

**BROTHER INTERNATIONAL CORPORATION
MOBILE APP HACKATHON CONTEST**

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE ENTRANT'S CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **THIS IS A SKILL-BASED CONTEST.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH CREATE A BINDING CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **DESCRIPTION OF THE CONTEST:** The BROTHER MOBILE APP HACKATHON (the "Contest") is designed to encourage programmers to submit software apps that integrate with a Brother QL Label Printer, a PocketJet 7 printer, a RuggedJet 2 printer/labeler, or a TD-2000 printer/labeler ("Brother Printers"). Each person or team will need to build an application that utilizes a Brother Printer to print labels, receipts or full page outputs (invoices, logs, contracts, etc.) as part of the application. Judged by key influencers within the industry, the Contest seeks to identify talented programmers from across the U.S. The prizes will be awarded to the best entries submitted. Winning submissions will be as determined by the Judges (defined below) in accordance with the Judging Criteria below and these Official Rules and are subject to verification.

2. **ELIGIBILITY:** This Contest is open only to legal residents and physically located in one (1) of the fifty (50) United States or District of Columbia and who are at least eighteen (18) years old at time of entry (except Alabama and Nebraska residents must be at least nineteen (19) years old at time entry and Mississippi residents must be at least twenty-one (21) years old at time of entry). Persons who are any of the following are not eligible to participate or win the prize offered: (a) employees, officers, or directors of BROTHER, its parent company and affiliate and subsidiary companies, participating advertising and promotion agencies; and (b) immediate family members (defined as parents, children, siblings and spouse, regardless of where they reside) and/or those living in the same household (defined as those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not) as any person in (a) above.

Limit one (1) entry per person or team. Entries may be submitted by an individual or a team composing of multiple individuals. Each individual member of the team must meet the eligibility requirements set forth herein. The term "Entrant" as used in these Official Rules refers to an individual Entrant, each eligible individual on the team and/or the team that submits an entry. One (1) person can enter only once in the Contest, whether as an individual or as part of a team. If an entry is submitted by a team, the team must designate one individual member of the team as the Team leader. The Team leader shall be responsible for submitting the entry on behalf of the team, designating all members of the team with the entry submission and corresponding with the Sponsor when applicable. If one (1) team member fails the eligibility requirements, then the team's submission will be disqualified. In the event one (1) team member is ruled ineligible, the remaining eligible team member(s) may re-enter the Contest using a new

and different submission provided the Entry Period is still open. Team members may only submit one (1) submission; other submissions submitted by team members in their individual capacity will be disqualified. If, at any time during the Contest, any team member elects to voluntarily end his or her participation in the Contest, the remaining team member(s) may continue on in his or her individual capacity using the team's submission, provided that the remaining team member secures all necessary permissions and rights from the departing team member. Each team member shall be deemed to have jointly and severally made and entered into all of the representations, warranties and agreements contained herein and shall be jointly and severally obligated and bound thereby. Except as otherwise expressly set forth herein, all of the Sponsor's rights pursuant to these Official Rules relate to and are exercisable against each team member. In the event a dispute between team members cannot be sufficiently resolved, Sponsor may disqualify the team in its sole discretion. In the event of a dispute where a given submission is deemed to have been submitted by two (2) or more separate Entrants or teams, without limiting Sponsor's rights and remedies, the Entrant or team that first submitted the submission will be deemed the proper Entrant for this Contest. In the event of any dispute regarding the identity of an Entrant, the relevant submission will be deemed submitted by the email account holder used to enter the Contest. Void where prohibited by law.

3. **HOW TO ENTER:** To enter this contest, first visit the **BROTHER MOBILE APP HACKATHON** website at www.BrotherHackathon.com ("Event Website"), register and attend an **BROTHER MOBILE APP HACKATHON** event (each an "Event") taking place on the dates provided on the Event Website. The Event Website will contain all details around the Entry Period ("Entry Period") and the dates of the Events. Entry application must include full and accurate contact information for Entrant (including all members of team if entering as a team) Each entry must comply with the Submission Guidelines (defined below) and any rules set forth on the Website.

A submission may, in Sponsor's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Website and in these Official Rules. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the Entrant. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

4. **Timing:**

Entry Phase: January 15, 2019 at 9:00 a.m. EST to April 25, 2019 at 11:59 p.m. EST

Judging Phase: April 27, 2019.

