

Google Impact Challenge: Bay Area

OFFICIAL RULES

THIS CHALLENGE IS OPEN ONLY TO ORGANIZATIONS THAT HAVE A REGISTERED OFFICE IN THE SAN FRANCISCO BAY AREA (AS DEFINED BELOW) AND ARE RECOGNIZED AS A NONPROFIT ORGANIZATION ACCORDING TO THE ELIGIBILITY CRITERIA DESCRIBED BELOW ("**ORGANIZATION**"). ENTRY IN THIS CHALLENGE CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The **Google Impact Challenge: Bay Area** (the "**Challenge**") is a challenge where participating Organizations submit grant applications, which includes a description of their mission, specific project idea and implementation plan, and track record; and for selected Finalists and/or Winners (as defined below), Marketing Materials (as defined below) ("**Application**"), for the chance of being awarded a monetary and/or in-kind grant as described below (the "**Award**"). The grant Applications will be evaluated by a team of Google employees and Advisors (as described below), who will choose 15 Runners Up (as defined below) and 10 Finalists in accordance with these Official Rules. The four (4) Finalists whose Marketing Materials (as defined below) receive the most public votes will be chosen as the Challenge winners ("**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. Your Organization agrees that submission of an Application in the Challenge constitutes you and your Organization's agreement to 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 your Organization agrees 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, your Organization must:

- (a) be an authorized representative of an Organization that has a registered office in one of the following counties in California: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, or Sonoma (together, the "**San Francisco Bay Area**"); if your Organization is a fiscal sponsor submitting the Application on behalf of a sponsored group, both your organization and the sponsored group must be located in the San Francisco Bay Area;
- (b) be a registered US 501(c)(3) public charity;
- (c) have access to the Internet as of June 23, 2015 in order to submit an Application and participate in other online aspects of the Challenge;
- (d) not discriminate on any unlawful basis in either hiring/employment practices or in the administration of programs and services;
- (e) not discriminate on the basis of sexual orientation or gender identity in hiring/employment practices; and
- (f) agree that if you receive an Award, it will be used for programs open to all persons regardless of religion and will not be used for religious instruction.

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. Google: The Challenge is organized by Google Inc. ("**Google**"), a company incorporated under the laws of the United States whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA.

4. APPLICATION PERIOD: The Challenge begins at 8:00 a.m. PT on June 23, 2015 and ends at 11:59 p.m. PT on July 23, 2015 ("**Application Period**").

5. HOW TO ENTER: To enter the Challenge, visit the Challenge website located at g.co/bayareachallenge ("**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 the "**Application Requirements**," described below.

LIMIT OF ONE (1) APPLICATION PER ORGANIZATION, EXCEPT IF THE APPLICATION IS BEING SUBMITTED BY A FISCAL SPONSOR ON BEHALF OF A SPONSORED GROUP. Subsequent Applications will be disqualified. The top 10 Finalists from the Google Impact Challenge Bay Area 2014 are not eligible to apply for this Challenge. 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 address for the domain.

All Finalists (as defined below) may 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 will pay for the creation of any such new Marketing Materials ("New Marketing Materials"). Any New Marketing Materials that consist of video or photos will be shot at Google's offices in Mountain View, San Bruno, or San Francisco, or at Finalist's office, or other locations to be mutually determined by Google and Finalist, during the period between August 28, 2015 and September 29, 2015. 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 Advisors (as defined below) will select the next highest scoring Application as a new Finalist. Marketing Materials and New Marketing Materials will be used on the Challenge Site to allow the public to select the Winners (as defined below).

6. APPLICATION REQUIREMENTS: Your Organization's Application must meet the following 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 all 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) It must be submitted by an Organization that has a registered office in the San Francisco Bay Area. If your Organization is a fiscal sponsor submitting the Application on behalf of a sponsored group, the sponsored group must also be located in the San Francisco Bay Area.
- (h) It must be submitted by an Organization that is a registered US 501(c)(3) public charity.

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

7. JUDGING: A team of Google employees and external experts (collectively, the “**Advisors**”) will select the top 25 Applications. If the top 25 Applications pass the required legal due diligence and sign a grant agreement as described below, they will be selected as award recipients (“**Award Recipients**”). The Advisors will evaluate each Application based on the following criteria (“**Criteria**”):

(a) Community impact. Does the proposed project improve the lives of local residents? We're looking for projects with creative approaches to meeting basic human needs, improving quality of life, or helping all residents reach their full potential.

(b) Innovation. Does the project reflect ambitious goals and an unexpected solution to an unmet need? We're looking for transformative projects that have the potential to create lasting change.

(c) Reach. Does the project have the potential to help a large number of people or serve as a model for other communities? We're looking for projects with big ideas that are likely to grow beyond the initial scope of impact.

