

Wowza Media Systems
GoCoder™ SDK Challenge
Official Rules

Thank you for your interest in the Wowza Media Systems, LLC (“Wowza”) GoCoder SDK Challenge (the “Challenge”). Please read these official rules (the “Rules”) before entering the Challenge. **BY TAKING ANY STEPS TO ENTER OR PARTICIPATE IN THE CHALLENGE, YOU AGREE TO BE UNCONDITIONALLY BOUND BY THESE RULES, AND YOU REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS CONTAINED IN THESE RULES.**

1. **The Challenge; Challenge Rules.** This is a design challenge, to design the best mobile software application utilizing the Wowza GoCoder Software Development Kit (SDK) to stream content to Wowza Streaming Engine™ software or the Wowza Streaming Cloud™ service, and optionally also making use of the Wowza Streaming Cloud or Wowza Streaming Engine APIs. Submissions to the Challenge will be judged by Wowza in its sole discretion. The Challenge is subject to applicable federal, state, and local laws and regulations. These Rules are subject to change without notice in order to comply with any applicable federal, state, and local laws or the policy of any other entity having jurisdiction over Wowza. The Challenge is void where prohibited or restricted by law. No Purchase or payment of any kind is necessary to enter or win the Challenge. A purchase will not affect or improve the chances of winning. **Wowza may modify these Rules at any time, without advance notice, by posting updated rules to the Challenge webpage on www.wowza.com or a page linkable from <http://www.wowza.com/streaming/wowza-ninja-app-challenge> (the “Challenge Page”).** Please check the Challenge Page periodically, as continued participation in the Challenge following an updating of these Rules constitutes acceptance of such modified Rules.

2. **Wowza.** Wowza is the sponsor and administrator of the Challenge and is a Delaware limited liability company.

3. **Eligibility.** The Challenge is open to individuals, groups, teams, and organizations, who reside in jurisdictions where it is legal to enter this Challenge, who have reached the age of majority under all applicable federal, state, and other laws, and who have a valid license (including trial license) to the Wowza GoCoder Software Development Kit (SDK) (collectively, “Submitters”). The Challenge is not open to employees, independent contractors, officers, directors, agents, or representatives of Wowza or of other entities participating in the administration of the Challenge; employees, independent contractors, officers, directors, agents, or representatives of Wowza’s partners, vendors, and customers are eligible to participate. Wowza has the right at any time to require proof of identity and eligibility to participate in the Challenge. Failure to provide such proof may result in disqualification. Submissions are prohibited from any jurisdiction to which the export of Wowza software is prohibited.

4. **Challenge Period.** The Challenge begins at 12:01am mountain time on May 1, 2016 and ends at 11:59p mountain time on October 20, 2016 (the “Challenge Period”). All entries must be received during the Challenge Period, and must meet the other requirements contained in these Rules to be eligible to win the prizes. The Challenge winner(s) will be announced on or about November 1, 2016. The Challenge Period may be modified by Wowza.

5. **Prizes.** There is a single prize for the Challenge, which is a cash payment of U.S. \$5,000 along with a single license to the Wowza GoCoder SDK and one one (1) year of standard annual maintenance and support for the Wowza GoCoder SDK (the “Prize”). The Prize is non-refundable and non-transferable, cannot be combined with any other special offers or promotions, and must be accepted as awarded. Wowza is not responsible for replacing any Prize if it is lost, stolen, mutilated, or otherwise rendered unusable due to any act or omission of prize winner or other third party. Prizes may not be substituted; however, Wowza reserves

the right in its sole discretion to substitute a prize with a prize or prizes of equal or greater value. Applicable federal, state, or other taxes and any other costs or expenses associated with the prizes or the use or redemption thereof are the sole responsibility of prize winners.

6. **Entry.** To enter the Challenge, each submitter must: (1) agree to terms related to the licensing by Wowza of the GoCoder SDK (such as an SDK License Agreement, SDK Trial License Agreement, or similar agreement designated by Wowza); (2) be approved by Wowza, in Wowza's sole discretion, to license and use the Wowza GoCoder SDK; (3) successfully sign up for the Challenge on the Challenge Page; (4) comply fully with these Rules; and (5) submit an application as specified herein and on the Challenge Page.

