

AR Toys Competition Rules

Eligibility:

NO PURCHASE OR SUBSCRIPTION NECESSARY. PURCHASE OR SUBSCRIPTION DOES NOT INCREASE YOUR CHANCES OF WINNING THIS COMPETITION. THE COMPETITION IS OPEN TO ENTRANTS WORLDWIDE.

ANY RESIDENT OF COUNTRIES UNDER U.S. EMBARGO IS NOT ELIGIBLE TO PARTICIPATE IN THE COMPETITION. ALL APPLICABLE NATIONAL AND LOCAL LAWS AND REGULATIONS OF THE COUNTRY IN WHICH THE ENTRANT RESIDES APPLY. THE COMPETITION IS VOID WHEREVER ELSE IT IS RESTRICTED OR

PROHIBITED BY LAW.

Promotion Period:

The AR Toys Competition (the "Competition") begins at 09:00 p.m. Central European Time ("CET") – which is 00:00 a.m. Pacific Standard Time ("PST") - on May 6, 2014, and ends at 23:59 p.m. CET (which is 11:59 p.m. PST) on June 15, 2014. All entries must be provided by the official submission form on or before the Submission Deadline.

Administrator/Sponsor:

The Competition shall be administered by Metaio GmbH ("Metaio") as well as by Toywheel GmbH ("Toywheel").

Promotion description:

The AR Toys Competition is a skill-based Competition. The Competition requires each Competition participant ("Entrant") to create a concept for Augmented Reality Toys for Kids. The Toys should be geared for children between the ages of four and twelve (4-12).

The Competition targets concepts for digital games for kids combining digital and physical interaction using the Augmented Reality Technology on mobile devices. There are no restrictions as to type of game or game category that may be submitted in the Competition. According to the age of the target group (4-12 years) all submissions must fulfill an appropriate age rating of 4+ and must not contain any objectionable material such as, for example, cartoon, fantasy or realistic violence; profanity; mature, suggestive or horror-themed content; gambling; sexual content or nudity; alcohol, tobacco or drug use.

The Competition is purely based on ideas and/or concepts and does not require any technical implementation or demo. The purpose of the Competition is to generate new and exciting ideas together with the community of Toywheel and Metaio.

The Competition includes two different categories / awards:

AR Toymaker Award – This category asks for submissions from any participant above 18 years. The target of this submission is to award the best idea/concept for an Augmented Reality Toy based on today's capabilities of Augmented Reality Technology. The winner will be rewarded with product licenses and consulting. The goal is to support the winner in further developing the winning idea, and enabling him or her to create a finished application in the end.

AR Junior Award – This category asks for submissions especially from children and under-aged persons. The target is to generate ideas and concepts from kids for kids. This award is purely based on an idea or concept, by itself. As such, it is not necessary that the idea fulfill any technological requirements (e.g. today's capabilities of Augmented Reality Technology). The winner will be rewarded with a material prize. The goal is to give kids and teenagers a platform to share their ideas about the use of Augmented Reality Technology for interactive, digital toys.

NOTE: For legal reasons the submission process for the AR Junior Award has to be done/guided by the parents or a legal guardian of the entrant. (See details in the official rules below)

The Competition does not fall under the category of sweepstakes and winning the Competition is not based on luck or chance. The odds of winning depend on the total number of eligible entries received. Prize winners shall be announced on July 21, 2014.

Further eligibility requirements:

All entrants in the Competition must be at least 18 years of age (or the appropriate age of majority in Entrant's place of residence) or older as of April 28, 1996. Metaio and Toywheel (as well as any parent or affiliated companies, sponsors, subsidiaries, advertising and promotion agencies and third party fulfillment or judging agencies) employees, as well as their immediate families (spouses, siblings, parents, children, grandparents, step parents, step children, as well as any spouses of any of the persons included under this description of immediate families) and members of the same household (whether or not related) are not eligible to enter the Competition.

There is a maximum of three (3) entries per individual entrant.

