

**Thomson Reuters Regtech Competition 2019  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.**

This Thomson Reuters Regtech Competition 2019 (the "Contest") begins on August 12, 2019 at 9:00 am Eastern Time ("ET") and ends at the conclusion of the Final Live Pitch Event, currently scheduled to take place on October 29, 2019 (the "Contest Period"). Registration into this Contest constitutes acceptance of these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. If you do not agree to be legally bound by these Official Rules, then do not participate in this Contest. This Contest is sponsored by Quesnay Inc., 201 Washington St., Boston, MA 02108 USA ("Sponsor" or "Quesnay") and is co-sponsored by Thomson Reuters Holdings Inc., a Delaware corporation with an office at Metro Center, One Station Place, Stamford, CT 06902 ("Co-Sponsor" or "Thomson Reuters").

## **1. CONTEST OBJECTIVE**

How might startups' solutions help lawyers, tax professionals, corporations, and governments in solving challenges across the regulation value chain; from understanding proposed rules and regulations, assessing their impact, and reacting or complying with them?

We're looking to partner with and invest in regulation-focused startups to bring to market solutions that will enable and empower professionals in practice, commerce, and government.

## **2. ELIGIBILITY**

- A. **Eligibility Criteria:** This Contest is open to individuals who are 18 years of age or older at the time of entry. This Contest is also open to Eligible Entities who apply via an Authorized Representative. An Eligible Entity is a sole proprietorship, corporation, partnership or other entity that is in compliance with the applicable laws, decrees, regulations and guidelines of its jurisdiction of residence. Eligible Entities may be required to submit proof of eligibility to Sponsor and Co-Sponsor in the form of an Employer Identification Number, Articles of Incorporation, Certificate of State Registration, or other form of government-issued documentation deemed acceptable by Sponsor and Co-Sponsor in their sole and absolute discretion. An Authorized Representative is an individual who is (a) 18 years of age or older, and (b) a legally authorized representative of an Eligible Entity for purposes of submitting an entry to the Contest. An Authorized Representative may be required to submit written proof of his or her authorization to submit an entry into the Contest on behalf of an Eligible Entity. Proof of authorization will be evaluated by Sponsor or Co-Sponsor in their sole and absolute discretion. Sponsor and Co-Sponsor are not responsible or liable for any disputes between individuals and/or entities arising under or related to the Contest. Eligible Individuals and Eligible Entities are each hereinafter referenced as "Participant" or "you." Participants who are not legal residents of the United States agree to be solely responsible for any legal obligation or liability, whether incurred by Participant, Sponsor or Co-Sponsor, that may arise out of Participant's participation in the Contest as a resident of any non-U.S. country or jurisdiction.
- B. **Additional Eligibility Criteria:** The following additional eligibility criteria also apply:
1. Participant must be an Authorized Representative of an Eligible Entity or an eligible individual entrant;
  2. Participant's business model must be business-to-business;
  3. Participant's product offering must address a regulatory-related use case that is applicable to legal professionals, tax professionals, corporations, government and /or regulatory agency users as determined by Sponsor and Co-Sponsor in their sole discretion;
  4. Participant must at least have a product in market with product-market fit and with at least one paying customer; *\*\* no cap on required experience level or time in market \*\**
  5. Participant must be less than 50% owned by corporation / investor (e.g., Venture Capital firm); and
  6. Participant must have outside capital funding of less than fifteen million U.S. dollars (\$15,000,000) or its foreign equivalent, all determined as of the date that Sponsor and Co-Sponsor begin accepting applications (August 12, 2019 at 9:00am ET).

- C. **Ineligibility:** The following individuals and entities are not eligible to participate (1) employees, vendors, or promotion partners of Sponsor, Co-Sponsor or their respective parent/subsidiaries, agents and affiliates; (2) the immediate family members or members of the same household of any such employee or vendor or promotion partner; (3) any individual or entity professionally involved in the development or administration of this Contest; (4) employees of or entities that are governments and/or government-affiliated companies or organizations; or (5) any employee whose employer's guidelines or regulations do not allow entry in the Contest or acceptance of the prize(s).

