

# Star Trail Timelapse Challenge OFFICIAL RULES

The Star Trail Timelapse Challenge (the “challenge”) is a skill competition sponsored by Oppkey, Inc. (the “Sponsor”) for the development of plug-ins for the RICOH THETA 360 degree camera. The Competition and all Participants, entries and submissions, including code, are subject to and governed by Sponsor’s Privacy Policy (available at <https://community.theta360.guide/privacy>) and these Official Rules (“Rules”).

By applying to and/or participating in the Competition, you agree to these Official Rules. Please read them carefully.

1. **Binding Agreement.** You agree that submission of an Entry in the Competition constitutes agreement to these Rules. These Rules form a binding legal agreement between you and Sponsor with respect to the Competition. Judges will choose the winning entries, and prizes will be awarded in accordance with these Rules.
2. **Sponsor.** Oppkey, Inc., 3810 Divisadero St. #3, San Francisco, CA 94123 USA
3. **Eligibility Criteria.** This Competition is open to residents worldwide who meet the following criteria:
  - Entrants must be 18 years of age or older at the time of entry. Age may be verified prior to awarding a Prize.
  - Entrants must sign up for the free RICOH THETA Partner Program. This step is required in order to unlock the THETA V camera and access Developer Mode.
  - Entrants may not be a person residing in any country embargoed by the United States and/or subject to U.S. export controls or sanctions (including without limitation Iran, Cuba, Sudan, Syria and North Korea), or any other jurisdiction where the Competition is otherwise prohibited, licensed, restricted or taxed by applicable federal, state, territorial, provincial or local laws, rules or regulations and any other country designated by the United States Treasury’s Office of Foreign Assets Control. It is your responsibility to ensure that you are legally eligible to enter the Competition and receive a Prize under any laws applicable to you in your jurisdiction of residence or otherwise.
  - Entrants who are employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings and each of their spouses regardless where they live) or members of household of Oppkey, Inc., or their respective parent companies, affiliates, and subsidiaries (the “Competition Entities”) and any individual connected with the production or distribution of this Competition are not eligible to enter or be awarded a prize.
4. **Competition Period.** The Competition will be conducted in two phases:

a. First Round – Every participant that registers for the free RICOH THETA Partner Program and sends in screenshot proof will get the Challenge Starter Kit and a free trial Android dual fisheye stitching app.

b. Second Round – The first 10 developers to successfully submit their program and thereby complete the challenge receive a full Unity VR mini-degree course with 237 lessons, 40 hours of video, certificate of completion. (Approximate total retail value of \$888.00.)

#### IMPORTANT – PLEASE READ

This agreement contains a mandatory arbitration clause requiring you and Oppkey, Inc. to resolve any dispute with one another through final and binding arbitration. By participating in the Competition, you expressly acknowledge and agree you have read and understand all terms and conditions in this Agreement, and have had the opportunity to consult with your own independent legal counsel at your own expense. The terms of this Agreement are strictly confidential, and may not be shared by you with any third party other than your own independent legal counsel.

The Submission Periods are, collectively, the “Competition Period.”

- All dates and times are subject to change where required under applicable law or due to circumstances beyond the Sponsor's control. Sponsor's clock will be the official timekeeper for this Competition.
- Submissions must be received by email on January 15, 2019, at midnight, Pacific Time (“P.T.”).

#### WINNER SELECTION AND ODDS OF WINNING

Ten (10) winners will be selected by Sponsor on January 17, 2019, from among all eligible entries received by the Sweepstake deadline. Drawing will be conducted by the Sponsor whose decisions are final. Winners are selected based on the time/date stamp in their email submissions. The 10 earliest entrants will be selected. Winners are subject to verification before any prize will be awarded. Winners will be notified via e-mail, at Sponsor's discretion, with up to three emails to the email address included on the signup form. If the winner does not reply by “reply deadline” stated in the emails (January 24, 2019), another winner will be selected with 7 days to reply.

