

CLIENT: eBay, Inc.  
PROMOTION: eBay Nova Developer Contest  
ITEM: Official Rules  
DATE: April 10, 2019 Draft 4

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**EBAY NOVA DEVELOPER AWARD  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. THIS IS A CONTEST OF SKILL; CHANCE PLAYS NO PART IN THE DETERMINATION OF PRIZE WINNERS.**

**OPEN TO LEGAL RESIDENTS OF: (a) THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND OLDER, WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA; OR (b) CANADA (EXCEPT THE PROVINCE OF QUEBEC) WHO ARE OF THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHO ARE PHYSICALLY LOCATED AND RESIDE IN CANADA; OR (c) GERMANY WHO ARE THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHO ARE PHYSICALLY LOCATED AND RESIDE IN GERMANY; OR (d) FRANCE WHO ARE THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHO ARE PHYSICALLY LOCATED AND RESIDE IN FRANCE; OR (e) ITALY WHO ARE THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHO ARE PHYSICALLY LOCATED AND RESIDE IN ITALY; OR (f) SPAIN WHO ARE THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHO ARE PHYSICALLY LOCATED AND RESIDE IN SPAIN; OR (g) AUSTRALIA WHO ARE THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHO ARE PHYSICALLY LOCATED AND RESIDE IN AUSTRALIA; OR (h) HONG KONG WHO ARE THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHO ARE PHYSICALLY LOCATED AND RESIDE IN HONG KONG; OR (i) THE PEOPLE'S REPUBLIC OF CHINA WHO ARE THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE PEOPLE'S REPUBLIC OF CHINA; WHO ARE MEMBERS OF THE EBAY DEVELOPER COMMUNITY WITH AN ACTIVE AND VALID EBAY DEVELOPER ACCOUNT.**

**VOID IN PUERTO RICO, THE PROVINCE OF QUEBEC AND WHERE PROHIBITED.**

- 1. ELIGIBILITY:** *eBay Nova Developer Award (the "Award")* is a contest of skill and is open to legal residents of: (a) the fifty (50) United States and the District of Columbia, who are 18 years of age and older, who are physically located and reside in the United States or District of Columbia; or (b) Canada (except the Province of Quebec) who are of the age of majority in their jurisdiction of residence, who are physically located and reside in Canada; or (c) Germany who are the age of majority in their jurisdiction of residence, who are physically located and reside in Germany; or (d) France who are the age of majority in their jurisdiction of residence, who are physically located and reside in France; or (e) Italy who are the age of majority in their jurisdiction of residence, who are physically located and reside in Italy; or (f) Spain who are the age of majority in their jurisdiction of residence, who are physically

located and reside in Spain; or (g) Australia who are the age of majority in their jurisdiction of residence, who are physically located and reside in Australia; or (h) Hong Kong who are the age of majority in their jurisdiction of residence, who are physically located and reside in Hong Kong; or (i) the People's Republic of China who are the age of majority in their jurisdiction of residence, who are physically located and reside in the People's Republic of China; who are members of the eBay Developer community with an active and valid eBay Developer Account as of the time of the submission and at the end of the Award (each referred to in these rules as an "Eligible Participant", "entrant", "you"). An "active account" in this sense requires an active application which uses eBay's Application Program Interfaces (APIs). Participation in the eBay Nova Award requires active participation of each Eligible Participant. Participation in the eBay Nova Award is free of charge. Eligible Participants may only participate once, even if they have multiple developer accounts. An Eligible Participant, for purposes of this Award, is defined as one (1) person. Only one (1) person will be eligible to win a prize. Void in Puerto Rico, the province of Quebec and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members (whether related or not), of eBay Inc. ("eBay") and its affiliates, subsidiaries, and divisions ("eBay Entities") (eBay and eBay Entities collectively, "Sponsor"), Sponsor's advertising and promotion agencies, and Wire Stone, part of Accenture Interactive, and all others associated with the design, execution, production, development, and promotion of this Award or are connected to this Award in any way are not eligible to enter. Award is subject to all applicable federal, state, and local laws. US law governs this Award and personal jurisdiction shall exclusively be the state and federal courts located in Santa Clara, California.