This Contest is not open to individuals who are permanent residents of the province of Quebec, Canada during the Contest Period, entities with one or more team members who are permanent residents of the province of Quebec, Canada during the Contest Period, or entities located or registered in the province of Quebec, Canada, of which one or more of the owners are permanent residents of the province of Quebec, Canada during the Contest Period. Canadian participants may be required, in Sponsor or Co-Sponsor's sole discretion, to provide proof of a permanent address, business location(s) and/or registration (as applicable) outside of Quebec for verification purposes. In addition, the following are also not eligible to participate: residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma), Sudan, and/or any individuals or entities that are prohibited from doing business in the United States by the government of the United States. This Contest is void in these countries and where otherwise prohibited or restricted by law.

### 3. HOW TO ENTER/PARTICIPATE:

The Contest registration page and additional rules and instructions will be available through the Contest Site: <https://trregtech2019.skild.com/>

- A. **Round 1: Online.** At the Contest Site, potential entrants must follow these steps:
1. **Step One – Registration:** Complete the registration form, which will require you to provide basic demographic information (e.g., organization name, contact name, address), confirm you have not violated any relevant laws, and click-accept these Official Rules, including the Contest Site Terms.
  2. **Step Two – Round 1 “Online Entry” (August 12, 2019 9am US ET- September 9, 2019 9pm US ET):** Complete and submit the Round 1 Entry Form on the Contest Site. The Round 1 Entry Form consists of an application with closed and open-ended questions that are intended to allow Sponsor to obtain an understanding of the Participant's product or solution. Participants will also have the option to upload a video demonstration of the product or solution (no more than 2 minutes in length). See Section 3.D below for additional technical details regarding video submissions. Completed Round 1 Entry Forms must be received by Sponsor no later than September 9, 2019 at 9pm ET.
  3. **Step Three – Round 1 “Online Entry” Submission (Ongoing during Round 1):** Once your Round 1 Entry Form has been received by Sponsor, Sponsor in its discretion may review your Submission for purposes of compliance with these Official Rules. While your Round 1 Entry Form is undergoing this review, it is not yet considered a Submission into the Contest. Only after your Round 1 Entry Form is accepted by Sponsor (in its sole and absolute discretion) will your Round 1 Entry Form become a “Submission” into the Contest.
  4. **Step Four – Round 1 “Online Judging” (from September 13, 2019 at 9am US ET to September 23, 2019 at 9pm US ET):** Co-Sponsor's Online Judges will review and score all Submissions (see Judging Criteria below) to identify up to seven Participants to move ahead in the Contest as Round 2 Finalists. Sponsor will endeavour in good faith to notify Participants whether they have qualified to participate in Round 2 of the Contest by email, telephone, or other mechanism (in Sponsor and Co-Sponsor's sole discretion) by no later than approximately 9am ET on October 1, 2019. Participants will have 48 hours to confirm their participation in Round 2. If a Participant does not respond by the deadline, the Participant may be disqualified or forfeit a possible prize.

**B. Round 2: Offline.** Once the Round 2 Finalists have been identified, the remainder of the Contest process will occur offline.

- 1. Step Five – Round 2 “Pitch Materials” (Deadline: October 25, 2019 at 9 pm US ET):** Round 2 Finalists will be required to provide their final Pitch Materials to Sponsor via email or cloud-hosted shared drive (details will be determined by Sponsor and Co-Sponsor) by 9 pm ET on October 25, 2019 to allow the Sponsor to review all Round 2 materials prior to the Final Live Pitch Event.
- 2. Step Six - Round 2 “Final Live Pitch Event” (October 29, 2019):** The final live pitch event is currently scheduled to take place at Thomson Reuters office in New York, NY. Each Round 2 Finalist will be required to deliver a live pitch of no more than 5 minutes long, including an optional video demonstration of the product, to a panel of Final Pitch Judges, followed by 5 minutes of Q&A with those Judges. The Final Pitch Judges will evaluate each pitch (see Judging Criteria below) and identify three “Thomson Reuters Prize Winners” who will be awarded the prizes described below. Co-Sponsor reserves the right to modify, cancel or terminate the Live Pitch Event in case of unforeseen circumstances. In such circumstances, Sponsor and Co-Sponsor will endeavour in good faith to communicate such changes to all Round 2 Finalists in advance.

