

CONTEST IS OPEN TO APPLICANTS WHO ARE 18 YEARS OF AGE OR OLDER. NO PURCHASE IS NECESSARY AS A CONDITION OF ENTERING THE CONTEST. A PURCHASE WILL NOT INCREASE APPLICANT'S CHANCE OF WINNING. SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

VR FOR CHANGE ALCOVE CHALLENGE – OFFICIAL RULES

1. Introduction. AARP Innovation Labs (“**AARP**” or the “**Sponsor**”) and Games for Change (“**G4C**” or the “**Administrator**”) aim to inspire more people to think about how virtual reality (“**VR**”) games and experiences can enhance the collective quality of life as people age, and enable users across all ages to experience simple, beautiful, and impactful VR. This contest (the “**Contest**”), organized by G4C, invites individual or team developers (the “**Applicants**”) to submit a VR game or experience (the “**Submission**”) that promotes health and wellness for users, particularly aging adults, to be considered for publication on the Alcove VR platform, which AARP developed for the Oculus Go platform and mobile headset, and described more fully in Section 22(d) below (including any successor platforms or other VR platforms developed by or for AARP or G4C or their respective successors, the “**Platform**”). All Submissions will be considered for inclusion on the Platform. In addition, a panel of judges will select five (5) Applicants to present their Submissions at the XR for Change Summit in New York City on July 14, 2020 (the “**XR for Change Summit**”). The winning finalist will win a \$10,000 cash prize (the “**Prize**”).

2. Eligibility.

(a) In order to qualify, the Submission shall be compatible with the Platform. To ensure compatibility and facilitate development, AARP will exercise reasonable efforts to provide the Applicant with a ‘development sandbox’ version of the Platform, including resources necessary to create an experience within Alcove VR platform, such as the correct settings, key assets, scripts, and a mock-up of the relevant parts of the Alcove VR platform home (the “**Development Build**”). In order to gain access to and use the Development Build, the Applicant shall be required to sign and submit the non-disclosure and usage agreements with AARP, which will be sent to Applicants upon a favorable review of their Registration Form, as such term is defined below. The Development Build is solely operated by AARP and is offered to Applicants for use at their own risk and on an “if and as available” basis and “with all faults.” AARP shall have no liability for non-availability for any reason or for any failures of the Development Build, including without limitation data loss.

(b) Employees, affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies of either Administrator, and their immediate family members or persons living in the same household, are not eligible to participate in this Contest. The Administrator, in its sole discretion, shall make all eligibility determinations. By entering the Submission, the Applicant acknowledges and agrees with these Official Rules (the “**Rules**”) and the Administrator’s decisions, which shall be final and binding in all matters related to the Submission. Participation in this Contest, entering the Submission, and winning the Prize is contingent on fulfilling all requirements set forth herein.

3. How to Register and Enter. The Applicant shall visit the VR for Good Alcove Challenge Application Form, available at http://bit.ly/alcove_application and complete and submit the registration form (the “**Registration Form**”) by March 30, 2020 (11:59 PM Eastern Time). The Applicant shall enter the Submission on the Official Submissions Portal, available at http://bit.ly/alcove_submit by April 13, 2019 (11:59 PM Eastern Time) (the “**Deadline**”). G4C shall receive all Submissions on or before the Deadline and will not consider late submissions.

4. Requirements. The Submission, including all assets and code used therein, shall be the Applicant’s own original work, and shall meet all of the following criteria:

Technical Criteria:

- Only experiences (a) on the table in the living room, for example, board games, or (b) in a separate game room will be considered for inclusion within Alcove VR platform. All other experiences will be considered for inclusion in Alcove but will not be run within the Alcove environment;
- For experiences to be run within Alcove VR platform (not a separate APK), the Submission should be developed and tested within the Development Build:
 - Applicant are invited to import their existing work into the Development Build in order to proceed with integration;
 - The Development Build can accommodate experiences that fit within the Alcove VR platform, such as board games or smaller scale wellness experiences that fit on a tabletop, and larger scale experiences that do not come with their own complete environment and fit within a 20' x 30' room; and
 - The Development Build can also accommodate independent experiences that may be too large for the Alcove home and which will be launched in a new scene; however, Applicants shall be mindful of file size targets set forth below.
- Performance guidelines:
 - For a tabletop experience, the total number of triangles in the experience shall be 50,000 or less, and the total number of draw calls shall be 50 or less;
 - For an open game room experience, the total number of triangles in the experience shall be 125,000 or less, and the total number of draw calls shall be 75 or less;
 - For an own scene experience, the total number of triangles in the experience and scene shall be 150,000 or less, and the total number of draw calls shall be 100 or less;
 - The complete experience shall be 75MB or less when exported (this may require model optimization and/or a reduction in texture size, including the use of ASTC texture compression); and
 - Alcove VR platform uses use Single Pass Stereo Rendering, and experiences developed for Alcove VR platform shall support Single Pass Stereo Rendering. All builds shall be tested for Single Pass Stereo Rendering compatibility. Applicants shall avoid using any screen space effects or post processing unless thoroughly tested. These effects are computationally and/or graphically challenging for mobile VR.
- Tested for compatibility with the Oculus Go hardware;
- Be in English and target English-speaking users; and
- Under no circumstances may contain:
 - any brand names or trademarks other than those owned by the Applicant, or which Applicant has a limited license to use (as evidenced by documentation acceptable to the Administrator in its sole discretion), including for purposes of the Submission and the terms and conditions of these Rules;
 - any material that violates or infringes any other person's rights, including but not limited to privacy, publicity or intellectual property, or that constitutes copyright, trademark or patent infringement;
 - any material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; and
 - any material that is unlawful, in violation of or contrary to the laws or regulations of the United States or any state or of the country from which the Applicant submits the Submission.

Creative / Design Criteria:

- May center around any subject, theme, or activity relevant to healthy aging and/or intergenerational connection;
- Promotion of specific health and wellness outcomes is encouraged but not required;
- Ability to complete the entire experience in reasonable amount of time for a VR session; and
- Enable people across all ages to experience simple, beautiful, and impactful VR.

Target Audience:

- Intergenerational, with a significant sub-target of English-speaking parents and grandparents.

The Administrator shall determine compliance with the foregoing criteria in its sole discretion. The Administrator reserves the right to disqualify any Applicant whose Submission is deemed to be inappropriate, non-compliant with these Rules, or for any other reason.

5. Judging Criteria: The Administrator shall consider each entered and accepted Submission for inclusion on the Platform and shall select a jury of industry experts and developers (the “**Jury**”) to evaluate

each entered and accepted Submission. The Jury shall apply the following judging criteria:

- Effectiveness of promotion of positive health and wellness;
- Applicability to AARP users;
- Level of creativity and innovation in design;
- Functionality and user experience;
- Thoughtfulness of response and overall proposal; and
- Quality of overall materials.

6. Presentation of Finalists; Prize.

(a) The Jury shall select five Submissions (the “**Finalists**”) to be showcased and presented by their respective Applicants during a panel session at the XR for Change Summit, provided that such event is held as currently planned, or a substitute event in the discretion of G4C. Finalists will bear their own travel expenses to attend any such event.

(b) One Finalist will be selected by the Jury as the winner (the “**Winner**”) and the corresponding Applicant shall receive the Prize of \$10,000. The Prize is non-transferable, and no substitution shall be made except in the Administrator’s sole discretion. The Winner is responsible for all taxes and fees associated with the Prize, including but not limited to, all state, federal and income taxes. The Winner shall comply with all Administrator’s requests to execute any and all additional documentation in connection with the Prize, whether related to taxes, intellectual property, or otherwise. The Winner shall be required to sign and return a Declaration of Compliance, Liability & Publicity Release form, provide identification and any other documents reasonably requested by the Administrator, including, but not limited to, a W-9, W-8BEN or W-8BEN-E, as applicable. The Administrator may submit an IRS Form 1099 or other applicable form to report payment of such amount and of any other benefits provided.

(c) If the Administrator determines at any time that any Finalist has not complied in full with these Rules, the Administrator, in its sole discretion, may disqualify the Finalist, and have the Jury select an alternate Finalist or Winner using the judging criteria set forth above.

