

Google.org Impact Challenge in Canada - OFFICIAL RULES

THIS CHALLENGE IS OPEN ONLY TO ORGANIZATIONS BASED IN CANADA THAT MEET THE ELIGIBILITY CRITERIA DESCRIBED BELOW (“ORGANIZATION”). ENTRY IN THIS CHALLENGE CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The **Google.org Impact Challenge in Canada** (the “Challenge”) is a challenge where participating Organizations submit grant applications and Marketing Materials (as defined below), including a description of their mission, specific project idea and implementation plan, and track record; and for selected Finalists (as defined below), an in-person presentation in front of a live audience (“Application”), for the chance of being awarded a monetary and/or in-kind grant as described below (“Award”). The grant Applications will be evaluated by the Reviewers and Judges (as defined below), who will choose the grant recipients in accordance with these Official Rules. The Awards will be granted to the Organizations whose Applications are evaluated as having the highest scores in the judging criteria (“Winners”). See below for the complete details.

1. BINDING AGREEMENT: In order to enter the Challenge, you must agree to these Official Rules (“Rules”) on behalf of your Organization. Therefore, please read these Rules prior to entry to ensure you understand and agree. You hereby agree that you are an authorized representative of your Organization who: (a) is a resident of Canada; (b) has reached the legal age of majority in your province or territory of residence; (c) has the authority and permission from the Organization to participate in the Challenge on behalf of the Organization; and (d) has the authority to legally bind the Organization – including, without limitation, to the terms and conditions of these Rules and to any other required documentation as contemplated in these Rules. Further, you agree that submission of an Application in the Challenge constitutes your and your Organization’s agreement to be legally bound by these Rules. You may not submit an Application to the Challenge and your Organization is not eligible to receive an Award described in these Rules unless you and your Organization agree to these Rules. These Rules form a binding legal agreement between your Organization and Google with respect to the Challenge.

2. ELIGIBILITY: To be eligible to enter the Challenge, an Organization must:

- (a) be a charity currently registered as such by the Canada Revenue Agency under the *Income Tax Act* or be currently registered as a federal non-profit or a provincial non-profit;
- (b) not be one of the following: (i) a governmental entity or organization; (ii) a hospital or health care organization; (iii) a school, childcare centre, academic institution or university (philanthropic arms of educational organizations are eligible);
- (c) not be an entity under U.S. or Canadian export controls or sanctions;
- (d) have access to the Internet in order to submit an Application and participate in other online aspects of the Challenge;
- (e) have a registered office in Canada;
- (f) not discriminate on any unlawful basis (including, without limitation, in either hiring/employment practices or in the administration of programmes and services);
- (g) not discriminate on the basis of any prohibited ground of discrimination (including, without limitation, on the basis of sexual orientation or gender identity in hiring/employment practices);
- (h) agree that if it receives an Award, the Award will only be used for programs open to all persons regardless of religion and will not be used for religious instruction; and
- (i) agree that if it receives an Award, the Award will only be used for programs that have a charitable purpose (i.e., a purpose beneficial to the community in a way the law regards as charitable).

Google (as defined below) reserves the right, in its sole discretion at any time, to disqualify any Organization if Google deems that allowing the Organization to participate in the Challenge could bring Google into public disrepute or in any way impact the good standing or reputation of Google in the eyes of the general public. Google's decisions on all matters arising in this regard shall be final and binding without right of appeal.

The Challenge is void where prohibited by law. Google (as defined below) reserves the right to verify eligibility and to adjudicate on any dispute at any time. These Rules are binding on you, individually, and/or your Organization. You warrant that you are acting within the scope of your employment, as an employee, officer or director of Organization, and that such Organization has full knowledge of your actions and has consented thereto, including the Organization's potential receipt of an Award. You further warrant that your actions do not violate your Organization's policies and procedures.

3. CHALLENGE SPONSOR: The Challenge is sponsored by the Google Foundation ("Google"), a US 501(c)(3) private foundation incorporated under the laws of the State of California in the United States whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

Google will offer ten (10) Awards in accordance with these Rules.

4. APPLICATION PERIOD: The application period begins at 8:00 a.m. EST on 28 October 2016 and ends at 11.59 p.m. EST on 26 November 2016 ("Application Period").

