

Google.org Impact Challenge: Bay Area 2019 OFFICIAL RULES

THIS CHALLENGE IS OPEN ONLY TO ORGANIZATIONS THAT MEET THE ELIGIBILITY CRITERIA DESCRIBED BELOW ("**ORGANIZATION**"). BY SUBMITTING AN ONLINE GRANT APPLICATION ("**APPLICATION**"), YOU ARE AGREEING ON BEHALF OF YOURSELF AND YOUR ORGANIZATION ("**ORGANIZATION**") TO THESE CHALLENGE RULES ("**RULES**").

The **Google.org Impact Challenge Bay Area** ("**Challenge**") is a contest where organizations that meet the requirements set forth in these Rules submit Applications that are judged using the Criteria listed below for an opportunity to receive an Award, as described herein, from Google LLC, whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA ("**Google**"), a Google subsidiary or affiliate, or Google's grant administration partner the Tides Foundation ("**Tides**").

Applications will be evaluated by a panel of Judges (as defined below), who will select a total of thirty-five (35) Organizations ("**Selected Organizations**"). Of those thirty-five (35), ten (10) Organizations with the highest scores will be selected as finalists ("**Finalists**") and the remaining twenty-five (25) will be declared runners-up ("**Runners-up**"). Of the ten (10) Finalists, the Finalist who receives the most public votes based on a summary of their Application displayed on the Challenge Site will be chosen as the people's choice winner ("**People's Choice Winner**") and the four (4) Finalists with the highest Judges scores will be the winners ("**Winners**").

NO PURCHASE NECESSARY TO ENTER OR WIN. The Challenge is void where prohibited by law. Google reserves the right to verify eligibility and to adjudicate on any dispute at any time. See below for the complete details.

For the purpose of these Rules:

- "**Application Period**" is defined as beginning at 08:00 a.m. PST on 7 October, 2019 and ending at 11:59 p.m. PST on 8 November, 2019
- "**Challenge Area**" is defined as the following counties in California: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, or Sonoma.
- "**Challenge Site**" is defined as g.co/impactchallengebayarea2019
- "**Notification and Production Period**" is defined as no later than six (6) months post close of the application period
- "**Voting Period**" is defined as a two week period after Finalists have been notified in which public voting is conducted to select the People's Choice Winner
- "**End Date**" is the date when the People's Choice Winner is announced, which will be on or about four weeks following the Notification and Production Period, signifying the end of the Challenge.

1. BINDING AGREEMENT AND AUTHORIZATION TO REPRESENT ORGANIZATION: These Rules form a binding legal agreement between you, as an individual, your Organization, and Google with respect to the Challenge. You represent and warrant that (1) you are authorized by your Organization to apply to this Challenge and are doing so with its knowledge and consent, in compliance with your Organization's policies and procedures, (2) your Organization is permitted to accept an Award if selected, (3) your Organization has not agreed to engage in a business transaction with Google as a condition or requirement of receiving a potential Award, and (4) you are not aware of any relationships, projects, or activities that your Organization, or any of the officers or board members on behalf of your Organization, have that create or could create a potential conflict of interest in connection with this Application or the

receipt of a potential Award. Applications will be deemed made by the Authorized Account Holder of the email address used to submit the Application. The "**Authorized Account Holder**" is the natural person assigned to an email address by an online service provider, or other organization responsible for assigning email addresses for the domain. If requested, you will provide proof of being the Authorized Account Holder for the email address used to submit the Application.

2. ELIGIBILITY: To be eligible to enter the Challenge, your Organization must meet the criteria listed below ("**Eligibility Criteria**"):

- (a) have a material presence and/or registered office in the Challenge Area; If your Organization is a fiscal sponsor submitting the Application on behalf of a sponsored group, only the sponsored group must have a material presence and/or registered office in the Challenge Area;
- (b) be a registered US 501(c)(3) public charity;
- (c) not discriminate against any person or group of people in either hiring/employment practices or in the administration of programs and services, including on the basis of sexual orientation or gender identity; and
- (d) agree that if you receive an Award:
 - (1) the Award will not be used for religious instruction; and
 - (2) the Award must be used for charitable purposes only (as determined by Google in its sole discretion).

3. SPONSOR: The Challenge is sponsored by Google, as defined above.

4. APPLICATION PERIOD: Applications will be accepted for the duration of the Application Period.

5. HOW TO ENTER AND LIMITS ON ENTRIES: To enter the Challenge, visit the Challenge Site during the Application Period and follow the online instructions for submitting the Application. Applications are void if they are in whole or in part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late.

