Terms and Conditions Of The <JetBrains Asteroid GameChallenge>

NO PURCHASE IS NECESSARY TO PARTICIPATE IN THIS CHALLENGE

By participating, all participants in the [JetBrains Asteroid Game Challenge] (the "**Challenge**") agree to the following terms and conditions:

1. **ORGANIZER**: JetBrains s.r.o., Na Hrebenech II 1718/8, Prague 4, 14700, Czech Republic.

2. SCHEDULE:

- a. The Challenge begins at 12:01 a.m. on May 4, 2024, and ends at 11:59 p.m. on May 18, 2024.
- b. The winners will be announced on May 31, 2024, and each winner will be notified by email or via DM.
- c. Entries submitted before the start date or after the end date will not be considered.

3. ELIGIBILITY:

- a. The Challenge is open to individuals who are 18 years of age or older. It is void where prohibited by applicable law. Limit is one entry per person. Proof of sending or submission will not be deemed proof of receipt by JetBrains.
- b. The following categories of people are NOT eligible to enter the Challenge:
 - i. Employees of JetBrains s.r.o. or its subsidiaries, affiliates, or resellers;
 - ii. Their immediate family members and/or persons living in the same households.

4. CHALLENGE:

- To enter the Challenge, participants need to play the following game: <u>https://lp.jetbrains.com/new-page-2800/</u> and access the published tutorial to understand its basics: <u>https://mb-asteroids.jetbrains-guide.pages.jetbrains.team/guide/gamedev/tutorial</u> s/build-asteroids-unity-with-rider/
- b. Participants need to use their coding skills to enhance the game.
- c. JetBrains will select winners who introduce innovative gameplay elements and demonstrate strong code enhancements, with a focus on quality refactorings that improve the game script.
- 5. PRIZES: All 4 winners will be notified that they have received a <u>1-year subscription</u> to All Products Pack for Individual Use unless they are found to have violated these rules. The subscription cannot be used multiple times and cannot be used for JetBrains IDEs business/commercial subscriptions. The subscription shall be activated within one year, otherwise it expires.

6. TERMS OF PRIZE AWARDS:

- a. All awards of prizes are subject to these terms and conditions. Prizes cannot be redeemed for cash, transferred, assigned or substituted, except that JetBrains reserves the right to change or replace the prize at any time in its sole discretion with prize(s) of greater or comparable value. JetBrains reserves the right to cancel this challenge at any time without notice or obligation. The reporting and payment of all applicable taxes, fees, surcharges, or governmental duties of any kind arising out of or related to acceptance or use of a prize are the sole responsibility of the winner of that prize. JetBrains reserves the right to retain any tax withholdings applicable under the relevant legislation.
- b. Each winner may be required to sign and return an affidavit of eligibility, a signed copy of these terms and conditions, documents required under relevant tax legislation, and/or a liability/publicity release (except where prohibited by law), and shall provide any additional information required by JetBrains. Failure to provide, or any delay in providing, such requested information or documentation may result in disqualification. The return of any prize or prize notification as undeliverable or repeated inability by JetBrains to contact a potential winner using the means of contact provided may result in disqualification and the selection of a different winner.
- c. The prize draw is open to residents of all countries which are not subject to comprehensive EU, U.S. or U.N. sanctions and export control restrictions, such as North Korea, Iran, Cuba, Syria, Russian Federation, Belarus, the Crimea region, territories of the so-called entities of the Donetsk and Luhansk People's Republics or non-government-controlled areas of the oblasts of Ukraine such as the Kherson and Zaporozhye oblasts. Persons targeted by the EU, U.S. or U.N. sanctions cannot participate too.
- 7. **WINNER NOTIFICATION**: Prizewinners will be notified on or before May 31, 2024 via DM or email. A winners' list will also be posted on JetBrains' social media account and may be publicized by other means at its discretion. Any party submitting an entry and entering the Challenge agrees to these terms and grants JetBrains permission to publish winners' social media handles in any medium.

8. MISCELLANEOUS:

- a. JetBrains may discontinue, cancel, or reschedule the Challenge for any reason or no reason, in its sole discretion. Any entries determined to violate these terms and conditions shall be void. Persons who tamper with or abuse any aspect of this Challenge (such as, by way of example but not limitation, using more than one account to endeavor to garner more than one prize), as solely determined by JetBrains, will be disqualified and their eligibility terminated. Should any portion of the Challenge be, in JetBrains' sole opinion, compromised by causes which, in the sole opinion of JetBrains, corrupt or impair the administration, security, fairness or proper play of the Challenge, or submission of entries, JetBrains reserves the right at its sole discretion to suspend, modify or terminate the contest.
- b. If JetBrains is prevented or hindered in any way in its administration of the Challenge or its ability to deliver the prize(s) to the prizewinner(s), it may, in its

sole discretion, stop the Challenge and recommence it at another time under the same conditions, or select another winner.

- JetBrains is not responsible for any incorrect or inaccurate information, or for any C. of the equipment or programming associated with or utilized in this Challenge, or for any technical error that may occur during the administration of this Challenge. JetBrains assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or theft, destruction, or unauthorized access to, or alteration of, any submissions.
- d. PARTICIPANTS ENTER THE CHALLENGE AT THEIR OWN RISK. JETBRAINS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CHALLENGE. IT SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CHALLENGE. JetBrains assumes no responsibility for any computer, online, or telephone transmission or technical malfunctions that may occur during participation in the Challenge. It is not responsible for any incorrect or inaccurate information, whether arising from website users, Challenge participants, or any of the equipment or programming associated with or utilized in the Challenge, or for any technical or human error which may occur in the processing of Challenge submissions. JetBrains assumes no responsibility for any error, interruption, defect, or delay in operation or transmission, failures or technical malfunction of the internet, or any telephone networks or lines, computer online systems, servers, computer hardware, software, or email service providers. It is not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Challenge (if applicable). Some jurisdictions may not allow certain limitations on liability and so the foregoing limitations may not apply to every participant.
- e. To the extent permitted by the law, JetBrains will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property because of any person entering the Challenge or accepting or using any prize, including, without limitation, non-receipt of any prize or damage to any prize in transit.
- f. The Challenge and these terms and conditions are governed by the laws of the State of New York; by entering the Challenge, participants agree that these laws are applicable to them, and all participants agree to personal jurisdiction and venue therein.
- g. These terms and conditions constitute the final, complete, and exclusive understanding between JetBrains and any entrant with respect to the entrant's participation in the Challenge, and supersede any prior or contemporaneous representations, rules, or agreements, whether written or oral.
- PRIVACY POLICY: To participate in the Challenge, the processing of personal data is necessary, and the following data will be processed for each participant: name/nickname, surname, e-mail address, social media handle (if applicable) for a period of three months after the end of the Challenge. For more information on the processing of personal data, please click here:

https://www.jetbrains.com/legal/docs/privacy/privacy/