



**Swarm Vision Community
Official Rules
Updated August 2, 2016**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: A Campaign ("Campaign") is a time-delimited competition or contest hosted on Swarm Vision. Eligibility for each Campaign shall be posted on each Campaign Brief, if eligibility differs from Community eligibility. Proposals ("Proposals") may include ideas as well as comments and votes and includes all activity of Participants on SwarmVision.com.

There are two kinds of campaigns on Swarm Vision:

A. Public campaigns

Open to individuals who, as of the last day of the month prior to the date of entry, are the age of majority in their place of residence (eighteen (18) in most countries; nineteen (19) through twenty-one (21) in a select few).

Employees of Campaign sponsors, of Swarm Vision Inc., of IdeaScale and any of Sponsor's agencies or their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to submit or evaluate proposals.

B. Private campaigns

Open only to employees of the Sponsor. Employees of Swarm Vision, IdeaScale, and any of Sponsor's agencies or their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to submit or evaluate proposals.

The Campaigns are subject to all applicable federal, state, and local laws and regulations and are void where prohibited.

2. Sponsor: The sponsor is a client (or clients) of Swarm Vision Inc. who may or may not (for reasons of confidentiality) be identified by name on the Campaign web pages.

Administrator: Swarm Vision is the property of Swarm Vision Inc., ("Swarm Vision"), PO Box 806, Los Altos CA 94023. Swarm Vision Inc. is the Administrator of all Campaigns run on Swarm Vision.

3. Agreement to Official Rules: Participation in this Campaign constitutes participant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Campaign. The details of the evaluation process are described below in Section 6. Winner Determination will not be published or provided. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: Each Campaign shall begin and end on the dates posted in the Campaign Brief, which can be found on each Campaign page. Public Campaigns can be navigated to from www.swarmvision.com/swarm-Campaigns/. Private campaigns can be navigated to from the Sponsor's Intranet site. The period to submit idea entries is called the Submission Period ("Submission Period"):

The Campaign will be administered in phases, which are also posted on each Campaign Brief. Examples of such phases are:

Ideation and Assessment

- Participants are encouraged to enter as many innovative ideas as possible responding to the Campaign Brief.
- Participants and Experts will vote on and rate the ideas using the criteria provided in the Campaign Brief.

Visualization

- Participants may provide visualizations (such as illustrations, videos, etc.) of any of the top-rated ideas

Short-listing

- Experts form a short list from the top-rated ideas

Winner Selection

- A panel of jurists will assess the short-listed ideas and select the winners

The Community and Campaigns are hosted on a server from IdeaScale and its servers will be official time-keeping device for the Campaigns.

5. How to Participate:

Become a Member of the Swarm Vision Community: Visit www.SwarmVision.com ("Community"), complete and submit the registration form, including a valid email address and the Swarm Innovation Profiler™ survey, to participate as a community member or submit a proposal in a Campaign. No personally identifiable information will be collected EXCEPT FOR email address, first name, last name. Swarm Vision will use the submitted personal information only with respect to this Community.

Participants must complete the Swarm Innovation Profiler™ survey ("the Survey") in order to enter an idea. Participants warrant that they will not copy, re-use, reverse engineer or distribute any part of the Swarm Vision Survey, and may use the Survey only to determine their innovation skill type. Participants must register in order to view community ideas and to enter an idea.

Participants will receive their survey results either via email or on screen at www.SwarmVision.com. Participants may be assigned to one or more roles in the Community based on their survey results (for example, Ideator, Optimizer, Visualizer, Influential or Supporter). Participants may be invited to participate in different activities in the Community based on their survey results. The survey may be taken once per participant.

Participants may enter ideas in a Campaign regardless of their survey results.