2. **AWARD TIMING:** The Award begins at 12:00:00 AM Pacific Time (PT) on November 27, 2018 and ends 11:59:59 PM PT on May 31, 2019 (the "Award Period"). Up to three (3) winners will be determined and will receive an eBay Nova Award at the end of the Award Period from among all eligible entries received. Entrants are responsible for determining the corresponding time zone in their respective jurisdictions.
3. **HOW TO ENTER:** To enter the Award, go to <https://developer.ebay.com/nova> (the "Website") and click the Apply Now button to open the online entry form (you will be required to sign in with your developer account username and password). Complete the following steps during the Award Period:
  - (1) Complete all the information on the online entry form;
  - (2) As a Developer, describe your innovative application of eBay APIs that has the potential to positively impact business and explain why it should be selected for an eBay Nova Award. Communicate the following details in your response:

- Do you buy and/or sell on eBay?
- How long have you been developing apps for eBay?
- What is the nature and function of the application you are submitting for review?
- In what matter is the application considered innovative?
- How does the application use the APIs in an innovative fashion?
- What is the business impact of the application?

(3) Once you have completed the above steps, you may submit your Entry.

Entry must be received no later than 11:59:59 PM PT on May 31, 2019 in order to be eligible.

All components of each Entry must be submitted online in accordance with these Official Rules and received by 11:59:59 PM PT on May 31, 2019 in order to be eligible. The Website's database clock will be the official timekeeper for the Award. **There is a limit of one Entry per person during the Award Period.** Subsequent entries submitted by an entrant are void.

All entrants must abide by all eBay marketplace rules, including but not limited to, the following eBay's User Agreement, Privacy Policy or any other eBay policy (the "eBay rules") in order to be eligible:

***U.S. Residents only: eBay User Agreement:***

***<https://www.ebay.com/pages/help/policies/user-agreement.html>; eBay Privacy Policy: <https://www.ebay.com/pages/help/policies/privacy-policy.html>.***

***Canada Residents only: eBay User Agreement:***

***<https://www.ebay.ca/pages/help/policies/user-agreement.html>; eBay Privacy Policy: <https://www.ebay.ca/pages/help/policies/privacy-policy.html>.***

***Germany Residents only: eBay User Agreement:***

***<https://www.ebay.de/pages/help/policies/user-agreement.html>; eBay Privacy Policy: <https://www.ebay.de/pages/help/policies/privacy-policy.html>.***

***France Residents only: eBay User Agreement:***

***<https://www.ebay.fr/pages/help/policies/user-agreement.html>; eBay Privacy Policy: <https://www.ebay.fr/pages/help/policies/privacy-policy.html>.***

***Italy Residents only: eBay User Agreement: <https://www.ebay.it/pages/help/policies/user-agreement.html>; eBay Privacy Policy: <https://www.ebay.it/pages/help/policies/privacy-policy.html>.***

**Spain Residents only: eBay User Agreement:**

**<https://www.ebay.es/pages/help/policies/user-agreement.html>; eBay Privacy Policy: <https://www.ebay.es/pages/help/policies/privacy-policy.html>.**

**Australia Residents only: eBay User Agreement:**

**<https://www.ebay.com.au/pages/help/policies/user-agreement.html>; eBay Privacy Policy: <https://www.ebay.com.au/pages/help/policies/privacy-policy.html>.**

**Hong Kong Residents only: eBay User Agreement:**

**<https://www.ebay.com.hk/pages/help/policies/user-agreement.html>; eBay Privacy Policy: <https://www.ebay.com.hk/pages/help/policies/privacy-policy.html>.**

**China Residents only: eBay User Agreement: <https://aboutus.ebay.cn/ua/>; eBay Privacy Policy: <https://aboutus.ebay.cn/privacy/>.**

If an entrant or a potential winner is found to be in violation of the eBay rules, that entrant or potential winner will be disqualified.

