



# AOL Video Mashup Competition

## Terms and Conditions and Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN, VOID WHERE PROHIBITED.**

**Registration and participation by developers in a TopCoder Mashup Contest (the “Contest”) constitutes agreement of these terms and conditions (“Rules” or “Terms and Conditions”) between you and TopCoder, Inc. (“TopCoder”).**

**1. GENERAL:** This skill-based Contest is designed to encourage the development and use of technologies and provides an opportunity for members of the TopCoder Community to create a description of an original application utilizing the specified technology. TopCoder, Inc. and Contest sponsors invite participants and participants agree to submit entries for prizes to be awarded by the Contest judging team in accordance with these Terms and Conditions. Each Contest may have a Contest corporate participant (“**Corporate Participant**”), which will be identified in the contest description information.

The Contest is designed to encourage the development and use of the specified technologies. Participation in the Contest is limited to registered members of the TopCoder Community

The Contest is not open to non-members or to the general public. Those wishing to learn more about the TopCoder Community can find more information at: <http://studio.topcoder.com>.

TopCoder and the contest sponsors reserve the right to limit participation of any person in the Contest, amend or interpret the Terms and Conditions or official communications governing this competition or cancel the competition for any reason with prior notice. Notices for any such amendment, interpretation or cancellation will be deemed to have been given by posting on the TopCoder website and by virtue of an entrant’s continuing participation in the Contest. A participant may terminate participation in the Contest upon written notice to TopCoder. All participants represent that entries are their own, original work. An entry may be disqualified if TopCoder or the **Corporate Participant** believes in their sole discretion that an entry does not comply with these Terms and Conditions or infringes or violates the rights of any third party or is in violation of any relevant law or regulation.

Submission of an entry constitutes permission for TopCoder and the **Corporate Participant** to use a winner’s name, address, likeness and general information about their winning solution for promotional and advertising purposes without further permission or compensation. All participants who submit entries as part of this Contest agree to grant TopCoder a perpetual, irrevocable, royalty-free license to display the submissions on TopCoder’s or the **Corporate Participant**’s websites. TopCoder will not gain ownership of this material.

By participating in the Contest and redeeming a prize if selected as a winner, each contestant acknowledges and agrees that if his or her submission is selected as the winner, the contestant will receive a monetary award. As consideration for participating in the Contest and the grant of a monetary award, if any, the contestant agrees to irrevocably and unconditionally transfer and assign to TopCoder (or to the **Corporate Participant** at TopCoder’s sole discretion) any and all proprietary and intellectual property rights in designs, code, ideas, graphics, algorithms,



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inventions, technology, information, or work of authorship submitted, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in TopCoder the ownership rights granted hereunder. The contestant acknowledges and agrees that TopCoder or the **Corporate Participant** may, but is not obligated to, develop an application derived from or based on the Contest submission. The Contestant waives any right to inspect or approve TopCoder or the **Corporate Participant**'s use or modification of the submission, as well as any obligation to provide payment or compensation, attribution or accounting to the contestant. TopCoder and its sponsors are not responsible for software, hardware, computer online system or computer equipment failures, transmission errors, traffic congestion on the internet or any network or other technical problems of any kind, human errors or failure to receive an entry or entry information. If for any reason an entry cannot be viewed or is not capable of running, including infection by computer viruses, bugs, tampering, unauthorized intervention or human error, the **Corporate Participant** and TopCoder assume no responsibility.

By participating in the Contest, a participant acknowledges and agrees that it is possible that others, including the **Corporate Participant**, may develop applications that are similar in function, appearance, action, name, character, or in other ways appear to resemble the application submitted, and that such duplication or similarity between your application and any other's shall in no way entitle you to any compensation from TopCoder, the **Corporate Participant**, or any third party.

### 2. ELIGIBILITY

Each participant must be a TopCoder Studio member, at least 18 years of age, meeting all of the membership requirements. In addition, if the participant resides in the United States, he or she must be one of:

- A US Citizen
- A Lawful Permanent Resident of the US; or
- A temporary resident, asylee, refugee of the U.S., or have a lawfully issued work authorization card permitting unrestricted employment in the U.S.

If the participant does not reside in the United States, the participant must not participate in the Contest.

Employees of TopCoder, their affiliated companies, any **Corporate Participant**, advertising and promotion agencies and immediate family members of each are not eligible. All federal, state and local laws and regulations apply. Void where prohibited.

### 3. HOW TO ENTER:

3.1 To participate, you must:

1. Be a TopCoder Community member by registering at <http://studio.topcoder.com>
2. Have created your contest entry yourself.
3. Develop an idea for an application that uses the specified technologies.
4. You can enter as many ideas for applications as you can, however enter each idea only once. Multiple entries for the same idea will not be considered.
5. Submit your idea in English.



