Flutter Clock Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. CONTEST IS OPEN TO RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND WORLDWIDE, EXCEPT FOR MEXICO, ITALY, BRAZIL, QUEBEC, CRIMEA, CUBA, IRAN, SYRIA, NORTH KOREA, AND SUDAN.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

Flutter Clock (the "Contest") is a skill contest offered by Google, including participation by the Flutter and Google Assistant teams and Lenovo team, and aims to advance the UI ecosystem for smart displays such as Lenovo Smart Clocks. The Contest challenges you to build a clock face application that is beautiful and innovative with Flutter (https://flutter.dev). Submissions will be evaluated by judges, who will choose the winning entries in accordance with these Official Rules. Prizes will be awarded to participants whose submissions are evaluated as having the highest scores for the judging criteria. See below for the complete details.

- **1. BINDING AGREEMENT**: In order to enter the Contest, you ("you," "participant" or "entrant") must agree to these Official Rules ("Rules"). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Google with respect to the Contest.
- 2. ELIGIBILITY: To be eligible to enter the Contest, you must be: (1) above the age of majority in the country, state, province or jurisdiction of residence (or at least twenty years old in Taiwan) at the time of entry; (2) not a resident of Mexico, Italy, Brazil, Quebec, Crimea, Cuba, Iran, Syria, North Korea, or Sudan; (3) not a person or entity under U.S. export controls or sanctions; and (4) have access to the Internet as of November 18th, 2019. Contest is void in Mexico, Italy, Brazil, Quebec, Crimea, Cuba, Iran, Syria, North Korea, Sudan, and where prohibited by law. Employees, interns, contractors, and official office-holders of Google LLC, Lenovo Group Limited ("Lenovo"), and their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

If you are entering as part of a company or on behalf of your employer, these rules are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a prize. You further warrant that your actions do not violate your employer's or company's policies and procedures.

3. SPONSOR: The Contest is sponsored by Google LLC ("Google" or "Sponsor"), a Delaware corporation with principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, USA. Lenovo is a limited co-sponsor, and will assist with the fulfillment of certain prizes.

- **4. CONTEST PERIOD**: The Contest begins at 12:00:00 A.M. Pacific Time (PT) Zone in the United States on November 18th, 2019 and ends at 11:59:59 P.M. PT on January 20th, 2020 ("Contest Period"). ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.
- **5. HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest website located at http://flutter.dev/clock ("Contest Site") during the Contest Period and follow the instructions for developing a clock face application that **challenges you to build something beautiful and innovative with Flutter (http://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (https://flutter.dev) that works on the Lenovo Smart Clock (<a**
- **6. REQUIREMENTS.** Follow the instructions and requirements at http://flutter.dev/clock, and the following requirements:

A. Code Design

- Your Submission must utilize Flutter (http://flutter.dev).
- Your Submission must be written in the Dart (https://dart.dev/) programming language (e.g., in a filename ending in .dart).
- Your Submission may use and build upon any of the sample code provided here:
 https://github.com/flutter/flutter_clock. This repository includes code for sample analog and digital clocks.
- ClockModel and WeatherModel APIs are provided to you via the above-referenced repository. Using these are optional. They provide system information such as the brightness mode, weather, and clock format. You can import your own clock into the provided ClockSelector to see how it behaves under different conditions.
- Do not include built-in alarms or timers in your Submission.

B. UI Design

- In your Submission, the clock should use landscape layout, with 5:3 aspect ratio.
- Do not include user interactions (such as tapping, dragging) in your Submission.
- Do not include audio (e.g., autoplaying audio) in your Submission.
- Material Design icons (https://material.io/resources/icons/) are allowed in your Submission.

C. Data

- Your Submission should not make any network requests. All the resources and assets must be included offline in your Submission.
- Do not include collection of any data (including personal data) in violation of applicable laws (including privacy laws) in your Submission.
- Do not include copyrighted, trademarked, or other confidential or proprietary content without permission in your Submission. (For example, do not include any company's logos, slogans, or other branding without permission.)

D. Submitting

• You may only submit one (1) Submission per person/entry.