7. **Submission.** Submitters must submit a working mobile software application created by the Submitter (an "App") that uses the Wowza GoCoder SDK to stream to Wowza Streaming Engine software or the Wowza Streaming Cloud service. Submitted Apps must be a native Android or iOS application and must be an original work of Submitter. A complete submission includes submitting each of the following to Wowza during the Challenge Period: (1) a working App that complies fully with these Rules; (2) a brief synopsis of the App, complying with length and other content and format requirements established by Wowza; and (3) a video, up to 90 seconds in length, regarding the App (the video may be a video of the App in use, a video of the Submitter discussing the App, or something else related to the App so long as it complies with content guidelines established by Wowza). All submissions and related materials must be in English and provide sufficient detail for a person reasonably educated to understand the purpose and functionality of the App. All determinations regarding submission completeness, and eligibility for a prize are made in Wowza's sole discretion. **Source code should not be submitted to Wowza. ALL MATERIALS SUBMITTED TO WOWZA RELATED TO THE CHALLENGE ARE DEEMED NON-CONFIDENTIAL AND WOWZA MAY USE AND EXPLOIT ANY SUBMITTED MATERIALS, AND IDEAS EMBODIED IN SUCH SUBMITTED MATERIALS, IN ANY MANNER WITHOUT OWING A ROYALTY OR ANY OTHER OBLIGATION TO THE PARTY SUBMITTING SUCH MATERIAL.**

8. **Submitted Software Application Requirements.** To be eligible for consideration in the Challenge, each App must: (i) be capable of being installed successfully, and running consistently, on the platform or platforms for which it is intended; (ii) utilize the Wowza GoCoder SDK provided by Wowza and interact with Wowza software, services, or both; (iii) not violate any laws or rights of any third parties; (iv) not be in bad taste, depict hatred, denigrate or threaten any group or person, contain vulgar or obscene language or pornography, disparage Wowza, or contain any other content which, in Wowza's sole discretion, is inappropriate; (v) not substantially duplicate another submission or existing technology or application; (vi) be free of malware and similar threats; and (vii) be capable of approval for publishing in the application store for which it is intended (Apple iOS App Store, e.g.), in Wowza's sole discretion.

9. **Ideas Provided to Wowza.** As part of the Challenge, Licensee may test and evaluate the Wowza GoCoder SDK. Licensee shall promptly notify Wowza of any problems or defects encountered in the Wowza GoCoder SDK, or ideas for enhancements or changes to the Wowza GoCoder SDK (collectively, "Ideas"). By providing such Ideas, Submitter grants to Wowza a worldwide, royalty-free, and irrevocable license, with the right to sublicense, to use and disclose the Ideas in any manner Wowza chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Wowza's and its sublicensee's products embodying such Ideas in any manner and via any media Wowza or its sublicensees choose, without reference or obligation of any kind to Submitter. Submitter warrants that it will not give Wowza any Idea: (i) that Submitter has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of a third party; or (ii) subject to license terms that seek to require any Wowza product incorporating or derived from any Idea, or other Wowza intellectual property, to be licensed to or otherwise shared with any third party.

10. **Rights Granted by Submitting an App.** By submitting an App, a Submitter is deemed to have thereby granted to Wowza, and any other third parties acting on Wowza's behalf, a royalty-free, worldwide, perpetual license to display publicly and use for promotional purposes the App, in perpetuity. **BY SUBMITTING AN APP, SUBMITTER HEREBY GRANTS TO WOWZA AN UNRESTRICTED, ROYALTY-FREE, PERPETUAL, IRREVOCABLE LICENSE TO MAKE, HAVE MADE, USE, MARKET, IMPORT, DISTRIBUTE, COPY, MODIFY, PREPARE DERIVATIVE WORKS FROM, PERFORM, DISPLAY, DISCLOSE, SUBLICENSE, AND OTHERWISE EXPLOIT THE APP AND ALL IDEAS, CONCEPTS, AND INVENTIONS THEREIN. Wowza may develop its own version of Apps that are similar to any submitted App, without owing any Submitter any royalty or other obligation.**

11. **Selection of Winners.** Entries will be evaluated, and a winner selected, by a panel of judges, which may be comprised of Wowza employees and other persons. Wowza reserves full discretion to appoint judges. Only complete entries are eligible to win a prize. Among other things, Apps will be judged on the following criteria: (i) the App's relevance in commercial or consumer scenarios; (ii) the App's overall user experience; (iii) the App's originality; and (iv) the quality and efficiency of the App. The judging panel reserves the right to pose additional questions to a person or team presenting an entry. Wowza and the judging panel reserve the right not to award a prize if no prize-worthy entries are submitted, and to increase the number of prizes, and reduce the amount of any single prize, if there are an exceptional number of top entries. All prizes will be awarded at the discretion of the judging panel and all judging decisions are final and not subject to appeal.