LIMIT OF ONE (1) APPLICATION PER ORGANIZATION. If multiple Applications are received for a single organization, only the last application submitted will be considered. Fiscal Sponsors may submit multiple applications, provided no more than one application is submitted on behalf of a single sponsored group.

6. APPLICATION REQUIREMENTS: Your Organization's Application must meet the following Application Requirements:

- (a) it must be received during the Application Period
- (b) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person
- (c) it must comply with the theme and spirit of the Challenge, as determined by Google, in its sole discretion
- (e) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to any applicable federal, state or local laws and regulations where the Application is created
- (f) It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity
- (g) It must be an original, unpublished work that does not contain, incorporate or otherwise use

- any content, material or element that is owned by a third party or entity
- (h) It must not contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights
- (i) It must not contain any proprietary or confidential information of your Organization
- (j) It must be in English

7. JUDGING: A team of Google employees and external experts (“**Judges**”) will select the top thirty-five (35) Applications based on the criteria (“**Criteria**”) below. The ten (10) Applications with the highest scores will be declared Finalists and the remaining twenty-five (25) will be declared Runners-up. The top ten (10) Applications will be submitted for a public vote as described in Section 8. The winner of the public vote and the four (4) Applications with the highest Judges scores will be declared Winners.

- (a) Impact. How will the proposed project improve the lives of local residents?
- (b) Innovation. Does the project tackle the issue it seeks to address in a new and creative way?
- (c) Reach. How many people will be affected if successful and to what extent?
- (d) Scalability. If successful, what will your project achieve in 5 years? Can this proposal serve as a model for other communities?
- (e) Feasibility. Does the team have a well-developed, realistic plan to execute on the proposal? Have they identified the right partners for implementation?
- (f) Opportunity. Does your project positively and equitably impact people and their chances to experience healthy, playful, and thriving lives.

In the event of a tie, the Application that received the higher score from the Judges in the category of “Innovation” will be selected as the winner of the tie. The Application of the Finalist that receives the highest score from the Judges in the category of “Opportunity” will receive a special Judges designation. Similar Judge designation may be allotted for the highest score in Community Impact, Innovation, Feasibility, and Reach. In the event an Application selected as a Runner-up, Finalist or Winner is disqualified for any reason during any phase of the Challenge before the End Date, the Application that received the next highest total score will be chosen as the replacement.

Your Organizations may be required to submit additional information for the purposes of evaluating its Application, including but not limited to the following:

- (a) Financial statements for each of the last 3 fiscal years, including income statement, balance sheet, and cash flow statement
- (b) Full list of full legal names of senior leadership, trustees, and board members
- (c) Relevant information on any government affiliation or public funding
- (d) Further details or information on the Organization's project idea and implementation plan
- (e) If the Application is being submitted by an Organization in the capacity of a fiscal sponsor, further information regarding the relationship between the Organization and the sponsored group.

If your Organization does not respond to a request for additional information within two (2) days from the first notification attempt, then your Organization may be disqualified.

During the Notification and Production Period, the Finalists will be selected and notified by telephone and/or email, at Google's discretion. With respect to notification by telephone, such notification will be deemed given when the Finalist engages in a live conversation with Google or when a message is left on the Finalist's voicemail service or answering machine by Google, whichever occurs first. All notification

requirements, as well as other requirements within these Rules, will be strictly enforced.

8. PUBLIC VOTE: One of the ten (10) Finalists will be chosen as the People's Choice Winner based on the public's vote. Public voting will take place online through the Challenge Site during the Voting Period, and via any other means at Google's option. In the event of a tie, the Application that received the higher score from the Judges in the category of "Innovation" will be selected as the People's Choice Winner. Determinations of the Judges and the public vote are final and binding.

9. AWARDS: The Selected Organizations will receive the following awards ("**Awards**"), subject to the additional requirements set forth in Section 10.

- The twenty-five (25) Runners-up will each receive: \$100,000
- The five (5) Finalists not selected as Winners will receive: \$500,000
- The People's Choice Winner will receive \$1,000,000 in grant funding and technical support from Google or Google employee volunteers.
- Each of the Winners not selected as the People's Choice Winner will receive \$1,000,000 in grant funding and technical support from Google or Google employee volunteers.

