

OFFICIAL PROJECT ARES 'GAME OF TITANS' CONTEST RULES
("OFFICIAL RULES")

NO PURCHASE NECESSARY

The Project Ares 'Game of Titans' (the "**Contest**") is sponsored by Circadence Corporation ("**Sponsor**"). By entering the Contest, you accept the terms of the Official Rules and agree to be bound by the Official Rules and the final decisions of Sponsor.

1. What Can I Win?

The top 10 finalists will compete for merchandise and other prizes totaling \$7,145.00. The finals will be held at Esports Arena located inside the Luxor Hotel & Casino in Las Vegas, Nevada. Travel and accommodations are not included. All Participants, including finalists and winners, are responsible for their own costs and expenses of travel and accommodations. Winners will receive the following prizes:

MVP Winner: Receives Larp Helmet and a free 6-month subscription to Project Ares®. Combined retail value of the MVP prize is approximately \$3,585.00.

Offensive Winner: Receives Google OEM Daydream AR Headset and a free 3-month subscription to Project Ares®. Combined retail value of approximately \$1,730.00.

Defensive Winner: Receives Bose Headphones and a free 3-month subscription to Project Ares®. Combined retail value of approximately \$1,830.00.

All prizes are non-transferable and no substitutions or exchanges or cash equivalents will be allowed except in the sole discretion of Sponsor. Sponsor reserves the right to substitute prizes of equal or greater value or approximately similar features for any prize mentioned in these Official Rules due to unavailability.

2. Who Can Enter?

You are eligible if you are 18 years of age or older as of 11:59 p.m., M.S.T. on July 25, 2018 (the "**Start Date**"), and you are a legal United States resident residing in one of the 50 United States or the District of Columbia at the time of the Contest. Participants must also have registered online at <http://titans.circadence.com/> prior to the Start Date.

You are not eligible to enter and will be disqualified if:

- You are an employee or director of Sponsor or other prize sponsors, or of an advertising, promotion, judging, production or publicity agency doing business with any of the above, or of any of their respective parents, subsidiaries, and affiliated companies (each, an "**Employee**"), or you are a member of the immediate family (parent, children, sibling, spouse, regardless of where they live) or live in the same household of an Employee (whether related or not) or of anyone connected with the production and distribution of this Contest.
- You have not complied with these Official Rules or the final decisions of Sponsor, in Sponsor's sole discretion.

3. How Do I Enter?

Fill in all the information requested on the Contest's online entry form, available at <http://titans.circadence.com/>. All entries must be received prior to the Start Date. Each entry should be submitted only once. Sponsor is not responsible for any changes or effects caused to your computer system

as a result of submitting electronic entries. Only electronic entries submitted via the electronic entry form provided on the website above will be accepted. Entries submitted via any other method, including but not limited to US Postal Service, fax, or express delivery service will NOT be accepted. Entries will not be acknowledged or returned.

You are considered to be an eligible “**Participant**” if you have (i) complied with all of the eligibility requirements set forth in Section 2 herein, and (ii) provided all of the following information in your online entry form:

- Name
- Email Address
- Phone Number
- Company
- Job Title

Sponsor may prohibit any individual from participating in the Contest or winning a prize if, in Sponsor’s sole discretion, Sponsor determines that said individual is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair practices; violates the Official Rules; or acts in any disruptive manner during the Contest.

By submitting your entry, you accept the terms of the Official Rules and agree to be bound by the decisions of the Sponsor, which will be final. You acknowledge you are responsible for your own travel costs incurred as a result of your participation in the Contest, including but not limited to, hotel, food, airfare, and other accommodations. You acknowledge that you are 18 years of age as of the Start Date, and you are eligible to participate in the Contest. You have reviewed the terms and conditions of Sponsor’s Privacy Policy, available at <https://www.circadence.com/wp-content/uploads/2016/08/Privacy-Policy-08-01-16-713322.pdf>, and you hereby accept such terms.

4. License to Entries.

Participant hereby grants to Sponsor an irrevocable, fully-paid, perpetual world-wide license to reproduce, edit, adapt, copyright, publish, transfer, distribute, perform, display and use any or all of the entries, without compensation to Participant or any third party. Notwithstanding anything in Sponsor’s Privacy Policy to the contrary, Participant agrees that its contact information, including his or her name and email address, may be shared with Sponsor’s representatives, contractors, affiliates and promotion agencies.

5. How Do I Win?

Participants will use Project Ares® software, the premiere, gamified cybersecurity training platform (“**Project Ares®**”) to complete hands-on, offensive and defensive mission scenarios. For every mission, there will be a leaderboard, and the rank of each Participant will be determined by the number of accumulated [aggregate] points earned at the end of each mission.

Practice rounds will be held at 1:00 p.m., M.S.T. on July 11, 2018 and continue through 11:59 p.m., M.S.T. on July 22, 2018.

The Qualification Round will begin at 8:00 p.m., M.S.T. on July 27, 2018, and end at 8:00 p.m., M.S.T. on July 28, 2018.

The top 10 finalists on the leaderboard at the end of the Qualification Round will compete live and in person, on-stage, as part of the Top 10 Final Round (the “**Final Round**”) on August 7, 2018 at 6:00 p.m., P.D.T., at Esports Arena, located inside the Luxor Hotel & Casino, 3900 S. Las Vegas Blvd., Las Vegas, Nevada 89119.

Entries not meeting Contest entry criteria will be disqualified. Finalists will be required to sign an authorization and release to grant Sponsor permission to the use such finalist's name, likeness and personal information in any media, including any and all interviews conducted in connection with the Contest, relating to their participation for publicity, promotion, marketing, advertising and other purposes without further notice or additional compensation, to promote the Contest and/or Sponsor, in substantially the form attached hereto as Exhibit A (a "**Photo Release**").

Finalists will be notified via email. Winners will be notified in person at the end of the Final Round, and may be required to submit additional information as necessary to complete the transfer of the prize to the winner.

Sponsor reserves the right to verify the validity and originality of any entry and/or Participant (including Participant's identity and address) and to disqualify any Participant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry.

6. Finalists and Winner Obligations.

Selected finalists will be required to sign a notarized Affidavit of Eligibility in substantially the form attached hereto as Exhibit B (an "**Affidavit**"), and a Photo Release and return these documents to Sponsor within forty-eight (48) hours of his or her receipt thereof. In the event that a selected finalist is ineligible, cannot be traced, or does not return an Affidavit and Photo Release in the time permitted, the Participant will be disqualified and an alternate finalist will be selected.

Selected winners must return any prize received if the representations made herein, in Participant's submission or in the Affidavit or Photo Release prove to be untrue and agree to indemnify defend and hold Sponsor harmless, against any and all claims, damages and expenses, including attorneys' fees, incurred as a result of any such misrepresentation. All winners shall be required to make themselves reasonably available for interviews during the time their entry and/or participation in the Contest is publicized locally or nationally to the media.

In the event that a selected winner is ineligible, or refuses the prize or an interview, the prize will be forfeited and Sponsor, in its sole discretion, may choose to award the prize to another Participant.

It is expressly understood that Sponsor is under no obligation to the winners other than as expressly set forth in these Official Rules. Sponsor shall not be responsible for any damages, taxes, or expenses that any winner might incur as a result of the Contest or receipt of any prize. The winners are solely responsible for all federal, state and local taxes and fees associated with the receipt of any prize.

7. Release and Indemnity.

Participant agrees to release, indemnify, defend and hold harmless Sponsor, its directors, officers, employees and representatives, and its contractors, affiliates, and promotion agency ("**Sponsor Indemnified Parties**") from any and all claims, losses, liabilities and demands arising out of or related to (i) Participant's participation in the Contest, (ii) Participant's downloading or accessing of Contest or entry materials, (iii) Participant's acceptance, possession, or use of any prizes, and, without limiting the generality of the above, from any loss of or damage to property or injury or death to any person while using the prize, participating in, or traveling to or from the Contest, or (iv) any claim that Participant's entry or a Sponsor Indemnified Party's use, distribution or commercialization of the Participant's entry or likeness violates any copyright, intellectual property right or other proprietary right of any party.

Winners and finalists waive the right to (i) assert against Sponsor the cost of winning a prize any and all costs of verification and redemption or travel to redeem that prize, and (ii) any liability claim which might arise from redeeming or seeking to redeem that prize.

Sponsor Indemnified Parties are not responsible for phone, network, electronic or computer hardware or software failure or technical failures of any kinds, lost or unavailable network connections, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor Indemnified Parties or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an individual's ability to participate in the promotion.

If for any reason a Participant's submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is the opportunity to provide another submission in the applicable Contest provided that the Contest has not expired.

8. Modifications.

Sponsor may revise these Official Rules (and/or cancel, modify or suspend the Contest (including altering prizes) if, its sole discretion, the Contest cannot reasonably be conducted as specified at any time. Such changes will be posted online and entrants, Participants and winners shall be legally bound by the Official Rules as updated, modified and/or amended.

9. Other Things You Should Know.

Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or related to this Contest or any prize awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the state or federal courts located in Boulder or Denver, Colorado, (ii) 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 Participant may not recover any attorneys' fees, costs, punitive, incidental or consequential damages, and (iii) to the extent not prohibited by applicable law, Participant waives any right to a jury trial in any forum in respect to any issue, claim or cause of action arising out of or based on the subject matter hereof. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligation of the Participant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules. Contest is void in whole or in part where prohibited, licensed, or restricted. Entries are void if Sponsor determines an entry to not be original, or if an entry is illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. Failure by Sponsor to enforce any of its rights or these Official Rules at any stage does not constitute a waiver of those rights. Participant hereby represents and warrants that it has read these Official Rules and is fully familiar with the contents.

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EXHIBIT A

AUTHORIZATION AND RELEASE

For valuable consideration received, I hereby grant to Circadence Corporation, and its contractors, affiliates, and promotion agencies (“**Sponsor**”) the absolute and irrevocable right and permission, in respect of the likeness(es) of me, with or without other persons, which are included in any photograph(s), video(s), interview(s), artistic rendering(s) or other representations which Sponsor has made, has had made or has otherwise obtained, to copyright the same, in its own name or otherwise (and assign my rights throughout the world in such photograph or video), to use, reuse, publish and republish, and otherwise reproduce, modify and display the same, in whole or in part, individually or in conjunction with likenesses of other persons, and in conjunction with any copyrighted or copyrightable matter, in any and all print, electronic, digital, social and other media now or hereafter known, for use, distribution, advertisement, marketing, publication, promotion, merchandising, and commercial exploitation in any medium, whether now known or hereafter created; and to use my name in connection therewith if Sponsor so chooses. I hereby release and discharge Sponsor from any and all claims and demands arising out of or in connection with the use of my likeness and or my name, including without limitation, any and all claims for libel or invasion of privacy, publicity, or similar claims, all rights under common law, any state law, the Lanham Act, and any and all claims for royalties or compensation.

Sponsor may sell, assign, license or otherwise transfer all rights granted to it hereunder. This authorization and release shall also inure to the benefit of any and all successors, assigns, and/or licensees of any of Sponsor's rights or interests in my likeness or in Sponsor’s business or assets.

I represent that I am of full legal age and have the right to contract in my own name. I have read this Authorization and Release in its entirety and fully understand its contents. This Authorization and Release shall be binding upon me and my heirs, legal representatives and assigns. I further release Sponsor and its contractors and affiliates from any and all claims of injury of any kind or nature suffered by me during any photography, video, interview or other session during which Sponsor obtained my likeness.

Signed: _____

Name: _____

Address: _____

Phone: _____

Date: _____

EXHIBIT B

AFFIDAVIT OF ELIGIBILITY

State of _____

County of _____

I, _____, reside at the address set forth below, and hereby certify as follows:

1. I am older than 18 years of age as of 11:59 p.m., M.S.T. on July 25, 2018.
2. I am a legal United States resident residing in one of the 50 United States or the District of Columbia as of 11:59 p.m., M.S.T. on July 25, 2018.
3. I am not an employee or director of Circadence Corporation (“**Sponsor**”) or other prize sponsors, or of an advertising, promotion, judging, production or publicity agency doing business with any of the above, or of any of their respective parents, subsidiaries, and affiliated companies (each, an “**Employee**”), or you are a member of the immediate family (parent, children, sibling, spouse, regardless of where they live) or live in the same household of an Employee (whether related or not) or of anyone connected with the production and distribution of the Project Ares ‘Game of Titans’ (the “**Contest**”).
4. I am submitting this Affidavit of Eligibility to Sponsor with the understanding that it will be relied upon by Sponsor in connection with my having been selected as a finalist of the Contest.
5. I represent that I have satisfied all of the eligibility requirements set forth in the official Project Ares ‘Game of Titans’ contest rules (“**Official Rules**”), which I acknowledge that I have read and understood, and any other requirements imposed by law.
6. I hereby represent and affirm that I have read, have complied with, and will continue to comply with all of the rules, regulations, terms and conditions set forth in the Official Rules.
7. I have not perpetrated and will not perpetrate any fraud or deception in connection with the Contest.
8. I have not sought to influence the outcome of the Contest other than by participating as expressly permitted by the Official Rules.

I hereby certify that I fully and completely understand the contents of this Affidavit of Eligibility, that the statements contained herein are true and correct, and I hereby sign it voluntarily, freely, and knowingly.

By: _____

Name: _____

Date: _____

Address: _____