(d) Feasibility. Is the organization's leadership nimble, adventurous, and inspired? Does the team have a well-developed, realistic plan to execute on the proposal? We're looking for teams with a proven track record who can articulate the key drivers that will determine the success or failure of the project.

Out of the pool of Award Recipients, the 15 Applications that receive the lowest scores will be selected as the runners up (“**Runner(s) Up**”), and the 10 Award Recipients that receive the highest overall scores will be selected as the finalists (“**Finalist(s)**”). 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 or Runners Up or Finalists. In the event an Organization 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 Award Recipient, Runner Up or Finalist, as appropriate.

In order to permit the Advisors to select the Award Recipients, an 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 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 **2** days from the first notification attempt, then such Organization will be disqualified.

During the period of August 28, 2015 and September 29, 2015, the Award Recipients will be selected and notified by telephone and/or email, at Google's discretion. All Award Recipients will be required to sign a grant agreement, as described below. If an Award Recipient does not sign a grant agreement, then such Award Recipient will be disqualified and an alternate Award Recipient will be selected from among all eligible Applications received based on the judging criteria described herein. With respect to notification by telephone, such notification will be deemed given when the Award Recipient engages in a live conversation with Google or when a message is left on the Award Recipient'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: Four Finalists will be chosen as Winners by the public based on the public's vote on the Marketing Materials submitted by each Finalist. The public voting will be done offline and online through the Challenge Site, and will take place between September 29, 2015 and October 20, 2015. 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. Determinations of the Advisors and the public are final and binding.

9. AWARDS:

Winners: Each of the four Winners will receive:

- \$500,000 grant funding;
- Support from Google volunteers; and
- Subsidized access to co-working space for 1 year.

Remaining Finalists: Each of the six Finalists not selected as Winners will receive:

- \$250,000 grant funding;
- Support from Google volunteers; and
- Subsidized access to co-working space for 1 year.

Runners Up: Each of the 15 Runners Up will receive:

- \$100,000 grant funding; and
- Support from Google volunteers.

10. AGREEMENTS: All selections of Award Recipients are subject to a legal due diligence review of each Organization, and the execution of a grant agreement with Google (and/or its donor processing agent, the

Tides Foundation). If an Organization does not pass the legal due diligence review as determined by Google and/or its donor processing agent, the Tides Foundation, at their sole discretion, or if the Organization does not sign a grant agreement, Google will select another Organization as a Runner Up or Finalist, or in the case of an Winner, the Finalist with the next highest number of public votes. Google reserves the right, at its sole discretion, to fund a project based in whole or in part on an Award Recipient'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 Award Recipients over a period of time based on milestones. If an Organization is chosen as a Finalist, the Organization will receive, if it desires, a subsidized membership to co-working office space in the Bay Area, provided the Finalist signs an agreement, as applicable.

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, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and approximate retail value will not be awarded.

11. TAXES: MONETARY AND/OR IN-KIND GRANTS TO AWARD RECIPIENTS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE 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 AWARD RECIPIENTS. In order to receive an Award, Award Recipients 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. The Award Recipient is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If an Award Recipient 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 Runner Up, Finalist, and/or Award Recipient, as appropriate.

12. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. Google reserves the right to disqualify any Organization from the Challenge if, in Google's sole discretion, it reasonably believes that the Organization has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair practices or annoys, abuses, threatens or harasses any other Organizations, Google, or the Advisors.

13. INTELLECTUAL PROPERTY RIGHTS: 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, 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. 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. Your Submission and ideas may become public and others exposed to your ideas, including but not limited to Google, may be working on similar ideas or technology now or in the future. If you submit an idea, you waive any claim that any information included in your idea is proprietary or confidential.

All Award Recipients 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 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 of administering the Challenge and within the context of the Challenge.

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 accepting an Award, Award Recipient agrees and consents to Google and its agencies use of Organization's name, likeness, logo(s), and/or Marketing Materials in conjunction with announcing the Award without any additional compensation, unless prohibited by law. Organization's information may also be transferred to countries outside the country of Organization's incorporation. Such other countries may not have privacy laws and regulations similar to those of the country of Organization's incorporation.

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 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 state, federal 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, or their parent companies, subsidiaries, affiliates ("**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 the Organization 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 the

Organization in connection with the Challenge; (c) any non-compliance by the 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 or Winners.

17. ELIMINATION: Any false information provided within the context of the Challenge by any 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 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 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 tampers with the submission process or any other part of the Challenge or Challenge Site. 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 either Google, or the Challenge Entities. Your Organization acknowledges that it has submitted its Application voluntarily and not in confidence or in trust. Your Organization acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract 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 all Organizations expressly waive any and all such rights.

22. ARBITRATION: By entering the Challenge, 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 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. RUNNERS UP, FINALISTS AND WINNERS: The Finalists and Runners Up will be announced on the Challenge Site on or about September 29, 2015, and the four Winners will be announced on the Challenge Site on or about October 21, 2015.