

SKILLZ 2018 INDIE IGNITE GAME DEVELOPER COMPETITION

TERMS AND CONDITIONS

Welcome to the Skillz 2018 Indie Ignite Game Developer Competition!

These Terms and Conditions ("*Terms*") apply to the 2018 Indie Ignite Game Developer Competition held by Skillz Inc. (the "*Contest*"). Please read these Terms carefully as they form a binding legal agreement between you and Skillz Inc. ("*Skillz*"), located 1061 Market Street, San Francisco, CA 94103 with respect to the Contest.

We may post specific rules ("*Rules*") for a Contest on the [Contest Website](#) (the "*Contest Website*"), which become part of these Terms and your agreement with us with respect to the Contest.

YOU MAY NOT SUBMIT AN ENTRY TO THE CONTEST AND ARE NOT ELIGIBLE TO RECEIVE PRIZES UNDER THE CONTEST UNLESS YOU AGREE TO THESE TERMS. YOUR SUBMISSION OF AN ENTRY IN THE CONTEST CONSTITUTES YOUR AGREEMENT TO THESE TERMS.

The words "include" and "including" as used in these Terms mean "including but not limited to." References to "you" as used in these Terms shall include the legal entity you represent, should you choose to enter as a representative of an entity.

1. Eligibility.

1.1 Void Where Prohibited. The Contest is void in the Balkans, Belarus, Burma, Côte D'Ivoire, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Sudan, Syria, Québec, Zimbabwe and where otherwise prohibited by law.

1.2 No Purchase Necessary to Enter or Win. You do not need to purchase any Skillz product or service to enter or win the Contest. Odds of winning depend on the total number of eligible entries received.

1.3 Ineligible Individuals. You cannot participate in the Contest if you are, and will be immediately disqualified and forfeit all of your prizes if you become:

- (A) a resident of the geographies listed in Section 1.1 or anywhere that the Contest is prohibited by law;
- (B) restricted by applicable export controls and sanctions programs;
- (C) a current employee (including intern or co-op), contractor, officer, or director, of Skillz, its participating promotional partners, Skillz partners, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production or fulfillment of the Contest (collectively, the "*Contest Entities*");

(D) an immediate family member (including a parent, sibling, child, spouse, grandparent, step-parent, step-sibling, step-child or life partner regardless of where you live) of one of the individuals listed in subsection (C) above or you are a member of the same household (whether related or not) of the persons listed in this Section (D); or

(E) under the age of 18 years at the time of submitting your entry.

1.4 Requirements to Enter and Receive a Prize.

(A) In order to enter the Contest, you must have:

- (1) created the game you enter (the "*Entered Game*") as an independent game developer, for mobile, on iOS.
- (2) created the Entered Game as a new game, not an existing published game, on the Skillz platform;
- (3) all legal rights to the Entered Game or have obtained irrevocable written permission to use and license rights in the Entered Game in a limited fashion to Skillz in accordance with these Terms.
- (4) access to the Internet; and
- (5) a valid email address.

(B) In order to receive a prize, you must provide your name, phone number, a valid mailing address and any other information Skillz may need to award or send you a prize. Skillz will endeavor to disperse prizes to all eligible prize recipients. You understand that there may be rare circumstances in which Skillz is unable to disperse a prize due to applicable legal restrictions.

(C) If you are a government official, you may only enter the Contest in your personal capacity and may be ineligible to receive certain prizes. "*Government officials*" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.

1.5 Verifying Eligibility. Skillz reserves the right to verify your eligibility and to adjudicate any dispute at any time. You agree to provide Skillz with any proof of eligibility requested and your refusal or failure to provide such proof within 7 days of Skillz's request will result in your disqualification from the Contest and forfeiture of any prizes.

1.6 Communications. All communications between Skillz and you, including the Contest website and email communications, will be in English.

