

Google AdMob Referral Program Contest Rules for 2015

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 BRAZIL, BURMA (MYANMAR), CRIMEA, CUBA, IRAN, ITALY, NORTH KOREA, QUEBEC, SUDAN, AND SYRIA.

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

The **AdMob Referral Program Contest** (the "Contest") is a skill contest where participants ("Referrers") must refer a mobile app developer ("Referral"), and its mobile app, to monetize with AdMob. The Referral and its mobile app will be evaluated by the Google AdMob Team, who will choose eligible Referrals and their mobile apps in accordance with these Official Rules. The prizes will be awarded to the Referrals (and their corresponding Referrers) whose mobile apps generate the most revenue from AdMob. See below for the complete details.

1. BINDING AGREEMENT: In order to enter the Contest, you 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 a Referral or mobile app in the Contest constitutes agreement to these Rules. You may not submit a Referral or mobile app 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 at the time of entry; (2) a resident who is physically located in the countries listed [here](#). Note that the Contest is void in Brazil, Burma (Myanmar), Crimea, Cuba, Iran, Italy, North Korea, Quebec, Sudan, Syria, and where prohibited by law; (3) not a person or entity under U.S. export controls or sanctions; (4) Employees, interns, contractors, and official office-holders of Google/AdMob 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 Inc. ("**Google**" or "**Sponsor**"), a Delaware corporation with principal place of business at 1600 Amphitheater Parkway, Mountain View, CA, 94043, USA.

4. CONTEST PERIOD: The Contest begins at 12:00:00 A.M. GMT on **20 April, 2015** and ends at 11:59:59 GMT on **30 June, 2015** ("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 g.co/admobreferral ("Contest Site") during the Contest Period and follow the instructions for submitting a Referral and its mobile app. The Referral and its mobile app that you are submitting to AdMob must meet the "Referral/Mobile App Requirements" described below.

There is no limit on submissions. All submissions must be received by 11:59 p.m. (PT) on **30 June, 2015**. Submissions are void if they are in whole or part incomplete, altered, counterfeit, obtained through fraud, or late. All submissions will be deemed made by the authorized account holder of the email address submitted at the time of submission, and the potential winner may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email address for the domain.

6. REFERRAL/MOBILE APP SUBMISSION REQUIREMENTS. The Referral's mobile app must meet the following criteria:

(a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, 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.

(b) It must comply with the AdSense [Terms of Service](#) and [AdMob Program Policies](#).

(c) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, provincial or local laws and regulations the laws or regulations in any state where the content is created.

(d) It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.

(e) It must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.

(f) It cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.

(g) The Referral:

- Must not have a pre-existing AdMob account;
- Must have an existing app already published in the Google Play and/or in App Store, which should not violate [Google Play Developer Program Policies](#) and [Google AdMob Program Policies](#). If the mobile app violates any of these policies, Google has the right to suspend the AdMob account and to remove the Referrer and the Referral from the Referral Program;
- Must sign up for AdMob and activate an AdMob account (i.e., start showing impressions) within 30 days of the referral date;
- Must have a minimum total of 10,000 AdMob impressions in the 30 days following the AdMob account sign up date; and
- Must be fully compliant with [Google AdMob Program Policies](#) and [Google Play Developer Program Policies](#); in the event of policy non-compliance, Google has the right to blacklist/suspend the AdMob account and disqualify the Referral and its mobile app from the Contest.

7. JUDGING: Each submission will be judged by Google AdMob Team. On or about 13 August, 2015, winners will be selected based on their eligibility, the first 30 days of AdMob traffic Referral mobile apps are creating, and the corresponding revenue Referral mobile apps generate within the first 30 days of AdMob account activation.

The Google AdMob Team judging the Contest will evaluate and attribute a score to each submission made up of scores based upon the abovementioned criteria. The submissions that receive the highest overall scores will be selected as the potential "Winners."

On or about **13 August 2015**, the potential Winners will be selected and notified by telephone and/or email, at Sponsor's discretion. If a potential Winner does not respond to the notification attempt within **five (5)** 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 submissions 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 the 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 **three (3)** 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 eligible submissions are received, no prize will be awarded. Determinations of judges are final and binding.

8. PRIZES: One Referral (and its corresponding Referrer) with the highest overall score based on the judging criteria described herein will be selected among all eligible submissions as the grand prize winner ("Grand Prize Winner").