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6. Submit your entry no later than the stated Contest End Date. Entries which are incomplete, not legible, misappropriated, misdirected or received later than the closing time will be disqualified and the sponsor and TopCoder will have no responsibility for such entries.

### 3.2 The **Corporate Participant** and TopCoder cannot accept any entries that contain:

- Adult content
- Hateful messages
- Any other inappropriate content

### 3.3 How to participate

1. Read the Contest specification document at <http://studio.topcoder.com/?module=ViewActiveContests>
2. Develop your idea for a new application.
3. Submit your idea for an application and enter the Contest using the functionality at <http://studio.topcoder.com/?module=ViewActiveContests>.
4. TopCoder will review each entry and if it meets Contest requirements, will inform entrants of acceptance of the entry via e-mail.
5. Winners will be selected based on the judging criteria below. The winning entries will be announced on the date state in the specification document for each contest.

## 4. JUDGING CRITERIA:

4.1 Submissions will be judged by the Contest judging team. Submissions will be evaluated utilizing these criteria:

- Creativity  
Show us your unique style
- Ability to be shared  
Your idea needs to be something that can be shared by users online
- Ease of use  
Easy to understand and navigate the function
- Market Potential  
Commercial viability of the idea



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The judges will have the sole authority and discretion to select the awards recipients. The decision by TopCoder concerning any disputes, the Rules and any other matter concerning the Contest will be final without further correspondence or discussion. Decisions of the judges are final and binding.

**5. SELECTION OF WINNER(S):** TopCoder and/or **Corporate Participant** will select the name(s) of a/the potential Grand Prize Winner/First Place Winner/Second Place Winner from among all eligible entries received during the Entry Period. Their decision is final and binding.

### **6. PRIZE(S)**

6.1 Winners of this competition will be contacted via e-mail. Return of any prize notification as undeliverable or failure to reply within the stated time in the email may result in disqualification and selection of an alternate winner.

6.2 Participants will have the opportunity to win cash prizes paid in US Dollars as outlined within the Contest specifications.

6.3 All entries are subject to verification and conformance to the Contest judging criteria and the Contest Rules.

### **7. DISCLAIMER**

By participating in the contest and/or acceptance of a prize, participants acknowledge and agree that the sponsor and TopCoder, their affiliates, directors, employees and agents shall not be liable for, and will be held harmless by and against any liability for any damage, injury or loss to person or property due in whole or in part, directly or indirectly to acceptance, possession or use or misuse of a contest entry, contest prize, participation in any contest related activity, or other rights granted herein or participation in this contest.

Some states do not allow the limitation of liability or exclusion of liability for incidental or consequential damages; there the above limitations may not apply.

### **8. LICENSE RIGHTS/COPYRIGHT NOTICE:**

Participation in the Contest constitutes a license by participants to the **Corporate Participant** and TopCoder to evaluate and judge the Contest submissions and does not confer any license or rights in the intellectual property of the **Corporate Participant** or TopCoder. Participants agree to be bound by all applicable terms and conditions governing access to **Corporate Participant** or third party services. All technologies and Contest related functionality, media and promotional materials are the intellectual property of either the **Corporate Participant** or TopCoder and are protected by applicable copyright, trademark, patent and related proprietary laws.

### **9. WARRANTY AND INDEMNIFICATION:**

Participants must not cheat, and must submit their own, original work. Participants warrant to TopCoder and **Corporate Participant** that their entry is original, that they are the creator and owner of the submitted entry, that they have the unencumbered right to submit the entry, that the entry does not infringe any proprietary, intellectual property, personal rights or other third party rights including copyright, trademark, patent, trade secret or confidentiality obligation and is in compliance with applicable law. To the maximum extent permitted by law, each participant agrees to indemnify and hold the sponsor and TopCoder, their subsidiaries, affiliates, and their



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employees, agents and directors harmless from any third party claim arising from the act, default or omission of the participant pertaining to the Contest and breach of any warranty set forth herein.

### **10. TAXES/EXPENSES:**

Any and all taxes, costs, and expenses associated with the receipt of or use of any prize, including duties (where applicable) are the sole responsibility of the Contest winners.

### **11. MISCELLANEOUS**

Participation in this contest is void where prohibited by law. If any provision of these Rules is held to be invalid or unenforceable, all remaining provisions will remain in full force and effect. This Contest is subject to and governed by the laws of the United States and the State of Connecticut. Participants agree that in no event shall they have the right to enjoin or prevent the production, distribution, exhibition, use, advertising or promotion of the submission, **Corporate Participant** technology or related and or derivative applications or products. TopCoder reserves the right, in its sole discretion, to revoke any and all privileges associated with competing in the contest.

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