



OFFICIAL RULES

SIMULATE A BETTER WORLD CHALLENGE

WILL INTERACTIVE'S *SIMULATE A BETTER WORLD CHALLENGE* IS OPEN TO INDIVIDUALS WHO AT THE TIME OF ENTRY ARE LEGAL RESIDENTS OF THE UNITED STATES AND 18 YEARS OF AGE OR OLDER; AND TO COMPANIES (FOR-PROFIT OR NOT-FOR-PROFIT), ASSOCIATIONS, FOUNDATIONS, EDUCATIONAL INSTITUTIONS, GOVERNMENT AGENCIES OR ANY OTHER ORGANIZATION LOCATED IN THE UNITED STATES. THIS CHALLENGE IS VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED BY LAW. NO PURCHASE OF ANY GOODS OR SERVICES IS NECESSARY OR REQUIRED TO ENTER. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN ENTRANT AND WILL INTERACTIVE, INC. ("WILL") ESTABLISHING THE TERMS AND CONDITIONS ("RULES") UNDER WHICH ENTRANT IS ENTITLED TO PARTICIPATE IN THE CHALLENGE. BY ENTERING THE CHALLENGE, ENTRANT CONFIRMS THAT ENTRANT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THESE RULES.

1. Challenge Description

To enter the Challenge, all Entrants are required to submit by the "Deadline" (defined below) a proposal containing contact information, socially relevant learning objective (one line), description of social issue and why Entrant believes a serious game simulation will help address/combat the problem (500 words), target audience description (100 words), marketing and distribution plan (500 words), biographical information and/or organizational information about the Entrant, person or organization (500 words) (an "Entry"). All Entries must be submitted digitally via the **online Entry Form** accessible on WILL's website at www.willinteractive.com. The online entry form will be activated and open for Entries by December 14, 2011. All Entries will be reviewed by WILL, which will select in its sole discretion up to five (5) finalists from the Entries. No Entry will be eligible for consideration if submitted after the Deadline. The finalists will be notified no later than March 14, 2012. The winners will be announced no later than April 11, 2012.

2. Eligibility

WILL Interactive's *Simulate a Better World Challenge* ("Challenge") is open to individuals who at the time of entry are legal residents of the United States and who are at least 18 years of age or older; and to companies (for-profit or not-for-profit), associations, foundations, educational institutions, government agencies or any other organization located in the United States (each person or organization submitting an Entry is an "Entrant"). The following persons are not eligible to enter the Challenge: employees of WILL Interactive, Inc. and the immediate family members (spouse, parent, child, sibling and spouse or stepchild) and those living in the same households of such ineligible persons.

3. To Enter

To enter the Challenge, Entrants must:

- a. Read and agree to these Rules;
- b. Create a Proposal (Entry);
- c. Complete our **online Entry Form**;
- d. The Entry deadline is 11:59:59 pm EST on February 29, 2012 (the "Deadline"). Entries that do not include all required information, or do not adhere to the Rules will be deemed void and will not be considered in the judging of this Challenge.

To submit an Entry in the Challenge, Entrant must click on the **online Entry Form**, enter the requested information, and reconfirm that Entrant has read and accepted these Rules. If Entrant does not complete this registration step, Entrant's Entry will not be entered into the Challenge. WILL is not responsible for Entrant's failure to timely complete the registration and Entry submission process. Each Entrant may enter only one (1) Entry in the Challenge.

4. Review of Submissions and Evaluation Criteria

- All Entries will be reviewed by judges selected by WILL, utilizing the following evaluation criteria:
- Potential to make a positive social impact
- Size and demographic of intended audience
- Entrant's experience in the subject matter addressed by the Entry
- Entrant's marketing and distribution plan
- Entrant's relevant experience

There will be two rounds of judging:

- (1) An initial submission round followed by an announcement of up to five (5) finalists; and
- (2) Each finalist will be required to give a "pitch" via telephone conference call to the judges

As part of the finalist selection process, extracts from Entries may be posted online on WILL's website, where visitors to WILL's website can vote for their favorite topic or idea. The online voting component will not be determinative of the outcome of the Challenge, but will be taken into account as a relevant consideration, and may, in WILL's discretion, be used as a tie breaker where all other substantive criteria are equally met. The judge's decisions are final.

5. Conditions of Entry

Entrant represents and warrants that the Entry and all elements thereof are or will be Entrant's original work product created solely by Entrant, and that neither the Entry nor WILL's use of the Entry as contemplated by these Rules will infringe or violate any rights of any person or entity, nor shall WILL be required to pay or incur any sums to any person or entity as a result of its use of the Entry. Entrant represents and warrants that the Entry has not been published previously in any media or submitted to any other game development company. Entrant represents and warrants that he/she/it owns all rights to his/her/its Entry, with full power and authority to assign all rights therein to WILL. WILL's determination as to whether the Entry potentially violates the rights of any third party is final, and may be made in WILL's sole discretion.

No Entries will be returned. Selection of an Entry as finalist does not mean the Entry has been deemed to be in compliance with these Rules. Entries that do not comply with these Rules, as determined solely by WILL, will be disqualified.