2. How to Enter.

2.1 Registration. To enter the Contest, you must (i) register at the Contest website by providing required information about yourself; (ii) submit the materials listed in (A)-(B) below any time between 12:00 am PST on November 13, 2018, and 11:59 pm PST on December 31, 2018 (the “*Entry Deadline*”); and (iii) complete the tasks listed in (C) below by January 31, 2019. YOU ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME IN YOUR TIME ZONE.

(A) A properly completed official entry form, located on the [Contest Website](#).

(B) An IOS mobile-based game must be fully integrated with the Skillz platform by completing all of the steps in the integration flow and must have reached the Live stage in the Skillz Developer Console by the Entry Deadline. Entered Game updates are permitted during the Judging Period (as defined below). Patched updates will be permitted throughout the Judging Period; however, Skillz does not guarantee the viewing or application of every patch/update by the Evaluation Committee.

(C) In addition to reaching the Live stage in the Skillz Developer Console by the Entry Deadline, you must provide a working Apple App Store URL in the Skillz Developer Console by January 31, 2019. You must work with the App Store during this time to ensure your game is accepted and “live.” Skillz is not responsible for any delays which occur relating to the App Store. It is to your advantage to get the Entered Game in “live” in the Apple App Store as soon as possible as some Criteria (as defined below) relate to game traffic.

3. Contest Structure & Judging.

3.1 Overview. An evaluation committee (the “*Evaluation Committee*”) will review the Entered Games during the approximate period from the Entry Deadline to January 31, 2019 (the “*Judging Period*”). The winning game will be announced on February 18, 2019 (the “*Winning Game*”).

3.2 Criteria & Judging. Each Entered Game will be evaluated using the criteria below (the “*Criteria*”). The Criteria may not be weighted equally.

(A) **Game Design:** This will be based on the Evaluation Committee’s sole judgment with respect to Skillz’s view of fairness and Skillz’s proprietary fairness check algorithm. Skillz reserves the right to check for fairness via communications with you following the entry deadline. In turn, you agree to cooperate with such fairness checks by providing a playable sandbox build of the game to Skillz upon request.

(B) **Player Retention:** D1 and D7 performance. For purposes of the Contest, “*D1 and D7 Performance*” are based on peak 7-day average during the Judging Period.

(C) **Game Replayability:** Z games per player based on peak 7-day average during the Judging Period.

(D) Volume: Daily Active Users based on peak 7-day average during the Judging Period.

(E) Independent Creation: The game was created by an independent game developer.

(F) Compliance with Eligibility: You and the Entered Game, as applicable, each comply with the eligibility requirements noted herein.

3.3 Modifications to the Contest. Skillz may cancel or modify the structure, location, and times of the Contest to run the Contest in accordance with these Terms or to prevent an unfair result.

4. Announcement of Winner. The name of the Winner (as defined below), will be available after February 18, 2019 on the Contest website. Alternately, you may send a stamped, self-addressed envelope to: Skillz 2018 Indie Game Developer Competition, c/o Skillz Inc., 1061 Market Street, San Francisco, CA 94103 USA to receive information about the Winner.

5. Prizes.

5.1 Grand Prize. The Grand Prize Winner (the “*Winner*”) will receive the prizes indicated below:

(A) A User Acquisition Budget of up to \$25,000; The “*User Acquisition Budget*” means spend made by Skillz to market, promote or acquire users for the Entered Game.

(B) Game Launch and Optimization Services hours (“*GLOS*”) provided by Skillz (valued at approximately \$15,000);

(C) Publicity by Skillz on its own media channels, including a press release and coverage on the Skillz blog (valued at approximately \$9,000);

(D) Two (2) 2019 Game Developers Conference Expo Plus Passes (valued at approximately \$460);

(E) An award trophy; and

(F) A license to use a version of the official Contest name and Winner logo in promotional materials relating to the Winning Game.

The estimated total cash value of the Grand Prize is approximately \$50,000.

5.2 Delivery of Physical Prizes. Skillz may either ship your prize to you or request that you come to a Skillz office or a designated location to collect your prize. If Skillz informed you that it will ship your prize to you and you have not received your prize within 6 months after the end of the Contest, please email legal@skillz.com. Skillz will not award any prizes beyond 12 months from the end of the Contest.