5. **SUBMISSION GUIDELINES:** In addition to the provisions set forth herein, each entry must also comply with the following guidelines or will be subject to disqualification ("Submission Guidelines"):

- a. Create a mobile application that is sustainable on a tablet or smartphone device.
- b. Create a business plan for the application.
- c. Present to the judges why your application would be successful.
- d. A portion of the coding must be done onsite at the Hackathon.

- e. In addition to the requirements set forth above, each entry must comply with the following:
1. The entry must be the Entrant's original work and created solely by the Entrant. Further, the entry must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any third party person or entity.
 2. The entry must not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise inappropriate or objectionable, as determined by the Judges and/or Sponsor in their sole and absolute discretion.
 3. The entry must not contain any personally identifiable information of any person other than the Entrant. Should the Entrant include personally identifiable information about him/herself in the entry, Entrant acknowledges and agrees that such information may be disclosed publicly and Entrant is solely responsible for any consequences thereof.
 4. The entry must not contain any commercial content or logos of any entity other than Sponsor.
 5. Entries that are lewd, obscene, pornographic, disparaging of the Sponsor or otherwise contain objectionable material may be disqualified in the Sponsor's sole and unfettered discretion.
 6. Entries cannot and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law. The Judges and/or Sponsor reserve the right to disqualify at any time, any entry that they determine, in their sole and absolute discretion does not meet the requirements of the Official Rules or is inappropriate for any reason. Proof of submission does not constitute proof of receipt.
 7. No third party propriety or licensed source code can be used. The app must be built to comply with being released on the Apple app store or Google Play.
 8. Submissions must comply with these Official Rules and meet all specifications or requirements called for.

The Entrant must have all rights, clearances, permissions, approvals and/or consents necessary for their submission. In the event that an Entrant does not have the appropriate rights, the submission may be disqualified in the Sponsor's sole discretion. In the event of such a disqualification.

6. **JUDGING CRITERIA:** After the conclusion of each Event, all entries will be judged by a panel of industry experts ("Judges") based on the following judging criteria (the "Judging Criteria"), with each Judging Criteria equally weighted:

- a. **IMPACT;** How much impact (quality and quantity) can this project have? Does it solve a big problem or a little problem?
Judging Scale:
0: Problem is non-relevant to Label or mobile printing
1: App solves a relevant problem for business or consumer, but it is hard to implement or scale and the team does not have a clear plan to move the project forward
2: App solves a relevant problem for business or consumer, and it is hard to implement or scale, but the team has a clear plan to move the project forward
3: App has a sustainable life-cycle and it is already working

4 : App has sustainable life-cycle and it is already working, utilizes a well-established open source community supported framework and has multi-platform support

- b. ORIGINALITY; Is the hack more than just another generic social/mobile/local app? Does it do something entirely novel, or take a fresh approach to an old problem? Is the project new and something that hasn't been attempted before? Is it something that isn't being addressed by the market?

Judging Scale:

0: there is already an existing project accomplished the same goal/functionality

1: the new code provides a better/faster/clearer way to attack the problem than the old one

2: the new code makes something work that the old code failed to

3: the new project tackles a problem that has been overlooked/ignored in the past, or attacks a problem with a new angle / on a bigger scale / on a higher level

4: the new project attacks a new problem and provided a good solution

- c. POLISH / DESIGN; Is the hack usable in its current state? Is the user experience smooth? Does everything appear to work? Is it well designed?

Judging Scale:

0: not really intuitive or clear, sloppy

1: usable but it is not intuitive without clear instructions

2: usable and clear

3: very intuitive, flow of app makes sense, clear, easy to use at first glance, professional/fun

- d. PRESENTATION; How well did the team communicate their project? Are they effective in telling the story of the project and why it is important?

Judging Scale:

0: not really intuitive or clear on what the app does

1: usable but it is not intuitive without clear instructions

2: provided a clear statement what the app does, demonstrated the app successfully, Unclear on the value proposition

3: provided a clear statement what the app does, demonstrated the app successfully, clear vision on the value proposition. The presentation was concise and memorable.

Each Entrant and all the entries are subject to validation at any time by Sponsor and/or the Judges, whose decisions are final and binding in all respects. Entrants may be asked to sign additional documentation before being declared official winners.