- The Grand Prize Winner, and its corresponding Referrer, will each be awarded round-trip airfare (coach) to travel from the major airport closest to the individual's residence to San Francisco, California. Approximate retail value is **\$3000 USD**.
 - The round-trip airfare (coach) will be purchased by the Google AdMob team and will be issued in the names of Referral and Referrer as mentioned in the submission form.
 - Certain blackout dates may apply. The Grand Prize Winner (and its corresponding Referrer) is responsible for any other expenses including lodging, meals, cost to obtain a passport or visa, and any other incidental travel cost, including but not limited to passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses. Google will only provide the round-trip airfare (coach) for this trip.
- The Grand Prize Winner (and its corresponding Referrer) will also be invited to meet with the Google AdMob team at Google's Headquarters in Mountain View, California.
- The next 10 Referrals (and their corresponding Referrers) with the highest overall scores based on the judging criteria described herein will be selected among all eligible submissions as Winners.
 - The top 5 Winners will each be awarded a 32 GB Nexus 6 Device (or local equivalent),

and the bottom 5 Winners will each be awarded a Google Chromecast (or local equivalent). Approximate retail value of a 32 GB Nexus 6 Device is **\$649** USD and **\$35** USD for a Google Chromecast.

- For the avoidance of doubt, a total of 10 32 GB Nexus 6 Devices and 10 Chromecasts will be awarded in this Contest (i.e., 10 32GB Nexus 6 Devices for the top 5 Referral-Referrer pairs, and 10 Chromecasts for the bottom 5 Referral-Referrer pairs).
- The Grand Prize Winner (and its corresponding Referrer) is not eligible to receive a 32 GB Nexus 6 Device or a Chromecast, and one Winner cannot receive more than one award.
- At the Sponsor's discretion, Referrals may also be invited to be featured in [AdMob's App Spotlight video series](#).
- Odds of winning any prize depends on the number of eligible submissions received during the Contest Period and the skill of the entrants. The prizes will be awarded within approximately **four (4)** 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 (Approximate Retail Value) will not be awarded. The prize 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 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, regarding the use, value or enjoyment of the prize, 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 FEDERAL, STATE, PROVINCIAL, LOCAL 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. Each potential winner is responsible for ensuring that (s)he complies with all the 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. Travel companions of the winner(s) must also execute a Declaration of Eligibility and Liability and Publicity Release prior to ticketing and both winner(s) and companions must possess required travel documents (e.g. valid passport and visa if applicable) prior to ticketing. In the event that the travel companion is a minor, his or her parent or legal guardian must execute the required documents. Once the travel schedule has been arranged, it cannot be altered and failure of a winner to follow such schedule shall

not obligate Google in any way to provide the winner with alternate arrangements. 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, viewers, Google, or the judges.

11. INTELLECTUAL PROPERTY RIGHTS: As between Google and the entrant, the entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the mobile app content ("Content"). As a condition of entry, entrant grants Google, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display Content (1) for the purposes of allowing Google, the judges and the AdMob Team to evaluate the Content for purposes of the Contest, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and Content clips available for promotional purposes.

12. PRIVACY: Participants agree that personal data entered during the registration, including name, mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes and within the context of the Contest. This data will also be transferred into the United States. By entering, entrants agree to the transmission, processing, sharing and storage of this personal data in the United States.

Participants also understand this data may be used by Sponsor in order to verify an entrant's identity, postal address and telephone number in the event an entry qualifies for a prize. Participants have the right to access, review, rectify or cancel any personal data held by Google in connection with the Contest by writing to Google at the address listed above. If a participant does not provide the data require at registration, that participant's entry will be ineligible. Otherwise, all personal information that is collected from the entrant is subject to Google's Privacy Policy, located at <http://www.google.com/policies/privacy/>.

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: admobreferrals@google.com.

13. PUBLICITY. By accepting a prize, entrant agrees to Sponsor and its agencies use of his or her name and/or likeness and Content for advertising and promotional purposes without additional compensation, unless prohibited by law.

14. WARRANTY AND INDEMNITY: Participants warrant that their Content is their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Content and that they have the right to submit the Content in the Contest and grant all required licenses. Each entrant agrees not to submit any Content 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; or (2) otherwise violates the applicable state, federal, provincial or local law.

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 Content 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; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest Site; (g) any error in the collection, processing, or retention of entry information; or (h) 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 Content 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 Content 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 Content 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 Content 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 13 August 2015, but before **13 February 2016** by sending a self-addressed stamped envelope to:

Michael Schipper
Google Inc.
1600 Amphitheater Parkway
Mountain View, CA 94043 USA

(Residents of Vermont need not supply postage).