**C. Entry Format and Content Requirements.**

- 1. Technical Requirements:** The **Round 1 Entry Form** will provide the option of one video attachment as defined above (collectively, “Video”). The maximum file size for both Video files uploaded to the Contest Site for Round 1 is 200MB. Video files submitted must be provided in one of the following file formats: .avi, .mov, .mp4, .mpg, .mpeg or .wmv. Be sure to save your Video in the original format after uploading it to the Contest Site. If you are later determined to be a potential winner, you may need to provide Co-Sponsor with your Video in its original format in order for the Video to be used in certain formats. Note, a watermark of the Contest Platform, Skild, will be displayed on the Videos once uploaded.
- 2. Length and Language Requirements:** The Round 1 Entry Form will include requirements on the length, format, and language required for the responses to each question on the Round 1 Entry Form.
- 3. Additional Entry Conditions:** Your Round 1 Entry Form and Round 2 Pitch Materials must also comply with all “Additional Conditions” described below or otherwise in these Official Rules (*e.g.*, regarding originality, third party rights, and permissions and releases, *etc.*). All entries (including Round 1 entries and Round 2 entries) not meeting the requirements as set forth in these Official Rules or the instructions on the Contest Site, or that contain prohibited, inappropriate, or irrelevant content, as determined by Sponsor or Co-Sponsor in its sole discretion, will not be eligible for judging and will be disqualified. All Entries suspected by Sponsor or Co-Sponsor of violating the proprietary rights of any third party (including intellectual property rights and rights of privacy/publicity), or any local, state or federal law(s) will be disqualified, at Sponsor or Co-Sponsor’s discretion. Posting of a Video on the Contest Site by Sponsor does not mean the Video has been deemed by Sponsor to be in compliance with these Official Rules.
- 4. Clock:** The Sponsor’s clock is the official time keeping device for this Contest. Entries must be received by the date and time listed in these Official Rules to qualify. No hand, mail or email deliveries will be accepted.
- 5. General Entry Terms:** Once you register and submit your Round 1 Entry Form, you may not further modify or edit your Round 1 Entry Form. The individual or entity named as the Participant on the Contest registration form for the Submission will be deemed the Participant.

All Participants must provide and maintain a valid email address for the duration of the Contest. Sponsor is entitled to send any correspondence associated with this Contest by e-mail. Participants are responsible for making sure that they can be reached by email. If an entrant cannot be reached or fails to timely respond to an email, the Participant may be disqualified or forfeit a possible prize.

In the event of dispute regarding the identity of a Participant, the dispute will be resolved in favour of the individual who is the “authorized email account holder” of the email address provided at

registration. “Authorized email account holder” is defined as the natural person assigned an email address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning email addresses for the domain associated with the submitted email address. Neither Sponsor, Co-Sponsor nor any of their agents or affiliates will be liable for any disputes between collaborators related to a Contest registration, Round 1 Entry Form, Submission, or any other content submitted to Sponsor or Co-Sponsor in connection with the Contest. Neither Sponsor or Co-Sponsor are responsible for late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, and/or unintelligible entries, or for any problems, bugs or malfunctions Participants may encounter when submitting their entry. Only complete valid entries will be accepted. Sponsor will endeavour in good faith to provide Participants with an automated e-mail notification once their entry has been successfully received by Sponsor but cannot guarantee that such email notification will occur. Participants must provide all information requested to be eligible to win. Sponsor and Co-Sponsor reserve the right to disqualify false entries or entries suspected of being false. Incomplete, unreadable, or unintelligible entries, as determined in the sole discretion of Sponsor and Co-Sponsor, will be disqualified. All entries, including all information submitted as part of the Round 1 Entry Form and as part of Round 2 Pitch Materials, become the sole property of Sponsor and Co-Sponsor and will not be acknowledged or returned.

Round 2 Finalists must keep the announcement of advancing to Round 2 confidential until the Sponsor or Co-Sponsor has made a public announcement on the Contest Site.

#### 4. JUDGING CRITERIA

- A. Round 1 Submissions.** Each Round 1 Submission will be reviewed by Online Judge(s) selected by the Sponsor or Co-Sponsor. Judges may include corporation leaders, and industry experts, including lawyers and entrepreneurs. Judging will take place through the Contest Site using the evaluation criteria listed in the table below. Judging will take place from approximately September 13, 2019 at 9am US ET to September 23, 2019 at 9pm ET. In the case of a tie, the Participant among tied Participants whose Submission received the highest score in the "Product fit and value proposition" category from the Online Judge(s) will be deemed the winner. Notwithstanding any other provision of these Official Rules, Co-Sponsor reserves the right, in its sole discretion, to advance a different number of Participants (i.e., either more or fewer than five) to Round 2 of the Contest.