Official Rules:

By participating in the Competition, each entrant fully and unconditionally accepts these official AR Toys Competition Rules and the decisions of Metaio and Toywheel as sponsor and administrator. These decisions are final and binding in all matters relating to the Competition. In order to win a prize, it is necessary to comply with all requirements set out in these AR Toys Competition Rules. Noncompliance with the AR Toys Competition Rules will result in disqualification of an entrant and forfeiture of eligibility for any prize.

Metaio/Toywheel may refuse an Entrant's Submission – as defined below – for any good reason at Metaio's or Toywheel's sole discretion.

How to enter:

Entrants for the Competition will be required to design a document reflecting the theme of the submission.

In order to participate in the Competition, any Entrant must take the following steps:

- Entrant shall register on the LANDINGPAGE at <http://www.metaio.com/ar-toys-competition/> or <http://toywheel.com/ar-toys-competition-metaio-toywheel/> providing the requested information including but not limited to legal name information, valid e-mail address, Award Category, short idea description and uploading the according document(s).
- Entrant shall design a 4 (four) page document (e.g. JPG/PDF/PSD/etc.) illustrating the concept either in text/images/sketches/etc.
- Specific Requirements for the *AR Toymaker Award* submission:
 - The submitted concept has to meet the availability of today's available AR Technology (Based on Metaio Products – www.Metaio.com)
 - The technologies/elements which are required for an implementation of the concept have to be clearly specified
- Specific Requirements for the *AR Junior Award* submission:
 - The AR Junior award is targeting children and under aged persons
 - In keeping with the OECD (The Organization for Economic Co-operation and Development) recommendations for Protection of Children Online, found at http://www.oecd.org/sti/ieconomy/childrenonline_with_cover.pdf, and with the [Children's Online Privacy Protection Act](#) (COPPA) of the U.S. Federal Trade Commission, we require consent of a parent or guardian for AR Junior Competition submissions. Therefore, such submissions will require either (1) written consent from the parent or guardian, and/or (2) that the Competition submission must use an e-mail account belonging to the parent or guardian. Submission forms without the required parent/guardian consent will be refused.
- It is recommended, but not required, to submit additional assets for a better explanation of the concept, such as:
 - Videos
 - Sample Demo in AR
 - Link to websites / etc.
- Each Entrant shall register on the LANDINGPAGE at <http://www.metaio.com/ar-toys-competition/> or <http://toywheel.com/ar-toys-competition-metaio-toywheel/>, and shall provide the requested information including but not limited to, legal name information, valid e-mail address, Award Category, short idea description, and uploading of the corresponding document(s).

Other Submission requirements and notes:

Entries may only be submitted by an individual person. The Entrant must be the original owner of the content of the Submission. No third party logos or trademarks (logos or trademarks other than Metaio's/Toywheel's logos) may be used in the Submission. Metaio/Toywheel grants Entrant the right to use Metaio's/Toywheel's logos, trademarks and other proprietary marks (such as images) solely in Entrant's Submission and solely for the purpose of submitting the Submission to Metaio/Toywheel.

Submission Content Restrictions:

All Entrants represent and warrant that:

- their Submission is an original creation;
- the entrant owns or otherwise has all rights necessary for entrant to provide the Submission and grant any rights granted hereunder;
- Entrant is not disclosing any information which would constitute a violation of any confidentiality obligations of entrant;
- their Submission is not subject to license terms that require any material incorporating or being derived from the Submission to be licensed to others;
- their Submission contains no viruses, worms, spyware or any other malicious or deceptive components or instruction that are designed to limit, harm or otherwise affect the functionality of a computer or software;
- their Submission is in no way misleading, inaccurate or false;
- their Submission contains no images created by a third party or contains images to which entrant does not have all rights necessary to provide such image;
- their Submission shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights, intellectual property rights or rights of privacy or publicity;
- their Submission does not violate any law, statute, regulation or order (including but not limited to those relating to export controls, consumer protection, false advertising or unfair competition);
- their Submission does not contain material that is or could reasonably be considered to be defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or harassment;
- their Submission contains no commercial or corporate advertising (including but not limited to corporate logos, brand names, trademarks and other such marks) other than such advertising relating to Metaio and/or Toywheel;
- their Submission is not otherwise unlawful or in violation or contrary to applicable federal, state, provincial or local laws and regulations.

