

Google Impact Challenge: US OFFICIAL RULES

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

The **Google Impact Challenge: Cleveland** (the "**Challenge**") is a challenge where Organizations that meet the requirements set forth in these Rules submit applications that are judged using the criteria listed in these Rules for an opportunity to receive an award, as described below.

Applications will be evaluated by a team of Advisors (as defined below), who will choose a total of four (4) winners in accordance with these Rules ("**Winners**"). The Winner 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**").

For the purpose of these Rules:

- "**Application Period**" is defined as beginning at 8:00 a.m. Eastern Time on June 11, 2018 and ending at 11:59 p.m. Eastern Time on July 11, 2018
- "**Contest Area**" is defined as Cuyahoga, Lake, Lorraine, Medina, or Geauga Counties
- "**Challenge Site**" is defined as g.co/clevelandchallenge
- "**Notification and Production Period**" is defined as the period beginning on or about August 14, 2018 and ending on or about October 5, 2018
- "**Voting Period**" is defined as a one week period after Winners 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 before October 15, 2018, signifying the end of the Challenge.

See below for the complete details.

1. BINDING AGREEMENT: In order to enter the Challenge, you must agree to these Rules on behalf of yourself and your Organization. Your submission of an Application (as defined below) in the Challenge constitutes you and your Organization's agreement to these Rules. These Rules form a binding legal agreement between you, your Organization, and Google with respect to the Challenge. 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. You represent and warrant that you are acting within the scope of your employment, as an employee, officer, or director of your Organization, and that your Organization has full knowledge of your actions and has consented thereto, including your Organization's potential receipt of an Award. You further represent and warrant that your actions on behalf of your Organization do not violate your Organization's policies and procedures.

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

- (a) have a material presence in the Contest 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 in the Contest 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.

(d) agree that if you receive an Award, it will not be used for religious instruction.

3. GOOGLE: The Challenge is sponsored by Google LLC ("**Google**"), a limited liability company with its principal place of business at [1600 Amphitheatre Parkway, Mountain View, CA 94043 USA](https://www.google.com/about/press/locations/1600-amphitheatre-parkway-mountain-view-ca-94043-usa/).

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

5. HOW TO ENTER: To enter the Challenge, visit the Challenge Site during the Application Period and provide the information requested following the instructions for submitting the online application ("**Application**"). The Application must meet the "**Application Requirements**" described below.

LIMIT OF ONE (1) APPLICATION PER ORGANIZATION, EXCEPT IF THE APPLICATION IS SUBMITTED BY (1) A FISCAL SPONSOR ON BEHALF OF A SPONSORED GROUP, OR (2) A COLLEGE OR UNIVERSITY. If multiple Applications are received for a single organization (or on behalf of a single sponsored group, regardless of sponsoring entity), except for universities and colleges, only the last application submitted will be considered. Colleges or universities that are otherwise eligible may submit multiple applications provided that no more than one application is submitted per individual faculty or staff member authorized to represent the college or university. 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 Authorized 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 Authorized Account Holder for that email address. The "Authorized Account Holder" is the natural person authorized 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 addresses for the domain.

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

(a) 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, 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 any applicable federal, state or local laws and 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.

(g) Your Organization must meet the Eligibility Criteria.

During the Application Period, Google, its agents and/or the Advisors (as defined below) will be evaluating each Application to ensure that it meets the Application Requirements.

7. JUDGING: A team of Google employees and external experts (“**Advisors**”) will select the top four (4) Applications as Winners based on the following criteria (“**Criteria**”):

- (a) Community Impact. Does the proposed project create economic opportunity in the Cleveland area? Does it improve the lives of people in our community?
- (b) Innovation. Does the project provide an unexpected solution to an unmet need? Is it a novel application of a time-tested idea?
- (c) Reach. Does the project have ambitious goals and embody a big idea? Does it have the potential to scale directly or to serve as a model for other communities?
- (d) Feasibility. Is the team well-equipped to execute on the project and do they have a well-developed and realistic plan? Is the organization’s leadership nimble and inspired?

In the event of a tie, the Application that received the higher score from the Advisors in the category of “Innovation” will be selected as one of the Winners. In the event a Winner is disqualified for any reason during any phase of the Challenge, the Application that received the next highest total score will be chosen as the Winner.

In order for the Advisors to select the Winners, any applicant Organization may be required to submit additional information, 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; and
- (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 an Organization does not respond to the request for additional information within two (2) days from the first notification attempt, then such Organization may be disqualified.

During the Notification and Production Period, the Winners 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 Winner engages in a live conversation with Google or when a message is left on the Winner’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 four (4) Winners 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 Advisors in the category of “Innovation” will be selected as the People’s Choice Winner. Determinations of the Advisors and the public vote are final and binding.

