### 'VR Funhouse Mod Contest' - Official Rules

By entering this Contest, you agree to be bound by these Official Rules and to comply with all applicable laws and regulations.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THIS CONTEST. THIS CONTEST IS VOID WHERE RESTRICTED OR PROHIBITED BY LAW. OPEN TO LEGAL RESIDENTS OF The United States of America, Canada (excluding the province of Quebec), Belgium, United Kingdom, Germany, Greece, France, Italy, Spain, The Netherlands, Switzerland, Austria, Sweden, Norway, Finland, Denmark, Russia, Poland, Czech Republic, Turkey, Australia, New Zealand, Mainland China (excluding Hong Kong and Macau), Hong Kong, Taiwan, Japan, South Korea, India (excluding the State of Tamil Nadu), Brazil, Mexico, Singapore, Argentina, Chile, Philippines, Colombia, Peru, Ukraine, Hungary and Serbia.

#### 1. Sponsor

This Contest is sponsored by NVIDIA Corporation, with an address at 2701 San Tomas Expressway, Santa Clara, CA 95050, U.S.A. (hereinafter "NVIDIA" or "Sponsor").

### 2. Eligibility

You must be a resident of either the The United States of America, Canada (excluding the province of Quebec), Belgium, United Kingdom, Germany, Greece, France, Italy, Spain, The Netherlands, Switzerland, Austria, Sweden, Norway, Finland, Denmark, Russia, Poland, Czech Republic, Turkey, Australia, New Zealand, Mainland China (excluding Hong Kong and Macau), Hong Kong, Taiwan, Japan, South Korea, India (excluding the State of Tamil Nadu), Brazil, Mexico, Singapore, Argentina, Chile, Philippines, Colombia, Peru, Ukraine, Hungary and Serbia and eighteen (18) years of age or older to be eligible to participate in this Contest. Employees of Sponsor, its affiliates, and their respective contractors, service providers and professional advisors connected with this Contest, as well as members of their immediate families and/or households, are NOT eligible to enter.

### 3. The Challenge

Entrants create a VR Funhouse mod using our tools and submit it through Steam Workshop by contest deadline. A panel of VR Experts at NVIDIA picks the winning 3 entries.

The entries will be judged on the following criteria:

- Originality and Creativity: The mod can be a modified level, new carnival game, or a completely new gameplay experience it's up to you!
- Entertainment Value: Or "How fun is it to play"
- Innovation: How well the mod shows off NVIDIA Technologies (e.g. VRWorks, FleX, Flow, Destruction, Turbulence, HairWorks, etc.)

Please note that we're looking for family friendly, original content. All content must be owned or licensed by the content creator.

## 4. Prizes; Odds of Winning

The prizes of this Contest are as follows:

1st Place: \$2500 and one NVIDIA TITAN X Graphics Card
2nd Place: \$1500 and one GeForce GTX 1080 Graphics Card
3rd Place: \$500 and one GeForce GTX 1070 Graphics Card

The prizes are not assignable or transferable. Brand and model of prizes are subject to change by NVIDIA at any time for any reason and substitutions will be of equal or greater value. NVIDIA is not responsible or liable for the distribution of any prizes once they are shipped to the winner. The prizes offered, and the entrants that are successful, are not distinguishable by country and do not hold any bias and are equally attainable for all participating countries and their entrants. THIS CONTEST HAS NOT PREVIOUSLY BEEN OFFERED. Odds of winning depend on the number of eligible entries received.

# 5. Entry Period

The entry period for this Contest begins at 12pm GMT (Greenwich Mean Time) on 18<sup>th</sup> November 2016 and ends at 6pm GMT (Greenwich Mean Time) on 20<sup>th</sup> January 2017 (hereinafter the "Entry Period").

