsor will have the final determination in its sole discretion in the event of an ongoing dispute as to the identity of the developer and copyright holder of an application. Sponsor reserves the right, in its sole discretion to refuse, disqualify, or withdraw any Entry and/or Participant at any time during the Showcase for violation of these Official Rules.

Showcase Entities are not responsible and shall have no liability for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor for service provider, Internet, web sites, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error; nor for human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

6. BIXBY DEVELOPER PROGRAM PARTICIPATION

Participating in The Bixby DevJam Developer Showcase requires access to the Bixby Developer Program. Adherence to the Terms and Conditions of the Bixby Developer Program is mandatory for all Participants. Showcase Entities reserve the right to remove Participants from the Bixby Developer Program and/or disqualify Participants from the Showcase found or suspected to be in violation of the Terms and Conditions of the Bixby Developer Program. Showcase Entities are not responsible and shall have no liability for lost, late, incomplete, work submitted on the Bixby Developer Center platform.

7. ENTRY WARRANTY

By entering this Showcase, each Participant hereby represents, warrants and covenants, and agrees to produce written evidence of such if requested, that:

(i) The Entry, in whole and in part (the “Entry” shall include any materials provided in conjunction with the Entry), does not violate or infringe upon any third-party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights;

(ii) The Entry, in whole and in part, is submitted to the Showcase by or with the permission of all persons (living or deceased), venues and/or entities who are depicted (directly or indirectly) in the Entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the Entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such

persons, venues, and/or entities have provided their written consent to submission of the Entry and its use pursuant to these Official Rules;

(iii) Participant has all other rights, licenses, permissions, and consents necessary to submit the Entry. Participant also grants the Showcase Entities the right to review their Showcase Entry/Entries, and the exercise thereof by the Showcase Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;

(iv) The Entry in whole or in part contains no malware, including without limitation viruses, trojans, worms, spyware, or any other harmful software, code, or other devices;

(v) The Entry in whole or in part does NOT contain (a) content that is pornographic, sexually explicit (including nudity), defamatory, offensive, violent, discriminatory, cruel, abusive, highly insensitive, grossly harmful, harassing, invading someone else's privacy, libelous, threatening, hateful, racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, harm minors in any way, deceives or misleads the addressee about the origin of such messages; (b) software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, threatens the unity, integrity, defense, security or sovereignty of a jurisdiction, friendly relations with foreign states or public

order; and/or (c) technology or other content that is prohibited from export, or prevents investigation of any offense; and

(vi) The Entry in whole or in part does not contain information considered by Participant, its employer, or any other third party to be confidential.

To be eligible for this Showcase, the submitted Entry, in whole and in part (and its Participant) must comply with all other terms stated in these Official Rules.

8. SUBMISSION REQUIREMENTS

Submissions will only be accepted from an eligible individual with full rights to do so, either on his/her own behalf, or on behalf of his or her company (each is referred to herein as a “Participant” or “Entrant”). Companies must appoint an individual for contact and potential winner notification and prize acceptance, if applicable. By submitting an Entry on behalf of a company or group of individuals, Entrant affirmatively agrees that he or she has been asked to do so on behalf of the company or group of individuals and is the authorized company or group representative, and any prize award will be provided to the representative who will be solely responsible for disbursement of the prize.

9. PARTICIPANT GRANT OF RIGHTS

As between Showcase Entities and Participant, Participant has and retains all intellectual and proprietary rights in and to the Entry that Participant had at the time of submission to this Showcase. As a condition of entry, and without any paid consideration to Participant, Participant expressly grants to Showcase

Entities a worldwide, fully paid up, royalty free, and nonexclusive license to re-print, display, reproduce, perform, and use any Entry in whole or in part in connection with the Showcase, including for the purposes of allowing Showcase Entities to test and evaluate the Entry for purposes of this Showcase, to administer the technical and other requirements of the Showcase including distribution of the Entry to the Showcase Entities and Judges, and for prize award verification, provided that Participant may terminate the license granted in this Section 9 at any time during any Renewal Period (as defined below) by written notice to Sponsor via email to lucas.b@bemyapp.com. The foregoing license shall commence upon submission of the Entry and continue until the second anniversary of the end of the Showcase Period (the "Initial Term") and shall thereafter automatically be renewed for consecutive additional one-year periods ("Renewal Periods").

