

Amojee Masterpiece Contest OFFICIAL RULES

Welcome to the Amojee Masterpiece Contest. These rules (these “Official Rules”) set forth the rules and regulations of the Amojee Masterpiece Contest (the “Contest”) presented by Amojee, Inc. (“Sponsor”).

Please read these Official Rules carefully before submitting an entry or participating in the Contest. These Official Rules contain important information about eligibility to enter the Contest, the rules of the Contest and other important information.

By submitting an emoji for the Contest with the tag **SFCONTEST0120**, you are accepting these Official Rules and agreeing to be bound by their terms. If you do not agree with these Official Rules, please do not submit an emoji with that tag.

1. Eligibility. The Contest is open only to registered account holders of the Amojee App that are 18 years of age or older as of December 19, 2016, and who post an Eligible Emoji (defined below) through their Amojee App account (each an “Contestant”). Contestants may be required to show proof of age. IF YOU DO NOT SATISFY THESE REQUIREMENTS, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE CONTEST. Participation in the Contest is also subject to compliance with the requirements specified below. Sponsor’s current and former employees and contractors and their immediate families (parent, child, sibling and spouses of each) are not eligible to register for the Contest. The Contest or a particular Contestant’s participation in the Contest is void where prohibited/restricted by law.

2. Contest Period. The Contest shall commence on Monday, December 19, 2016 at 12:01am PST and end on Friday, January 20, 2017 at midnight PST (the “Contest Period”).

3. How to Enter the Contest. The purpose of this (skill based) Contest is for Contestants to create the best emoji using the Amojee App, based on the Judging Criteria as listed in Section 4 below. During the Contest Period, each Contestant may submit an unlimited number of emojis for the Contest. Each emoji submitted that satisfies all of the following process and requirements is an “Eligible Emoji”:

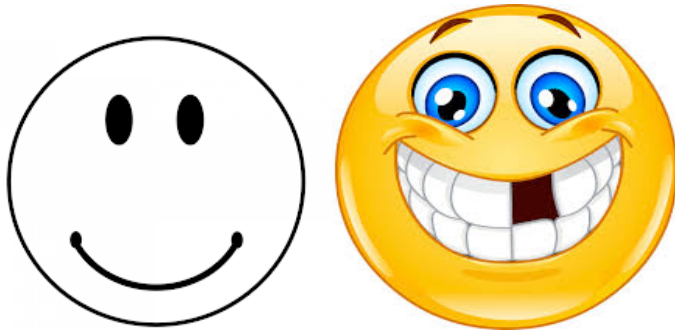
- a) The emoji must be created and submitted through the Contestant’s Amojee App account.
- b) The emoji must be entirely the Contestant’s original work.
- c) The emoji does not violate the rights of any other person or company, such as by using their trademarks, logos, names or images.
- d) The emoji must be initially posted to the Amojee App during the Contest Period. Emojis posted to the Amojee App prior to the Contest Period are not eligible even if reposted.
- e) The emoji must be tagged with **SFCONTEST0120**. **By submitting an emoji for the Contest with the tag SFCONTEST0120, you are accepting these Official Rules and agreeing to be bound by their terms.**

Each emoji will be deemed to have been submitted by the registered account holder of the Amojee App through which it is submitted.

4. Judging Of Entries. A panel of 3 judges will review all Eligible Emojis received and select in order from 1st – 3rd, the top 3 Eligible Emojis and their respective Contestants as the winners (each a “Judging Winner”) based upon the following “Judging Criteria”:

Originality: Contestants are expected to come up with their own design and idea. Artwork that belongs to other people or brands will not be considered.

Creativity: Contestants are expected to be innovative in their design. Submitted artwork does not require a highly detailed and complicated illustration. Expressions, words, or objects to replace words are good topics to start with. Keep in mind that this is an emoji creation contest. A simple smiley face is a good emoji if it is recognizable, but a smiley face with distinct characteristics is even better. We would love to see artwork that showcases the abilities of the Create Tool and the artist in new and exciting ways. Mixing photos with art is also totally OK! Artists can use all tools within the App, including the create tool, menu items, photos, existing emoji, etc. Have fun!! Express yourself!



Legibility: Emojis are viewed at a very small scale. If a submission isn't legible at a tiny scale, it may be difficult to judge. It doesn't matter how fabulous the design is, it should be legible in small sizes.

The decisions of the judges are final and binding. In the event of a tie between Eligible Emojis, the tie will be broken by an additional judge who will judge the Eligible Emojis that are tied based on the criteria listed above.

5. Contest Prizes. Sponsor will award the prizes specified below (each a “**Judging Prize**”) to the top 3 Judging Winners.

<u>Judging Prize (in US Dollars)</u>	<u>Placement</u>
US\$750	1 st
US\$500	2 nd
US\$250	3 rd

Total Value of all Judging Prizes is \$1500 USD.

