

AFFIDAVIT OF ELIGIBILITY AND RELEASE – TEAM REPRESENTATIVE

I, _____, being duly sworn, depose and say: I am ____ years of age. I reside at _____ . My phone number is _____.

I am submitting this Affidavit to Devpost, Inc. (formerly ChallengePost, Inc.) and Amazon (the “Sponsor”) with the understanding that it will be relied upon to determine whether my team, my company or organization, and or I (the “Contestant”) is entitled to receive the First Certified Skills Published Award for which the submission, _____ (the “Submission”) has been selected in Amazon Alexa Skills Challenge (the “Challenge”).

As stated, I understand that the prize to be awarded is a \$ \$100 gift card or equivalent (subject to the terms and conditions in the Official Rules) (collectively, the “Prize”). Approximate retail value of the Prize is \$ 100.

I hereby agree that the Prize will not be awarded until I return this Affidavit and all Team Members (if applicable) have also completed and returned their Affidavit.

Check only one box below:

☐ I entered the Challenge as an individual. I certify that I am was least the legal age of majority, at the time of entry, in my respective country, province or state of legal residence and am eligible to enter this competition under United States law and other applicable jurisdictional legal requirements for participation. I also certify that I am not a resident of Brazil, Mexico, Quebec, Cuba, Iran, Syria, North Korea, Sudan, or an entity restricted by United States export controls and sanctions. The Submission is my original work, is solely owned by me, and no other entity or individual has any rights or interest in the Submission.

☐ I entered the Challenge on behalf of a team. The other members of my team include: _____. I certify that each of my team members, including myself, was least the legal age of majority, at the time of entry, in our respective countries, provinces or states of legal residence and are eligible to enter this competition under United States law and other applicable jurisdictional legal requirements for participation. I also certify that none of my team members, including myself, are residents of Brazil, Mexico, Quebec, Cuba, Iran, Syria, North Korea, Sudan, or an entity restricted by United States export controls and sanctions. I hereby agree that I am accepting the prize on behalf of the team (the “Team Representative”). I hereby further agree that as the Team Representative I will ensure the Prize gets properly split and allocated amongst all members of the team.

☐ I entered the Challenge on behalf of an organization. The organization on behalf of which I entered is a corporation, not-for-profit corporation or other nonprofit organization, limited liability company, partnership, or other legal entity that at the time of entry was incorporated in and maintained a primary place of business in the United States of America or any other country eligible for this competition per United States law (the “Organization”). (Businesses who are incorporated and maintain a primary place of business in the following countries are not eligible for a prize: Brazil, Mexico, Quebec, Cuba, Iran, Syria, North Korea, Sudan, or an entity restricted by United States export controls and sanctions.)

I understand and agree that the Prize will be issued directly to _____ (Organization name). I am employed by or am an officer of the Organization and I certify that I am duly authorized to sign this affidavit on behalf of the Organization. My title is _____. The Organization is located at _____ (Organization’s address). The Organization’s Employer Identification Number (“EIN”), or foreign equivalent, is _____.

I represent that I have fully complied with all of the Official Rules of the Challenge. I have committed no fraud or deception in any element of the challenge including, but not limited to, entering the Challenge, in the voting portion of the challenge, or in claiming the Prize. I specifically represent that the Submission made in the Challenge was original, the work of my team, Organization, or me, and did not violate the Intellectual Property or privacy rights of other parties.

I further represent that as of the date I entered this Challenge and date of this Affidavit, I was an eligible entrant of the Challenge.

As provided in the Official Rules of the Challenge, I hereby agree to be responsible for reporting and paying all applicable taxes in my jurisdiction of residence (federal, state/provincial/territorial and local). I understand that it is the sole responsibility of Prize winners of US\$600 or more to provide certain information to facilitate receipt of the award, including completing and submitting any tax forms when necessary and any applicable withholding and reporting requirements. I understand that I am also responsible for complying with foreign exchange and banking regulations in my jurisdiction and reporting the receipt of the Prize to relevant Government departments/agencies, if necessary. I understand that if I am not a resident or domiciled (for Organizations) in the United States, that under United States tax laws, US withholding tax may apply to Prizes awarded. I understand that the Sponsor and Administrator reserve the right to withhold a portion of the prize amount to comply with the tax laws of the United States or those of a my jurisdiction.

I hereby grant to the Sponsors and their agents and assigns, without limitation, the right to use my name and likeness for purposes of advertising, publicity and trade without further compensation.

If any statement made by me in this Affidavit is false or incorrect, then, in addition to any other remedies that may be taken against me, I agree to immediately return the Prize to the Sponsors.

As a condition of acceptance of the Prize, I hereby release, waive, discharge, absolve, agree to hold harmless and covenant not to sue the Sponsors, Devpost, Inc., and their respective parents, subsidiaries, affiliates, suppliers, accounts, distributors, marketing agencies, promotional agencies, advertising agencies, successors, assigns and their respective directors, officers, employees, agents and representatives, from and for any and all actions, suits, claims and demands of any kind whatsoever (whether in law or equity), which I, my heirs, executors, administrators and assigns, had, now have or hereafter may have, by reason of any matter connected in any way with the Challenge, including but not limited to the awarding of the Prize, any loss or damage to the Prize, any actions for personal injury, death or loss or damage to property in connection with the receipt and use of the Prize or while preparing for, participating in, and/or traveling to any prize-related activity, or any claims based on publicity rights, defamation, invasion of privacy or merchandise delivery.

Date

Signature