

## Apple Design Awards – Affirmation of Eligibility

The award of any Apple Design Awards prize or trophy to any is subject to Apple's receipt of a fully executed AFFIRMATION OF ELIGIBILITY, OWNERSHIP OF SUBMISSION, RELEASE AND COMPLIANCE STATEMENT:

I, either individually or in conjunction with other eligible persons signing this Affirmation of Eligibility, Ownership of Submission, Release and Compliance Statement, do hereby declare, represent, and warrant that I am the rightful owner, or that my employer is the rightful owner, of the entry I have submitted in the Apple Inc. ("Apple") Apple Design Awards Contest and of all trademarks, copyrights, and/or patents associated with the entry and, to the best of my knowledge, I have the authorization of my employer (if applicable) to submit the entry.

I further declare, represent and warrant that I have not infringed on any third party rights, including copyrights, trademarks and rights of privacy and publicity, and that I have obtained the necessary written release(s) or permission(s) to use any third party rights or intellectual property, including the image(s) of any identifiable person(s), all copyrighted material, including but not limited to all music and all trademarks appearing in my contest entry. I agree that Apple has the right to verify the ownership and originality of my contest entry and that upon Apple's request, I shall submit a written copy of any release or permission I have received from a third party granting me the right to use such property. I understand that in the event my submission is selected as a winning entry by the judges, and my ownership rights and the originality of my entry cannot be verified to the satisfaction of Apple or is in any other way ineligible, the judges may select an alternate winner based on the same judging criteria.

I further declare, represent and warrant that I am not an employee of Apple, or any of its affiliates, subsidiaries, authorized resellers, or advertising or promotional agencies, nor am I connected with or related to them or any of their employees in any material way.

I further represent that I am at least 18 years of age and the age of majority in my state, province or country of residence and have complied with all of the OFFICIAL CONTEST RULES.

I further declare that I have perpetrated no fraud or deception in entering or in claiming any prize to which I may be entitled. I further declare that all statements made herein are true and correct and that these statements are made with the knowledge that willful false statements and the like so made will result in my disqualification. I agree to return to Apple any prize awarded to me if any statements made by me in this affirmation are false.

In the case of an entry that uses open source, I do hereby declare, represent, and warrant that the open source code portions of the entry are available under an OSI approved open source license, free of any claims by other parties.

I understand that upon receipt, entries become the property of Apple without monetary compensation to the entrant(s), and will not be returned. I will retain ownership of my intellectual property rights in my contest entry, subject to Apple's rights to reprint, display, reproduce, perform, and exhibit my contest entry for advertising and/or promotional purposes.

I hereby grant permission to Apple or anyone authorized by Apple to use statements, quotes, testimonials, photographs, designs, models, software, and/or any other material(s) provided by me as part of my entry in the Contest, as well as my name,

photograph, likeness, and, if applicable, the name of my company and affiliation, for advertising and/or promotional purposes without any additional compensation to me, unless otherwise prohibited by law.

(If you are a resident of Tennessee or any province or country that prohibits this as a condition of entry, you may complete this Affirmation without agreeing to this provision. If this applies to you, select the "This provision is VOID" checkbox below before completing this Affirmation and submitting it to Apple.)

This provision is VOID

I release Apple and its subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, losses, death, illness, accident or damages of any kind caused by any prize or resulting from my acceptance, possession, or use of any prize. I understand that Apple will not obtain insurance on my behalf, and I am fully responsible for obtaining my own insurance, should I desire it.

I expressly waive any right I may have under the law(s) of the country of my domicile and/or residency to have the OFFICIAL CONTEST RULES, this contest registration form, the official contest web site, and all correspondence with me written in the official language(s) thereof.

To the extent permitted by law, I understand that these terms shall be interpreted, and this contest shall be conducted, in accordance with California law, without giving effect to choice of law provisions. All disputes concerning these terms and this contest shall be adjudicated in the federal or state courts having jurisdiction over Santa Clara County, California, USA, and I hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date