

## **Google.org Impact Challenge: DUBLIN OFFICIAL RULES**

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

The **Google.org Impact Challenge Dublin** (the "**Challenge**") is a challenge where Organisations 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 Reviewers (as defined below), who will select a total of fifteen (15) finalists in accordance with these Rules ("**Finalists**"). A team of Judges (as defined below) will then select four (4) of the Finalists as winners ("**Winners**") in accordance with these Rules. In addition, a fifth 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**"). The Finalists, the Winners and the People's Choice Winner will all receive an Award, as described in more detail below.

For the purpose of these Rules:

- "**Application**" is defined as the online application form which applicants fill out and submit in order to be eligible for the Challenge.
- "**Application Period**" is defined as beginning at 12 a.m. (GMT) on November 5, 2018 and ending at 11:59 p.m. (GMT) on December 6, 2018 inclusive
- "**Contest Area**" is defined as County Dublin, Ireland
- "**Challenge Site**" is defined as [g.co/dublinchallenge](http://g.co/dublinchallenge)
- "**Notification and Marketing Production Period**" is defined as February 8, 2019 through March 12, 2019 inclusive
- "**Voting Period**" is defined as the one week period after Finalists have been selected in which public voting is conducted to select the People's Choice Winner
- "**End Date**" is the date when the People's Choice Winner and the Winners are announced, during the week of March 26, 2019, 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 Organisation. You agree that your submission of an Application in the Challenge constitutes you and your Organisation's agreement to these Rules. These Rules form a binding legal agreement between you, your Organisation and Google with respect to the Challenge, therefore please ensure you read the Rules carefully. 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 Organisation, and that your Organisation has full knowledge of your actions and has consented thereto, including your Organisation's potential receipt of an Award. You further represent and warrant that your actions on behalf of your Organisation do not violate your Organisation's policies and procedures.

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

- (a) have a material presence in the Contest Area;
- (b) be (1) a charitable organisation registered with the Charities Regulatory Authority ("CRA"); (2) a sports body with tax exemption; (3) an educational institution, including schools, colleges, universities, and trade schools; (4) an organisation pursuing public benefit activities on a non-profit basis, which may include companies limited by guarantee;
- (c) suggest a project with a clear charitable purpose, as determined by Google and/or Google's donor advised fund, the Tides Foundation ("**Tides**"), in their sole discretion;
- (d) 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.
- (e) agree that if you receive an Award, it will not be used for religious instruction or advancement.

**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](#).

**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 Application . The Application must meet the "**Application Requirements**" described below.

LIMIT OF ONE (1) APPLICATION PER ORGANISATION, EXCEPT IF THE APPLICATION IS SUBMITTED BY A COLLEGE OR UNIVERSITY. If multiple Applications are received for a single organisation, 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 Organisation to submit an Application and assigned to an email address by an Internet service provider, online service provider, or other organisation responsible for assigning email addresses for the domain.

**6. APPLICATION REQUIREMENTS:** Your Organisation'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 Organisation must meet the Eligibility Criteria.

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

**7. JUDGING:** Applications will be evaluated by a team of Google employees and external experts (“**Reviewers**”) who will select the fifteen (15) Finalists. The Finalists’ Applications will then be reviewed by a panel of internal and external experts (“**Judges**”) and by the public. Each Application will be evaluated by the Reviewers and the Judges based on the following criteria (“**Judging Criteria**”):

- (a) **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?
- (b) **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?
- (c) **Scalability.** If successful, how easily can this project scale? Can this proposal serve as a model for other efforts?
- (d) **Feasibility.** Is the team well-equipped to execute the project and do they have a well-developed and realistic plan? Is the organisation’s leadership nimble and inspired?

There will be 2 rounds of judging. For the first round, Reviewers will evaluate each Application based on the Judging Criteria. The 15 Applications that receive the highest overall scores from the Reviewers, and which pass the required due diligence, will be selected as the Finalists.

In the event of a tie, the Application that received the higher score from the Reviewers in the category of “Innovation” will be selected as one of the Finalists. In the event a Finalist 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 Finalist.

In order for the Reviewers to select the Finalists, any applicant Organisation 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; and
- (d) Further details or information on the Organisation’s project idea and implementation plan.

If an Organisation does not respond to the request for additional information within two (2) business days from the first notification attempt, then such Organisation will be disqualified.

During the Notification and Marketing Production Period, the Finalists will be 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:** The Finalist with the highest number of public votes will be chosen as the People's Choice Winner. 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. JUDGE VOTE:** The Judges will evaluate and attribute a score to each of the Finalists' Applications based upon the Judging Criteria. The four (4) Finalists that receive the highest overall scores from the Judges will be selected as Winners. 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 one of the Winners. In the event that the Judges select the Public Vote Winner as one of their Winners, the Finalist that received the next highest score from the Judges will be selected as the fourth Winner. Determinations of the Judges are final and binding.