Submit a proposal (herein "Proposal"): During the Submission Period, follow the directions to upload text describing your innovative idea relating to any of the idea categories described on the Campaign Brief to be considered for the Campaign. In addition, you are encouraged to submit a visualization of your idea by including an illustration, design, video, photo, or other electronic file (details of acceptable file types are listed below). By uploading your Proposal, you agree that your Proposal conforms to the Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor or the Administrator, in their sole discretion, may remove your Proposal and may disqualify you from the Campaign if they believe that your Proposal fails to conform to the Guidelines and Restrictions.

Guidelines:

- The Proposal text must be in English;
- The Proposal visualization must be a photo, or electronic file no larger than 20 MB in one (1) of the following formats:
Images: .jpg/.jpeg, .gif, .bmp, .png,
Microsoft Office: doc, docx ppt, pptx, pps, ppsx xls, xlsx
PDF: pdf, ps
Open Office: odt, odp, sxw, sxi, etc. ** Text: ** txt, rtf
Videos must be under 3 minutes and must be uploaded to a private Private YouTube link. The url should be provided in the idea entry form, and must be set to private;
- The Proposal cannot have been submitted previously and may not be submitted concurrently in a promotion, Campaign or exhibited or displayed publicly through any means until winners are selected and announced.

Content Restrictions:

- The Proposal must not include any claims about the performance or effectiveness of Sponsors' products;
- The Proposal must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Proposal must not disparage Sponsor or any other party affiliated with the Community or Campaign;
- Participant must have permission from all individuals that appear in the Proposal (if any) to use their name and likeness in the Proposal and to grant the rights set forth herein;
- The Proposal must not contain brand names or trademarks.
- The Proposal must not contain images or artwork not created by participant;
- The Proposal must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Proposal must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Proposal must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Proposal is created;
- Promotes or contains viruses, worms, corrupted files, cracks or other material that are intended to or may damage or render inoperable software, hardware or security measures of Sponsor, Swarm Vision Inc., IdeaScale and/or any other third party;
- Facilitates or promotes gambling, sale or use of hard liquor, tobacco products or illegal drugs or any other illegal activity; and
- Otherwise restricts or inhibits any person's use or enjoyment of the Community Campaign or other services provided by Sponsor or Administrator.

Proposals generated by script, macro or other automated means are void. If requested, participant must be able to provide permissions from other individuals featured in his or her Proposal in a form acceptable to Sponsor. In the event of a dispute as to any Proposal, the authorized account holder of the email address used to register will be deemed to be the participant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each participant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 12, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Proposals; all of which will be void.

Validate - End Participation: To end your participation in the Community, you must go to SwarmVision.Ideascale.com, click on Profile>>Communities>>Your Community>>Community Memberships>>click on Leave. Once you delete yourself from the Community, you will not be eligible to win a prize. Leaving the community does not remove you from Swarm Vision database.

Sponsor's Rights to Use Participant's Proposals:

- A. Public and Private Campaigns: Uploading a Proposal constitutes participant's consent to give Sponsor and Swarm Vision a royalty-free, irrevocable, world-wide perpetual, non-exclusive transferable license to use the Proposal in its original or any modified form. The scope of this license includes all fields of use. If requested, participant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights participant is granting to use the Proposal.
- B. Private Campaigns: All Proposals of any kind by participants in private campaigns are automatically the exclusive property of the Sponsor.

For Public and Private campaigns, Participants acknowledge and agree that (1) the Sponsor and Swarm Vision have constant access to several sources of works, concepts, ideas, innovation and more generally creative materials of any kind whatsoever, that are developed either internally by its own employees or externally by other sources prior to the Campaign and afterwards; (2) if their Submission includes an idea or suggestion, the Sponsor, Swarm Vision, its affiliates or a company or a third party acting on its/their behalf may have previously worked on, may be working on or may in the future work on the same or a similar idea (a 'Similar Idea'); (3) for reasons of confidentiality, the Sponsor and Swarm Vision shall be under no obligation to give the participant any information relating to any Similar Idea; (4) that the Sponsor and Swarm Vision shall not be liable for any claims, costs, expenses, losses, damages or demands whatsoever suffered or incurred by the participant relating to their Submission or any Similar Idea; and that participants will not be entitled to any compensation as a result of the Company's use of any such Similar Idea that has or may come to the Sponsor and Swarm Vision from other sources; (5) the Sponsor and Swarm Vision may continue to develop and initiate the development of any Similar Idea or suggestion independently of, and without acknowledging, the participant's idea or suggestion.

