



**VISA DEVELOPER COMMUNITY CONTEST
OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN.**

- 1. ELIGIBILITY:** The Visa Developer Community Contest (“Contest”) is open only to legal residents of the fifty (50) United States and District of Columbia (excluding PR), who are 18 years of age or older and are Visa Developer Center Community members as of April 15, 2019 (“Entrant”). Void in Puerto Rico and where prohibited. Employees of Visa U.S.A. Inc. (“Sponsor”), Visa Inc., Visa International Service Association, and each of their respective parents, successors, affiliates, subsidiaries, trustees, prize suppliers, and advertising and promotion agencies, Don Jagoda Associates, Inc., and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, the “Releasees”), and each of their immediate family members (spouse, parents, children, siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of each of these individuals, whether related or not, are not eligible to enter or win. Contest is subject to all applicable federal, state, and local laws. The Contest is governed by U.S. law.
- 2. CONTEST TIMING/DESCRIPTION:** Begins at 9:00:00 AM Eastern Time (“ET”) on April 16, 2019, and ends at 11:59:59 PM ET on April 23, 2019 (“Promotion Period”).
- 3. TO ENTER:** During the Promotion Period, visit the Visa Developer Community Forum, <https://community.developer.visa.com/t5/forums/recentpostspage/post-type/thread/category-id/Discussion> (“Website”) and provide your answer (maximum 1,000 characters) to the question, “What do you enjoy most about working with the Visa Developer platform?” (“Entry”). See Entry Requirements below. Limit one (1) Entry per person. All Entries must be received by 11:59:59 PM ET on April 23, 2019 to be included in the Contest judging. By entering, Entrant understands that the Entry, in its entirety or any portion thereof, may (in Sponsor’s sole discretion) be posted on the Sponsor’s websites and/or used in other Sponsor-selected media, and may be posted on other non-affiliated websites. All Entries must be complete to be eligible. All Entries become the property of Sponsor and will not be returned, and Sponsor will not verify receipt of Entries. Normal Internet and/or mobile device access and data/usage charges imposed by Entrants’ online and/or mobile service will apply and are Entrants’ sole responsibility. Sponsor is not responsible for lost, late, misdirected, corrupted, incomplete or damaged Entries. Proof of submission is not proof of receipt by Sponsor.

Entry Requirements: Entries must have a maximum of 1,000 characters. Entries must be in English and must comply with these Official Rules, as determined in Sponsor’s sole discretion, to be eligible. All Entries must be unique and the sole, original work of the Entrant. Entrants may not copy or otherwise plagiarize any portion of the Entry from any other source. Modifying, enhancing or altering a third party’s pre-existing work does not qualify as an original work. In such an event, the Entry will be disqualified from the Contest. The Entrant must own all rights in and to the Entry. Entries must be in keeping with Sponsor’s image, or they will be disqualified. The Entry may not contain obscene, profane, lewd, defamatory or inappropriate text or images; and may not include nudity, acts of violence, acts that appear to cause injury or harm, or acts that are illegal or dangerous, as determined in Sponsor’s sole discretion. Entries also may not contain any third party materials, or any materials that violate or infringe (or may be at risk of infringing) any third party rights, including without limitation copyright, trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights. Entries should not contain brand names or logos (other than Sponsor’s) or other personal or proprietary materials of any entity or person living or deceased. Sponsor has the sole discretion to determine whether an Entry qualifies as an eligible Entry. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. By entering, Entrant agrees to waive any rights they may have to the Entry submitted. Entrants and winner acknowledge and agree that their Entries become the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use Entries (or excerpts of Entries) in any way it sees fit. By entering, Entrants



acknowledge compliance with these Official Rules, including eligibility requirements.

- 4. CONTEST JUDGING AND WINNER NOTIFICATION:** All Entries submitted will be judged by a panel of Sponsor representatives (“Judges”), based on the following criteria: Originality/Creativity of Entry – 35%; Appropriateness to Theme – 25%; Clarity – 20%; Use of Specific VDP feature – 20% (collectively, the “Judging Criteria”) to determine one (1) Grand Prize winning Entry. In the event of a tie, tied Entries will be re-judged by the Judges based 100% on Originality/Creativity of the Entry. Sponsor/Judges’ decisions are final with respect to all matters relating to the Contest. By participating, entrants agree to the decisions of the Judges, which shall be final and binding in all respects. No information regarding Entries or judging will be disclosed to any third party not involved in the conduct of the Contest. The entrant whose Entry is determined as the potential Grand Prize winner will be notified by overnight or U.S. Mail, and/or telephone/email on/about May 3, 2019 and will be required to sign an affidavit of eligibility/liability release/assignment of rights, a publicity release, where legal, and return these properly executed documents via fax/email within three (3) days of notification. Non-compliance within this time frame and/or with these Official Rules, Sponsor’s inability to contact potential winner within a reasonable time period, prize notification returned as undeliverable, or if found to be ineligible, said potential Grand Prize winner will be disqualified. If potential Grand Prize winner is disqualified for one of the reasons mentioned above, an alternate Grand Prize winner will be determined in the same manner for the Grand Prize winner as described above.
- 5. GRAND PRIZE & APPROXIMATE RETAIL VALUE (“ARV”):** One (1) Grand Prize: A trip for the winner only to Paris, France from June 6, 2019 – June 9, 2019. Grand Prize includes round-trip economy class air transportation for one (1) person from a major U.S. gateway airport nearest the winner’s home to Paris, France, three (3) nights’ hotel accommodations (one room, single occupancy), one (1) admission ticket to the FIFA™ Women’s World Cup Opening match on June 7, 2019 (“Women’s World Cup”), one (1) admission ticket with reserved seating to the Visa Everywhere Initiative: Women’s Global Edition Finals on June 7, 2019 (“VEI Finals”), ground transportation from/to hotel/VEI Finals and from/to the Women’s World Cup/hotel, a Visa® prepaid product valued at \$400 USD, and Sponsor-specified FIFA™ Women’s World Cup merchandise. Grand Prize will also include \$1,500 (awarded in the form of a check) that can be used toward the payment of income taxes associated with the Grand Prize. ARV: \$6,500. No substitution, cash equivalent, or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute the Grand Prize (or portion thereof) with one of equal or greater value, except as otherwise provided herein. Any and all other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the winner, including, without limitation, all federal, state, and local taxes. All terms & conditions apply to Visa Prepaid Product. Grand Prize details are at Sponsor’s sole discretion.