WILL, its assignees and licensees, shall have the perpetual worldwide right, but not the obligation, to use the Entry and Entrant's name, image, photograph, voice, performance, likeness or biography ("Persona") in connection with the Entry, in all media now or hereafter known, to publicize the Challenge, and in the case of the winning Entry(ies), to commercialize products embodying, based on or adapted from the winning Entry(ies).

6. Winning Entry

The Entry(ies) declared winner(s) of the *Simulate a Better World Challenge* will be further developed by WILL for production of a virtual experience immersive learning simulations (VEILS®) serious game based on the subject matter of the Entry (a "Simulation"). The development of the Simulation will be completed by WILL at its own expense. Although no particular level of production budget is promised, and WILL may develop each Simulation in accordance with its sole determination of the production budget appropriate for each Simulation developed from a winning Entry, production costs for Simulations, which vary based on the size, scope and complexity of the Simulation. It is expected by WILL that the internal development costs of the simulation contemplated herein would be valued at approximately Five Hundred Thousand Dollars (\$500,000).

The winning Entrant's name will be used in connection with marketing and distribution any such products that are produced by WILL. The size, placement, and frequency of appearance of the winning Entrant's name shall be in WILL's sole discretion. Nothing herein shall require WILL to manufacture and sell, or to continue the manufacture and sale of products embodying

the winning design if WILL, in its sole discretion, determines at any time that the manufacture and sale of such products, or the continued manufacture and sale of such products, is not in WILL's business interest.

Provided that Entrant complies with these Rules, including, without limitation, participation as subject matter expert in the development process as set forth in 9(b), below, each winning Entrant will be entitled to:

- (1) A worldwide, free, perpetual license to use the Simulation developed from Entrant's Entry, for internal use and distribution (at no cost to end users) within Entrant's organization (if applicable), or otherwise in accordance with the marketing and distribution plan set forth in the Entry;
- (2) The opportunity for organization Entrants to co-brand the Simulation with WILL, in accordance with the marketing and distribution plan.
- (3) A royalty of twenty five percent (25%) on net revenues received by WILL from Entrant's sales of the Simulation developed for the winning Entry in accordance with the marketing and distribution plan submitted in connection with the Entry (as such marketing and distribution plan may be further developed and agreed between Entrant and WILL as provided in 10(b) below). It shall be the Entrant's responsibility to track and report all sales made directly by the Entrant to WILL in order to receive a sales royalty on Entrant reported sales. Any sales that are not reported to WILL by the Entrant are not subject to a sales royalty. Any and all sales of the VEILS® contemplated herein, and any potential royalties distributed therewith, will be completed and accounted for only by WILL. There will be no royalty offered on net revenues received by WILL from sales or licensing of the Simulation developed for the winning Entry by WILL or any other sales and distribution medium under WILL's control. It is expected that a royalty agreement subject to the terms in this paragraph 6(3) shall be consummated prior to the official release of the VEILS® contemplated herein.

7. Intellectual Property

In consideration of the opportunity to participate in the Challenge, winning Entrants agree that WILL shall be the owner of the Entry, and of the rights therein as follows: In the event Entrant's Entry wins the Challenge, Entrant hereby assigns and agrees to assign to WILL, all right, title and interest in and to the Entry, including without limitation, any and all worldwide copyright, patent, design, trademark and other intellectual and industrial property rights described or otherwise embodied in the Entry, including the worldwide perpetual right to use and commercialize the Entry and derivatives thereof in any manner that WILL may determine (or to refrain therefrom), without any further obligation to Entrant, except as specifically provided in Section 8 below. Entrant further agrees that as a condition of using the Entry, WILL may require Entrant to execute one or more separate short-form copyright, patent, design or other intellectual property assignments. Entrant hereby grants to WILL a non-revocable, transferable, unrestricted, non-exclusive, royalty-free, worldwide license ("Evaluation License") to copy, reduce to practice, and otherwise use the Entry and all intellectual property rights therein in any manner WILL deems necessary or desirable to evaluate the Entry in connection with the Challenge and, should WILL elect to publicize the Challenge or the Entry, to make publicly available in any and all media, now or hereafter known, throughout the world in perpetuity, including the right to upload, display and transmit the Entry in connection with the Challenge on WILL's Website or otherwise. Entrant irrevocably grants WILL and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual worldwide right (but not the obligation) to use Entrant's Persona and/or statements regarding his/her/its participation in this Challenge (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without compensation to, or approval from, the Entrant or any other party, and whether or not Entrant's Entry is judged a finalist or winner of the Challenge. ENTRANT WAIVES ALL INTELLECTUAL PROPERTY RIGHTS, PRIVACY/PUBLICITY RIGHTS AND ALL OTHER LEGAL RIGHTS THAT MIGHT PRECLUDE WILL'S USE OF THE ENTRY OR ENTRANT'S PERSONA AS AFORESAID, AND AGREES NOT TO ASSERT ANY CLAIM AGAINST WILL FOR THE USE OF THE ENTRY OR ENTRANT'S PERSON. WILL IS PERMITTED, BUT IS NOT OBLIGATED (EXCEPT AS PROVIDED IN SECTION 9 BELOW), TO USE ENTRANT'S PERSONA IN CONNECTION WITH THE ENTRY.