Copyrights

For the purpose of communication actions within the AR Toys Competition only the Entrant grants Toywheel and Metaio a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, modify, prepare derivative works of, display, and perform the Content in any way Metaio deems necessary, including without limitation for promoting in any media formats and through any media channels.

Judgment Criteria:

The Submissions shall be evaluated by Metaio/Toywheel. Metaio/Toywheel reserves the right to not choose a winner and to adjust the number of Prizes awarded. Metaio/Toywheel shall evaluate the Submissions using the following judgment criteria:

AR Toymaker Award

- Anti-boredom guarantee – Endless play fun without addiction – How fun and inspiring as well as trusted by the kids is your concept?
- Uniqueness of concept – How unique/obvious is the submission?
- Technical feasibility of concept (based on Metaio software today) – How feasible is the concept if implementation would start tomorrow?
- Ease of use/user friendliness – Will the application (created out of the concept) be easy to use? Are there any additional interaction elements required, etc.?

AR Junior Award

- Anti-boredom guarantee – Endless play fun without Addiction – How fun and inspiring as well as trusted by the kids is your concept?
- Uniqueness of concept – How unique/obvious is the submission?
- Ease of use/user friendliness – Will the application (created out of the concept) be easy to use? Are there any additional interaction elements required, etc.?

Prizes:

AR Toymaker Award

Exactly one (1) Prize (“Category Prize – AR Toymaker Award”) will be awarded only to the winner of category AR Toymaker Award.

The AR Toymaker Award Prize shall consist of

- One (1) commercial license free of charge for a period of twelve (12) months for either i) Metaio SDK Basic, ii) Metaio SDK Pro, or iii) Metaio Cloud subscription at the sole discretion of Metaio based upon the submission and subject to the applicable terms;
- Consulting with respect to game design and publishing the extent of which shall be determined at the sole discretion of Toywheel;
- Consulting with respect to augmented reality technology and implementation the extent of which shall be determined at the sole discretion of Metaio;

- Toywheel and Metaio agree to publish an article based on the submission of the winning entrant on their official communication channels (such as their respective websites and newsletters). The winning entrant shall be required to provide input/content for such article. The Parties may also issue a joint press release at their sole discretion;
- Two (2) free tickets to attend Metaio's insideAR conference, which will be hosted by Metaio in Q4 2014;

Any use, installation or download of the Metaio SDK and/or any other Metaio products are subject to the relevant legal agreement as indicated at <http://www.Metaio.com/imprint/>.

Except where prohibited by law, the Prize winners may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release within five (5) days of being notified by Metaio and Toywheel.

The Prizes are personal to the Prize winners and cannot be transferred. The Prizes are subject to change and Metaio/Toywheel may award substitute prizes. A cash alternative is not available.

AR Junior Award

Exactly one (1) Prize ("Category Prize – AR Junior award") will be awarded only to the winner of category AR Junaio Award.

The AR Junior Award prize shall consist of

- One (1) Apple iPad mini Tablet PC, with WiFi capability, and 16GB memory
- One (1) commercial license free of charge of metaio Creator tool at the sole discretion of Metaio based upon the submission and subject to the applicable terms;
- Toywheel and Metaio agree to publish an article based on the submission of the winning entrant on their official communication channels (such as their respective websites and newsletters). The winning entrant shall be required to provide input/content for such article. The Parties may also issue a joint press release at their sole discretion;
- Two (2) free tickets to attend Metaio's insideAR conference, which will be hosted by Metaio in Q4 2014;

The winner will receive the Apple iPad Mini by standard package delivery, the delivery costs will be borne by Metaio/Toywheel. The delivery will respect the Apple Global Trade Compliance (<https://www.apple.com/legal/more-resources/gtc.html>) and not be delivered to any of the countries under embargo. Metaio/Toywheel will not be liable for any product warranty of the device.

Any use, installation or download of the Metaio Creator and/or any other Metaio products are subject to the relevant legal agreement as indicated at <http://www.Metaio.com/imprint/>.

Except where prohibited by law, the Prize winners may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release within five (5) days of being notified by Metaio and Toywheel.

The Prizes are personal to the Prize winners and cannot be transferred. The Prizes are subject to change and Metaio/Toywheel may award substitute prizes. A cash alternative is not available.