- Your Submission must be formatted with the Dart (https://dart.dev/) formatter and compile successfully when you submit.
- Your Submission's code must be licensed under an appropriate open source license (for code, BSD aka University of California license, MIT license or Apache 2.0 license are recommended; for assets, CC BY 4.0 license or Apache 2.0 license are recommended; for fonts, OFL license is recommended).
- Before the end of the Contest Period at 11:59:59 P.M. PT on January 20th, 2020, your Submission must be submitted via this <u>Google Form</u>
 (https://docs.google.com/forms/d/e/1FAIpQLSeWVdnocPZFH-xafvHddPY0o1SZj8EW4E5v VvJp1VfW5Ed1YQ/viewform) as a ZIP file containing all executable content needed to run the code on a target Android or iOS device.
- Before 11:59 P.M. PT on February 5th, 2020, your Submission must be made public by being hosted on GitHub (https://github.com/) under an appropriate open source license (for code, BSD aka University of California license, MIT license or Apache 2.0 license are recommended; for assets, CC BY 4.0 license or Apache 2.0 license are recommended; for fonts, OFL license is recommended). Your Submission can remain private during the Contest Period.

Written parts of Submissions must be in English to be eligible. The Submission must, at a minimum, support English language evaluation.

During the Contest Period, Sponsor, its agents and/or the Judges (defined below) will be evaluating each Submission to ensure that it meets the Requirements. Sponsor reserves the right, in its sole discretion, to disqualify any entrant who submits a Submission that does not meet the Requirements.

- **7. JUDGING**: Each Submission will be judged by a panel of experts who are employees of Google and/or individuals from the Flutter open source community that are experienced developers and designers ("Judges"). On or about 01/20/20, a first round of judging will involve each Judge evaluating an equal portion of all Submissions received during the Contest Period, with each Judge evaluating each such Submission based on all of the following criteria. Each Submission will be rated by a respective Judge on a scale of 0 to 10 against the following rubric:
 - Visual beauty
 - Code quality
 - Novelty of idea
 - Overall execution (including accessibility)

After the first round of judging, the top percentage of Submissions scored by each Judge (depending upon the total number of Submissions) as needed to reach a total of up to 30 Submission finalists (with a minimum of 5 Submission finalists) will be reviewed in a final round of judging, wherein all Judges will review all 5 to 30 Submission finalists to identify the winning Submissions (of which there will be at least 5 and at most 30). Judges will evaluate and attribute a score to each Submission made up of scores based upon the above-listed criteria. The 5 to 30 Submissions that receive the highest overall scores will be selected as the potential winners. In the event of a tie, the Submission that received the higher score from the Judges in the category of "overall execution" will be selected as one of the potential winners. In the event that a potential winner is disqualified for any reason, the Submission that received the next highest total score will be chosen as the potential winner.

On or about 02/10/2020, the potential winners will be selected and notified by email, at Sponsor's discretion. If a potential winner does not respond to the notification attempt within 3 calendar days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging criteria described herein. With respect to notification by telephone, such notification will be deemed given when the potential winner engages in a live conversation with Sponsor or when a message is left on the potential winner's voicemail service or answering machine by Sponsor, whichever occurs first. Except where prohibited by law, each potential winner may be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential winners must return all such required documents within 4 days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner will be selected based on the judging criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

In the event that no entries are received, no prizes will be awarded. Determinations of Judges are final and binding.

8. PRIZES:

- Quantity 1 Loaded Apple iMac Pro valued at approximately USD \$10,000 (detailed specifications may vary based on availability and applicable law in the potential winner's country of residence)
 - o 3.2GHz 8-core Intel Xeon W processor
 - o Turbo Boost up to 4.2GHz
 - o 32GB 2666MHz ECC memory
 - 1TB SSD storage1
 - Radeon Pro Vega 56 with 8GB HBM2 memory
 - 10Gb Ethernet
 - Four Thunderbolt 3 ports
 - o 27-inch Retina 5K 5120-by-2880 P3 display
- Quantity 4 10" Lenovo Smart Display with Google Assistant valued at approximately USD \$249.00 each (based on availability and applicable law in the potential winner's country of residence)
- Quantity up to 25 Lenovo Smart Clock with Google Assistant valued at approximately USD \$79.00 each (based on availability and applicable law in the potential winner's country of residence)

Odds of winning any prize depends on the number of eligible entries received during the Contest Period and the skill of the entrants. The prizes will be awarded within approximately 8 weeks of receipt by Sponsor of final prize acceptance documents. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. 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, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and ARV will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. Contest Entities have not made and Contest Entities are not responsible in any manner for any warranties,

representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.

