

## **Global Venture Fund - Native Games for Samsung® Mobile Phones Terms and Conditions (the "Agreement")**

Please read the terms and conditions of this Agreement carefully. By submitting and participating in the challenge, you agree to be bound by the terms and conditions of this Agreement.

### **TERMS AND CONDITIONS:**

#### **1. PERIOD**

The Global Venture Fund Developer Challenge (the "Challenge") will take place from 12:00 A.M. (Central Standard Time) October 26, 2009 to 11:59 P.M. (Central Standard Time) November 20, 2009 (the "Challenge Period").

#### **2. PROMOTION ORGANIZERS**

The Challenge sponsor is Samsung Ventures and the fund will be managed by Handmark, Inc. (together the "Sponsors").

#### **3. ELIGIBILITY**

The Challenge is open to developers interested in working on a Samsung Mobile Phone application. Individuals and entities are eligible regardless of location. Individuals must be over the age of majority in the province, territory or state in which they reside.

**NO PURCHASE NECESSARY.**

This Challenge is subject to federal, state/provincial, and local laws. This Challenge is void where it is prohibited or restricted by law.

#### **4. HOW TO ENTER**

To participate in the Challenge you must:

- 4.1 Register your interest by completing the online form.
- 4.2 Should you be accepted, you will be sent a Non-Disclosure Agreement that you must accept before being provided access to the SDK.
- 4.3 All applications must be received by November 20, 2009 by 5pm CST.

You may submit more than one game idea to the Challenge.

#### **5. SELECTION**

The Sponsors will select developers based on the following criteria:

- 5.1 Is the proposed game suitable to be widely used on Samsung mobile phones?
- 5.2 How does the proposed game differentiate from other proposed games?
- 5.3 What is the candidate's level of development experience?
- 5.4 Is this a new game for Samsung Mobile phones or a port of an existing game?

The Sponsors recognize that a varied catalogue has more value to customers and as such are seeking both classic and innovative games across all game genres.

#### **6. DEVELOPMENT ADVANCE FEE**

All development advance fees are in U.S. Dollars.

The advance fee amount will be assigned at the end of the Challenge period.

The Winners are solely responsible for all costs not specifically described.

The advance fee will be distributed as soon as possible following announcement of the Winners which will take place on December 11, 2009.

#### **7. GENERAL TERMS AND CONDITIONS**

- 7.1 Verification of Entries. The validity of any application is subject to verification by Handmark. Any illegible, incomplete or fraudulent application will be rejected. Any applicant or any individual who enters or attempts to enter the Challenge in a

manner that is contrary to these rules or by its nature is unjust to other applicants will be rejected. All decisions with respect to any aspect of the Challenge, including the eligibility or disqualification of applicants, are final, without right of appeal.

- 7.2 Communication of Finalists. Finalists will be notified on November 25, 2009 and interviews will be conducted between November 26 and December 2, 2009. Winners will be selected on December 4, 2009.
- 7.3 Acceptance of Advance Fee. The development advance fee must be accepted as assigned and cannot be substituted for another item or exchanged.
- 7.4 Substitution of Advance Fee. If for any reason the Sponsors are unable to award a development advance fee, or part of the fee as described in this Agreement, they reserve the right at their sole discretion to award a fee of equivalent value.
- 7.5 Exclusion of Liability - General. By participating in this Challenge, the applicant agrees to release and hold the Sponsors, their advertising and promotions agencies, parent companies, affiliates, subsidiaries, officers, directors, agents, and employees, harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Challenge.
- 7.6 Exclusion of Liability - Challenge Operation. By entering the Challenge, the applicant agrees to release and discharge the Sponsors from any and all liability resulting from any malfunction of any computer component, software or communication line, any loss or absence of network communication, any faulty, incomplete or unintelligible transmissions or any transmissions that are erased by any computer or network which could limit your opportunity to enter the Challenge, or prevent you from doing so.
- 7.7 Modification. The Sponsors reserve the right to modify, cancel, terminate or suspend the Challenge in whole or in part, at their sole discretion, in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the control of the Sponsors that could corrupt or affect the administration, security, impartiality or normal course of the Challenge.
- 7.8 Taxes. Each Winner is solely responsible for the payment of any taxes as may be required by the applicable taxing authority.
- 7.9 Registration Information. By completing and submitting the information requested in the course of the Challenge to the Sponsors, the applicant confirms that he or she is authorized to provide the requested information above to the Sponsors.
- 7.10 Privacy. By completing and submitting your personal information to the Sponsors in connection with the Challenge, the applicant consents to the collection, use, and disclosure of such information by the Sponsors for the purpose of administering and facilitating your participation in the Challenge and to contact you, if necessary, in relation to the Challenge. The Sponsors will not disclose any personal information to third parties without your consent.
- 7.11 Publicity. By entering the Challenge, the applicant consents to the use of his or her name, image, likeness and photograph, without compensation, in any publicity carried out in any media by or on behalf of the Sponsors.