#### WINNER VERIFICATION

Winners must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Winners will be notified by e-mail after the date of the drawing. If a winner cannot be contacted via email within the required time period, the winner forfeits the prize. In the event of such forfeiture or disqualification for any other reason, Sponsor reserves the right to award the prize to an alternate winner drawing from among all remaining eligible entries. There will be a maximum of one (1) alternate drawing, after which the prize will remain unawarded. Prizes will be fulfilled 8-10 weeks after winners are confirmed.

#### PRIZING

The first 10 developers to complete challenge will receive full Unity VR mini-degree course (approximate retail value of \$888) with 237 lessons, 40 hours of video, certificate of completion. <https://academy.zenva.com/product/the-complete-virtual-reality-game-development-course/>

No cash equivalent. Prizes are non-transferable and no substitution will be made except at Sponsor's sole discretion or in the event a prize is unavailable. If a prize is unavailable, Sponsor reserves the right to substitute any listed prize for one of equal or greater value. All prize details not specifically detailed in the Official Rules such as color, size and any additional features will be selected in Sponsor's sole discretion. Winners are responsible for all taxes and fees associated with the prize receipt. Prizes are awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with the Promotion or any prize. No issuer of any offered prize is associated with or sponsoring the Promotion.

**5. How to Enter.** To enter, please follow the steps below:

- To participate in the Challenge, you must first complete the free registration for the Challenge by filling in your Name, Email, and Organization or Affiliation here: [https://docs.google.com/forms/d/e/1FAIpQLScftID0JFwxgxBk\\_EnXBCQkzTvhMYyvccmVISdZUdY89AV\\_JQ/viewform](https://docs.google.com/forms/d/e/1FAIpQLScftID0JFwxgxBk_EnXBCQkzTvhMYyvccmVISdZUdY89AV_JQ/viewform)
- In order to do development with a RICOH THETA V camera, you must first complete the free registration for the RICOH THETA Partner Program and "unlock" the camera. The main registration link is here: <https://www8.webcas.net/db/pub/ricoh/thetaplugin/create/input>
- You must complete registration, including uploading the Serial Number from your RICOH THETA V camera. Please submit a screenshot of the email with the subject line: "[RICOH THETA Plug-in Partner Program] : Thank you for your registration" that shows completion of registration. Email the screenshot of registration email to [jcasman@oppkey.com](mailto:jcasman@oppkey.com)
- All Entries must comply with the Entry Requirements set forth below.
- Multiple entries per Participant are allowed.
- You must have all necessary rights to submit your Entry to the Competition.

There is no fee for entry and no purchase necessary. Free registration to the RICOH THETA Partner Program is required. The odds of winning depend on the total number of eligible Entries. Only fully completed Entries are eligible. Entries from any Individual Entrant that fail to meet relevant eligibility criteria or otherwise violates these Rules will not be accepted. Sponsor may disqualify an Entrant if it reasonably believes that the Entrant has breached these Official Rules.

**6. Entry Requirements.** All Entries must comply with all of the following requirements (“Entry Requirements”):

1. Do not include or make reference to any external data, except those specifically designated during the Competition, or those available through open sourced and public platforms.
2. Entries that exploit bugs in the Sponsor software, or otherwise violate the spirit of the Competition, will be rejected.
3. Entries that attempt to harm the Sponsor or otherwise create an unfair advantage over other entrants will be rejected.
4. Entries cannot be in violation of any law, regulation or third party rights.
5. By submitting an Entry, you warrant and represent: (a) that it is your original work; (b) that it has not been previously published, sold or submitted in any other competition, promotion, or contest; (c) that it has not won previous awards; and (d) that it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that it was not developed in any substantive form prior to the event, though ideation, research and material gathering are permitted.
6. Entries must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, Sponsor, or any third party.

