

Terms & Conditions "Layar Creation Challenge"

Updated September 6, 2011
Changes highlighted in red

General

1. These Terms & Conditions are applicable to the "Layar Creation Challenge" ("**Contest**"). By participating in the Contest, you are deemed to have agreed to these Terms & Conditions.
2. The Contest is organized by Layar B.V., Rietlandpark 301, 1019 DW Amsterdam, The Netherlands ("**Layar**").
3. Layar reserves the right to amend these Terms & Conditions and the right to suspend or (prematurely) terminate the Contest, if deemed necessary in its opinion or if circumstances arise out of control at any time without prior notice. In neither of these cases, (potential) participants can make claims for any kind of compensation. Any amendment of the Terms & Conditions will be published on the website www.layar.com.

Participation

4. Participation in the Contest is open to anyone with the status of Developer and a Developer Account as meant in the Layar Terms and Conditions for Developers and Publishers (www.layar.com/legal) ("**Developer**"). However, employees of Layar, its subsidiaries and affiliates, and their immediate family members are not eligible to participate in the Contest.
5. Layar reserves the right to refuse (potential) participants and the right not to grant the prize – at the discretion of Layar – in case of deceit, misbehavior, counterfeit, etc.
6. Participant in the Contest is each Developer who registers as participant during the Registration Period ("**Participant**"). See article 10.
7. Participants shall at all times fully adhere to these Terms and Conditions and the Layar Terms and Conditions for Developers and Publishers which can be found at: www.layar.com/legal.

Availability

8. A layer submitted for the Contest (also: "**Entry**") shall:
 - (a) not have been published prior to 15 August 12:00 PM CET, nor be similar to any layer published prior to that moment;
 - (b) be and remain continuously published via Layar's platform ultimately from the Ultimate Publishing Date (as defined in article 12), until at least three (3) months after the end of the Ultimate Publishing Date;, and
 - (c) Not be made available through any other platform than Layar's platform during the period meant above under (b).

Criteria

9. Criteria which shall be taken into account by Layar and the expert jury (see article 13), at their own discretion, include the following ("**Criteria**"):
 - (a) the applicability to the following Contest categories:
 - a. Magazines,
 - b. Books,
 - c. Self-publishing,
 - d. A category of participant's choice ("wildcard" category);
 - (b) the layer's business potential (usage volume);
 - (c) the layer's clean aesthetics (visual attractiveness);

- (d) the way in which the new Layar release 6.0 features have been incorporated in the layer;
- (e) the layer's functioning in Layar release 6.0;
- (f) the number of reference images used in the layer should at least be 1 (one);
- (g) the extent in which the concept of the layer can be productized (repeatedly be used);
- (h) the extent in which the layer is original and innovative.

How does it work?

10. During the period that starts on 2 August 2011 at 12.00 PM CET, or as much later as the registration site on Layar's Publishing Platform on the website www.layar.com is made available, and ends on **29 September 2011 at 12.00 PM CET** (was: 15 September 2011 at 12.00 PM CET) ("**Registration Period**"), Developers can register as a Participant in the Contest, using their Developer Account on the website www.layar.com.
11. Participants can submit their Entry during the period that starts at the same time as the Registration Period, or as much later as the submission site on the website www.layar.com is made available, and ends on **29 September 2011 at 12.00 PM CET** (was: 15 September 2011 at 12.00 PM CET) ("**Submission Period**") by going through the designated submission process on the website www.layar.com and completing all required steps and filling out all requested fields. In case the submission site is not yet available at the start of the Registration Period, Participants shall be notified by e-mail once the submission site is available. The submission process includes providing an explanation of the Participant's view on the way in which the Entry meets the Criteria. Upon submission, the Participant must have filed a request for the Entry's publication as meant in the Layar Terms and Conditions for Developers and Publishers. Layar will inform the Participant within five (5) days upon submission of the Entry whether Layar grants approval for publication of the Entry in accordance with the Layar Terms and Conditions for Developers and Publishers.
12. Upon approval for publication of the Entry by Layar, the Entry must be published through the Layar Publishing Site ultimately on **4 October 2011 at 12.00 PM CET** (was: 22 September 2011 at 12.00 PM CET) ("**Ultimate Publishing Date**").
13. On **4 October 2011** (was: 22 September 2011), Layar will publish a shortlist of max. 25 Entries selected by Layar applying the Criteria ("**Shortlist**") on the website www.layar.com. An independent expert jury will then select the winners from this Shortlist applying the Criteria.
14. A Participant can submit multiple Entries.
15. The winners will be announced on **11 October 2011** (was: 3 October 2011), and will be published on the website www.layar.com.

Prizes

16. The winners ranked by the expert jury will be entitled to the following prizes:

1st prize	: USD 15,000
2nd prize	: USD 10,000
3rd prize	: USD 7,500
4th and 5th prize	: USD 5,000
6th – 10 th prize	: USD 2,500

Prizes are denominated in USD and will be paid in USD or the EURO equivalent.
17. Prizes are net prizes, it being understood that Layar will pay the tax on games of chance as required by the Dutch Betting and Gaming Tax Act (*Wet op de Kansspelbelasting*). The winners shall be solely responsible for any and all other (local) taxes (including income tax) and other levies or charges. The Participant hereby indemnifies Layar and holds Layar harmless for any and all such other taxes and other levies or charges.

Miscellaneous

18. No correspondence is possible on the course of the Contest and the selection and ranking of the winners.
19. Layar will not be held responsible for any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in sending the entry and/or sending or receiving any communication as a result of any network, communication or system error, interruption and/or failure experience of the internet line or resulting from participation.
20. This Contest is null and void in any jurisdiction where prohibited by law and potential participants in these jurisdictions cannot participate.
21. These Terms and Conditions are subject to Dutch law.