No transfer, substitution or cash equivalent for Awards is allowed, except at Google's sole discretion. Google reserves the right to substitute an Award, in whole or in part, of equal or greater monetary value if an Award cannot be awarded, in whole or in part, for any reason.

10. ADDITIONAL REQUIREMENTS FOR SELECTED ORGANIZATIONS: Selected Organizations are subject to a due diligence review (including compliance with Section 11), and must agree to the terms of a grant agreement with Google (and/or its donor advised fund, the Tides Foundation). If a Selected Organization does not pass the due diligence review as determined by Google and/or the Tides Foundation, at their sole discretion, or if a Selected Organization does not agree to the terms of a grant agreement, the Selected Organization may be disqualified. Google reserves the right, at its sole discretion, to modify a project or the scope of a project described in a winning Application at any point in time. Google may also, at its sole discretion, make Award payments to the Selected Organizations over a period of time based on project performance milestones. Selected Organizations may be required to submit marketing materials to Google, including video, photos, and/or additional Application information ("**Marketing Materials**"), which Google may use subject to licensing terms in Section 13. In the event Google determines additional Marketing Materials are required, Google will pay for the creation of any such new Marketing Materials ("**New Marketing Materials**") and will own any original content. Any New Marketing Materials that consist of video or photos will be shot at Google's office(s), at Selected Organization's office(s), or other locations to be mutually determined by Google and Selected Organization, during the Notification and Production Period. Any Selected Organization that does not submit Marketing Materials or does not work with Google to create New Marketing Materials may be disqualified.

11. TAXES: AWARDS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT SELECTED ORGANIZATIONS SUBMIT ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL AWARDS WILL BE NET OF ANY TAXES GOOGLE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON AWARDS ARE THE SOLE RESPONSIBILITY OF THE SELECTED ORGANIZATIONS. In order to receive an Award, Selected Organizations must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law. Selected Organizations are responsible for ensuring that they comply with all the applicable tax laws and filing

requirements. If a Selected Organization fails to provide such documentation or comply with such laws, the Selected Organization may be disqualified.

12. GENERAL CONDITIONS: All federal, state and local laws and regulations apply.

13. LICENSE TO APPLICATION AND SUBMISSION MATERIALS: For the purpose of evaluating the Application and for other purposes related to the Challenge, including publicity and marketing related to the results of the Challenge and displaying materials for public voting on the People's Choice Winner, Organization hereby grants to Google and its affiliates, partners, and representatives a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display materials submitted in the Application, Marketing Materials, New Marketing Materials, and any other materials provided as part of the Challenge ("**Submission**"), in whole or in part, throughout the world, in any form, media, or technology, without notice or attribution to you, your Organization, or any other entity or person and without obtaining any further permission or license, to the maximum extent permitted by law. Selected Organizations agree and consent to Google, its affiliates and agencies' use of Selected Organizations' name, likeness, logo(s) in conjunction with publicizing or announcing the Challenge results or Award without any additional release or compensation, unless prohibited by law. Your Organization acknowledges that Google has no obligation to use your Submission.

To help Google with its review of your Submission, Google may disclose your Organization's Submission to its employees, consultants, agents, and other third parties. Your Organization's Submission may become public, and others exposed to your Submission, including but not limited to Google, Judges, employees, consultants, agents, and affiliates, may be working on similar ideas or technology now or in the future. You and your Organization waive any claim that anything included in your Organization's Submission is proprietary or confidential.

All Selected Organizations will be required to agree to the terms of a grant agreement, which may include a provision requiring that any intellectual property created with Award funds be made available under a permissive, open source license and/or placed in the public domain, and widely disseminated for use by anyone for free, without restriction.

14. PRIVACY: You agree that Google may collect, store, share and otherwise use your personally identifiable information provided in your Organization's Submission, including your name, work mailing address, work phone number, and work email address (or such information about other people affiliated with your Organization that you provide in your Submission) in accordance with Google's Privacy Policy (<http://www.google.com/intl/en/policies/privacy/>), including for administering the Challenge and verifying your identity in relation to your Organization. Your and your Organization's information may also be transferred to countries outside the country of your and your Organization's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of your and your Organization's residence.

As part of due diligence and to administer grants to Selected Organizations, you also agree that your personally identifiable information and information about your Organization may be shared with Tides in accordance with Tide's privacy policy (<https://www.tides.org/privacy-policy/>).

