

DoubleClick Studio Certification Contest - Official Rules for 2013 - EMEA

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. CONTEST IS OPEN TO RESIDENTS OF UNITED KINGDOM, SPAIN, FRANCE, GERMANY, SWEDEN, UNITED ARAB EMIRATES, FINLAND, RUSSIA AND NETHERLANDS

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

The **DoubleClick Studio Certification Contest** (the “Contest”) is a skill contest where participants must submit an agency or entrant branded DoubleClick Rich Media ad creative, (“Creative”). The Creatives will be evaluated by judges, who will choose one winning entry in accordance with these Official Rules. The prizes will be awarded to the participant with the highest score. 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 Creative in the Contest constitutes agreement to these Rules. You may not submit an entry 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 of and physically located in the UNITED KINGDOM, SPAIN, FRANCE, GERMANY, SWEDEN, UNITED ARAB EMIRATES, FINLAND, RUSSIA AND NETHERLANDS; (3) not a person or entity under U.S. export controls or sanctions; (4) have access and permission to use a DoubleClick Studio account ([link: https://www.google.com/doubleclick/studio/](https://www.google.com/doubleclick/studio/)); (5) have passed the Studio Certification exam ([link: https://getstudiocert.appspot.com/studioexam](https://getstudiocert.appspot.com/studioexam)) and (6) have access to the Internet as of **June 10th, 2013**. Employees, interns, contractors, and official office-holders of Google/DoubleClick and their parent companies, group companies, 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. Google 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 Ireland, Ltd. (“Google” or “Sponsor”), a corporation with place of business at Gordon House, Barrow Street, Dublin 4, Ireland.

4. CONTEST PERIOD: The Contest begins at 12:00:00 A.M. GMT on **June 10th, 2013** and ends at 11:59:59 GMT on **July 31st, 2013** (“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 <http://www.richmediagallery.com/> ("Contest Site") during the Contest Period and follow the instructions for submitting a Creative that demonstrates how Rich Media can be utilized in new and innovative ways in an ad format. The Creative must meet the "Creative Requirements," described below.

There is no limit on entries. All entries must be received by 11:59 p.m. (PT) on **July 31st, 2013**. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, 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. CREATIVE REQUIREMENTS. The Creative 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 YouTube Terms of Use, <http://www.youtube.com/t/terms>, and Community Guidelines, http://www.youtube.com/t/community_guidelines.

(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 Creative 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) It must be built in DoubleClick Studio

7. JUDGING: Each entry will be judged by advertising experts from Google Creative Innovation and Creative Services teams: Leon Bayliss, Chris Feltham, Eduardo Duque ("Judges"). One winner and one runner up will be selected and on or about **August 15th, 2013**, each Creative will be evaluated by the Judges based on the following criteria:

- Innovation - How have you been able to utilize innovative features to create something that's never been done before?
- Creativity - Is your ad uniquely new or creative?
- Design - Does your ad design highlight the functions available when using our innovative features?
- Autonomy - Was your ad built using our self-help resources and with minimal or no guidance from our support teams?

Judges will evaluate and attribute a score to each Creative made up of scores based upon the above-listed criteria. The entry that receives the highest overall score will be selected as the potential "Winner." The entry that receives the second highest overall score will be selected as the runner up. In the event of a tie,

the Creative that received the higher score from the Judges in the category of “Innovation” will be selected as the potential Winner. In the event a potential Winner is disqualified for any reason, the Creative that received the next highest total score will be chosen as the potential Winner.

On or about **August 15th, 2013** the potential Winner 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 entries 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 Winner 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 Creatives are received, no prize will be awarded. Determinations of judges are final and binding.

8. PRIZES:

The Winner will be awarded the following:

- A 32GB Nexus 7 (or equivalent) and the implementation of their submission will be showcased on the Rich Media Gallery. Date will be determined at Sponsor’s discretion.
- *Gold Studio Certification Award Badge* added to their profile on the Studio Certification User List

One runner-up will be awarded the following:

- *Silver Studio Certification Award Badge* added to their profile on the Studio Certification User List

Odds of winning any prize depends on the number of eligible entries received during the Contest Period and the skill of the entrants. The prizes will be awarded within approximately two (2) 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 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. The 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. 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 Creative. As a condition of entry, entrant grants Google, its group companies, agents and partner companies, a perpetual (or to the maximum extent permitted by the applicable law), 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 a Creative (1) for the purposes of allowing Google, the Judges and YouTube viewers to evaluate the Creative 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 Creative 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/intl/en/privacy/privacy-policy.html>.

By accepting a prize, participant agrees and consents to Google and its agencies use of entrant's name and/or likeness and Creative to name the entrant for a reasonable time after completion of the Contest in promotional and advertising material of Google (or its agents) as a winner of the Contest without additional compensation, unless prohibited by law.

Pursuant to EU law pertaining to data collection and processing, you are informed that:

- the data controller is Google Ireland Ltd. and the data recipients are Google Inc. and its agents;
- your data is collected for purposes of administration of the promotion and for marketing purposes;

- you have a right of access to and withdrawal of your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to Google UK Limited, Attn: Data Privacy Officer, Legal Department, Belgrave House, 76 Buckingham Palace Road, London SW1W 9TQ
United Kingdom

- your personal data will be transferred to the United States of America and Google Inc is safe harbor certified.

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

14. WARRANTY AND INDEMNITY: Participants warrant that their Creatives are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Creative and that they have the right to submit the Creative in the Contest and grant all required licenses. Each entrant agrees not to submit any Creative 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 Creative 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 Creatives 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 Creative 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 Creative 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 Creative under these Rules.

19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) save that either party may apply to any court for an injunction or other interim relief to protect its rights. 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.

20. WINNER'S LIST: Winners will be shared on the contest site, <http://www.richmediagallery.com/> after **August 15th, 2013.**