6. Winner Determination: After the Submission Period, the Administrator will create a short-list of top-rated ideas based on the Short-Listing Criteria, as well as a short-list of most active Participants to be considered for the Optimizer and Influential prizes, if such prizes are named in the campaign brief:

Short-Listing Criteria for each Campaign are posted on the Campaign Brief.

Administrator will present the short-list to a panel of qualified judges ("Jury") determined by Sponsor at its sole discretion. The Jury will select the winners from among the short-listed Proposals based on the Short-Listing Criteria for the Campaign, as well as Jury Criteria, as posted on the Campaign Brief:

In the event of a tie, the Potential Winner whose Proposal is judged to be the most Innovative, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Winner. Sponsor reserves the right to select fewer than the number of winners posted in the Campaign Brief, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Proposals.

In the event that the Sponsor fails to select winners in a reasonable timeframe from the end of the campaign, The Administrator shall have the right to select winners at its sole discretion, applying the metrics outlined in the relevant campaign Brief.

7. Prizes:

Prizes shall be as posted on each Campaign Brief and on the Campaign web page. Prize categories and amounts will vary by Campaign.

For all Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled 8 – 10 weeks after winners are confirmed.

8. Winner Requirements: winners will be notified by email on or around the winner notification dates listed above. Except where prohibited, each winner will be required to sign and return a Prize Acceptance Document, and Internal Revenue Service documents (such as a W-8 or W-9 Form), which must be received by Sponsor's representative within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Prize Acceptance Document, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a winner is disqualified for any reason, the prize may be awarded to another participant, at Sponsor's sole discretion. Prizes may be conveyed by Paypal (where accepted), Western Union, or by bank wire.

9. Assignment of Rights:

A. Public campaigns:

By accepting a prize, winners will irrevocably and unconditionally assign, to the extent legally possible, to sponsor any and all intellectual property rights, i.e. all rights, titles and interests of whatsoever nature they may have in the proposal made known to sponsor in the course of the Campaign, including, but not limited to, design and functional patents and rights relating to patentable inventions. This assignment will be free of all liens, encumbrances and rights exercisable by third parties and, without prejudice to the foregoing; with full title guarantee Sponsor accepts this assignment. Sponsor is, at its sole discretion, entitled to use inventions, designs or protectable ideas which are contained in submitted Proposal of the winners for any technical use and to file for patents and other statutory protection in any country in its own name as it sees fit, and to maintain or abandon those rights at any time. The intellectual property rights arising on the basis of any such registration will belong to Sponsor. If any intellectual property rights require registration or a similar process in any country, the winners will support Sponsor in such process by providing the necessary declarations, documents or other material available to

them. If such support is required, Sponsor shall cover the reasonable costs for such support.

- B. Private Campaigns: All proposals, comments, votes and participation of any kind by participants in private campaigns are automatically the exclusive property of the Sponsor, regardless of any prizes offered in the campaign. By joining the campaign, participants irrevocably and unconditionally assign, to the extent legally possible, to sponsor any and all intellectual property rights, i.e. all rights, titles and interests of whatsoever nature they may have in the proposal made known to sponsor in the course of the Campaign, including, but not limited to, design and functional patents and rights relating to patentable inventions. This assignment will be free of all liens, encumbrances and rights exercisable by third parties and, without prejudice to the foregoing; with full title guarantee Sponsor accepts this assignment. Sponsor is, at its sole discretion, entitled to use inventions, designs or protectable ideas which are contained in submitted Proposals and comments for any technical use and to file for patents and other statutory protection in any country in its own name as it sees fit, and to maintain or abandon those rights at any time. The intellectual property rights arising on the basis of any such registration will belong to Sponsor. If any intellectual property rights require registration or a similar process in any country, participants will support Sponsor in such process by providing the necessary declarations, documents or other material available to them. If such support is required, Sponsor shall cover the reasonable costs for such support.