By entering, each Participant further acknowledges and expressly agrees that, if selected as a winner, the name, icon, description, and/or screenshots of the application associated with his/her winning Entry may be displayed/promoted by Sponsor on its website, in social media, and/or in various media (including via paper, data and digital media) at Sponsor's discretion.

10. WINNER SELECTION AND NOTIFICATION

A committee of judges selected by the Sponsor ("Judges") will judge each eligible Entry. Entries will be judged based on the following criteria: Impact, Creativity, Technical Execution, and Innovation.

To determine qualification, Contest Entities will review the following for each Entry: the code to determine the Entry is legitimate and functioning, and Entry details to be provided on the Showcase platform. Entries will be qualified so

long as the Entry contains the previous three submission components, the Entry submitted was developed on the Bixby Developer Program, and the Entry provides a unique and innovative function (subject to review by Contest Entities). Each Judge will assign a score to each Entry based on the foregoing criteria. The entries that qualify will be considered for all prizes, including the raffle prizes if entries are submitted on time and before the deadline for any of the raffle dates. The highest overall scoring entry will win the grand prize, the next highest will win the first runner up prize, the next highest will win the second runner up prize, and the next five highest qualifying capsules will win the other runner up prizes. Twenty entries will win best capsule in their own individual categories, and will be judged on the same criteria within each respectful capsule category.

If any Participant whose Entry is selected as a Finalist is disqualified for any reason, the Participant with the next highest scoring Entry will be designated as a Finalist.

In the event of two or more potential winning Entries receiving the same score, a majority vote among the judges on the most deserving project will decide the winning Entry.

Finalists may also be announced on Sponsor's website and via Sponsor's social media (Facebook, Twitter, etc.) accounts and pages. By entering the Showcase, Finalists consent to the publication of his/her name on any of the Sponsor's websites and in other publications in all forms of media.

Prize winners will also be required to provide or complete relevant tax forms or information, including a W9 for U.S. residents, or a W-8BEN for

non-residents.

Potential winner(s) will be disqualified if (1) a potential winner cannot be contacted/does not respond within 7 days after attempted notification via email; (2) the potential winner does not provide the required documentation described above within 14 days of attempted notification; (3) a potential winner does not fulfill the eligibility requirements; (4) a potential winner does not adhere to the Official Rules, and/or (5) if the prize notification is returned as undeliverable, refused, or declined.

Chances of winning depend on the number of eligible entries received and the skill in meeting the judging criteria.

11. TAXES

Winner is responsible for bank and any other fees associated with funds transfer and currency exchange from U.S. Dollars to local currency. No transfer, assignment, or substitution of a Prize (in whole or in part) will be accepted, except that Sponsor reserves the right to substitute a Prize of equal or greater value where permissible under law. All country, federal, state, provincial, local and other taxes are the sole responsibility of the winner.

12. PRIVACY

To enter the Showcase and enable the Showcase Entities to communicate with Participants, Participants will be asked to provide personal data in connection with the entry (e.g. legal name, (e-mail) address, company, (mobile) phone number).

Participant guarantees that all the information provided is correct, accurate and complete, and – if the Participant is a company, that any personal data provided by the Participant is made with the consent by the concerned individual.

Entrants agree that personal data submitted during registration and with an entry, including without limitation name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Administrator and its affiliates for the purposes of conducting and administering the Showcase. Administrator may also use your personal information to send you updates and promotional materials from time to time. The information collected is subject to Administrator's privacy policy located at www.privacy.bemyapp.com. By participating in the Showcase, you agree to the privacy policies of both the Administrator and Sponsor as it may apply to the collection and use of your personal information and acknowledge that you have read and accepted Administrator's privacy policy. The privacy policy of Sponsor can be located at <https://developer.samsung.com/privacy-policy>.

The Showcase Entities will take all appropriate security measures to protect personal data against loss, damage or unlawful or unauthorized processing.

The concerned individual is entitled to make a formal request for information that the Showcase Entities holds about said individual. Furthermore, the individual has the right to require the Showcase Entities to modify or delete its personal data. If the Participant is a company, the company is responsible for forwarding the information under this Section 12 to the concerned individual and ensure that he or she is aware of its rights under this Section 12.