General Terms:

Unless prohibited by law, the Competition is not subject to legal recourse. Metaio/Toywheel do not provide any warranty relating to the Prize. To the greatest extent allowable under law, Metaio/Toywheel specifically disclaim any representations or warranties, express or implied, regarding the Prize, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

If the selected Competition winner cannot be contacted or is ineligible (under the AR Toys Competition Rules or as a result of noncompliance with any applicable policies, license, rules, terms of service or other relevant rules or laws) or fails to claim the Prize or fails to return any required documentation in a timely manner, the Prize may be forfeited and Metaio/Toywheel may name an alternate Competition winner at Metaio's/Toywheel's sole discretion.

The Competition winner accepts responsibility for all federal, state and local taxes and fees in connection with the Prize. The Competition winner shall be solely responsible to obtain all permissions and authorizations to collect and receive the Prize in accordance with the laws of the Competition winner's country of residence. This Competition is void where prohibited or restricted by law, and subject to applicable federal, state, provincial and local laws.

Metaio/Toywheel may, upon notification of entrants, immediately suspend or terminate the rights of an entrant, if an entrant breaches the AR Toys Competition Rules or if Metaio/Toywheel reasonably believes that an entrant has submitted an entry in violation of the AR Toys Competition Rules.

Metaio/Toywheel reserves the right, at its sole discretion, to suspend or cancel the Competition at any time for any reason.

An Entrant may withdraw his or her entry at any time by providing notice to Metaio/Toywheel. If an Entrant's Submission is withdrawn, the Entrant's rights to win the Prize are voided.

Metaio/Toywheel reserves the right to make changes to the AR Toys Rules at any point without providing notice to any entrant. The most current version of the AR Toys Rules can be viewed at

- http://www.metaio.com/fileadmin/upload/documents/pdf/Competitionrules_AR-Toys.pdf
- <http://...>

The act of submitting any Submission to the Competition or the acceptance of a Prize will constitute acceptance of such revised rules.

In the event of any discrepancy between the AR Toys Competition Rules and any other promotional materials or other such materials, the AR Toys Competition Rules shall govern. In the event that Metaio/Toywheel improperly denies an entrant the Prize, Metaio's/Toywheel's total liability and Entrant's sole and exclusive remedy will be limited to the total value of the Prize as set forth above. By entering this Competition, Entrant waives any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based. In the event that this Competition does not proceed as expected due to any infection by computer virus, tampering, bugs, unauthorized intervention, technical issues or any other issues beyond the control of Metaio which improperly affect the administration, integrity, fairness or proper conduct of this Competition, Metaio/Toywheel reserve the right at its sole

discretion to disqualify any Entrant who has caused or benefited from such issues as described in this paragraph.

Metaio/Toywheel assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation, delay in transmission, theft, destruction, communication lines failure, unauthorized access to, or alteration of entries. Metaio/Toywheel shall not be responsible for any problems or technical issues of any network, telephone lines, computer systems, servers, providers, computer equipment, software, failure of any entry to be received by Metaio/Toywheel due to technical issues, human error or internet or any website traffic congestion, or any combination thereof, including any injury or damage to the entrant's or any other person's computer due to an Entrant's participation in the Competition or downloading any documents relating to entry in the Competition.

Dispute Resolution

Except where prohibited, by participating in the Competition, Entrants agree that all issues and questions concerning the construction, validity and interpretation and enforceability of the Competition Rules, as well as the rights and obligations Entrant(s) and Metaio/Toywheel and its agents shall be governed by and construed exclusively in accordance with the laws of Germany without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees, insofar as legally admissible, that any action at law or in equity arising out of or relating to this Competition, or awarding of the Prizes, shall be filed only in the courts located in Munich, Germany and Entrant hereby consents and submits to the personal jurisdiction of these courts for the purposes of pursuing any such action. Except where prohibited, by participating in this Competition, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Competition, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Competition but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

Contact

Should you have any questions regarding this Competition, you may contact Metaio by email at contests@Metaio.com. Metaio/Toywheel shall endeavor to provide a timely response to any inquiries, but cannot guarantee a response.