

Google Impact Challenge in the UK - OFFICIAL RULES

THIS CHALLENGE IS OPEN ONLY TO ORGANISATIONS BASED IN THE UNITED KINGDOM AND EITHER (1) REGISTERED WITH THE CHARITY COMMISSION OF ENGLAND AND WALES OR THE OFFICE OF THE SCOTTISH CHARITY REGULATOR OR (2) RECOGNISED AS A CHARITY FOR TAX PURPOSES BY HMRC ("ORGANISATION"). ENTRY IN THIS CHALLENGE CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The **Google Impact Challenge in the UK** (the "Challenge") is a challenge where participating Organisations submit grant applications and Marketing Materials (as defined below), which include 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 (the "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. 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 Organisation. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an Application in the Challenge constitutes your and your Organisation's agreement to these Rules. You may not submit an Application to the Challenge and your Organisation is not eligible to receive an Award described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between your Organisation and Google with respect to the Challenge.

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

- (a) be an authorised representative of an Organisation based in the United Kingdom and registered with the Charity Commission of England and Wales, or the Office of the Scottish Charity Regulator; or recognised as a charity for tax purposes by HMRC;
- (b) not be an entity under U.S. or U.K. export controls or sanctions;
- (c) have access to the Internet as of 15 May 2014 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 programmes and services;
- (e) not discriminate on the basis of sexual orientation or gender identity in hiring/employment practices;
- (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; and
- (g) not have been chosen as a finalist in Google's Global Impact Challenge in the UK in 2013.

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 Organisation. You warrant that you are acting within the scope of your employment, as an employee, officer or director of Organisation, and that such Organisation has full knowledge of your actions and has consented thereto, including the Organisation's potential receipt of an Award. You further warrant that your actions do not violate your Organisation's policies and procedures.

3. Google: The Challenge is sponsored by Google Ireland Limited ("Google"), a company incorporated

under the laws of Ireland whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland.

4. APPLICATION PERIOD: The application period begins at 0800 GMT in the United Kingdom on 15 May 2014 and ends at 2359 GMT on 6 June 2014 ("Application Period").

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

LIMIT ONE (1) APPLICATION PER ORGANISATION. Subsequent Applications will be disqualified. 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 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 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 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 office in London, at Finalist's office, or other locations to be mutually determined by Google and Finalist, during the period between 7 July 2014 and 11 July 2014. If the New Marketing Materials are shot at Google's office, Google will pay for the travel related expenses for two representatives of each Finalist to travel to London, if they are not based in London (as described below). Any Finalist which does not submit Marketing Materials or does not work with Google to create New Marketing Materials will be disqualified, and the Judges (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 website.

6. APPLICATION REQUIREMENTS: The 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, provincial or local laws and regulations in any state 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 can only be in English.
- (g) It must be submitted by an Organisation that is based in the United Kingdom.
- (h) It must be submitted by an Organisation that is registered with the Charity Commission of England and Wales, the Office of the Scottish Charity Regulator, or recognised as a charity for tax purposes by HMRC.

During the Application Period, Google, its agents, the Reviewers (as defined below), and/or the Judges (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 Organisation which submits an Application that does not meet the Application Requirements.

7. JUDGING: Each Application will be evaluated by a team of Google employees ("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:

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. 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 2 rounds of judging. For the first round, Reviewers will evaluate and attribute a score to each Application made up of scores based upon the above-listed criteria. The 10 Applications that receive the highest overall scores, and which pass the required legal due diligence, 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 Organisation is disqualified for any reason, the Application that received the next highest total score will be chosen as the Finalist, provided it passes the required legal due diligence.

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

- (a) Audited financial statements;
- (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 Organisation has operations outside of the UK, if any;
- (f) Relevant information on any government affiliation or public funding; and
- (g) Further details or information on Organisation's project idea and implementation plan.

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

During the period of 4 July 2014 and 18 July 2014, the Finalists will be selected and notified by telephone and/or email, at Google's discretion. All Finalists will be required to sign a grant agreement, as described below. If a Finalist does not respond to the notification attempt within **2** days from the first notification attempt, or does not sign a grant agreement, then such Finalist will be disqualified and an alternate Finalist 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 Finalist engages in a live conversation with Google or when a message is left on the Finalist's voicemail service or answering machine by the 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 then be required to pitch their idea to the Judges at a final event in person in London (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 above-listed criteria. A total of four (4) Organisations will be selected as winners ("Winners"). The three (3) Applications 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 "Technology / Innovation" will be selected as one of the Winners. One additional Application will be chosen as a Winner by the public based on the public's vote. The public voting will be done online through the Challenge Site and will take place between 18 July 2014 to 30 July 2014. Determinations of the Judges and the public are final and binding.