13. GENERAL

Participation in this Showcase is subject to these Official Rules. Participants agree to abide by and be bound to these Official Rules and the decisions of Sponsor, which are final and binding in all respects, as well as the above referenced Privacy Statement. These Official Rules may be amended or varied at any time during the Promotion Period by the Sponsor in Sponsor's sole discretion, and the Sponsor will post the revised terms and conditions at <https://bixby-showcase.bemyapp.com/> and email such revised terms and conditions to the email address provided by Participant. Participant is entitled to withdraw from Participation in case it does not agree to such revised terms and conditions, and the license granted by Participant to Showcase Entities in Section 9 will be terminated accordingly. By continuing the Participation, Participant agrees to the revised terms and conditions without any objection. Sponsor reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Entrant or winner who, in the Sponsor's reasonable suspicion, tampers with Sponsor site, the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.

SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING ANY PRIZE OR THE SHOWCASE, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT AND ANY IMPLIED INDEMNITIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT SPONSOR HAVE NOT MADE, AND YOU ARE NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU REGARDING THE VALUE OF THIS SHOWCASE OR THE ODDS, IF ANY OF YOU BECOMING A WINNER, OR ABOUT THE SUITABILITY,

RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, PRODUCTS, SERVICES AND RELATED GRAPHICS USED IN CONNECTION WITH THE Showcase OR THESE OFFICIAL RULES.

PARTICIPANTS AND/OR WINNERS AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS THE SHOWCASE ENTITIES FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, (SAVE IN A JURISDICTION WHERE LIABILITY FOR DEATH AND PERSONAL INJURY CANNOT BE EXCLUDED), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING NOW OR IN THE FUTURE IN WHOLE OR IN PART OUT OF ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY SHOWCASE/PRIZE RELATED ACTIVITY, ACCESS TO WEB SITES, AND/OR PARTICIPATION IN THIS SHOWCASE. TO THE EXTENT THAT LIMITATIONS OF LIABILITY ARE INAPPLICABLE IN YOUR COUNTRY OR JURISDICTION, YOU SHALL HAVE NO RIGHT TO LEGAL RECOURSE. NOTHING IN THESE OFFICIAL RULES SHALL LIMIT LIABILITY FOR WILLFUL MISCONDUCT AND GROSS NEGLIGENCE WHERE SUCH LIABILITY CANNOT BE DISCLAIMED AS A MATTER OF LAW.

By entering and/or accepting a prize, Participants and/or winners hereby

consent, where lawful, to the use by Sponsor (and its authorized third parties) of Participant's name, company name, image, likeness, voice, hometown, and/or biographical information, content included in the Entry, and feedback in any and all media now known or hereafter developed worldwide, including on the Internet, without additional compensation, and without the right of review, notification, or approval in connection with the Showcase.

14. LIMITATIONS OF LIABILITY

Except for liability for death, personal injury, willful misconduct, and gross negligence in a jurisdiction where such liability cannot be disclaimed as a matter of law, Showcase Entities are not responsible for damage to Participant's computer or website development equipment or technology or to any other person's or entity's computer or website development equipment or technology related to or resulting from participating in this Showcase or downloading materials from or use of web sites. Any use of Showcase or sweepstakes clubs (or similar methods), robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any Participant using such methods. If, for any reason, the Showcase is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Showcase, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Showcase and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor, including should unforeseeable events make the Showcase impossible or impracticable.

Showcase Entities shall not be liable to the winner or any other person for failure to execute the Showcase, or supply a Prize or any part thereof, by reason of any act of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Showcase Entities, their parents, affiliates, subsidiaries, and related companies, their advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of participation in the Showcase, Showcase/Prize related activities, access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s). Without limiting the foregoing, everything on the sites are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose, and noninfringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

THIS SHOWCASE AND THESE OFFICIAL RULES ARE GOVERNED BY

THE LAWS OF THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICTS OF LAW PRINCIPLES.

As a condition of participating in this Showcase, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Showcase shall be resolved individually, without resort to any form of class action, exclusively before a court located in San Francisco County, California having jurisdiction.

If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired.

15. SPONSOR

Samsung Strategy and Innovation Center (SSIC), Sand Hill Rd, Menlo Park, CA, 94025.