5. HOW TO ENTER: To enter the Challenge, visit the Challenge website located at g.co/canadachallenge ("Challenge Site") during the Application Period and follow the instructions for submitting an Application that includes information about your Organization and your specific project idea and implementation plan. The Application must meet all requirements in these Rules, including the specific "Application Requirements" described below.

LIMIT OF ONE (1) APPLICATION PER ORGANIZATION. All Applications must be received during the Application Period. Applications are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All Applications will be deemed made by the authorised account holder of the email address submitted at the time of entry, and the person submitting an Application may be required to show proof of being the authorised account holder for that email address. The "authorised account holder" is the natural person authorised by the Organization to submit an Application and assigned to an email address by an Internet service provider, online service provider, or other Organization responsible for assigning email address for the domain.

All Finalists (as defined below) will be required to submit marketing materials to Google, which may include video, photos, and/or additional Application information ("Marketing Materials"). In the event Google determines additional Marketing Materials are required, Google may elect to pay for the creation of certain additional Marketing Materials ("New Marketing Materials"). Any New Marketing Materials that consist of video or photos will be shot at Google Canada's office in Toronto or at Finalist's office, or other locations to be mutually determined by Google and Finalist, during the period between 20 January 2017 and 30 March 2017. If the New Marketing Materials are shot at Google Canada's office, Google will pay for certain pre-authorised travel related expenses for a representative of each Finalist to travel to Toronto, if they are not based in Toronto (as described below). Any Finalist that does not submit Marketing Materials or does not work with Google to create New Marketing Materials will be disqualified from this

Challenge, and the Judges (as defined below) reserve the right, in their sole discretion and time permitting, to select the next highest scoring Application as a new Finalist. Marketing Materials and New Marketing Materials may be used on the Challenge site to allow the public to select one of the Winners, as described below.

6. APPLICATION REQUIREMENTS: The Application (and each component thereof) must meet the following requirements (“Application Requirements”):

- (a) it must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Challenge;
- (b) it must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, provincial/territorial or local laws or regulations where the Application is created;
- (c) 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 or that is not within the spirit of the Challenge, as determined by Google, in its sole discretion;
- (d) 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;
- (e) it cannot contain any content, element, or material that violates a third party’s publicity, privacy or intellectual property rights;
- (f) it must be in English or French; and
- (g) it must be submitted by an Organization that meets the eligibility requirements provided in Section 2 above (“Eligibility Requirements”).

Google reserves the right, in its sole discretion, to disqualify any Organization that does not meet the Eligibility Requirements, or which submits an Application that does not meet the Application Requirements.

7. JUDGING: Applications will be evaluated by a team of Google employees and external experts (“Reviewers”); the Finalists’ (as defined below) Applications will be reviewed by a panel of internal and external experts (the “Judges”), and by the public. Each Application will be evaluated based on the following criteria (“Judging Criteria”):

1. Impact. How will the proposed project improve lives? How many people will be affected if successful and to what extent? Is the proposal rooted in research that identifies the size of the problem and how the proposed idea will help solve it?

2. Technology / Innovation. What is the core insight or innovation that differentiates this project from others, in philosophy or execution? What makes the proposed project unique? How does the proposal leverage technology in a new and creative way to tackle the issue it seeks to address?

3. Scalability. If successful, how easily can this project scale? Can this proposal serve as a model for other efforts?

4. Feasibility. Does the team have a well-developed, realistic plan to execute on the proposal?

Have they identified the right partners for implementation?

There will be two (2) rounds of judging. For the first round, Reviewers will evaluate each Application based on the Judging Criteria. The ten (10) Applications that receive the highest overall scores, and which pass the required legal due diligence (which will be conducted by Google, in its sole discretion, for the purposes of confirming compliance with these Rules), will be selected as the finalists ("Finalist(s)"). In the event of a tie, the Application that received the higher score from the Reviewers in the category of "Technology / Innovation" will be selected as one of the Finalist(s). In the event an Organization is disqualified for any reason, the Judges reserve the right, in their sole and absolute discretion and time permitting, to deem the Application that received the next highest total score as the Finalist, provided it passes the required legal due diligence.