**10. AWARDS:** The Finalists will each receive the following awards ("**Awards**"), subject to the additional requirements set forth in Section 10. The People's Choice Winner as well as the four (4) Winners will receive €100,000 grant funding each and training from Google or Google employee volunteers. Each of the ten (10) Finalists not selected as the People's Choice Winner or the Winners will receive €50,000 in grant funding and training 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.

**11. ADDITIONAL REQUIREMENTS FOR FINALISTS:** Finalists 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 Finalist does not pass the due diligence review as determined by Google and/or the Tides Foundation, at their sole discretion, or if a Finalist does not agree to the terms of a grant agreement, the Finalist will be disqualified and an alternate Finalist may be selected from among all eligible Applications received based on the Judging Criteria. Google reserves the right, at its sole discretion, to fund a project based in whole or in part on a Finalist'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 Finalists over a period of time based on project performance milestones. Finalists 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 the 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 contained therein. Any New Marketing Materials that consist of video or photos will be shot at Google's office(s), at Finalist's office(s), or other locations to be mutually determined by Google and Finalist, during the Notification and Marketing Production Period. 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 next highest scoring Application may be designated as an alternative

Finalist. Marketing Materials and New Marketing Materials may be used on the Challenge Site to allow the public to select the People's Choice Winner .

**12. TAXES:** AWARDS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT FINALISTS 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 FINALISTS. In order to receive an Award, Finalists 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. Finalists are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a Finalist fails to provide such documentation or comply with such laws, the award may be forfeited and Google may select an alternative Organisation as a Finalist from among all eligible Applications received based on the Judging Criteria.

**13. GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. Google reserves the right to disqualify an Organisation from the Challenge if, in Google's sole discretion, it reasonably believes that the Organisation has attempted to undermine the operation of the Challenge by cheating, deception or other unfair or unlawful practices or where the Organisation annoys, abuses, threatens or harasses any Reviewer, Judge, another Organisation or Google.

**14. INTELLECTUAL PROPERTY RIGHTS:** Your Organisation 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 Organisation, 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. Your Organisation 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 Submission may therefore 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 Organisation waive any claim that anything included in your Submission is proprietary or confidential and you agree that Google or its representatives and partners shall be under no obligation to maintain the confidentiality of your Submission.**

**All Finalists 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.**

**15. PRIVACY:** Any personal data entered by you 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 Organisation) may be processed, stored, shared and otherwise used for the purposes of administering the Challenge and within the context of the Challenge. This data may be used by Google in order to verify your Organisation's identity, postal address and telephone number in the event an Application qualifies for an award. You, your Organisation, 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 Organisation does not provide the data required at registration, your Organisation'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/>.

**16. PUBLICITY:** By accepting an Award, your Organisation agrees and consents to Google and its affiliates and agencies use of your Organisation'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.

**17. REPRESENTATION, WARRANTY AND INDEMNITY:** You and your Organisation represent and warrant that your Organisation's Submission is your Organisation's original work and, as such, your Organisation is the sole and exclusive owner and rights holder of the content contained in the Submission and all intellectual property contained therein, and that it has the right to submit the Submission to the Challenge and grant all required licenses. You and your Organisation agree that the Submission does not contain 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 applicable law, you and your Organisation will defend and indemnify judges, employees, interns, contractors, and official office-holders of Google, 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 Organisation in connection with the Challenge; (c) any non-compliance by you or your Organisation 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 Organisation'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 Finalists; (i) any act, default or omission by you or your Organisation; or (j) breach of a representation or warranty by you or your Organisation.

**18. ELIMINATION:** Any false information provided within the context of the Challenge by you or your Organisation 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 Organisation from the Challenge.

**19. 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 Organisation's ability to participate.

**20. 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 Organisation 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 Organisations, Google, the Reviewers or the judges, or (5) submitted an Application that does not meet the Application Requirements or does not otherwise comply with the Rules. Any attempt by an Organisation 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 Organisation to the fullest extent of the applicable law.

**21. 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 Organisation acknowledges that it has submitted its Application voluntarily. You and your Organisation acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract for employment now exists between you or your Organisation and Google or the Challenge Entities and that no such relationship is established by your Organisation's submission of an Application under these Rules.

**22. 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 Organisation expressly waive any and all such rights.

**23. ARBITRATION:** By entering the Challenge, you and your Organisation 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 Organisation 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.

**24. FINALISTS:** The Finalists will be announced on the Challenge Site during the Notification and Marketing Production Period and before the Voting Period starts. The People's Choice Winner and the Winners will be announced on the End Date on the Challenge Site.