7. Judging Process

- a. All eligible entries submitted during the Events will be judged by a panel of Judges who will evaluate and vote the eligible entries based on the Judging Criteria.
- b. Entrants may be asked to present their submission application to the Judges. Sponsor reserves the right to conduct the judging procedure in accordance with such schedule as determined by Sponsor in its discretion. Failure to participate accordingly will result in forfeiture of the chance to compete for a prize.
- c. Based on the score the Judges assign to each submission using the Judging Criteria, the teams with the top scores for each will be awarded the prizes. The Sponsor may elect to distribute second and third place prizes at their discretion. All such prizes will be posted on the Event Website prior to the date of the EVENT. In the event of a tie, the winning team will be determined by the judges based on the highest score for originality of idea. The Judges/Sponsor reserve the right to terminate the Contest and not to award any prizes, if in their sole and absolute discretion, they do not receive a sufficient number of eligible or qualified Entries for the Contest. Decisions of Judges are final and

binding.

8. PRIZES AND APPROXIMATE RETAIL VALUE:

Prizes will be announced on the Event Website prior to the date of the Event weekend. Prizes will be distributed onsite after the event OR via email or shipped to the winners.

1. Platinum Award (\$3000)
2. Gold Award (\$1500)
3. Silver Award (\$500)
4. Three – Vertical Awards in (Retail, Healthcare, and Education) (\$500 Amazon Gift Card) Cannot be won if team already wins Platinum, Gold, or Silver Awards

Each member of a winning team, along with all Submissions, is subject to validation by BROTHER and/or the judging organization, whose decisions are final and binding in all respects. Each contestant and each member of a winning team may be required to sign and return, when requested, an affidavit of eligibility and prize/publicity release.

WINNERS MUST BE PRESENT TO ACCEPT PRIZE OR PRIZE MAY BE FORFEITED.

UNLESS OTHERWISE STATED IN THESE OFFICIAL RULES OR THE EVENT WEBSITE, ALL PRIZES OR ANY PRIZE COMPONENTS WILL BE AWARDED TO THE WINNING TEAM AS A WHOLE AND NOT TO EACH INDIVIDUAL MEMBER OF A WINNING TEAM. BROTHER is not responsible for any disputes among team members concerning prize or prize components.

ALL TAXES AND ANY OTHER EXPENSES NOT STATED HEREIN, INCLUDING MEALS, GRATUITIES, TRANSPORTATION AND OTHER INCIDENTALS, ARE THE SOLE RESPONSIBILITY OF WINNERS. No substitutions or transfers of a prize, except in BROTHER's discretion.

Coordination of any and all travel and any other expenses is the responsibility of the Winner Team members. Only the stated number and components of prizes in the Official Rules and Event Website will be awarded. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules and Event Website will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a winner with his/her prize(s), the Sponsor may elect, to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event a winner engage in behavior that (as determined by Sponsor or any prize provider, in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize, including ending a trip (if applicable) or other applicable experience early. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winners will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Unclaimed prize(s) will be forfeited.

9. SUPPORT PERIOD: The Winner agrees to provide continued support for the Application System for 2 years after the application is successfully approved on the Apple and Google Store (the "Support Period"). The Support Period shall refer to any bugs or issues relating to the features specified in, and not to create new functionality for the Application System. This support will be provided to the Company at a negotiated hourly rate between the Company and the Entrant.

10. **INTELLECTUAL PROPERTY RIGHTS IN SUBMISSIONS:** With the exception of the use of any BROTHER materials, the ownership rights to each submission will remain with the Entrants as more fully contemplated below. As a condition of participation in the Contest, Entrant, upon submission of his/her/their submission to the Contest, irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the submission, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to use the application and screen views of the application to promote integrating Brother product, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants or any third party, except for the awarding of the prize to the winner or winners in this Contest. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use the submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsor may request that the Entrant's submission, and any rights therein, be assigned to Sponsor and Entrants may be required to confirm such assignment by completing and submitting the Affidavit and Release (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of submissions and are not obligated to use any submission. Entrants agree that neither Sponsor, nor its agents, shall be responsible for return or preservation of the submissions submitted.

11. **CONDITIONS OF PARTICIPATION:** Sponsor reserves the right to substitute a prize for an item of equal or greater value in the event all or part of a prize becomes unavailable. Prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, or local laws or regulations. Submission of entry into this Contest deems that Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Prize winners may be required to sign and return an Affidavit and Release at any time thereafter (as requested by Sponsor) as a condition to receiving the prize. Failure to comply with this requirement may result in disqualification and potential selection of an alternate winner. If any single team member fails to execute and return the required documentation within Sponsor's stated time period, said individual will be disqualified but the remaining team members who comply will still be eligible for their prize. If entry is submitted by a team and any single team member fails to execute and return the required documentation within this time period, said individual will be disqualified but the remaining team members who comply will still be eligible for their prize. However, if team leader does not provide Sponsor with a signed Affidavit and Release (unless prohibited by law) within the time period, Entrant will be disqualified. Sponsor may document and film the Entrants' participation therein by any means, including by taking photographs, video/film recordings, and/or sound recordings. By participating, each Entrant consents to such activities and grants Sponsor and its agencies permission to use, in perpetuity and by any means, the results of such activities for Sponsor's advertising and promotional purposes without additional compensation, unless prohibited by law. Entrant's participation and services in connection with such activities shall be deemed a work-made-for-hire for BROTHER, as such term is understood in copyright law. Contestants authorize BROTHER to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. To the extent permitted by law, Entrants agree to hold Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives and assigns harmless from