The Entry must be in keeping with the Sponsor's image, and may not be offensive, nor can it defame, or invade upon the publicity rights or privacy of any person or otherwise infringe upon any person or entity's intellectual property, personal or proprietary rights, as determined by Sponsor and the Award judges in their sole discretion. Entry must be of the highest quality. Each Award entrant must either (i) be the sole and exclusive owner of all rights (including, without limitation, all intellectual property rights) in and to all content and elements incorporated into or used in the Entry; or (ii) have the express written permission to use such content and elements from the owner(s) of the rights to such content and elements. Any entrant whose Entry contains content or elements not owned by the entrant must be able to provide written legal releases (in a form that is satisfactory to Sponsor and the judges) that permit the entrant to use and exploit such content and elements in the manner used and exploited and that permit Sponsor's right to use and exploit the content and materials in accordance with these Official Rules ("IP Releases").

Entrants may use the Sponsor's name in their Entry in a descriptive manner.

**SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO DISQUALIFY ANY ENTRY THAT THE SPONSOR FEELS IS INAPPROPRIATE, OBJECTIONABLE AND/OR INCONSISTENT WITH THE POSITIVE IMAGE AND/OR GOOD WILL IT WISHES TO PROMOTE IN THIS AWARD.**

**ALL ELIGIBLE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRY MATERIALS SUBMITTED IN CONNECTION WITH THIS AWARD ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY SPONSOR, ITS AGENTS AND SUBSIDIARIES, FOR ADVERTISING AND PROMOTIONAL PURPOSES.**

Incomplete Entries or Entries not complying with these Official Rules are subject to disqualification. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Sponsor is not responsible for late, lost, incomplete, illegible, damaged, or misdirected Entries. Sponsor's decisions are final on all matters relating to this Award. If a dispute results as to the identity of an online entrant, it will be determined that the online entry was submitted by the authorized account holder of the eBay developer ID from which the entry is made. For these purposes, the authorized account holder is the natural person assigned to an eBay developer ID by eBay Inc.

4. **JUDGING PERIOD:** During the Judging Period, which will run from 12:00:00 AM PT on June 3, 2019 through 11:59:59 PM PT on June 21, 2019, all eligible entries will be judged by a panel of expert judges based on the following criteria: *(i) Originality/Innovation – 20%; (ii) Design and Presentation– 20%; (iii) Technical Quality– 20%; (iv) Embodiment of eBay's core values – 20%; (v) The degree to which the application of eBay APIs developed and submitted by the entrant has the potential to positively impact a business's success – 20%.* Judging will be performed by a panel of judges selected by the Sponsor in its sole discretion. Up to a maximum of three (3) top-scoring entries, as determined by Sponsor, will be declared potential winners, subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. In the event of a tie, the Entries involved in the tie will be reviewed by an additional judge who will serve as a tiebreaker and who will evaluate Entries according to the criteria listed above. Decision of judges is final and binding on all matters relating to this Award. Potential winners will be determined on or about June 21, 2019.
5. **WINNER NOTIFICATION:** Potential winners will be notified on or about June 21, 2019 by email and/or telephone using the contact information provided at the time of entry. Potential winners may be required to provide copies of Intellectual Property (IP) Releases (if applicable) and will be required to sign an affidavit/declaration of eligibility and liability release and, where legal, a publicity release and if a U.S. resident, a federal and state tax release and return same, properly executed, within 48 hours via fax. Failure to return any or all documents fully-executed within the specified time period, or if any notification is returned as undeliverable, will result in disqualification and a runner-up may be selected. If an entrant changes his/her telephone number, email address and/or street address after he/she enters the Award, it is his/her sole responsibility to notify the Sponsor by postal

mailing to Administrator's address (listed below) to be received by the end of the Entry Period.

