

## OFFICIAL RULES AND PARTICIPATION AGREEMENT

Please read the following carefully. The following terms (the “Agreement”) govern your participation in the challenge (the “Challenge”) sponsored by Mozilla Corporation (“Mozilla” or “Sponsor”), with its principal address at 331 E. Evelyn Avenue, Mountain View, CA, 94041. By participating the Challenge, you agree to the Terms. If you do not agree to the Terms, you must not participate in the Challenge. You shall be referred to as “you” or “Participant” in this Agreement.

**1. No Purchase Necessary; Submission Instructions.** NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. This is a contest of skill. Odds of winning the Challenge depend on the number and quality of eligible Submissions received during the Challenge Period. VOID WHERE PROHIBITED AND WHERE ANY REGISTRATION, BONDING OR LOCALIZATION REQUIRED.

### **2. Submission Requirements.**

All Submissions must meet the following criteria:

- Submissions may not contain likenesses of any individuals who are under 18 years of age, and may not contain the likeness of any individuals who have not provided their authorization. By submitting likeness of any individual, you represent that you have received permission from such person to include their likeness.
- Submissions may not contain material that is obscene, defamatory, libelous, threatening, pornographic, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law. Submissions must be appropriate for viewing by the general public; appropriateness will be determined by Sponsor.
- Submissions must be original, exclusively created and owned by Participant, and the Participant must have all rights necessary to submit the Submission.

### **3. Requirements for Eligibility.**

By submitting an Submission for or participating in this Challenge, you agree to abide by these rules and any decision Sponsor makes regarding this Challenge, which Sponsor shall make in its sole discretion. Sponsor reserves the right to disqualify any participant or winner who, in Sponsor’s reasonable suspicion, tampers with Sponsor’s site or the Submission process, violates these rules, engages in fraud, attempted fraud, or acts in an unsportsmanlike or disruptive manner.

In order to be eligible, participants must be at least the age of majority in their jurisdiction of residence. Employees of Mozilla and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Before participating in the Challenge, you should also consider whether you or your team members have any conflicting obligations that prevent participation. If a Participant is an employee of a corporation, government or an academic institution, or enrolled as a student, it is his or her sole responsibility to review, understand and abide by his or her employer’s, or academic institution’s policies regarding eligibility to participate in the Challenge.

If a participant is found to be in violation of his or her employer's or academic institution's policies, then he or she will be, and the Team may be, disqualified from participating in the Challenge and from being awarded or retaining any prize. Sponsor disclaims any and all liability or responsibility for disputes arising between an employee or student and his or her employer or academic institution related to the Challenge.

Participants are not eligible to receive prizes if they are on the US Specifically Designated Nationals (SDN) list or if there are sanctions against the Participant's country such that Mozilla is prohibited from paying them.

#### **4. Selection of Eligible and Final Winners; Acceptance of Prize**

Judging will be done by Mozilla or its designees, who shall have sole discretion in determining Participants who have the best entry(ies) and are eligible for the prize ("**Eligible Winners**"). Mozilla will notify Eligible Winners of their status after selection.

##### **Requirements for Claiming Prize**

**As a condition of being awarded any prize, each Eligible Winner must, within ten (10) business days of notice of being an Eligible Winner, (a) sign and return the below Assignment Agreement (Exhibit A) or another assignment agreement provided by Mozilla, assigning ownership of the winning Submission to Mozilla, and (b) provide Mozilla with any necessary information to process payment of the prize. Only Eligible Winners who meet the foregoing requirements will be designated as "Final Winners" and awarded the applicable prize. If an Eligible Winner does not meet the foregoing requirements within ten (10) business days of notice of being an Eligible Winner, Mozilla shall have the right at any time, in its sole discretion, to withdraw the Participant's status as an Eligible Winner, to choose another Participant as an Eligible Winner, and award the prize to another Participant.**

##### **Donation to Charity if Final Winner Does Not Want to Receive Prize**

If any Final Winner does not want to receive the prize, Mozilla will donate the prize to a charity of Mozilla's choice.

##### **Additional Requirements**

Each Final Winner agrees to self-report to applicable taxing authorities, as may be required by applicable laws.

Prize monies should be retained by individuals only in conformity with any applicable policies of his or her employers, academic institutions, or government regarding participation in and receipt of promotional consideration relating to the Challenge and receipt and retention of prize. If a government, employer's or school's policies are applicable, it is the Participant's sole and ultimate responsibility, in consultation with his or her government, employer or school, to determine how and if prize will be retained and/or distributed and accounted for and we assume no responsibility for the decisions made by such government, employers or schools regarding this issue.