6. “Likes” Give Away and Prizes. As part of the Contest, Sponsor also will give US\$250.00 (the “**Likes Prizes**”) to each of the first 10 Contestants (the “**Likes Winners**”) with 100 “Likes” for a single emoji they create using the Amojee App, which is initially posted within the Contest Period and which is tagged with SFCONTEST0120. The 100 Likes must occur within the Contest Period.

7. Additional Prizes Terms.

- If Sponsor does not receive a sufficient number of Eligible Entries meeting the requirements listed in these Official Rules, Sponsor may, at its sole discretion, select fewer than 3 Judging Winners and award fewer than 10 Likes Winners.
- Sponsor will announce the Judging Winners and the Likes Winners (collectively “**Winners**”), at 5:00pm (PST) on January 30, 2017, by a posting on the Amojee Facebook Page. Winners also will be contacted by text via the Amojee App.
- Subject to the above, all Judging Prizes and Likes Prizes (collectively “**Prizes**”) will be awarded. No Prize substitution, except as allowed by Sponsor which reserves the right to offer a prize of equal/greater value.
- Each Winner may be required to provide proof of age and to execute appropriate tax releases or similar documents (the “**Required Materials**”).
- Each Winner must provide their Required Materials, if any, to Sponsor within 14 days following request, or the associated Prize will be forfeited. In the case of such a forfeiture, (a) for the Judging Prizes, it will be awarded in equal amounts to the other Judging Winners who comply with the requirements set forth in these Official Rules; and (b) for the Likes Prizes, it will be awarded in equal amounts to the other Likes Winners who comply with the requirements set forth in these Official Rules.
- The Prizes will be sent to the applicable Winners within 14 business days of the announcement of the Winners or 7 business days after Sponsor receives the Required Materials, if any, from the particular Winner, whichever is later.
- Payment will be made by check (mailed), via Paypal, or via Western Union, or via wire as determined by Sponsor.
- Sales taxes, if any, and income taxes are the responsibility of each Winner.
- Each Winner, by entering the Contest, consents to the inclusion of his or her name on a list of Winners made available by Sponsor as indicated in these Official Rules.
- Sponsor will pay the costs of delivery of each Prize.

8. Agreement to Terms and Grant of Rights. By posting an emoji, each Contestant hereby agrees to the Terms of Service and Privacy Policy for the Amojee App located at <https://www.amojee.com/tos/>. In addition, each Contestant hereby grants to Amojee a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license, with right of sublicense, to use, reproduce, modify, create derivative works of, distribute, disclose, perform and display, each emoji posted to the Amojee App, whether or not it is an Eligible Emoji, and whether or not posted prior to, during, or after, the Contest Period. Each Contestant also consents to the use of their name and related information by Sponsor and its agents and assignees for display and publishing in any media, now known or hereafter developed, without compensation, in any and all advertising and promotional materials relating to the Contest, and in conjunction with other promotions that may be offered by Sponsor. The Amojee App account registration information will be used to contact each Winner. In addition, any such information also may be used and disclosed as set forth in the Sponsor privacy policy for the Amojee App.

9. Indemnity. By entering the Contest, each Contestant agrees to defend, indemnify and hold harmless Amojee, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from such Contestant's: (a) use of and access to the Amojee App or participation in the Contest; (b) violation of any term of these Official Rules; or (c) violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Official Rules and the Contest.

10. General Release. Sponsor, and its subcontractors will not be responsible for: (a) emojis that are not properly posted or posted in a manner that does not make them an Eligible Emoji, (b) technical failures of any kind, including, but not limited to telephone, electronic, hardware, software, network, Internet, or any other computer and communications related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Sponsor; or (d) any technical or human error such as printing or typographical or administrative errors in any materials associated with the Contest.

11. Winners List; Rules Request. For a copy of the Winners list, send a stamped, self-addressed, business-size envelope after January 30, 2017 and before March 30, 2017 to Sponsor at the following address: Amojee Masterpiece Contest-Winners List, c/o Amojee, Inc., 349 Cobalt Way, Sunnyvale, CA 94085. To obtain a copy of these Official Rules, send a stamped, self-addressed business-size envelope to Sponsor at the following address: Amojee Masterpiece Contest- Rules Request, c/o Amojee, Inc., 349 Cobalt Way, Sunnyvale, CA 94085.

12. Other Terms.

- To the extent permitted by applicable law, the Contest and these Official Rules will be governed, construed and interpreted under the laws of the state of California, USA.
- These Official Rules are subject to any requirements/limitations imposed by the Federal Communications Commission.
- The Contest is subject to applicable Federal, state, provincial and local laws and regulations.
- Contestants agree to be bound by these Official Rules and by the decisions of the Sponsor and the judges, which are final and binding in all respects.
- Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control affect the administration, security or proper play of the Contest or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the operation of the Contest or the Amojee App or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner.
- Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Sponsor. The Contest is sponsored by Amojee, Inc., located at 349 Cobalt Way, Sunnyvale, CA 94085.