6. **PRIZES: Up to three (3) prizes:** A cash prize of \$10,000 USD, ten (10) hours of mentoring from eBay employees and at eBay's discretion, a trip to an eBay Connect conference, the location and time to be determined by eBay. **Approximate Retail Value (ARV): \$13,000 U.S. dollars.** Prize funds to be awarded as a transfer into the winner's PayPal account. Prize Winners (except those from Italy or Hong Kong) must have or must create a PayPal Account in good standing (the "PayPal account") in order to receive, access, and use the prize. If you are an existing PayPal customer, your prize will be deposited in the PayPal account associated with the email address you provided. If the email address you provided is not associated with your PayPal account, you must associate it with your PayPal account within 7 days from time of prize notification. If you do not currently have a PayPal.com account, you must create a PayPal account within 7 days from the time of prize notification to qualify. Prize will be deposited in the winner's PayPal account on or about June 28, 2019. Winner must have a PayPal account in good standing at time of prize award. A prize will not be awarded to a winner with a locked, closed or restricted account. Prize Winners from Italy and Hong Kong will be awarded the cash prize via check issued in the winner's name or via wire transfer. Mentoring will commence at time agreed upon by the Winner(s) and eBay but no longer than one month from the date of notification of winning. The parties shall make a schedule for mentoring sessions which can be either done telephonically, in person or via electronic communications. The period of mentoring shall be determined by the parties and shall not last longer than a period of three months. eBay reserves all rights to suspend the mentoring sessions upon the winner's cancellation or non-responsiveness. Upon the announcement of the winner(s), eBay will at their sole discretion, determine if any of the winners will be awarded a trip to the eBay Connect conference. eBay is under no obligation to provide such award. Trip includes round-trip, coach class air transportation for the winner from a major Gateway airport nearest the winner's home, double-occupancy hotel accommodations, and round-trip transfers from airport to hotel. Actual value of prize depends upon the city of departure, time of travel, any airfare fluctuations and on current market conditions at time of prize fulfillment, and any difference between the stated ARV and the actual value if any, will not be awarded. See "Travel Restrictions" section below for further information.

**Total ARV of all prizes: up to \$13,000.** If a U.S. resident, Winner must supply Administrator with his/her social security number for tax purposes and Winner will receive an IRS Form 1099 from the Administrator for the ARV of the Grand Prize (stated above) for the calendar year won

All winners are subject to all eBay user agreements, policies and procedures.

If any part of any planned event or any component of the prize is unable to take place as planned, for any reason, including but not limited to, cancellation, scheduling conflicts or an event of force majeure, the remaining components of the prize will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation will be provided.

All taxes, withholdings and any other costs not specifically stated within these Official Rules are the sole responsibility of the winners. Prizes may not be transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if advertised prize is unavailable at the time the prize is awarded. All claimed prizes will be awarded. If winner is 18 years of age or older, but deemed a minor in his/her state, territory, jurisdiction or place of residence, prize will be awarded in the name of his/her parent or legal guardian. Allow 6-8 weeks for delivery of cash portion of prize.

### **Travel Restrictions**

**Winner must be able to travel on dates specified by Sponsor or prize will be forfeited and an alternate winner may be selected.** Winner must sign travel release prior to traveling.

Trip is subject to air/hotel availability and confirmation of reservations; certain travel restrictions and blackout dates may apply. The trip may not be combined with any other offer. Airline and flight times to be selected by Sponsor at its sole discretion. One or more stopovers may be required on air transportation. All travel arrangements must be made through Sponsor's agent on a carrier of Sponsor's choice. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at Sponsor's sole discretion. Winner must confirm available travel dates and flight times selected by the Sponsor prior to travel dates. No extension or change of trip dates permitted. Sponsor will not replace any lost or stolen tickets, travel vouchers, certificates or similar items once they are in winner's possession. If the winner lives within 100 miles of prize destination city, the air transportation portion of the prize may not be awarded and ground transportation may be substituted and no additional compensation will be provided. Winner must possess valid ID and is solely responsible for obtaining all necessary and required travel documents (passport, etc.) in order to travel. Sponsor, its affiliates, subsidiaries, divisions, advertising and promotion agencies, and Wire Stone ("Sweepstakes Entities") shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sweepstakes Entities shall not be liable for any loss or damage to baggage. Prize components cannot be used in conjunction with any other promotion or offer, and no portion may be separated except at Sponsor's sole discretion. Prize conditions may be added or modified by companies

providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. Costs for room and tax only based on one room with double occupancy; meals, telephone calls, baggage fees, and other incidentals are not included.