In order to permit the Reviewers to select the Finalists, an Organization may be required to attend interviews and submit additional information, including but not limited to the following:

- (a) Financial statements for each of the last three (3) fiscal years, including income statement, balance sheet and cash flow statement
- (b) Relevant bank wire information;
- (c) Recent bank statements;
- (d) Full list of full legal names of senior leadership, trustees, and board members;
- (e) List of countries where Organization has operations outside of Canada, if any;
- (f) Relevant information on any government affiliation or public funding; and
- (g) Further details or information on Organization's project idea and implementation plan.

If an Organization does not respond to the request for additional information within two (2) business days from the first notification attempt, then such Organization may be disqualified in the sole discretion of Google.

The Finalists will be selected and notified during the period of 27 November 2016 and 1 February 2017 and announced on the Challenge Site on or about 6 March 2017. All Finalists will be required to sign a grant agreement, as described below. If a Finalist does not respond to the notification attempt within two (2) business days from the first notification attempt, or does not sign a grant agreement, then such Finalist will be disqualified and an alternate Finalist may, in the sole discretion of Google and time-permitting, be selected from among all eligible Applications received based on the Judging Criteria. 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 or on behalf of Google, whichever occurs first. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

For the second round, the Finalists will be required to pitch their idea to the Judges at a final event in person in Toronto (or such other location as determined by Google in its sole discretion) (the "Final Event"). If a Finalist does not participate in the Final Event in person, it will be disqualified from the Challenge. The Judges will evaluate and attribute a score to each of the Finalists' Applications made up of scores based upon the Judging Criteria. A total of five (5) Organizations will be selected as eligible winners ("GIC Winners"). The four (4) Applications that receive the highest overall scores from the Judges will be selected as GIC Winners. In the event of a tie, the Application that received the higher score from the Judges in the category of "Technology / Innovation" will be selected as one of the GIC Winners. One (1) additional Application will be chosen as a GIC Winner by the public based on the public's vote. The

public voting will take place between 6 March 2017 and 28 March 2017 via the Challenge Site and, at Google's discretion, may also be carried out offline. All votes are subject to verification by Google at any time and for any reason. Google reserves the right, in its sole and absolute discretion, to require proof (in a form acceptable to Google): (i) for the purposes of verifying the eligibility and/or legitimacy of any vote entered (or purportedly entered) for the purposes of this Challenge; and/or (ii) for any other reason Google deems necessary, in its sole discretion, for the purposes of administering this Challenge in accordance with Google's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of Google within the timeline specified by Google may result in disqualification of the applicable vote(s) that cannot be verified to the complete satisfaction of Google.

Determinations of Google are final and binding. All GIC Winners will be required to sign a grant agreement, as described below.

8. GIC AWARDS: Each of the five (5) GIC Winners will receive CAD\$750,000 grant funding, and the opportunity to receive limited mentorship and support from Google Inc. and/or its subsidiaries, its affiliates or partners. The next five (5) Finalists who were not GIC Winners will each receive CAD\$250,000 grant funding, and the opportunity to receive limited mentorship and support from Google Inc. and/or its subsidiaries, affiliates or partners ("Runners-Up").

9. TRAVEL EXPENSES FOR FINALISTS: Google will pay reasonable pre-approved travel expenses for two (2) representatives from each Finalist Organization who do not reside in the Greater Toronto Area (or such other location that has been selected by Google pursuant to these Rules) in order to travel to: (1) shoot any New Marketing Materials (if not filmed at Finalist's office), and (2) attend the Final Event. Travel expenses will include: (1) round-trip airfare (economy) or train fare or bus fare (as determined by Google) for the Finalist's representatives to travel from the major Canadian airport/train or bus station closest to the individual's residence to Google Canada's Toronto office (or such other location that has been selected by Google pursuant to these Rules); (2) double-occupancy hotel accommodation for one night; and (3) meals. Organization is responsible for any other expenses including incidental travel costs not expressly stated above, including but not limited to, ground transportation, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the Finalist. Finalist will be required to liaise with Google and/or its agents in order to book travel and accommodation. Travel award is not redeemable for cash. Each representative must: (a) be of the legal age of majority in his/her province/territory of residence; and (b) sign and return Google's release (by the date indicated on the release form) indicating (among other things) that he/she waives all recourse against the Google, its subsidiaries, affiliates and partners relating to his/her participation in the Challenge (including, without limitation, any travel related thereto).