- 9. TAXES: PAYMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL, PROVINCIAL AND FOREIGN TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES GOOGLE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The potential winner is responsible for ensuring that (s)he complies with all applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Google may, in its sole discretion, select an alternative potential winner.
- **10. GENERAL CONDITIONS**: All federal, state, provincial and local laws and regulations apply. Google reserves the right to disqualify any entrant from the Contest if, in Google's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Google, or the Judges.
- 11. INTELLECTUAL PROPERTY RIGHTS: By submitting a Submission in this Contest, the entrant warrants and represents that the Submission, including the programming and related material, is open source and is released subject to an appropriate open source license (for code, BSD aka University of California license, MIT license or Apache 2.0 license are recommended; for assets, CC BY 4.0 license or Apache 2.0 license are recommended; for fonts, OFL license is recommended), and not subject to the proprietary rights of any person or entity. If subjecting the Submission to an appropriate open source license fails for any reason, then the entrant warrants and represents that (s)he owns all of the intellectual and industrial property rights in and to the Submission. Further, the entrant agrees that if any portion of the Submission should be deemed to be owned by the entrant that (s)he will, as a condition of entry, grant Google a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, any entry or Submission that Participant submits solely for the purposes of allowing Google to: (a) test and evaluate the Submission for purposes of the Contest; (b) design, develop and commercially launch a clock face application for the Lenovo Smart Clock inspired by the Submission; and (c) advertise, display, demonstrate, or otherwise promote the Submission and any such clock face application. Participant specifically agrees that Google shall have the right to use, reproduce, publicly perform, and publicly display the Submission in connection with the advertising and promotion of the Contest (and future similar contests) and any such clock face application, via communication to the public or other groups, including, but not limited to the right to make screenshots, animations and video clips available for promotional purposes.
- **12. PRIVACY**: Participant acknowledges and agrees that Google may collect, store, share and otherwise use personally identifiable information provided during the registration process and the contest, including, but not limited to, name, mailing address, phone number, and email address. Google will use this information in accordance with its Privacy Policy (https://policies.google.com/privacy), including for

administering the contest and verifying Participant's identity, postal address and telephone number in the event a Submission qualifies for a prize.

Participant's information may also be transferred to countries outside the country of Participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of Participant's residence.

Participant acknowledges and agrees that Participant's data may be shared with Lenovo. The use of the data by Lenovo is subject to Lenovo's privacy policies (https://www.lenovo.com/us/en/privacy/).

If a participant does not provide the mandatory data required at registration, Google reserves the right to disqualify the Submission.

Participant has the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at this email address: **flutter-clock@google.com**.

- **13. PUBLICITY.** By accepting a prize, entrant agrees to Sponsor's and its agencies' use of his or her name and/or likeness and Submission for advertising and promotional purposes without additional compensation, unless prohibited by law.
- 14. WARRANTY, INDEMNITY AND RELEASE: Entrant warrants that their Submission is their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Submission and that they have the right to submit the Submission in the Contest and grant all required licenses. Each entrant agrees not to submit any Submission that: (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; (2) otherwise violates applicable state or federal law; (3) is derogatory, offensive, threatening, defamatory, disparaging, libellous or contains any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the contest; (4) contains any content, material or element that displays any third party advertising, slogan, logo, trademark, or representation of characters indicating an unauthorized sponsorship or endorsement by a third party or commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion; (5) contains, incorporates or otherwise uses any content, material or element that is owned by a third party or entity; (6) is the subject of any actual or threatened litigation or claim; or (7) includes any disparaging remarks relating to the Sponsor or a third party.

To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest 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: (a) any Submission or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual

property right of any person or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

Entrant releases Google from any liability associated with: (a) any malfunction or other problem with the Contest Site; (b) any error in the collection, processing, or retention of Submission information; or (c) any typographical or other error in the printing, offering or announcement of any prize or winners.

- **15. ELIMINATION**: Any false information provided within the context of the Contest by any entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.
- **16. INTERNET**: Contest Entities are not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submission due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.
- 17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Google further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.
- **18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT**: Under no circumstances shall the submission of a Submission into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Google, or the Contest Entities. You acknowledge that you have submitted your Submission voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Contest Entities and that no such relationship is established by your submission of a Submission under these Rules.

- 19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: 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. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights.
- **20. ARBITRATION**: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.
- **21. WINNER'S LIST**: You may request a list of winners after 4/1/20 but before 10/1/20 by sending a self addressed stamped envelope to:

Flutter Team
Google LLC
1600 Amphitheater Parkway Mountain View, CA 94043 USA

(Residents of Vermont need not supply postage).