#### **5. Intellectual Property.**

Intellectual property is handled differently for Challenge winners and for other Participants. By submitting a Submission, you do not give up ownership of your Submission, but you do grant to Mozilla the licenses described below. However, if you are chosen as a winner, as a condition of being awarded any prize, you must enter into an enforceable agreement with Mozilla assigning ownership of the winning Submission to Mozilla.

### **License to All Submissions**

As between the parties, Participants (other than Final Winners) shall retain ownership of all materials submitted to the Challenge, including all intellectual property rights therein (collectively the “**Submission**”). Each Participant hereby grants Mozilla, under all of Participant’s rights therein (including all Intellectual Property Rights), a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, perform, display, modify, sell, sublicense, transfer, sell and otherwise exploit the Submission, with rights to sublicense through multiple levels of sublicensees. As used herein, “**Intellectual Property Rights**” means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide. To the extent Participant retains any moral rights under applicable law, Participant ratifies and consents to any action that may be taken with respect to such moral rights by, or authorized by, Mozilla, and hereby waives and agrees not to assert any moral rights with respect to such actions.

### **Acknowledgement of Mozilla’s Ability to Use Submissions**

- The above license gives Mozilla the right, among other things, to distribute and sell the Submission or products or services related to or based on the Submission throughout the world in any medium for its own benefit.
- Mozilla will have no obligation to compensate you or share any of the proceeds from its use of the Submission, other than to provide you with the prize if you are selected as a Final Winner.
- Participants should not submit any Submission that they do not want Mozilla to use for its own benefit, including by selling or otherwise making money from the Submission.
- Participants acknowledge and agree that Mozilla may develop products or services similar to Submissions, even if the Participant is not chosen as a Final Winner, and that Mozilla shall have no liability for doing so.

### **Mozilla Ownership of Winning Submissions**

As a condition of being awarded any prize, each Eligible Winner must, within ten (10) business days of notice of being an Eligible Winner, (a) sign and return the below Assignment Agreement (Exhibit A) or another assignment agreement provided by Mozilla, assigning ownership of the winning Submission to Mozilla, and (b) provide Mozilla with any necessary information to process payment of the prize. Only Eligible Winners who meet the foregoing requirements will be designated as “Final Winners” and awarded the applicable prize. (Additional detail is provided in the Selection of Eligible Winners; Acceptance of Prize section above.) Signing the assignment agreement means

**that you will no longer have the right to use the Submission or license the Submission to any other party.**

#### Mozilla Materials

Participant agrees that any and all materials provided to Participant by Mozilla and any Intellectual Property Rights related thereto shall be the sole property of Mozilla or its licensors, and Participant obtains no rights to such materials.

#### Third Party Materials

Participant shall not incorporate any proprietary information or materials owned by any third party ("**Third Party Materials**") into any Submissions (a) without providing Mozilla notice of such incorporation; and (b) only if Participant has all necessary rights to do so.

#### Representations and Warranties

Each Participant hereby represents and warrants that any Submissions and other materials and information provided by Participant are original with Participant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any rules, regulations, or laws. If the Submission or information or materials provided by Participant contain any material or elements that are not owned by Participant and/or which are subject to the rights of third parties, Participant represents he or she has obtained, prior to submission of the Submission and information or materials, any and all releases and consents necessary to permit use and exploitation of the Submission and information and materials by Sponsor in the manner set forth in this Agreement without additional compensation.

Each Participant warrants that the Submission and materials and information provided do not contain information considered by Participant, its employees, employer, or personnel, or any other third party to be confidential, and that submission of the materials and information will not violate any agreements with third parties or policies that Participant is subject to. Participant agrees that Sponsor has the right to verify the ownership and originality of all Submissions and that, upon Sponsor's request, Participant must submit a written copy of any release or permission Participant has received from a third party granting Participant the right to use such property. Participant understands and acknowledges that in the event a submission is selected as a winning Submission, and Participant's ownership, rights and the originality of the Submission cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winner based on the same judging criteria. Participant acknowledges that other Participants may submit Submissions that are similar to yours and that they, or Sponsor, may already be considering or developing, or may subsequently consider or develop independent of the Challenge, content or ideas that are related or similar to yours. You acknowledge that this does not create in Sponsor or others any obligation or liability to you.