10. GRANT AGREEMENTS: All selections of Finalists are subject to a legal due diligence review of each Organization, and the execution of a grant agreement between Google (and/or its donor processing agent, the Tides Foundation) and each Organization, if applicable as determined by Google. If the Organization (whether selected by the Reviewers, Judges or by the public) does not pass the legal due diligence review (as determined by Google and/or its donor processing agent the Tides Foundation, in their sole discretion), or if the Organization does not sign a grant agreement, Google reserves the right, in its sole discretion and time-permitting, to select another Organization as a Finalist, or in the case of a Winner, the Finalist with the next highest score from the Final Event as a Winner.

Each Award must be accepted as awarded and is not transferable or assignable (except as may be

specifically permitted by Google in its sole discretion). No substitutions except at Google's option. Google reserves the right, in its sole discretion, to substitute any Award or a component thereof with an item or items of equal or greater retail value.

11. TAXES: IN-KIND OR MONETARY GRANTS TO FINALISTS AND/OR WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, PROVINCIAL, TERRITORIAL, LOCAL AND FOREIGN 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 FINALISTS AND/OR WINNERS. In order to receive an Award, Finalists and/or Winners 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, including, where relevant, the law of the Finalists' and/or Winner's country of residence. The Finalist and/or Winner is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If an Finalist and/or Winner fails to provide such documentation or comply with such laws, the Award may be forfeited and Google may, in its sole discretion, select an alternative Finalist and/or Winner in accordance with these Rules.

12. GENERAL CONDITIONS: All federal, provincial, territorial and local laws and regulations apply. Once the travel schedule has been arranged, it cannot be altered (except by Google in its sole discretion) and failure of a Finalist to follow such schedule will not obligate Google in any way to provide the Finalist with alternate arrangements. Google reserves the right to disqualify any Organization from the Challenge if, in Google's sole discretion, it reasonably believes that the Organization (or a representative of the Organization or any other person or entity) has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair practices or annos, abuses, threatens or harasses any other Organizations, Google or the Judges.

13. INTELLECTUAL PROPERTY RIGHTS: The Organization retains ownership of all intellectual property rights (including moral rights, to the extent permitted by applicable law) in all materials submitted by the Organization to the Challenge Site or to Google or its representatives as part of its Application, including, without limitation, photographs, comments, information, text, video, feedback, creative ideas, suggestions, or other materials (each a "Submission" and collectively, the "Submissions"). For greater clarity, all New Marketing Materials will be owned by Google. Finalists hereby grant Google and its affiliates, partners and representatives a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right for the maximum duration permitted by applicable law to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display any Submission, in whole or in part, throughout the world in any form, media, or technology now known or hereafter developed, including all promotion, marketing, publicity, and any other uses thereof related to the Challenge, without notice or attribution to Organization, or any other entity or person and without obtaining any further permission or license or making any payment whatsoever, and Organization acknowledges that Google has no obligation to use its Submission. Further, Finalists hereby waive all moral rights in and to their Submission (and each individual component thereof) in favour of Google and anyone authorized by Google to use the Submission.

Any material an Organization submits to the Challenge Site or to Google or its representatives and partners is not confidential or proprietary and Google and its representatives and partners shall be under no obligation to maintain the confidentiality of any content submitted.

All Organizations that receive an Award will be required to sign a grant agreement, which will include a provision requiring that any intellectual property rights created with Award funds must be placed and widely disseminated in the public domain, free for any use.

14. PRIVACY: Organizations agree and explicitly consent that personal data entered during the registration, including name, mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes and within the context of the Challenge. This data will also be transferred into the United States. By entering, Organizations agree to the transmission, processing, sharing and storage of this personal data in the United States.

Organizations also understand this data may be used by Google in order to verify an Organization's identity, postal address and telephone number in the event an Application qualifies for an Award. Organizations 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. If an Organization does not provide the data required at registration, that Organization's Application will be ineligible. All personal information that is collected from the Organization is subject to Google's Privacy Policy, located at: <http://www.google.com/intl/en/policies/privacy/>.