Following the entry period, the NVIDIA judging panel will select and announce the winners of the contest

# 6. Winner Announcement; Claiming and Awarding of Prize

The winners will be announced on the contest page on or about 25<sup>th</sup> January 2017. Within 7 days following such announcement, the winners will be notified by NVIDIA via email. To claim the prize, the winner must do the following within 30 days from the date of NVIDIA's notification:

- a. confirm receipt of the notice by email (which confirmation must be sent from the same email address to which the notice was sent); and
- b. complete, sign and return a winner release form (as provided by NVIDIA along with its email notice) and such other requisite documentation (if any) listed in NVIDIA's email notice

Within 21 days following its receipt of the Required Winner Documents from the winner, NVIDIA will ship the prize via FedEx or similar courier service, at NVIDIA's expense, to the winner's mailing address specified in his/her winning entry. Notwithstanding the foregoing, if NVIDIA determines that the Required Winner Documents as returned by the winner are incomplete, erroneous, or otherwise not in order, NVIDIA may require the winner to provide complete or replacement documentation prior to shipment of prize.

*IMPORTANT NOTE TO ALL ENTRANTS*: If a winner cannot be contacted or fails to claim the prize or to return the Required Winner Documents within the specified time period, or if the prize is returned as undeliverable, or if a winner fails to comply with any of the provisions of these Official Rules, such winner will be considered to have forfeited the prize. In such case, the prize will be awarded to the individual who submitted the next best entry as previously determined by NVIDIA.

### 7. Taxes

The winner of this Contest is solely responsible for any and all applicable taxes and government charges that result from his/her receipt and/or use of the prize. Sponsor reserves the right to withhold and deduct such taxes and charges from the prize if and to the extent required by law.

# 8. AGREEMENTS by Entrant

- a. By entering this Contest, each entrant agrees and acknowledges that Sponsor and Sponsor Related Parties shall not be responsible or liable for: (i) any late, lost, stolen, forged, mutilated, corrupted, incomplete, illegible or misdirected entries; (ii) any errors, omissions, misinformation, or misidentification in an entry; (iii) any dispute or claim arising from an entrant's participation in this Contest or his/her entry, or his/her receipt, ownership or use of the prize; (iv) any computer hardware, software, Internet, network, cable, phone, or other communication or technical errors, failures, malfunctions, interruptions, or delays; or (v) any damage to an entrant's or any other person's computer hardware, software or data that results from participation in this Contest or accessing, downloading or using any tools, files, data, software, or other articles or materials in connection with this Contest.
- b. By entering this Contest, each entrant agrees and consents to Sponsor's collection, use and retention of his/her personal information for all purposes related to this Contest (including, without limitation, processing and administering entries, sharing an entrant's personal information with Sponsor Related Parties as necessary to conduct and operate this Contest, communicating with and awarding the prize to the winner, making public announcements about the winner, and advertising, promoting and publicizing this Contest).
- c. ANY ENTRY THAT IS IN BREACH OF ANY OF THE FOREGOING REPRESENTATIONS AND WARRANTIES OR IS OTHERWISE IN VIOLATION OF THESE OFFICIAL RULES, WILL BE DEEMED VOID AND AUTOMATICALLY BE DISQUALIFIED FROM THIS CONTEST.

# 9. Reservation of Rights by SPONSOR

Sponsor reserves the right, to the extent permitted by applicable law, to terminate, cancel, modify or suspend this Contest, in whole or in part, if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of this Contest as determined by Sponsor in its sole discretion. If this Contest or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this Contest, Sponsor reserves the right, at its sole discretion and to the extent permitted by applicable law, to disqualify any individual implicated in such action, and/or to cancel, terminate, cancel, modify or suspend this Contest, in whole or in part. Any attempt by an entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made Sponsor reserves the right to seek damages and/or other remedies from any such person to the maximum extent permitted by applicable law. In addition, Sponsor reserves the right to take down and remove any entry that becomes subject to a third-party claim for copyright infringement or for violation of any other right.

### 10. Governing Law; Jurisdiction

These Official Rules are governed by and shall be construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its conflicts of law rules. Each entrant hereby submits himself or herself to the exclusive jurisdiction of the state and federal courts sitting in Santa Clara, California, U.S.A.

### 11. Contest Information

You may request a copy of these Official Rules via email to <u>contests@nvidia.eu</u>. To learn the actual number of entries received and the winners selected in this Contest, please visit the following website

https://developer.nvidia.com/vr-funhouse-mod-contest after\_25<sup>th</sup> January 2017.