any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any prize won. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. An Entrant may be prohibited from participating in this Contest if, in the Sponsor's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, the Sponsor or associated agencies. If Entrant is a team, and Sponsor determines, in its sole discretion, that any single team member has attempted to undermine the legitimate operation of this Contest, all members of such team may be disqualified, as determined within Sponsor's sole discretion. Due to the unique nature and scope of this Contest, Sponsor reserves the right to alter or modify these Official Rules at any time. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any Entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. The Released Parties (defined below) are not responsible for any changes or unavailability of the social media platform used for purposes of administering this Contest that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform for the Contest as set forth herein that are not acceptable to Sponsor) or ability of Entrant timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Contest.

12. **ELIMINATION:** Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the immediate elimination of the Entrant from the Contest. If Entrant is a team, and any single team member provides such false information, Sponsor reserves the right to disqualify the entire team. Sponsor further reserves the right at any time, including after announcement of winners to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.

13. **GOVERNING LAW/LIMITATION OF LIABILITY/DISPUTE RESOLUTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET

EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

14. **WARRANTY AND INDEMNITY:** Entrants certify that their entry is original and that they have the right to submit the entry in the Contest. Each Entrant agrees not to submit any entry that: (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information; or (3) otherwise violates applicable law. To the maximum extent permitted by law, each Entrant agrees to release, discharge and hold harmless Sponsor, and each of Sponsor's respective directors, officers, employees, agents, successors and assigns ("Released Parties"), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrant's participation in the Contest and/or related to any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, Entrant agrees that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prize(s), including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prize(s) provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. Sponsor is not responsible for the actions of Entrants in connection with the Contest, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Sponsor will or may become liable by reason of or related or incidental to any act, default or omission by an Entrant under these Official Rules including without limitation, resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by an Entrant.

15. **SIMILAR MATERIALS:** Entrants acknowledge that Sponsor engages, has engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, entertainment, artistic and other material (collectively, the "Materials"), including, without limitation, Materials that are similar or identical to the submissions submitted in this Contest. Entrants also acknowledge that other persons, including employees of Sponsor, may previously have originated and may hereafter originate Materials that are similar or identical to the entries. Entrants agree that they will not

be entitled to any compensation because of the use by Sponsor of any such similar or identical material. Without limitation of the foregoing, Sponsor may use, without any payment or other obligation whatsoever to any contestant, any part of the Materials, and any idea or concept contained therein, that:

(a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by Sponsor before or at the time of entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to Sponsor or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by Sponsor or any third party. Entrants agree that Sponsor's development, preparation, production, acquisition, dissemination and/or exploitation of Materials similar or identical to the entries or containing features, ideas, material and/or elements similar to or identical with those contained in entries shall not entitle any Entrant or team to any compensation or other right or remedy. As an inducement to Sponsor to accept each submission for entry into the contest, contestants hereby waive any claim or right of action against Sponsor or its successors in connection with the Sponsor's use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a submission or contain any features, ideas, material and/or elements that are similar or identical to those contained in a submission. Acceptance by Sponsor of a submission is not an admission by Sponsor of the novelty or originality of the submission.

16. **TECHNOLOGY:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems. If for any reason the registration and submission process of 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 this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest. Sponsor further reserves the right to disqualify any individual who tampers with the registration process. Caution: Any attempt by an Entrant to damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent of the law.

17. **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

18. **SPONSOR:** The Sponsor of this Contest is BROTHER 200 Crossing Blvd, Bridgewater, NJ 08807.

19. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the submission for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

20. **DATES & DEADLINES / ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules, the Event Website, or otherwise governing the Contest. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.

21. **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then Entrant agrees to sign the same

upon Sponsor's request therefor.

22. **PRIVACY / INFORMATION SUBMITTED:** As a condition of entering the Contest, Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Contest or on a Contest winner's list. Information submitted in connection with the Contest will be treated in accordance with the Website's Privacy Policy.

23. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit and Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit and Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.