7. License Grant.

(a) The Applicant hereby grants to each AARP and G4C, and each AARP and G4C hereby accepts, a non-exclusive, perpetual, royalty-free, worldwide license and right to use, copy, display, distribute and perform, the Submission, including without limitation the title, characters, images and excerpts from the Submission (a) on the Platform, which may be displayed, distributed and performed through any media now known or hereinafter invented and (b) at live events and by any media now known or hereafter invented, including without limitation VR and AR headsets and displays, websites, social media accounts, mobile applications and printed materials, in each case provided in this clause (b) for the purpose of promoting the Submission, the Platform, and (c) for such other uses as may be approved by the Applicant in. The license and rights granted to each of AARP and G4C include the right to modify and create derivative works of the Submission solely for purposes of formatting or optimizing display and performance of the Submissions. For the avoidance of doubt, neither AARP nor G4C shall have any obligation to use, display, distribute or perform the Submission on the Platform or to exercise any rights in the Submission granted herein. Rights granted herein may be sublicensed, assigned or transferred by Administrator and its successors without consent.

(b) The Applicant waives all claims to receive any royalty or consideration of any kind now or in the future from the Administrator or its designees relating to or exercise for any use of the Submission, including copyright or trademark royalties, and the Applicant represents, warrants and agrees that no other party is entitled to claim any royalties from the use of the Submission.

8. Ownership.

(a) Except for the license rights set forth herein, the Applicant shall retain ownership of the Submission, including the copyright and all other intellectual property rights. All right, title, and interest in the Submission remain with the Applicant, in perpetuity, worldwide, with the right to make any and all uses thereof,

including, without limitation, for purposes of advertising or trade, except that any use of the Administrator's intellectual property, any reference to this Contest or the Platform shall be subject to the Administrator's prior written approval, which approval may be denied for any reason. The Administrator retains the right, except where prohibited by law, to use the Applicant's name, likeness, picture, address (city and state), e-mail address, voice, biographical information and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Platform, AARP and/or G4C, and each of their products or services, without compensation unless required by law. The Applicant shall have no right of approval, no claim to compensation, and no claim (including, without limitation, based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of the Applicant's name, likeness, picture, address (city and state), e-mail address, voice, biographical information and written or oral statements.

(b) AARP shall exercise reasonable efforts to credit the Submission to the Applicant whenever the Submission is used, displayed, distributed, or performed; provided, however, that neither AARP nor G4C will be liable in the event of any inadvertent or unintentional failure to provide such credit.

(c) The Applicant may request AARP to remove the Submission from the Platform; however, AARP, G4C, or their respective successors, may deny such request for any reason they deem appropriate.

9. Representations and Warranties. By submitting the Submission, the Applicant represents and warrants that (a) the Submission and/or entry into this Contest does not and will not violate the terms of any agreement to which the Applicant is a party to or conflict with any other obligation, (b) the Submission and exercise of the rights granted to the Administrator and its successors herein do not and will not conflict with or infringe any intellectual property rights of any other person or entity, including without limitation any copyright, trademark or trade secret, and (c) the Submission and exercise of the rights granted to the Administrator and its successors herein do not and will not conflict with any rights of privacy or publicity of any person.

10. Derivative Products. Except as expressly provided otherwise herein, the Applicant retains rights to use, reproduce, modify, publish, create derivative works from, and evolve the Submission in whole or in part, and to incorporate it into other works, in any form, media or technology now known or later developed, without any restrictions, including without limitation, in future trade, publicity and/or advertising for their products and/or services, unless prohibited by law.

11. Release Waiver. By participating in this Contest, the Applicant agrees to release and hold harmless the Administrator and its respective, affiliates, suppliers, distributors, advertising and promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, members, employees, licensors and agents, and others associated with the development and execution of this Contest (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in this Contest or receipt or use or misuse of any prize, or claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of the Administrator infringes the Applicant's rights with regard to any elements, characters, or ideas contained in the Submission. The Applicant acknowledges that their Submission may be similar or identical, in whole or in part, to another submission or other content posted or to be posted on the Platform; that any such similarity does not implicate or infringe any rights of the Applicant; and that the Applicant expressly waives the right to claim any infringement of their rights.

12. Publicity. Except where prohibited, participation in this Contest constitutes the Applicant's consent to the Administrator and its agents' use of the Applicant's (including, for the avoidance of doubt, each individual on Applicant's team, if applicable) name, likeness, picture, address (city and state), e-mail address, voice, biographical information and written or oral statements for advertising, marketing and promotional purposes in any media, worldwide, without further payment or consideration.

13. Rights of Use Materials. The Applicant waives the right to seek legal action regarding this Contest contents, process, and/or awards. The Applicant permits the Administrator to document and archive the entire Contest as a case study, including, but not limited to, the Applicant's Submission and any additional materials.

14. INDEMNIFICATION. THE APPLICANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE ADMINISTRATOR, ITS AFFILIATED ENTITIES, AND ITS SHAREHOLDERS, EMPLOYEES, DIRECTORS AND OFFICERS (“**INDEMNITEES**”), FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, COSTS (INCLUDING REASONABLE ATTORNEYS’ FEES) AND LIABILITIES (INCLUDING SETTLEMENTS), BROUGHT OR ASSERTED BY ANY THIRD PARTY AGAINST ANY OF THE INDEMNITEES DUE TO OR ARISING OUT OF THE APPLICANT’S ENTRY, THE SUBMISSION OR THE APPLICANT’S CONDUCT IN PREPARING THE SUBMISSION OR OTHERWISE IN CONNECTION WITH THIS CONTEST, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR TRADEMARK INFRINGEMENT, COPYRIGHT INFRINGEMENT; TRADE SECRET VIOLATION OR FOR VIOLATION OF AN INDIVIDUAL’S RIGHT OF PUBLICITY OR RIGHT OF PRIVACY; OR FOR DEFAMATION.

15. Not an Offer of Employment. Nothing contained in these Rules shall constitute an offer or contract of employment of any kind with any entity. The Applicant acknowledges that the Submission has been submitted voluntarily and not in confidence or in trust. The Applicant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between the Applicant and any of the Released Parties and that no such relationship is established by submission of any content or material pursuant to these Rules.

16. General Conditions. G4C, in their sole discretion, reserve 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 G4C’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by G4C, in its sole discretion. If the Contest is cancelled, suspended and/or modified, for any reason, the Administrator reserves the right to select the Finalists and Winner from among the Submissions received before G4C had to cancel, suspend and/or modify the Contest. G4C reserves the right, in its sole discretion, to disqualify any individual found tampering with the entry process or the operation of the Contest or acting in violation of these Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. The Administrator’s failure to enforce any term of these Rules shall not constitute a waiver of that provision.

17. Limitations of Liability. The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by the Applicants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software, or of the Development Build; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of the Submissions; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from the Applicant’s participation in the Contest, receipt, use or misuse of any prize.

18. Disputes. Except where prohibited, the Applicant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, including without limitation the rights and licenses granted with respect to the Platform or the Prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York, USA or the appropriate New York State Court; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ fees; and (c) under no circumstances shall the Applicant be permitted to obtain awards for, and the Applicant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Applicant and the Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, USA without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

19. Severability. If the application of any provision of these Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. The Administrator's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

20. Applicant Personal Information. Information collected from the Applicants is subject to the Administrator's privacy policies, available at gamesforchange.org/privacy-policy.

21. Contest Results. Results of the Contest shall be made available on G4C's website. The results of the Contest may also be obtained by the Applicant sending a self-addressed stamped envelope to "VR for Change Alcove Challenge" 205 East 42nd Street, 20th Floor, New York NY 10017, after _____, 2020. G4C shall provide such Applicant with the list of Finalists and Winner.

22. About AARP, G4C, AARP Innovation Labs and Alcove VR.

(a) AARP is the nation's largest nonprofit, nonpartisan organization dedicated to empowering people 50 and older to choose how they live as they age. With a nationwide presence and nearly 38 million members, AARP strengthens communities and advocates for what matters most to families: health security, financial stability and personal fulfillment.

(b) Games for Change is a nonprofit organization that facilitates the creation and distribution of digital games that serve as powerful tools in humanitarian and educational efforts and leverages entertainment and engagement for social good. G4C convenes diverse stakeholders, highlights best practices, incubates games, and helps create and direct investment into new projects.

(c) At AARP Innovation Labs, AARP develops cross-generational products with startups and AARP's own internal teams, shaping new solutions that empower people to choose how they live as they age.

(d) Alcove is a virtual reality platform that connects family members across generations by bringing them together in a world filled with immersive experiences. Built to help break down the barriers of social isolation, it helps to deepen bonds and create new memories with your loved ones as you journey to new places around the globe, share photo memories, relax with immersive meditation, engage in health and wellness activities, watch AARP shows or simply sit on your virtual couch and catch up – even when you're physically apart.

23. Several But Not Joint Liability. Where any obligation, representation, warranty or undertaking in the Rules is expressed to be made, undertaken or given by AARP or G4C, each such party shall be severally and not jointly responsible in respect of it.