Grand Prize Travel Restrictions

Actual value of trip depends upon the city of departure, time of travel, any airfare fluctuations and or current market conditions at time of Grand Prize fulfillment, and any difference between the stated ARV and the actual value if any, will not be awarded. Trip must be taken on dates specified by Sponsor; Dates of departure/return are subject to change by Sponsor. The winner must possess valid travel documents (e.g. valid U.S. passport valid for at least 3 months after trip is completed) prior to travel. Trip is subject to air/hotel availability and other conditions and restrictions. Airline/flight times to be selected by Sponsor at its sole discretion; one or more stopovers may be required. Once trip has been booked, no change, extension or substitution of trip dates is permitted except by Sponsor, in its sole discretion. **Sponsor will not replace any lost or stolen tickets, travel vouchers or similar items once they are in winner’s possession.** Releasees shall not be responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the air carrier(s), hotel, or other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. Prize conditions may be added or modified by companies providing those portions of the Grand Prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional



restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. Winner is responsible for obtaining travel documents as well as travel insurance (and all other forms of insurance), that he/she may wish to obtain for the trip (at winner's own expense) and hereby acknowledge that the Releasees have not and will not obtain or provide travel insurance or any other form of insurance for the trip. Winner must comply with all venue and Women's World Cup and VEI Finals rules and regulations. Failure to do so may result in forfeiture of such portion(s) of the Grand Prize. Sponsor reserves the right to remove or deny entry to the winner if they engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the Women's World Cup or VEI Finals. If any portion of the Grand Prize or any other event or activity is unable to take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, inclement weather, or an event of force majeure, the remaining components of the Grand Prize will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation or substitution will be provided. In the event the winner (if 21+) consumes alcoholic beverages (not provided by Sponsor) while participating in any Grand Prize related activities, he/she does so at his/her own discretion and agrees to hold the Releasees harmless from any subsequent damages or third-party claims arising out of or related to such consumption.

6. **CONDITIONS OF PARTICIPATION:** By entering, Entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor and Judge, which are final and binding. By accepting the Grand Prize, winner consents to the use of his/her name, image, likeness, photograph, voice, Entry and biographical material for advertising, publicity, and promotional purposes by Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants release and hold harmless Releasees from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Contest or from the acceptance, possession, or use or misuse of the Grand Prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss or damage to property; and claims of third parties. Entrants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Contest.
7. **GENERAL:** Sponsor will collect information from the Entrants solely for the purpose of the Entries and to notify a potential Grand Prize winner. Sponsor will not share this information with any third party (except as necessary for the administration of the Contest), nor attempt to contact Entrant, unless Entrant has agreed to receive further information on Sponsor's products and promotions. Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Contest, including, without limitation, any error or problem that may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the Grand Prize, or any prize-related event, winner's inability to use the Grand Prize or in any Contest-related materials. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Contest at any time without notice and for any reason including, if in the Judge's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Contest. In the event of cancellation, Sponsor may void any Entries it suspects are at issue and, at its discretion, if terminated; judge the Entries (from those submitted prior to cancellation, if applicable) based on the same Judging Criteria listed above to award the Grand Prize. **Caution: Any attempt by an entrant or any other individual to damage or undermine the legitimate operation of the Contest**



may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek any and all remedies available from any such person to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate these Official Rules or interfere with this Contest in any manner.

8. **DISPUTES:** Except where prohibited, all issues/questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Jurisdiction and venue shall be solely within the State of California.
9. **ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, Entrant agrees that (i) any and all disputes and causes of action arising out of or connected with this Contest or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and Entrant further waives all rights to have damages multiplied or increased.
10. **WINNER'S NAME:** For the name of the Grand Prize winner, available after May 30, 2019, mail a self-addressed, stamped envelope by June 15, 2019, to: Visa Development Community Winner, c/o Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.
11. **SPONSOR & ADMINISTRATOR:** Sponsor: Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999. Administrator: Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.