5.3 Forfeiture. You will forfeit your prize and an alternative winner may be selected, if:

- (A) You fail to provide a phone number during registration or any other information requested by Skillz within 10 days of Skillz's request;
- (B) You fail to respond to Skillz's email notification of your prize within 10 days;
- (C) You fail to follow directions provided by Skillz for receiving the prize;
- (D) Your prize or prize notification is returned to Skillz; or
- (E) You fail to pay applicable taxes or timely submit applicable documentation to Skillz or the relevant tax authority.

5.4 Substitute Prizes. If for any reason the prizes, or any part of a prize, is unavailable or a prize or related event is delayed, cancelled or postponed, or for any other reason, Skillz reserves the right to modify the Contest in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth herein. The total approximate total retail value of the prize(s) is as specified by Skillz.

5.5 No Winner Transfer or Assignment. No transfer or assignment of the prize, or any portion thereof, is permitted by the Winner without Skillz's prior written consent.

5.6 Taxes; Tax Documentation. You are solely responsible for complying with all applicable tax laws and filing requirements. The value of each prize may be taxable to the Winner as income. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the prize not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the prize, in whole or in part, is used). To remain eligible for a prize, you must submit to Skillz or the relevant tax authority all documentation requested by Skillz or required by applicable law within 7 days of Skillz's request or earlier if required by law. You are solely responsible for paying all taxes, duties, and other fees imposed on prizes awarded to you. All prizes will be net of any taxes Skillz is required by law to withhold.

5.7 Prize Disclaimers; No Warranties. Except as required by law, Skillz makes no warranties, express or implied, for prizes. Prizes are provided "as is". Entrants acknowledge that Skillz has not made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes, including any implied warranty of merchantability of fitness for a particular purpose. Any prizes pictured in advertising and other Contest materials are for illustrative purposes only.

5.8 Winner Verification. The Winner may be required to prove eligibility, including, without limitation, proof of age, residence, and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within 7 days after being notified of being a potential Winner. The Winner (or any alternate Winner if one must be selected) is not official and shall not be confirmed as the Winner until he/she has

completed, signed and returned documentation required by Skillz — which may include an affidavit of eligibility, release of liability (except where prohibited), publicity release form, and tax forms, and the eligibility of the potential Winner has been verified. If the Winner (or any alternate Winner) does not complete all forms necessary within the time given and/or in the event of non-compliance by the Winner (or alternate Winner), such Winner (or alternate Winner) shall be disqualified and shall forfeit the prize(s), and all privileges otherwise due as a Winner shall be terminated. Provided that the Winner is in compliance with the Terms and after having successfully proven eligibility, the Winner will be officially confirmed as the Winner. Skillz expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary. In addition, Skillz reserves the right to select an alternate Winner in the event that any Winner fails to comply with these Terms.

6. Disqualification.

6.1 You may be disqualified from the Contest and forfeit any prizes you may be eligible to receive if Skillz reasonably believes that you have attempted to undermine the legitimate operation of the Contest, including:

(A) Providing false information about yourself or your affiliated entity during registration or concerning you or your affiliated entity's eligibility;

(B) Breaching or refusing to comply with these Terms;

(C) Tampering or interfering with administration of the Contest or with the ability of other contestants to participate in the Contest;

(D) Submitting content that:

(1) violates the rights of a third party;

(2) is lewd, obscene, pornographic, racist, sexist, or otherwise inappropriate to the Contest; or

(3) violates any applicable law.

(E) Threatening or harassing other contestants or Skillz, including its employees and representatives. Harassing behavior includes, offensive, threatening, and/or hateful comments directed toward an individual or protected class (gender, sexual orientation, disability, gender identity, age, race, religion, ethnicity, veteran status), the use or display of sexual images in public spaces, deliberate intimidation, stalking, doxing or online stalking, following, taking unwelcome photos/videos, sustained disruption of talks or other events, inappropriate physical contact, unwelcome sexual attention, and developing and/or promoting any applications designed to encourage any of these behaviors.