8. AWARDS: Each of the four (4) Winners will receive £500,000 grant funding and the opportunity to receive limited technical assistance from Google. Each of the six (6) Finalists not selected as Winners will receive £200,000 grant funding and the opportunity to receive limited technical assistance from Google.

9. TRAVEL EXPENSES FOR FINALISTS NOT RESIDING IN LONDON: Google will pay reasonable travel expenses for two representatives from each Finalist organisation who do not reside in London in order to travel to the Marketing Materials shooting (if not shot at Finalist's office); and to the Final Event. Travel expenses will include: (1) round-trip airfare (economy) or train or bus (as determined by Google) for the Finalist to travel from the major airport/train or bus station closest to the individual's residence to Google's London office; (2) double-occupancy hotel accommodation for one night in London; and (3) meals. Certain black-out dates apply. You are 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 sole responsibility of the Finalist. Award is not redeemable for cash.

10. GRANT AGREEMENTS: All selections of Finalists are subject to a legal due diligence review of each Organisation, and the execution of a grant agreement between Google and each Organisation. If the Organisation (whether selected by the Judges or by the public) does not pass the legal due diligence review (as determined by Google in its sole discretion), or if the Organisation does not sign a grant agreement, Google will select another Organisation as a Finalist, or in the case of a Winner, the Finalist with the next highest score from the Final Event as a Winner.

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: IN-KIND OR MONETARY GRANTS TO FINALISTS 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, LOCAL, PROVINCIAL 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. 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, including, where relevant, the law of the Finalists' country of residence. The Finalist is responsible for ensuring that it complies 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, in its sole discretion, select an alternative Finalist and/or Winner.

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

13. INTELLECTUAL PROPERTY RIGHTS: The Organisation retains ownership of all intellectual and industry property rights (including moral rights) in 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 (each a "Submission" and collectively, the "Submissions"). Finalists hereby grant 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 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 you, the Finalist, or any other entity or person and without obtaining any further permission or license or making any payment whatsoever, and you acknowledge that Google has no obligation to use your Submission.

Any material an Organisation 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 Finalists 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: Organisations 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 and within the context of the Challenge. This data will also be transferred into the United

States. By entering, Organisations agree to the transmission, processing, sharing and storage of this personal data in the United States.

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

15. PUBLICITY: By accepting an Award, Organisation agrees and consents to Google and its agencies use of Organisation's name and/or likeness to name the Organisation for a reasonable time during and after completion of the Challenge in promotional material of Google (or its agents) as a Finalist or Winner of the Challenge without additional compensation, unless prohibited by law. Pursuant to EU law pertaining to data collection and processing, you are informed that:

- (a) the data controller is Google and the data recipients are Google and its agents;
- (b) your data is collected for purposes of administration of the Challenge and for promotion purposes;
- (c) you have a right of access to and withdrawal of your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to impactchallenge@google.com; and
- (d) your personal data will 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: Organisations warrant that their Applications are their Organisation's original work and, as such, the Organisation 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 Organisation 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, provincial or local law. To the maximum extent permitted by law, each Organisation 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 Organisation and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Organisation 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 Organisation 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 Organisation in connection with the Challenge; (c) any non-compliance by the Organisation with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the 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; or (h) any typographical or other error in the printing, offering or announcement of any award or Finalists.

17. ELIMINATION: Any false information provided within the context of the Challenge by any 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 the Organisation 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 Organisation'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 infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge. Google further reserves the right to disqualify any Organisation which tampers with the submission process or any other part of the Challenge or Challenge Site. 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.

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. 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 Organisation and Google or the 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: These Rules are governed by English law and your Organisation submits to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning these 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 Organisations expressly waive any and all such rights.

22. ARBITRATION: By entering the Challenge, your Organisation 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 you and Google of whatsoever kind or nature arising out of these Rules, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitration shall be English.

23. FINALISTS AND WINNERS: The Finalists will be announced on the Challenge Site on or about **18 July 2014**, and the four Winners will be announced on the Challenge Site on or about **31 July 2014**.