## **7. Judging Criteria For Entries**

Upload the apk to your plug-in to Dropbox, Google Drive, or other file sharing service. Email the link to the file and any usage instructions to [jcasman@oppkey.com](mailto:jcasman@oppkey.com)

Oppkey will test the plug-in as follows:

1. Install on THETA V with adb install yourplugin
2. The THETA V will have the newest firmware available from RICOH
3. Run timelapse plug-in for 5 minutes in each mode
4. Verify dual-fisheye images were saved to camera storage by downloading images using a USB cable with adb pull filename

## **8. Prizes**

**All Participants**

Every participant that registers for the free RICOH THETA Partner Program and sends in screenshot proof will get the Challenge Starter Kit and a free trial Android dual fisheye stitching app.

**First 10 people to complete the Challenge**

The first 10 developers to successfully submit their program and thereby complete the Challenge receive a full Unity VR mini-degree course with 237 lessons, 40 hours of video, certificate of completion. (Approximate total retail value of \$888.00.)

**Prize Terms.** No transfer, assignment, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Prizes are subject to availability and Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded as described for any reason. Limit one (1) prize per participant. If an Entrant qualifies for more than one prize, the higher prize will be awarded to the Entrant and the lower prize will go to the next-ranked Entrant. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Any difference between stated ARV and actual value of Prize will not be awarded.

**Use of Entries:** Entrant hereby grants to Sponsor a perpetual, irrevocable, worldwide, and royalty-free right and license to use, store, copy, distribute and publicly display Entrant's Entries in order to evaluate, score, advertise and promote such Entries in connection with the Competition.

**General Conditions.** All federal, state, provincial, territorial and local laws and regulations apply, and the Competition is void where prohibited by law. Sponsor reserves the right to disqualify any entrant from the Competition if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants or Sponsor. Sponsor reserves the right, in its sole discretion and without prior notice, to suspend or cancel any portion of the Competition or alter the Official Rules for any reason, including but not limited to alteration or corruption of the administration of the Competition by computer virus, technical problem, electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes and unforeseeable events beyond the control of the Sponsor corrupt or affect the administration, security, fairness or proper play or conduct of the Competition. Nothing contained herein shall constitute this Competition to be an arrangement for be employment, a joint venture, or a partnership.

**Taxes.** The value of the prize may be taxable to the winner as income. All federal, provincial, territorial, state and local taxes and any other costs and expenses associated with the acceptance and/or use of prizes not specifically provided for in these Rules are solely the winner's responsibility. Winner is solely responsible for reporting and paying any and all applicable taxes. United States residents will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. Please contact your own tax advisor for any questions concerning taxes.

**Privacy.** Entrants agree that personal data submitted with an entry, including without limitation name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Sponsor and its affiliates for the purposes of conducting and administering the Challenge. Sponsor may also use your personal information to send you updates and promotional materials from

time to time. The information collected is subject to Sponsor's privacy policy located at <https://community.theta360.guide/privacy>. By participating in the Challenge, you agree to Sponsor's privacy policy, as it may apply to the collection and use of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which Sponsor, its parent, subsidiaries, affiliates, or service providers maintain facilities and the use and disclosure of information about you as described in Sponsor's Privacy Policy.

**Publicity.** Entrant agrees to give his/her express consent for Sponsor to use and reproduce Entrant's name, likeness and/or image without additional compensation in any medium (including, without limitation, in print, via television, via the internet, via email or in any other media now known or hereafter devised) for advertising and promotional purposes worldwide in perpetuity without compensation or notification to or permission from the Entrant of any kind, except as prohibited by law.

**Disclaimer and Limitation of Liability.** Sponsor shall not be responsible (to the extent it can limit or exclude its liability under applicable law) for any circumstances beyond its control, including any act or default by a third party supplier (such as the actions of any Hosts or cancellations, delays, diversions or substitution or any other acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any related services or accommodations), any postponement or cancellation of the Competition, or failure by any Entrant to take advantage of a prize due to health or any other reason.

