

MATTERPORT HOLIDAY CHEER CONTEST

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. THIS CONTEST IS INTENDED FOR THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

If, and to the extent, this Contest involves interaction with social media platforms, this Contest is in no way endorsed, administered by, or associated with any social media platform. By entering the Contest, you understand that you are providing your information to Sponsor and not to ANY social media platforms.

1. **Sponsor:** Matterport, Inc., located at [352 E Java Dr, Sunnyvale, CA 94089], United States (“**Sponsor**” or “**Matterport**”)
2. **Eligibility:** Contest (the “**Contest**”) is open only to individuals who are (i) legal residents of the 50 states of the United States or the District of Columbia, (ii) eighteen (18) years of age or the age of majority or other in his or her state of residence the time of entry, and (iii) a current Matterport account holder during the Contest Period.

Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and any third party prize provider(s) and/or prize fulfillment service (collectively, the “**Contest Entities**”); and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in each Contest or win the prize.

Any person who has won a prize (or whose household has won a prize) in any contest sponsored by Sponsor in the thirty (30) days prior to the start date of this Contest is not eligible to win a prize in the Contest.

Void where prohibited, licensed, restricted or taxed.

3. **Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor, as final and binding as it relates to the content. The Contest is subject to all applicable federal, state and local laws.
4. **Contest Period:** The Contest begins on **[December 4, 2020]** at **[12:00 am] Pacific Standard Times (“PST”)** and ends on **[December 11, 2020]** at 11:59:59 p.m. PST (the “**Contest Period**”).
5. **How to Enter:** To enter, please follow the steps below during the Contest Period:
 - a. To participate and enter this Contest, you will need a Matterport Account. If you don’t already have a Matterport Account, visit www.matterport.com and sign up. It is free to create a Matterport account. By submitting your information and creating a Matterport account, you will be required to agree to the Matterport terms of service and privacy notice. If you do not agree to the Matterport terms of service and privacy notice, you cannot create a Matterport Account.
 - b. To enter the contest, eligible individuals (“**Entrants**”) must share a Matterport 3D model url on their Facebook, Twitter or LinkedIn profiles and tag the post with **@Matterport #HolidayCheer** (an “**Entry**”).
 - c. Each unique holiday-themed space qualifies as one entry. You can enter the same space into different categories, however, the same space cannot win more than one category. The same account holder cannot win more than one prize.
 - d. You must have all necessary rights to participate in the Contest and submit an Entry. By creating and completing an Entry, you acknowledge and agree that your Entry into the Contest is subject to Sponsor’s Terms and Conditions[<https://matterport.com/submission-terms-and-conditions>], Privacy Policy [<https://matterport.com/privacy-policy>], and these Official Rules.
 - e. All Entries must comply with the Entry Requirements set forth below.

Only fully complete and compliant Entries are eligible pursuant to these Official Rules, in Sponsor’s sole discretion. All interpretations of these Official Rules and decisions made by Sponsor relating to the Contest are final and binding in all respects.

The Released Parties (as defined below) are not responsible for late, undeliverable, misdirected, or incomplete entries, regardless of cause. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor’s computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

6. Entry Requirements

By submitting an Entry, you represent and warrant that your Entry conforms to the following requirements (“**Entry Requirements**”):

- a. Entries cannot contain information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, profane or pornographic, or which Sponsor, in its sole discretion, deems inappropriate for public viewing;
 - b. Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor, Contest Promotional Partners, or each of Sponsor or Contest Promotional Partners' products, or other people, products or companies;
 - c. Entries cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission;
 - d. Entries cannot contain copyrighted materials owned by others without permission; Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Contest.
 - e. Entries cannot contain materials embodying the names, likenesses, or other indicia identifying any person, living or dead, without permission;
 - f. Entries cannot be in violation of any law, regulation or third party rights; and
 - g. By submitting an Entry, you warrant and represent: (a) that it is your original work, (b) that it has not been previously published or sold, and (c) that it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.
7. **Prizes:** One winner ("**Prize Winner**") will receive a Apple gift card for the amount equivalent to an iPhone 12 Pro with 256GB capacity with an ARV of USD\$1,099.00 (together, the "**Prize**"). ARV of all prizes is \$13,188.00.

All Prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Sponsor is not responsible for and will not replace any lost or stolen Prize or any Prize that is undeliverable or does not reach the Prize Winner because of incorrect or changed contact information. If the Prize Winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. Sponsor is not responsible for any inability of the Prize Winner to accept or use any Prize (or portion thereof) for any reason. No transfers or prize substitutions will be made, except at Sponsor's sole discretion. No more than the stated prizes will be awarded. Participants waive the right to assert as a cost of winning any Prize, any and all costs of verification and redemption or travel to claim or use a Prize and any liability and publicity which might arise from claiming, seeking to claim, or using a Prize.

Conditions and restrictions may apply. Limit: One (1) prize per participant. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

8. **Odds:** The odds of winning depend on the number of eligible entries received. For example, if there are 1000 entries, the odds of winning will be 1 in 1000.
9. **Judging Criteria and Winner Selection.** Entries that fail to meet the Eligibility Criteria and the Entry Requirements will be deemed incomplete and, at the discretion of Sponsor, may be disqualified.