6.2 You may report to Skillz at legal@Skillz.com any harassment, cheating, or violation of these Terms by another entrant. Skillz may investigate any such allegations and all

decisions by Skillz in these matters are final and binding. If you are asked to stop any harassing behavior, you are expected to comply immediately.

7. Ownership; Rights in Your Submissions; Privacy.

7.1 License to Use Content; Reservation of Rights. You may use the SDK, the Developer Console and content made available on the Contest website solely to prepare for and compete in the Contest. Skillz retains all rights in the SDK and in the Developer Console and in any Skillz-generated content not explicitly granted by these Terms.

7.2 Ownership of Submissions. You retain all rights to your submitted source code and any other work product that you had before submitting it to the Contest, except as more specifically described in Section 7.3(A)(2) below. Any physical entry materials become the property of Skillz and will not be returned. The foregoing sentence shall not affect intellectual property rights.

7.3 Privacy.

(A) How Skillz May Use Your Information.

- (1) Skillz will use the information you provide during registration and in any subsequent communications to administer the Contest (including verifying your eligibility to participate in the Contest and delivering prizes). This data may be transferred into the United States and will be maintained in accordance with Skillz's [Privacy Policy](#).
- (2) By accepting a prize, to the extent permissible by law, you agree that Skillz and its agents may use your name, likeness, statements, the name of your Entered Game, the name and/or logo your affiliated business entity (if your submission was made via an entity), a link to the Entered Game website, a description of the Entered Game, a still image from the Entered Game, a link to video of the Entered Game and the logo of your Entered Game without compensation to promote the Contest, including displaying it on the Contest website, Skillz website, a press release and/or social media. You grant a worldwide, royalty-free, fully-paid, nontransferable perpetual license to Skillz to use the aforementioned Entered Game name, Entered Game logo and still image for promotional purposes or for marketing or other purposes whether or not related to the Contest, to the extent permitted by Skillz's [Privacy Policy](#).

(B) Sharing Your Information. Your name and the username you create during registration and the country of residence you specified during registration may be displayed publicly on the Contest website. If you win a prize, Skillz may share your name, phone number, e-mail address, and mailing address with third parties to fulfill awarding a prize to you.

(C) Accessing Your Information. You may access, review, and update any of your personal data held by Skillz in connection with the Contest by emailing legal@skillz.com or writing to Skillz (Attention: Indie Dev Contest) at the address listed above.

8. Your Representations, Warranties, Indemnities.

8.1 Representations and Warranties. You represent and warrant that:

(A) the information you provide about yourself or your affiliated entity (if you enter as an entity) while registering or in subsequent communications with Skillz is truthful and accurate;

(B) if you are entering as an entity, you are a fully authorized representative of such entity.

(C) you and the Entered Game fully comply with all eligibility requirements and all other provisions herein;

(D) in preparing the Entered Game and entering and participating in the Contest and attending the 2019 Skillz Game Developers Conference as a spectator, you have complied and will comply in all respects with all applicable laws, regulations, and rules and have not violated nor will violate any agreement or understanding by which you are bound, including any confidentiality, employment, consulting, intellectual property assignment, license agreement and/or other applicable agreement;

(E) except as permitted by these Terms, your submissions to the Contest are original;

(F) you own all rights in your submissions or otherwise have the right to submit your submissions to Skillz and grant to Skillz the licenses granted in these Terms without violating any rights of any other person or entity or any obligation you may have with such entity or person; however, if you do not own all rights in your submissions, you have obtained irrevocable releases and/or necessary permissions to all rights such that neither the Entered Game nor the duplication, use, display, performance, or distribution of the Entered Game will infringe or misappropriate any intellectual property or other proprietary rights of any person or entity as contemplated in these Terms.

(G) your submissions do not violate any applicable laws.

8.2 Indemnities. You will indemnify Skillz and its affiliates, directors, officers, employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

(A) your acts or omissions in relation to the Contest (including your use or acceptance of any prize and your breach of these Terms); and

(B) your submissions violating any rights of any other person or entity or any obligation you may have with them.