15. PUBLICITY: By participating in the Challenge and/or accepting an Award, Organization agrees and consents to Google's and its affiliates' and partners' use of Organization's name and/or likeness, logo(s), Marketing Materials, New Marketing Materials (as applicable) and/or other materials submitted as part of the Application for a reasonable time during and after completion of the Challenge in promotional material of Google (or its affiliates or partners) as a Finalist or Winner of the Challenge without additional notice and/or compensation, unless prohibited by law.

By participating in the Challenge, Organization further agrees that Google (and its affiliates and partners) may make or have made audio, visual and/or audio-video recordings of (i) any aspect of Organization's participation in the Challenge; and/or (ii) the Organization's premises ("Recordings"). As between Organizations and Google, Google owns all intellectual property rights in the Recordings, and may use the Recordings for any purpose and in any way (including advertising and promotional purposes), without further approval from Organization. Organization will ensure that any of Organization's representatives, staff or volunteers who may appear in Recordings enter into separate releases with Google allowing Google to make and use the Recordings.

16. WARRANTY AND INDEMNITY: Organizations warrant that their Applications are their Organization's original work and, as such, the Organization is the sole and exclusive owner and rights holder of the submitted Application (and all components thereof) and that it has the right to submit the Application in the Challenge and grant all required licenses. Each Organization agrees not to submit any Application that (1) infringes 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; or (2) is confidential or proprietary information; or (3) otherwise violates the applicable federal, provincial, territorial or local law. To the maximum extent permitted by law, each Organization indemnifies and agrees to keep indemnified employees, interns, contractors, and official office-holders of Google, its parent companies, subsidiaries, affiliates and partners ("Challenge Entities") at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Organization and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Organization agrees to defend, indemnify and hold harmless the Challenge Entities from and against any

and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Application or other material uploaded or otherwise provided by or on behalf of the Organization that infringes any third party rights (including, but not limited to, copyright, trademark, trade secret, trade dress, patent or other intellectual property right) of any person or entity, or defames any person or entity or otherwise violates their rights (including, but not limited to, rights of publicity or privacy), (b) any misrepresentation made by the Organization in connection with the Challenge; (c) any non-compliance by the Organization (or any representative or purported representative of an Organization) with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Organization's involvement with the Challenge; (e) acceptance, possession, misuse or use of any Award or participation in any Challenge-related activity or participation in this Challenge; (f) any malfunction or other problem with the Challenge Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any award, Finalist(s), or Winner(s).

17. ELIMINATION: Any false information provided within the context of the Challenge by any Organization (including, but not limited to, information concerning identity, mailing address, telephone number, email address, ownership of right) or non-compliance with these Rules or the like may result in the immediate elimination of the Organization from the Challenge.

18. INTERNET: Challenge Entities are not responsible for any malfunction of the entire Challenge Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Applications for any reason, including, but not limited to, 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 an Organization's ability to participate.

19. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Challenge is not capable of running as planned, including, but not limited to, 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 subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec to cancel, terminate, modify or suspend the Challenge, and/or to amend these Rules. Google further reserves the right to disqualify any Organization which tampers with the submission process or any other part of the Challenge or Challenge Site. Any attempt by an Organization to 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 Organization to the fullest extent of the applicable law. Without limiting the generality of the foregoing, Google reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Rules, to the extent deemed necessary by Google, for purposes of verifying compliance by any Organization and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of Google, in its sole discretion, affect the proper administration of the Challenge as contemplated in these Rules, or for any other reason.

20. 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 or otherwise be construed as an offer or contract of employment with either Google, or any of the other Challenge Entities. You acknowledge that you have submitted your Application voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you or your Organization and Google or any of the other Challenge Entities and that no such relationship is established by your submission of an Application under these Rules.

21. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: To the fullest extent permitted by law, these Rules are governed by, subject to, and your Organization submits to the exclusive jurisdiction of the State of California, United States of America in relation to any dispute (contractual or non-contractual), 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. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Challenge-related materials, including, but not limited to, the French version of these Rules, advertising and/or any instructions or interpretations of these Rules given by any representative of Google, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law. To the fullest 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 all Organizations expressly waive any and all such rights.

22. ARBITRATION: By entering the Challenge, your Organization agrees 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 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.

23. FINALISTS AND WINNERS: The Finalists will be announced on the Challenge Site on or about 6 March 2017 and the Winners and Runners-Up will be announced at the Final Event and on the Challenge Site on or about 30 March 2017.