Following the conclusion of the Contest Period, one Prize Winner will be selected by (in mutual agreement with Sponsor) a panel of judges designated by the Sponsor (collectively, "Judges" and each a "Judge") from among all eligible Entries received based on the following criteria: 1) Most elaborate holiday decoration; 2) Most creative holiday decoration; 3) Best use of local holiday traditions.

Decisions of Sponsor and the Judges are final and binding in all respects. Sponsor reserves the right to disqualify any Entry at its sole discretion. For instance, if Sponsor believes that an Entry was submitted in bad faith, Sponsor may disqualify the Entry.

10. **Winner Notification.** Becoming a Winner is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Official Rules. The Prize Winner will be notified by receiving an email from Sponsor within two (2) weeks after the end of the applicable Contest Period. If a potential winner does not respond to the notification attempt within two (2) business days from the first notification attempt, then the potential winner may be disqualified and an alternate potential winner will be selected from among qualifying Entries based on the judging criteria described herein. The potential winners may be required to sign an affidavit of eligibility (which affirms that he/she has complied with these Official Rules) as well as a liability release, each of which, if issued, must be completed, signed and returned within five calendar (5) days from date of issuance, or the prize will be forfeited and awarded to an alternate winner, as determined by Sponsor in its sole and discretion. The Sponsor is not responsible for any change of email address or account. The Sponsor is not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a potential winner. If the potential winner does not claim the prize within the time designated by Sponsor in the winner notification, the potential winner will automatically be disqualified, and their prize will be forfeited.

Once each Prize Winner provides all information required in accordance with these Official Rules they will receive the Prize.

11. **Tampering and Delivery Disclaimer:** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY

AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Contest; or (5) technical or human error which may occur in the administration of the Contest or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Contest, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Contest and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Contest, by any human error which may occur in the execution of this Contest, or any other causes which effect the operation of the Contest or the rules of the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest and/or (ii) stop or conclude the Contest at any time without prior notice. Material changes to the Official Rules will be posted on Sponsor's webpage(s), when practical. In the event of termination of the Contest by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

12. **Use of Entry:** Entrant hereby agrees to grant to Sponsor an irrevocable, worldwide, royalty-free right and license to use the Entry for any purpose related to Contest, including, but not limited to, the assessment of potential cheating behavior, the evaluation and scoring of the Contest, and for any and all marketing and promotional activities associated with the Contest in any and all media now known or hereinafter invented, and waives any claims to royalty, right, or remuneration for such use.
13. **Publicity:** Except where prohibited, by accepting a prize, winner(s) grant the Sponsor permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all marketing and promotional materials in any and all media now known or hereinafter invented, and waive

any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list or social media platform used to conduct the Contest.

14. **Use of Personal Information:** The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to communicate with the entrant regarding the Contest and/or a prize, to verify that these Official Rules have been complied with, and for accounting purposes. Sponsor may disclose entrant personal data to a third party as reasonably necessary to enable such third party to fulfill any necessary requirements relating to the award of a prize, and such data will be subject to that third-party's privacy policy. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy located [here](https://matterport.com/privacy-policy). [https://matterport.com/privacy-policy]
15. **Releases, Conditions, and Limitations of Liability:** By participating in the Contest, each entrant agrees to release and waive any and all claims of liability against the Contest Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "**Released Parties**") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize. By accepting the prize, winner(s) hereby agrees to release each of the Released Parties from any and all claims in connection with the Contest and the award or use of the prizes. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest. As a condition of participating in the Contest, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth in these Official Rules.

16. **Taxes:** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by

law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified in these Official Rules. Upon request, each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded.

The Sponsor reserves the right to withhold and deduct taxes from the prize, and winner may be required to provide to Sponsor an amount to cover applicable withholding taxes prior to being awarded the prize. Winner must provide a completed IRS Form W-9, including valid identification and a valid taxpayer identification number or social security number before the prize will be awarded. An IRS Form 1099 will be issued to winner, as required by law.

17. **Conduct and Decisions:** All decisions of the Sponsor will be final and binding on all matters relating to this Contest. Persons who violate any rule, gain unfair advantage in participating in a Contest, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or a Contest and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Contest to the Sponsor's "discretion" and/or any exercise of discretion by the Sponsor shall mean in Sponsor's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Contest if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an entrant in the Contest. In the event the Contest is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable, material changes to the Official Rules will be available on-line at the Sponsor's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

18. **Binding Arbitration:** Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth in these Official Rules (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("**JAMS Rules and Procedures**") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be

entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

19. **Compliance with Laws and Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest' Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 19 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of California, in the City of San Francisco.
20. **Winner List:** To request the name of the winner for this Contest, send a self-addressed, stamped envelope to Matterport, Inc., located at 352 E Java Dr, Sunnyvale, CA 94089, United States. Please include the name of the Contest. Winner List requests will only be accepted after end of the Contest Period listed above. You can also send an email to marketing@matterport.com.