You, your Organization, and any person whose information you may have provided have the right to

access, review, rectify, or cancel any personal data held by Google in connection with the Challenge by writing to Google at the address listed above.

15. REPRESENTATION, WARRANTY AND INDEMNITY: You and your Organization represent and warrant that your Submission is your Organization's original work and, as such, your Organization is the sole and exclusive owner and rights holder of its Submission and all intellectual property contained in it, and that it has the right to submit the Submission to the Challenge and to grant all required licenses. You and your Organization further represent and warrant that your Submission (1) does not infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; (2) is not confidential or proprietary; and (3) does not otherwise violate applicable state, federal or local law.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND YOUR ORGANIZATION WILL DEFEND AND INDEMNIFY JUDGES, TIDES, GOOGLE EMPLOYEES, INTERNS, CONTRACTORS, AND OFFICIAL OFFICE-HOLDERS OF GOOGLE, AND ITS PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES ("**CHALLENGE ENTITIES**") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, FEES (INCLUDING ATTORNEY'S FEES) AND EXPENSES RELATING TO ANY ALLEGATIONS OR THIRD-PARTY LEGAL PROCEEDING ARISING FROM (A) ANY BREACH OF A REPRESENTATION OR WARRANTY BY YOU OR YOUR ORGANIZATION, (B) ANY MISREPRESENTATION MADE BY YOU OR YOUR ORGANIZATION IN CONNECTION WITH THE CHALLENGE, (C) ANY NON-COMPLIANCE BY YOU OR YOUR ORGANIZATION WITH THESE RULES, (D) ACCEPTANCE, POSSESSION, MISUSE OR USE OF AN AWARD OR PARTICIPATION IN THE CHALLENGE OR ANY CHALLENGE-RELATED ACTIVITY, (E) VIOLATION OF LAW, (F) TORT CLAIM (INCLUDING NEGLIGENCE), (G) VIOLATION OF THIRD PARTY PROPRIETARY RIGHTS, INTELLECTUAL PROPERTY RIGHTS, INDUSTRIAL PROPERTY RIGHTS, PERSONAL OR MORAL RIGHTS OR ANY OTHER RIGHTS, INCLUDING WITHOUT LIMITATION, COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET, PRIVACY, PUBLICITY OR CONFIDENTIALITY OBLIGATION, OR (H) ANY ACT, DEFAULT OR OMISSION BY YOU OR YOUR ORGANIZATION.

Google has the right to approve controlling counsel. Such approval will not to be unreasonably withheld (and which approval may be withheld or withdrawn if there is a conflict of interest). Google may appoint its own noncontrolling counsel, at its own expense. Any settlement requiring Google to admit liability, pay money, or take (or refrain from taking) any action, will require Google's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

You and your Organization release Challenge Entities from any liability associated with (a) any malfunction or other problem with the Challenge Site; (b) any error in the collection, processing, or retention of your Organization's Submission; (c) any typographical or other error in the printing, offering or announcement of any Award or Selected Organizations ;

16. ELIMINATION: Any false information provided within the context of the Challenge by you or your Organization concerning identity, mailing address, telephone number, email address, ownership of right, manipulation of public voting, or non-compliance with these Rules or the like may result in the immediate elimination of your Organization from the Challenge.

17. INTERNET: Challenge Entities are not responsible for any malfunction of the Challenge Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Applications due to

system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Challenge Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit your Organization's ability to participate.

18. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge. Google further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Challenge or Challenge Site. Any attempt by an entrant to deliberately damage any web site, including the Challenge Site, or undermine the legitimate operation of the Challenge is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.

19. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an Application into the Challenge, the awarding of an Award, or anything in these Rules be construed as an offer or contract of employment with Google or the Challenge Entities. You and your Organization acknowledge your Organization's Application has been submitted voluntarily. You and your Organization acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract for employment now exists between you or your Organization and Google or the Challenge Entities and that no such relationship is established by your Organization's submission of an Application under these Rules.

20. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Challenge are hereby excluded, and you and your Organization expressly waive any and all such rights.

21. ARBITRATION: By entering the Challenge, you and your Organization agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Challenge will be decided by binding arbitration. All disputes between you, your Organization and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

22. WINNERS: The Winners will be announced on the Challenge Site during the Notification and Production Period and when or before the Voting Period starts. The People's Choice Winner will be announced on the End Date on the Challenge Site.