THE COMPETITION MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. THIS MEANS THAT THE SPONSOR IS UNABLE TO PROMISE THAT YOUR USE OF THE COMPETITION MATERIALS WILL BE UNINTERRUPTED, WITHOUT DELAYS, ERROR-FREE OR MEET YOUR EXPECTATIONS AND THE SPONSOR DOES NOT GIVE ANY COMMITMENT RELATING TO THE PERFORMANCE OR AVAILABILITY OF THE COMPETITION MATERIALS AND, TO THE EXTENT THE SPONSOR IS ABLE TO DO SO, THE SPONSOR EXCLUDES ANY COMMITMENTS THAT MAY BE IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, title, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT OF A CLAIM ARISING OUT OF YOUR PARTICIPATION IN THE COMPETITION OR THIS AGREEMENT, OUR responsibility TO YOU WILL NEVER BE MORE THAN \$10. IN EVERY CASE WE WILL NEVER BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

EACH PROVISION OF THIS AGREEMENT AND THE COMPETITION RULES THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE TERMS OFFERED BY SPONSOR TO PARTICIPANT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE

PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS AGREEMENT AND THE COMPETITION RULES WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT OR THE COMPETITION RULES.

Nothing in these Official Rules excludes or limits the Sponsor's liability to you for matters that it would be unlawful for the Sponsor to exclude or limit its liability, including death or personal injury caused by the Sponsor's negligence, or loss caused by a false statement where the statement is made fraudulently.

**Warranty and Indemnity.** You warrant that your Entry is your own original work and, as such, you are the sole and exclusive owner and rights holder of the submitted Entry and that you have the right to submit the Entry in the Competition and grant the Sponsor all the rights described in these Official Rules. To the maximum extent permitted by law, you will be responsible for (and you agree to defend, indemnify and hold harmless Sponsor, its affiliates and the Competition Entities from and against) any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from: (i) any Entry, algorithm, or other material uploaded or otherwise provided by you that defames any person or infringes another person's rights, including any copyright, trademark, trade secret, trade dress, patent or other intellectual property right, or any rights of publicity or privacy; (ii) any misrepresentation made by you in connection with the Competition; (iii) any non-compliance and breach by you of these Rules and the representations and warranties set forth herein; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to your involvement with the Competition; (v) your acceptance, possession, misuse or use of any prize or participation in any Competition-related activity or participation in the Competition, including but not limited to statutory and common law claims for misappropriation or right of publicity; (vi) any malfunction or other problem with the Competition web site caused by your Entry or participation in the Competition; or (vii) any error caused by you in the collection, processing, or retention of any Entry or voting information in relation to the Entry and your participation in the Competition.

**Arbitration.** Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Sponsor and limits the manner in which you can seek relief from Sponsor. Except for (i) small claims disputes in which you or Sponsor seek to bring an individual action in small claims court located in the county of your billing address, (ii) disputes in which you or Sponsor seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, or (iii) where, under the law of the country you are resident in, we are unable to limit or exclude your right to seek relief from the Sponsor in the courts of that country, you and Sponsor waive your rights to a jury trial and to have any dispute arising out of or related to this Agreement or the Competition resolved in court. Instead, all disputes arising out of or relating to this Agreement or the

You and Sponsor agree that any dispute arising out of or related to this Agreement or the Competition is personal to you and Sponsor and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COMPETITION MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND SPONSOR WILL NOT HAVE THE RIGHT

TO ASSERT THE CLAIM, EXCEPT WHERE APPLICABLE LAW DOES NOT ALLOW YOU AND SPONSOR TO LIMIT THE TIME FOR FILING CLAIMS IN THIS WAY.

**Governing Law.** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of California and the United States, respectively, sitting in San Francisco, California, except to the extent prohibited by applicable local law. This does not affect any rights you may have under the law of the country in which you are resident, including your right to have a dispute in relation to the Competition or these Official Rules heard in the courts of that country solely to the extent required under such applicable local laws.

**Winners List.** For a list of winners, mail a self-addressed, stamped envelope to: 3810 Divisadero St. #3, San Francisco, CA 94123 USA. Requests must be received by August 31, 2019.