7. **GRANT OF LICENSE:** By entering the Award, entrants grant Sponsor, its agents, subsidiaries and affiliates (the "Licensees") a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, database rights and any other rights entrant has in the Entry, in any media now known or hereafter devised (including without limitation, the internet), without any compensation. Further, by entering the Award, entrant grants Licensees the additional license to modify, adapt, translate, create derivative works from, and distribute the Entry (with the understanding that Licensees are under no obligation to do so), or incorporate the Entry into any form, medium or technology, including the right, at each Licensee's sole discretion, to publish the Entry and to use the Entry for advertising and promotional purposes. Licensees shall not be required to designate entrant as the creator or author of Entry that is distributed or otherwise exploited by Licensees, or include any references to entrant on, or in connection with, any Entry that is distributed or otherwise exploited by Licensees.
8. By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Award and/or other Awards staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Award Entries submitted in connection with this Award and/or other Awards sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Award Entry, or that any compensation is due to entrant in connection with such Award Entry or other works used by Sponsor. By submitting an Entry, entrant hereby grants permission for the Award Entry to be posted by the Sponsor on the promotional website or other websites or on social media. Entrant agrees that Licensees are not responsible for any unauthorized use of Entries by third parties. Licensees do not guarantee the posting of any Entry.
9. **REPRESENTATIONS AND WARRANTIES:** Each entrant represents and warrants that: 1) he/she is the original author and creator of the Entry and that the Entry complies with these Official Rules; 2) the Entry is original, has not been previously published and has not previously won any award or Award; 3) the Entry does not and will not infringe any third party's copyright, patent, trademark, trade secret or other intellectual property or



proprietary rights or rights of publicity or privacy; 4) the Entry is not the subject of any actual or threatened litigation or claim; 5) the Entry is not obscene, offensive, libelous, pornographic, threatening, abusive, objectionable and does not contain illegal content ; 6) the Entry does not encourage a criminal offense or otherwise give rise to liability or violate any law; 7) the Entry does not display any logos or trademarks not owned by the Entrant; 8) the Entry does not include any disparaging remarks relating to the Sponsor or any 3<sup>rd</sup> Party. Entrant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

**10. ADDITIONAL CONDITIONS OF PARTICIPATION:** By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. Sponsor will collect information from the entrant solely for the purpose of administering the Award and to notify the winners. Sponsor will not share this information with any third parties, except as necessary for the administration of the Award, unless entrants agree to receive future information from the Sponsor. Use of any eBay Site and Sponsor's use of information submitted by entrants in connection with this Award will be subject to the terms and conditions stated in these Official Rules as well as to the eBay Users Agreement and Privacy Policy available on the eBay Site. You will not be eligible for the Award if your accounts on any eBay Site are not in good standing. In order for your accounts to be deemed in good standing as that term is used herein, you must not have a hold on your account and your account must not be suspended or past due as of November 27, 2018. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. By accepting a prize, a winner (his/her parent/legal guardian if applicable) consents to the use of his/her name, image, likeness, photo, voice, entry submission and biographical materials for advertising, publicity, and promotional purposes by Sponsor, or a party designated by the Sponsor, including but not limited to, any online announcements, without additional notice or compensation, except where prohibited by Sponsor's Privacy Policy or by law. All materials submitted in connection with the Award will not be returned. Entrants agree that the conditions of submission set forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between entrants and eBay in connection with this Sweepstakes. Entrants agree to waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of the State of California.

**11. PRIVACY:** All personally identifiable information stored in connection with the application will be used exclusively by eBay to promote the eBay NOVA Awards, and in particular will not be disclosed to third parties, without prejudice to the use for marketing and communications activities. A transfer to third parties, for commercial or non-commercial purposes, does not take place. The data of the applicants are – except for using for

marketing and communication activities - deleted immediately. The provider expressly points out that data transmission on the Internet (e.g., in the case of communication by e-mail) has security gaps and cannot be completely protected against access by third parties. The use of the contact details of the imprint for commercial advertising is expressly not desired, unless the provider had previously given his written consent or there is already a business relationship.

***U.S. Residents only:*** All personal information will be dealt with in accordance with the eBay U.S. Privacy Policy available at <https://www.ebay.com/pages/help/policies/privacy-policy.html>.

***Canada Residents only:*** All personal information will be dealt with in accordance with the eBay Canadian Privacy Policy available at <https://www.ebay.ca/pages/help/policies/privacy-policy.html>.

***Germany Residents only:*** All personal information will be dealt with in accordance with the eBay Germany Privacy Policy available at <https://www.ebay.de/pages/help/policies/privacy-policy.html>.