**7. Disclaimer, Release and Limit of Liability.** SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE CHALLENGE. BY ENTERING THE CHALLENGE OR RECEIPT OF ANY PRIZE, EACH PARTICIPANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, PARTNERS, AND

PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE CHALLENGE OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CHALLENGE; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE SUBMISSION PROCESS OR THE CHALLENGE; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CHALLENGE OR THE PROCESSING OF SUBMISSIONS; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPANT'S PARTICIPATION IN THE CHALLENGE OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. No more than the stated number of prizes will be awarded. If someone cheats, or a virus, bug, bot, catastrophic event, or any other unforeseen or unexpected action or event affects the fairness and/or integrity of this Challenge, Sponsor reserves the right to cancel, change, or suspend this Challenge. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Challenge, we reserve the right, but are not required, to select winner(s) from among all eligible Submissions received before we had to cancel, change or suspend the Challenge.

**8. Privacy and Use of Personal Information.** Sponsor may collect personal information from you when you enter this Challenge. Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at <https://www.mozilla.org/privacy/>.

**9. GOVERNING LAW AND DISPUTES.** THIS AGREEMENT AND THE CHALLENGE ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE IN SANTA CLARA COUNTY, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN SANTA CLARA COUNTY, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE,

EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. SPONSOR'S TOTAL LIABILITY UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PRIZE OFFERED TO THE WINNER OF THE CHALLENGE.

**10. Publicity Grant.** Except where prohibited, participation in the Challenge constitutes Participant's consent to Sponsor's and Sponsor's designees' publication, broadcast, display, sharing and use of Participant's and Team's name, likeness, voice, image, persona, biographical information, Submission and audio and visual content shared by Participant for any purposes in any media, worldwide, without further payment or consideration.

**11. No Confidentiality.** Submissions will be shared with others and portions of Submissions may be reproduced elsewhere, including in connection with Challenge-related publicity materials. You should not disclose any information in your Submission that is proprietary or confidential. No confidential relationship is established between you and Sponsor in connection with your Submission.



## Exhibit A

### Assignment Agreement

This Assignment Agreement is entered into between Mozilla Corporation ("Mozilla") and \_\_\_\_\_ (the "Participant") as of the date of Participant's signature below (the "Effective Date"). Participant has submitted to Mozilla certain ideas or materials as part of a contest held by Mozilla (the "Contest"), and which are more specifically described as:

---

---

---

(the "Submission"). Subject to Mozilla's provision to Participant of the prize advertised for the Contest, Participant agrees to assign (or cause to be assigned) and hereby assigns to Mozilla all right, title, and interest in and to the Submission (including all Intellectual Property Rights therein). Participant agrees to assist Mozilla in securing all Intellectual Property Rights in the Submission, at Mozilla's expense, during and after the term of this Agreement. If Participant is not willing or able to do so, Participant hereby appoints Mozilla as its attorney-in-fact entitled to secure such rights on Participant's behalf. If Participant has any rights to the Submission that cannot be assigned to Mozilla, Participant unconditionally and irrevocably (i) waives the enforcement of such rights, and all claims and causes of action of any kind against Mozilla, its subsidiaries, and its licensees (through multiple tiers) with respect to such rights, and agrees, at Mozilla's request and expense, to consent to and join in any action to enforce such rights, and (ii) grants to Mozilla during the term of such rights, an exclusive (even as to Participant), irrevocable, perpetual, worldwide, fully paid and royalty-free license to use, reproduce,

distribute, perform, display, modify, sell, sublicense, and transfer the Submission, with rights to sublicense through multiple levels of sublicensees. To the extent Participant retains any moral rights under applicable law, by signing this Assignment Agreement Participant ratifies and consents to any action that may be taken with respect to such moral rights by, or authorized by, Mozilla, and hereby waives and agrees not to assert any moral rights with respect to such actions.

As used herein, “**Intellectual Property Rights**” means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.

Participant represents and warrants: (i) it has sufficient right, title, and interest (as owner, licensee, or otherwise) to grant on an unencumbered basis the rights in the Submission granted to Mozilla under this Assignment Agreement; (ii) the Submission and the use thereof will not infringe the copyright, trade secret, or any other Intellectual Property (excluding patent) rights of any third party; and (iii) the Submission and the use thereof will not, to the knowledge of Participant, infringe any patent right of any third party.

Agreed:

## **PARTICIPANT**

Signature:

Name:

Title (if signing for organization):

Date: