

Prepar3D v4 Screenshot Contest

CONTEST TERMS & CONDITIONS. NO PURCHASE NECESSARY TO ENTER.

These are the official rules that govern the operation of the Prepar3D v4 Screenshot Contest (the “Contest”) taking place from October 31-December 5, 2017. The object of this Contest is to create the most impressive in-simulation screenshots of Prepar3D v4. The screenshot you create and submit to enter the Contest will be called a “Submission.” Each individual who enters a Submission will be called an “Entrant.” Entry eligibility will be determined using the criteria described below. Judges will select a winners on December 7, 2017. The winner will receive the prize described below.

This Contest is sponsored by Lockheed Martin Corporation (“Sponsor”) and is in no way sponsored, endorsed or administered by, or associated with any third parties. **Void where prohibited by law or where prior registration or approval is required, including, but not limited to, Arizona, Puerto Rico and other US territories or possessions.**

Contest Timing: The Contest will take place during a single period (a “Submission Period”), as set forth in the chart below. An Entrant may make up to five (5) Submissions total. Two winners will be chosen and awarded a prize.

Submission Period	Time For Submissions	Approximate Time of Winner Announcement
Submission Period	October 31-December 5, 2017	1:00 pm PT; December 14, 2017

Only Submissions received during a Submission Period will be eligible to win a prize. A Submission will be eligible only for the prize awarded for the Submission Period during which the Submission was made. Sponsor will announce the winner at Prepar3D.com. To claim the prize, winner must provide Sponsor with the information described in section VI.D below and respond to Sponsor’s email within 7 days providing the address to which the prize should be mailed.

I. Eligibility.

A. This contest is open to individuals who meet all of the following criteria:

1. 18 years of age or over. Persons under 18 years of age may not make a Submission, but that person’s parent or legal guardian may make a Submission by such person;
2. not an employee of Sponsor or any Sponsor parent, subsidiary or group company;
3. not involved in any part of the administration and execution of this Contest;
4. not an immediate family (parent, sibling, spouse, child) or household member of
 - a) an employee of Sponsor or a Sponsor parent, subsidiary or group company;
 - b) a person involved in any part of the administration and execution of this Contest.

B. Each Entrant will be responsible for ensuring that their participation in, and entry into, this Contest is valid and in compliance with their relevant local law. This Contest is void where prohibited by law and where prior registration or approval is required including, but not limited to, Arizona, Puerto Rico and other US territories or possessions.

II. How to Submit a Screenshot

A. During a Submission Period, you may submit a publicly accessible link (URL) to a Prepar3D v4 screenshot (.jpg/.jpeg only) with a short description of the screenshot and a list of any add-ons visible to screenshot@prepar3d.com. Please do not attach any files to the email, the image file(s) must be hosted in a publicly accessible location. Submissions not received by the Sponsor through the dedicated email will not be entered into the Contest. Your screenshot must adhere to the Screenshot Submission Requirements included below and these Terms & Conditions. Submissions must be complete to be accepted and eligible to win. Sponsor reserves the right to verify the eligibility of winners.

III. Screenshot Submission Requirements:

- A. Limit five (5) screenshot Submissions per Entrant.
- B. Screenshot must be created during a Submission Period.
- C. Screenshot may not be owned, taken or edited by a professional developer (unless you have documented consent from the developer).
- D. Your Submission may not include information in the screenshot that is personal, private, or confidential to you or a third party.
- E. You must obtain any and all third party consents, approvals, or licenses required for you to make your Submission in writing.
- F. If your Submission includes any third party content you must have approval to use that third party content in writing from the third party developer and it must be included along with the Submission.
- G. Screenshot must not have been submitted previously in a sweepstakes or contest of any kind or exhibited or displayed publicly beyond social medial channels (*i.e.*, disclosed beyond your immediate circle of friends and family) through any means previously.

IV. Other Participation and Submission Requirements

- A. Submissions must be suitable for presentation in a public forum, in sole determination of the Sponsor.
- B. Submissions must not contain information known by you to be false, inaccurate, or misleading.
- C. Submissions must not contain material that Sponsor deems to be offensive, profane, vulgar, obscene, derogatory, inflammatory, or other inappropriate language or visuals.
- D. Submissions must not contain material that Sponsor deems to be defamatory, libelous, or slanderous.
- E. Submissions must not contain content that infringes any third party's copyright, patent, trademark, trade secret, right of publicity, right of privacy, moral rights, or any other applicable personal or proprietary rights.
- F. The Submission must not contain content that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising).
- G. Submissions must not contain content that engages in, encourages, advocates, discusses with the intent to commit, or provides instructions for conduct that would constitute a criminal or civil offense or would otherwise violate any federal, state, local, or international law or rule.
- H. Submissions must not contain material or content that is, or may reasonably be considered to

be, hate speech, whether directed at an individual or group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group or that is otherwise unlawfully threatening or unlawfully harassing to any individual, partnership, corporation, or political body.

I. Submissions must not contain material or content for which you were compensated or granted any consideration by any other third party.

J. Submissions must not contain content or materials in which you impersonate another person or entity.

K. Submissions must not disparage any other person or party affiliated with the Contest and administration of this Contest.

L. Submissions must not contain content that depicts alcohol or tobacco.

M. Submissions must adhere to the Screenshot and Submission Requirements and the entire Terms & Conditions of the Contest and the [Prepar3D End-User License Agreement](#). The Sponsor does not guarantee that participant will have any recourse through the Sponsor to edit or delete any Submission that is submitted.

N. Only Submissions received during the Submission Periods will be eligible to win a prize. A Submission will be eligible only for the prize awarded for the Submission Period during which the Submission was made.

O. Limit five (5) Submissions per Entrant. Any attempt by any Entrant to obtain more than the allowable number of Submissions by using multiple/different accounts, identities, registrations and logins, or any other methods may void such Submissions and that Entrant may be disqualified. Use of any automated or computer system to participate is prohibited and may result in disqualification. Normal Internet access and usage charges imposed by your online/mobile service may apply. All Submissions received will be subject to Sponsor's review and approval for compliance with these Terms & Conditions.

P. All submitted screenshots, at the discretion of Lockheed Martin, will be included in marketing materials, on Prepar3D.com, and in other media with the creator receiving credit in file meta information when deemed appropriate by Lockheed Martin.

V. Prizes

A. The winner will receive as a prize one (1) Prepar3D v4 Developer Polo Shirt.

B. The total estimated retail value of each prize is approximately \$39. No cash alternative to the prize will be offered. Winner may not exchange the prize for cash or any other merchandise or services. Sponsor reserves the right to substitute the prize (or any element of it) for an alternative one of the same or higher value.

C. Sponsor will not be liable to you for any delay, curtailment or non-occurrence of the Festival or any part of it, or any other part of the prize, which in each case arises from any cause or causes beyond Sponsor's reasonable control including without limitation any of the following: act of God, governmental act, war, terrorism, adverse weather conditions, fire, flood, explosion or civil commotion.

D. The prize is personal to the individual account holder making a Submission to enter the Contest. If selected as a winner, you may not designate someone else as the winner.

E. If you are selected as a winner of this Contest and you are unwilling or unable to accept your prize, Sponsor will award it to an alternate winner selected by the judges.

F. If you accept the prize, you will be solely responsible for all applicable taxes related to accepting the prize.

G. Winning screenshot will be included in marketing materials, on Prepar3D.com, and in other media with the creator receiving credit in file meta information.

VI. Winning Criteria

A. A panel of judges consisting of Sponsor's employees and at least one independent judge will review Submissions received during each Submission Period and select two (2) winning Submission for that Submission Period based upon the following criteria and weight:

- Prepar3D key capabilities demonstrated in Screenshot (25%),
- technical quality of Screenshot (25%),
- originality of Screenshot (15%), and
- visual quality and realism (35%).

B. Sponsor will announce the winners by a public posting on Prepar3D.com.

C. To claim the prize, winners must provide Sponsor with the information described in section D below and respond to Sponsor's email within 7 days providing the address to which the prize should be mailed. Sponsor may withdraw your prize entitlement and award the prize to an alternate selected winner if, within 7 days after Sponsor's email to you identifying you as a winner, you

1. do not respond to Sponsor; or
2. are otherwise unreachable for any reason; or
3. fail to provide Sponsor with the information described in section D below.

D. If your Submission wins, you must sign and return to Sponsor an Affidavit of Eligibility, Publicity and Intellectual Property Release and Liability Waiver ("Release"). The signed Release(s) should be submitted together by attaching them to an email sent to "screenshot@prepar3d.com," or (3) sending them via US Mail or other carrier to:

Attn: Prepar3D MP 620
Corporate Communications (Prepar3D)
Lockheed Martin Corporation
100 Global Innovation Circle
Orlando, FL 32825

E. If you do not provide Sponsor with all the information described in section D within 7 days after Sponsor's email to you identifying you as a winner, Sponsor may disqualify you and select an alternate winner.

F. The names of the judges will be made available on request by sending a stamped, self-addressed envelope to the Sponsor at the address below. The decisions of Sponsor's judges are final and binding in every circumstance (including any not covered by these Terms & Conditions). Sponsor will not enter into any correspondence concerning Sponsor's choice of winner or award of prizes.

G. If there is a dispute as to who is the winner, Sponsor will consider the winner to be the authorized account holder of the email account used to enter a Submission for the Contest.

VII. General Rules:

A. By participating in the Contest, Entrant agrees to be bound by the Terms & Conditions and the decisions of Sponsor. All Submissions will be declared made by the authorized email account holder at the time of Submission. "Authorized account holder" is defined as the natural person

who is assigned to an email account. The Sponsor and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the Contest. Sponsor reserves the right to cancel the Contest at any time and at its sole discretion. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the Submission process or the operation of the Contest; violates these Terms & Conditions; or acts in an unethical or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. 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, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms & Conditions shall not constitute a waiver of that provision. The Sponsor and its affiliates, officers, directors, agents, and employees will have no liability or responsibility for any claim arising in connection with your participation in the Contest. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the Terms & Conditions, the Terms & Conditions shall prevail, govern and control. None of the material that you submit shall be subject to any obligation of confidentiality on the part of Sponsor and its third-party service providers and agents or their respective directors, officers and employees.

B. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions, or the rights and obligations of the Entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Maryland. Any legal proceedings arising out of this Contest or relating to these Terms & Conditions shall be instituted only in the federal or state courts located in the State of Maryland, and each Entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Terms & Conditions or the Contest.

C. If any of these Terms & Conditions should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms & Conditions and the remaining terms shall survive and remain in full force and effect.

D. Entry to the Contest by making a Submission constitutes your acceptance of these Terms & Conditions and your agreement to be bound by them. These Terms & Conditions take effect immediately on your entry to the Contest. If these Terms & Conditions are not accepted in full, you should not enter the Contest.

VIII. Release and Grant of Rights

A. By making a Submission and participating in the Contest, you agree to release and hold harmless Sponsor and their respective subsidiaries, affiliates, suppliers, distributors, advertising agencies, and each of their respective parent and affiliate companies and each such company's officers, directors, employees and agents 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 or relating to participation in the Contest. Each Entrant grants to Sponsor, its parent

companies, affiliates, brands, subsidiaries, successors, licensees and agents and those they may designate from time to time (all of the foregoing, the “Licensed Entities”) a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sublicenseable and transferable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, display, and perform such Submission, in whole or in part, in any media, format, or technology, whether now known or hereafter discovered, and in any manner including all Festival and Contest advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from you (except where prohibited by law). Without limitation of the foregoing, making any Submission constitutes your agreement that the Licensed Entities are permitted (but are not obligated) to display the Submission online for public viewing and/or comment (whether on Licensed Entities’ web pages or on third party web pages), to incorporate the Submission in online and offline Festival or Contest advertising, marketing, and/or other commercial materials, and to reproduce, adapt and distribute the Submission in all media whether now known or later developed.

B. By making a Submission, you hereby release and discharge, on behalf of yourself and your successors, assigns and representatives, the Licensed Entities, and each of their respective officers, directors and employees from any and all claims, suits, actions, demands, liabilities and damages of any kind whatsoever arising out of or in connection with the use of such Submission by any of the Licensed Entities, including, without limitation, any and all claims for copyright infringement, invasion of privacy, violation of the right of publicity and persona, and/or defamation. Without limitation of the foregoing, in no event will you be entitled to, and you waive any right to, enjoin, restrain or interfere with (i) use of such Submission as permitted hereunder or (ii) the exploitation of any of the Licensed Entities’ rights hereunder. You understand that the Sponsor is relying upon the foregoing representations and warranties, grants of rights and licenses, and releases in permitting you to submit Submission. You acknowledge that you may not terminate or rescind the grants of rights and licenses and/or the releases contained herein. By making a Submission, if applicable, you irrevocably grant permission to the Licensed Entities to use your photo, name, likeness, and biographical information for publicity and Contest purposes as well as in, or in connection with the Contest, without further compensation, unless prohibited by law.

IX. Sponsor

A. The Sponsor of the Contest is Lockheed Martin Corporation and can be contacted through the following:

Attn: Prepar3D MP 620
Lockheed Martin Corporation
100 Global Innovation Circle
Orlando, FL 32825

Email: screenshot@prepar3d.com