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***Italy Residents only:*** All personal information will be dealt with in accordance with the eBay Italy Privacy Policy available at <https://www.ebay.it/pages/help/policies/privacy-policy.html>.

***Spain Residents only:*** All personal information will be dealt with in accordance with the eBay Spain Privacy Policy available at <https://www.ebay.es/pages/help/policies/privacy-policy.html>.

***Australia Residents only:*** All personal information will be dealt with in accordance with the eBay Australia Privacy Policy available at <https://www.ebay.com.au/pages/help/policies/privacy-policy.html>.

***Hong Kong Residents only:*** All personal information will be dealt with in accordance with the eBay Hong Kong Privacy Policy available at <https://www.ebay.com.hk/pages/help/policies/privacy-policy.html>.

***China Residents only: All personal information will be dealt with in accordance with the eBay China Privacy Policy available at <https://aboutus.ebay.cn/privacy/>.***

**12. LIMITATIONS OF LIABILITY:** ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, AND WIRE STONE, PART OF ACCENTURE INTERACTIVE, THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND SHAREHOLDERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), INJURY, LOSS OR DAMAGES OF ANY KIND (COLLECTIVELY, "CLAIMS"), INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THE AWARD OR ANY CLAIMS ARISING FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OR DAMAGE TO PROPERTY; AND CLAIMS BROUGHT BY THIRD PARTIES. ELIGIBLE PARTICIPANTS AGREE THAT RELEASEES HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE AWARD OR THE PRIZE AWARDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELEASEES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE EBAY SITE OR ANY PROMOTIONAL WEB SITE AND RELEASEES SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. Releasees are not responsible for lost, late, incomplete, illegible, inaccurate, delayed, garbled, damaged, stolen or misdirected entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website, inability to submit an entry, or fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Award or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an Eligible Participant's ability to participate in the Award. Releasees are not responsible for late, lost, incomplete, illegible, damaged, misdirected entries or mail. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of the

Award or modify these Official Rules at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Award, or if any virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Award or for any other reason in its sole discretion. In such event, Sponsor may void any entries they suspect are at issue and award the prize from among all non-suspect eligible entries received up to the date of cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR ANY ONLINE SERVICE RELATED TO THE AWARD OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE AWARD MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of such term or any other provision. Sponsor reserves the right to disqualify any entrant who violates the rules or interferes with the Award in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate such entrant's eligibility to participate in the Award. Any attempt by an individual to access any website associated with the Award via a bot script or other brute force attack or any other unauthorized means will result in that individual's IP address and all entries from that IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

Without limiting the generality of the foregoing, each Eligible Participant agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the Entry.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Award, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason.

eBay reserves the right to suspend or terminate the event without notice and without giving reasons. This is especially true for any reasons that would prevent or interfere with the scheduled course NOVA Awards. eBay reserves the right to add additional terms and conditions for certain parts of the eBay NOVA Awards. We are not responsible for the availability for the eBay NOVA Awards, in particular, we assume no liability for technical malfunctions or failures related to communication networks or online systems. We assume no liability for sent but not received messages in the sense of these conditions of participation. These limitations of liability do not apply to damages resulting from injury to

life, limb or health, which are based on an intentional or negligent breach of duty on the part of eBay. Likewise, the liability for other damages, which are based on an intentional or grossly negligent breach of duty on the part of eBay, remains unaffected.

- 13. DISPUTES:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Eligible Participant and Sponsor in connection with the Award, shall be governed by, and construed in accordance with, the laws of the State of California, USA, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California, USA.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Award-related materials, including, but not limited to: the Website and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Official Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Award as contemplated in these Official Rules.

- 14. WINNERS' LIST:** For the names of the winners, available after June 28, 2019, mail a self-addressed, stamped envelope by June 26, 2020 to: eBay Nova Developer Award Winners, P. O. Box 997, Plainview, NY 11803-0997, USA.

- 15. SPONSOR & ADMINISTRATOR:** The Sponsor of this Award is eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125. Administrator: Wire Stone, part of Accenture Interactive, 35 Pinelawn Road, Suite 108W, Melville, NY 11747, USA.

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