8. Selection of Finalists and Winners

After the Deadline, WILL will review all Entries and select one or more finalists by March 14, 2012, the winning Entry(ies) will be announced by April 11, 2012. The name of the winner(s) of the Challenge will be announced no later than April 11, 2012, and posted on www.willinteractive.com.

9. Additional Requirements

(a) The winning Entrants will be required to complete, sign and return such additional documents as WILL may require in order to fully transfer and assign all rights in the winning Entry to WILL. If WILL requires such documents, including any short-form copyright, patent or other intellectual property assignment(s), notice will be sent via email to the email address provided by Entrant in the Entry Form. All completed documents must be returned to WILL within Five (5) days of the date notice was sent or Entrant's Entry may be deemed invalid and ineligible for further consideration or use. WILL reserves the right, at its sole discretion to cancel, modify or terminate the Challenge. Further, WILL reserves the right, at its sole discretion, to disqualify any individual: (a) tampering or attempting to tamper with the Entry process or the operation of the Challenge, (b) violating the Rules; or (c) acting in an unethical manner, or with intent to annoy, abuse, threaten or harass any other person. WILL reserves the right to require the winner to submit to a confidential background check as a condition of using the winner's name to help ensure that the use of any such person's name in advertising or publicity for the products embodying the winning Entry will not bring WILL into public disrepute, scandal or ridicule or reflect unfavorably on WILL or the Challenge as determined by WILL in its sole discretion.

(b) The winning Entrant(s) agrees that in consideration of the opportunity to participate in the development of a Simulation addressing a topic of importance and interest to the Entrant, and as a further condition of receiving: (i) the free internal license, (ii) the royalty on commercialization of the Simulation, and (iii) the co-branding opportunity described herein (if applicable), Entrant shall consult with WILL via telephone, as a subject matter expert, approximately two (2) hours per month, for up to twelve (12) months during the development process, to ensure that Entrant's perspectives and objectives are fully considered by WILL during the development process. WILL shall in its sole discretion determine the final composition and elements of the Simulation(s) produced as a result of this Challenge, but shall take into account Entrant's input.

10. Limitations of Liability and Release

(a) No liability or responsibility is assumed by WILL resulting from any Entrant's participation in or attempt to participate in the Challenge. No responsibility or liability is assumed by the WILL for technical problems or technical malfunctions, unauthorized human or non-human intervention in the operation of the Challenge, including without limitation, unauthorized tampering, hacking, theft, virus, or destruction of any aspect of any Entry. WILL is not responsible for any typographical errors in the announcement of winners, or any inaccurate or incorrect data contained on any collateral relating to the Challenge. By participating in the Challenge, the Entrant releases WILL from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Challenge and WILL's use of the Entry. For the avoidance of doubt, this Agreement does not establish or imply confidential relationship, or that any Entry shall be kept confidential. Any additional information disclosed to WILL, including, without limitation oral statements or physical displays, is likewise non-confidential and WILL is under no obligations to maintain confidentiality. Nothing in these Rules shall be construed to create a partnership, joint venture or employment relationship between the Entrants and WILL.

(b) WILL's designation of any Entry as a finalist, or as a winner of the Challenge, shall not obligate WILL to utilize the marketing and distribution plan submitted as part of the Entry, nor to use any specific elements included as part of the Entry. The Entrant and WILL contemplate that the actual marketing and distribution plan with respect to any Simulation produced based on an Entry, may be different from the proposed marketing and distribution plan, in whole or in part, and that WILL will enter into discussions with each Entrant, concerning the submitted marketing and distribution plan.

11. Rules

By entering into this Challenge, Entrant agrees to be bound by these Rules. Entrant agrees that WILL reserves the right to withdraw or terminate the Challenge at any stage without liability to Entrant.

12. Disclaimer

NO ENTRY FEE OR PURCHASE IS NECESSARY TO ENTER THE CHALLENGE. THIS CHALLENGE IS VOID WHERE PROHIBITED BY LAW. NO CASH PRIZES ARE OFFERED.

13. Indemnity

Entrant agrees to indemnify and hold WILL and its affiliates, and their officers, directors, and any of their employees (collectively, the "Indemnities"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements of claims), brought or asserted by any third party against any of the Indemnities due to or arising out of the Entrant's conduct in creating an Entry or submitting it and authorizing its use by WILL in connection with this Challenge, including but not limited to, claims for infringement or violation of third-party rights. Entrant further agrees to release WILL from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of WILL infringes Entrant's rights with regard to any Entrant's Persona or intellectual property rights embodied in the Entry.

14. Governing Law and Jurisdiction

This Challenge and agreement shall be governed by the laws of the State of Maryland, without regard to its conflict of laws provisions. Any claim or dispute between Entrant and WILL arising out of this agreement or Challenge shall be decided by the Federal or State Courts in Baltimore, Maryland and Entrant agrees to submit to the jurisdiction of such courts in the event of a dispute.