9. AWARDS: The Winners will receive the following awards (“**Awards**”), subject to the additional requirements set forth in Section 10. The People’s Choice Winner will receive \$100,000 grant funding and training from Google LLC or Google LLC employee volunteers. Each of the three (3) Winners not selected as the People’s Choice Winner will receive \$50,000 in grant funding and training from Google LLC or

Google LLC 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 WINNERS: Winners 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 Winner does not pass the due diligence review as determined by Google and/or the Tides Foundation, at their sole discretion, or if a Winner does not agree to the terms of a grant agreement, the Winner may be disqualified and an alternate Winner will be selected from among all eligible Applications received based on the judging criteria described above. Google reserves the right, at its sole discretion, to fund a project based in whole or in part on a Winner's Application, and to modify the project scope at any point in time. Google may also, at its sole discretion, make Award payments to the Winners over a period of time based on project performance milestones. Winners 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 Winner's office(s), or other locations to be mutually determined by Google and Winner, during the Notification and Marketing Production Period. Any Winner 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 next highest scoring Application will be designated as an alternative Winner. Marketing Materials and New Marketing Materials may be used on the Challenge Site to allow the public to select the People's Choice Winner (as defined below).

11. TAXES: AWARDS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT WINNERS 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 WINNERS. In order to receive an Award, 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. Winners are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a Winner fails to provide such documentation or comply with such laws, the award may be forfeited and Google may select an alternative Organization as a Winner from among all eligible Applications received based on the judging criteria described above.

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

13. INTELLECTUAL PROPERTY RIGHTS: Your Organization hereby grants to Google and its affiliates, partners, and representatives a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display all materials submitted to the Challenge Site or to Google or its representatives as part of its Application, including, without limitation, Marketing Materials, photographs, comments, information, text, video, feedback, creative ideas, suggestions, or other materials ("**Submission**"), in whole or in part, throughout the world in any form, media, or technology, including all promotion, marketing, publicity, and any other uses thereof related to the Challenge, without notice or attribution to you, your Organization, or any other entity or person and without obtaining any further permission or license or making any payment

whatsoever, to the maximum extent permitted by law, and your Organization acknowledges that Google has no obligation to use your Submission.

To help Google with its review of your Application, Google may disclose your 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, Google LLC, Advisors, 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 Winners will be required to agree to the terms of a grant agreement, which will include a provision requiring that any intellectual property created with Award funds must 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.

14. PRIVACY: You and Organization agree that your personal data entered during registration or included in your Application or Submission, including your name, mailing address, phone number, and email address (or such information about other people affiliated with your Organization) may be processed, stored, shared and otherwise used for the purposes of administering the Challenge and within the context of the Challenge. You and your Organization also understand this data may be used by Google in order to verify your Organization's identity, postal address and telephone number in the event an Application qualifies for an award. 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. If your Organization does not provide the data required at registration, your Organization's Application will be ineligible. All personal information that is collected from you in connection with the Challenge is subject to Google's Privacy Policy located at: <http://www.google.com/intl/en/policies/privacy/>.

15. PUBLICITY: By accepting an Award, your Organization agrees and consents to Google, Google LLC and its affiliates and agencies use of such Organization's name, likeness, logo(s), and/or Marketing Materials in conjunction with publicizing or announcing the Challenge or Award without any additional release or compensation, unless prohibited by law.

16. REPRESENTATION, WARRANTY AND INDEMNITY: You and your Organization represent and warrant that your Organization's Submission is your Organization's original work and, as such, your Organization is the sole and exclusive owner and rights holder of the its Submission and all intellectual property contained in it, and that it has the right to submit the Submission to the Challenge and grant all required licenses. You and your Organization agree not to submit anything 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; (2) is confidential or proprietary information; or (3) otherwise violates applicable state, federal or local law. To the maximum extent permitted by law, you and your Organization will defend and indemnify Advisors, employees, interns, contractors, and official office-holders of Google, Google LLC and their parent companies, subsidiaries, and affiliates ("**Challenge Entities**") from and against any and all liability, claims, demands, losses, damages, costs and expenses (including attorney's fees) resulting from, arising out of or accruing from (a) any Submission that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames

any person or violates their rights of publicity or privacy, (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) claims brought by persons or entities other than the parties to these Rules arising from or related to you or your 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; (h) any typographical or other error in the printing, offering or announcement of any Award or Winners; (i) any act, default or omission by you or your Organization; or (j) breach of a representation or warranty by you or your Organization.

17. 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 or non-compliance with these Rules or the like may result in the immediate elimination of your 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 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: Google reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Challenge at any time. Google further reserves the right to disqualify any Organization which Google reasonably believes has: (1) tampered with the submission process or any other part of the Challenge or Challenge Site, (2) attempted to undermine the legitimate operation of the Challenge by cheating, deception, (3) been involved in other unfair practices, (4) annoyed, abused, threatened or harassed any other Organizations, Google, or the Advisors, or (5) submitted an Application that does not meet the Application Requirements or does not otherwise comply with the Rules. Any attempt by an Organization 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 Organization to the fullest extent of the applicable law.

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 be construed as an offer or contract of employment with Google or the Challenge Entities. Your Organization acknowledges that it has submitted its Application 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.

21. 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.

22. 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.

23. 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.