12. **Disclaimer.** Wowza will not be responsible for: (i) any late, lost, misrouted, garbled, distorted, or damaged entries; (ii) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Challenge disruptions, injuries, losses, or damages caused by events beyond the control of Wowza or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Challenge. **IN NO EVENT WILL WOWZA BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN SUBMITTER'S PARTICIPATION OR NON-PARTICIPATION IN THE CHALLENGE, ANY PRIZES WON, AN SUBMITTER'S ACCESS TO OR USE OF WOWZA'S WEB SITES, THE ACCESSING, DOWNLOADING OR PRINTING OF ANY MATERIAL AVAILABLE ON ANY OF THOSE SITES, OR THE ACCESSING, DOWNLOADING, OR USE OF ANY WOWZA SOFTWARE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON WOWZA'S WEB SITES, AND ALL WOWZA SOFTWARE, APIS, AND DOCUMENTATION, IS PROVIDED "AS IS, WHERE IS, AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.**

13. **General Release.** By entering the Challenge, each Submitter releases Wowza from any liability whatsoever, and waives any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Challenge, or the delivery, misdelivery, acceptance, possession, use, of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.

14. **Personal Information and Publicity.** By participating in the Challenge, each Submitter: (a) grants to Wowza the right to use the information contained in all submissions or otherwise made known to Wowza made by Submitter and his/her team ("Information") for any purpose Wowza deems necessary, appropriate,

or advantageous, including without limitation, the purpose of administering the Challenge; (b) grants to the Wowza the right to use his/her information and such other personal information as the Submitter may disclose to Wowza for publicity and promotional purposes relating to the Challenge, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (c) acknowledges that Wowza may disclose Submitter's personal information to third-party agents and service providers of the Wowza. Except where prohibited by law, as a condition of being awarded any prize, a potential winner may be required to execute a further consent to the use of his/her name, hometown, likeness, persona, and/or prize information, without limitation, for promotional purposes without further permission or compensation.

15. Affidavit and Release; Forfeit of Prize. To receive a prize, each member of the potential winning team agrees to complete, sign, and return (a) an affidavit of eligibility and acceptance of these rules and release of liability; (b) a publicity release; and (c) any other legal, regulatory, or tax-related documents required by Wowza in its sole discretion. A potential winner's prize will be forfeited and awarded to an alternate winner at Wowza's sole discretion upon: (i) the failure of a member of the potential winning team to confirm acceptance of the prize and return any required documents within five (5) days of prize notification by Wowza; or (ii) the determination by Wowza that the potential winning team is ineligible or otherwise not in compliance with these official rules.

16. Indemnification. BY PARTICIPATING, EACH PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS WOWZA FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THIS CHALLENGE, OR WITH THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE, OR ANY CHALLENGE-RELATED ACTIVITY.

17. Termination or Amendment. If, for any reason, the Challenge is not capable of running as planned for any reason which, in Wowza's sole judgment, corrupts or affects the administration, fairness, purpose, integrity, or proper conduct of this Challenge, Wowza reserves the right, in its sole discretion and determination to cancel, terminate, shorten, extend, modify, or suspend the Challenge. Wowza may disqualify any Submitter who tampers with or disrupts the entry process or operation of the Challenge or who violates the Rules. Wowza may modify these Rules or post additional or different rules from time to time on the Wowza website.

18. Compliance with Rules; Applicable Laws. By participating, each Submitter agrees to comply with these official rules and represents and warrants to Wowza that the entry of its team is the original work of the team. All decisions of Wowza are final and binding on all Submitters. All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of Submitters and Wowza in connection with the Challenge, shall be governed by and construed in accordance with, the laws of the State of Colorado, USA without regard to its conflict of laws principles.

19. Challenge Results. For Challenge results, visit the Challenge Webpage.