9. Disclaimers; Release.

(A) THE CONTEST WEBSITE AND ALL CONTENT (INCLUDING SOURCE CODE AND/OR THE SDK AND DEVELOPER CONSOLE) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SKILLZ DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED), INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SKILLZ IS NOT RESPONSIBLE FOR ANY INCOMPLETE, FAILED, OR DELAYED TRANSMISSION OF YOUR APPLICATION INFORMATION OR SUBMISSIONS DUE TO THE INTERNET, INCLUDING INTERRUPTION OR DELAYS CAUSED BY EQUIPMENT OR SOFTWARE MALFUNCTION, OTHER TECHNICAL PROBLEMS OR ISSUES RELATING TO THE APPLE APP STORE. YOU USE THE SDK, THE DEVELOPER CONSOLE AND SUBMIT YOUR GAME TO APPLE AT YOUR OWN RISK.

(B) BY ENTERING THE CONTEST, YOU RELEASE AND HOLDS HARMLESS SKILLZ INC., AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM ANY AND ALL RESPONSIBILITY OR LIABILITY ARISING OUT OF OR RELATING TO: (I) ANY PERSONAL INJURY, DEATH, PROPERTY (INCLUDING COMPUTER) DAMAGE, OR OTHER LOSS OR CLAIM OF ANY KIND ARISING FROM OR IN CONNECTION WITH ANY VIOLATION OF THESE TERMS, THE CONTEST, THE CONFERENCE OR TRAVEL RELATED THERETO OR ANY ENTERED GAME; THE ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE; (II) ANY ENTRY OR OTHER MATERIALS THAT HAVE BEEN TAMPERED WITH, THAT ARE MISDIRECTED, INCOMPLETE, INCORRECT, NON-CONFORMING, CORRUPT, LOST, LATE, OR INELIGIBLE; AND (III) COMPUTER, TELEPHONE, CABLE, SATELLITE, NETWORK, HARDWARE, SOFTWARE, OR OTHER TECHNICAL MALFUNCTIONS OR FAILURES; GARBLED OR JUMBLED TRANSMISSIONS; INTERNET OR WEBSITE INACCESSIBILITY OR DELAYS; PRINTING OR TYPOGRAPHICAL ERRORS IN ANY CONTEST OR CONFERENCE MATERIALS; OR ANY OTHER TECHNICAL OR HUMAN ERRORS OCCURRING IN CONNECTION WITH THE CONTEST OR THE CONFERENCE.

(C) SKILLZ IS A SEPARATE LEGAL ENTITY FROM APPLE INC. OR ANY OF APPLE'S AFFILIATES (TOGETHER, "APPLE"), ALTHOUGH SKILLZ AND ITS DEVELOPER CONSOLE INTERACT WITH AND INTEGRATE WITH THE APPLE APP STORE, YOU AND APPLE ARE SOLELY RESPONSIBLE FOR YOUR DEALINGS WITH ONE ANOTHER, AND SKILLZ DISCLAIMS ANY RESPONSIBILITY OR LIABILITY ARISING OUT OF OR RELATING THERETO.

10. General.

10.1 Not an Offer or Contract of Employment.

(A) You acknowledge that your participation is voluntary.

(B) You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Skillz and that no such relationship is established by your submission of an entry to the Contest.

(C) You understand and agree that nothing in these Terms, any Rules, a submission into the Contest, or an award of a prize may be construed as an offer or contract of employment with Skillz.

10.2 Severability. If any term (or part of a term) of these Terms is invalid, illegal or unenforceable, the rest of the Terms, and Rules (if any), will remain in effect.

10.3 Translations. In the event of any discrepancy between the English version of these Terms and a translated version, the English version will govern.

10.4 Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SAN FRANCISCO, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS AND IRREVOCABLY WAIVE ANY OBJECTION TO VENUE AND THE JURISDICTION THEREOF.

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