Where such assignment is not possible for legal or any other reasons, participants grant to Sponsor an exclusive, irrevocable, world-wide, perpetual, sub-licensable, transferable and fully paid-up right to use the Proposal in their original or in any modified form free of all liens, encumbrances and rights exercisable by third parties. This scope of license includes all fields of use. These are: the right of Sponsor to copy, make available, publish, distribute in any medium in physical or non-physical form, exploit, translate, transform and/or modify the Proposal, as well as the right of online-use of the Proposal in all communication networks (internet) - or use in fixed and mobile data networks and end devices. As far as the Proposal contains software programs, the foregoing rights of use are granted for both object code and source code of the software. Sponsor has the right of the world-wide commercial exploitation, marketing, distribution and sale of any and all kinds of products based on such Proposal. The license permits Sponsor and its designees to use portions of the idea or Proposal submitted by the participant, to modify or redesign any idea or Proposal submitted, to have it modified or redesigned, and/or incorporate other Proposal, either created by Sponsor, its participants of the channel or licensed from third parties, with the submitted Proposal. Any such works will be deemed material owned by Sponsor and will not be subject to the winners' approval or further payment by Sponsor.

Sponsor has the sole authority to claim infringement of any intellectual property of the winner's Proposal by third parties. The right of the winners to claim such infringement is excluded.

By making a Proposal, the participant acknowledges and agrees that Sponsor may create on their own or obtain many submissions that may be similar or identical to the Proposal the participant submits through www.SwarmVision.com or other channels and means. The participant hereby waives any and all claims he or she may have had, may have, and/or may have in the future, that submissions accepted, reviewed and/or used by Sponsor may be

similar to his or her Proposal. The participant expressly waives his/her right to authorship credit with respect to copyrightable Proposal.

Any rights granted by the participants to Sponsor may be assigned further to Sponsor's affiliates.

Each participant accepts and acknowledges that Sponsor shall not be obligated to use the Proposal and that Sponsor in its sole discretion shall have the right to refrain from using the Proposal. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify the Released Parties (as defined in Section 12, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

10. Email Communications: Sponsor reserves the right and participants agree that Sponsor may contact participants during and after the completion of the Campaign.

11. Publicity: Acceptance of a prize shall constitute and signify winner's agreement and consent to give Sponsor or its designees a raw file of the Submission along with providing Sponsor and its designees, the right to use the winner's name, city, state, likeness, Submission, and/or prize information in connection with the Campaign for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Release: Participants agree to release and hold harmless the Sponsor, Swarm Vision Inc., IdeaScale, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Campaign or receipt or use or misuse of any prize.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Campaign, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Campaign, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Proposals received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Proposal process or the operation of the Campaign or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Proposals. Any attempt by any person to deliberately undermine the legitimate operation of the Campaign may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

14. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Campaign; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human

intervention in any part of the Proposal process or the Campaign; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Campaign, the uploading, the processing or judging of Proposals or votes or the tabulating of votes, the announcement of the prizes or in any Campaign-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Campaign or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Proposals or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Proposal.

15. Disputes: Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with Swarm Vision or any Campaign hosted on it, or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Pacific District of California or the appropriate California State Court located in Santa Clara County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with joining this Community or entering this Campaign, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Community or any Campaign, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

16. Participant's Personal Information: Information collected from participant is subject to the Administrator's Privacy Policy, [http://www.Swarm Visionbrand.com](http://www.SwarmVisionbrand.com)

17. Winner List:

- A. Public campaigns: For a winner list, visit www.SwarmVision.com. The winner list for each Campaign will be posted after winner confirmation is complete.
- B. Private campaigns: Winners will be announced by the Sponsor using its own internal media such as Intranet, email or live events.