Category	What judges will look for	Weight (%)
Market opportunity	<ul style="list-style-type: none"> <li>Clearly defined problem or opportunity, and evidence of why it exists</li> <li>Clearly defined target market and opportunity size with rationale</li> </ul>	20
Product fit and value proposition	<ul style="list-style-type: none"> <li>Evidence the product offering solves the specific targeted problem and people will pay for it</li> <li>Strength of product and competitive positioning against other alternatives</li> </ul>	25
Management team	<ul style="list-style-type: none"> <li>The team has adequate technical, domain, and management expertise needed to win</li> <li>Evidence on the team’s ability to execute and persevere through challenges</li> <li>A realistic view of strengths, challenges, and risks</li> </ul>	15
Business, vision & growth plan	<ul style="list-style-type: none"> <li>Clear growth strategy</li> <li>Feasibility of the execution and risk mitigation plan</li> <li>Feasibility of exit plan</li> </ul>	15
Strategic fit with Thomson Reuters	<ul style="list-style-type: none"> <li>Clear articulation of partnership opportunity with Thomson Reuters</li> </ul>	25

Co-Sponsor reserves the right to modify or alter the Category, Evaluation Criteria and Weighting listed above. All decisions of the Sponsor, Co-Sponsor and judges are final and binding in all respects.

**B. Round 2 Final Live Pitch.** Each Round 2 Final Live Pitch from a Round 2 Finalist will be judged by a panel of judges. Live Pitch Judges will include Thomson Reuters executive leadership who will evaluate the Finalists' live pitches using the evaluation criteria listed in the table below. Judging and scoring will take place on October 29<sup>th</sup>, 2019 during the Final Live Pitch Event. Up to three (3) potential "Thomson Reuters Prize Winners" will be announced live at the Final Live Pitch Event from among the Round 2 Finalists. Award of prize to potential Prize Winner is subject to verification of eligibility and compliance with these Official Rules by potential Prize Winner. In the case of a tie, the Participant among tied Participants whose Submission received the highest score in the "Partnerships" category from the Live Pitch Judges will be deemed the winner.

Category	What judges will look for	Weighting (%)
Market opportunity & value proposition	<ul style="list-style-type: none"> <li>Clearly defined problem or opportunity, and evidence of why it exists</li> <li>Clearly defined target market and opportunity size with rationale</li> </ul>	15
Product fit and value proposition	<ul style="list-style-type: none"> <li>Evidence the product offering solves the specific targeted problem and people will pay for it</li> <li>Strength of product and competitive positioning against other alternatives</li> </ul>	20
Management	<ul style="list-style-type: none"> <li>The team has adequate technical, domain, and management expertise needed to win</li> <li>Evidence on the team's ability to execute and persevere through challenges</li> <li>Team's knowledge and ability to explain business and market</li> <li>Team's understanding of their strengths and limitations</li> </ul>	25
Partnership	<ul style="list-style-type: none"> <li>Opportunities and risk of using partnerships to enable growth</li> <li>Clear articulation of potential collaboration or partnership opportunity with Thomson Reuters</li> </ul>	25
Presentation Delivery	<ul style="list-style-type: none"> <li>Quality of presentation delivery and ability to respond to judges' questions</li> <li>A realistic view of strengths, challenges, and risks</li> </ul>	15

Co-Sponsor reserves the right to modify or alter the Category, Evaluation Criteria and Weighting listed above. All decisions of Sponsor, Co-Sponsor and judges are final and binding in all respects.

**5. PRIZES.** Subject to the terms of these Official Rules, and once eligibility and compliance with these Official Rules has been confirmed by Co-Sponsor, the following prizes will be awarded:

- A. **All qualified participants** will have the opportunity to have their application reviewed by a member of the Thomson Reuters Ventures team for partnership or investment consideration
- B. **Thomson Reuters Prize Winners:** There will be up to three (3) Prizes awarded to Round 2 Finalists as follows (subject to confirmation of eligibility and compliance with these Official Rules):
  1. Cash prize:
    - a. One (1) First Place Prize: \$15,000 (awarded as electronic transfer as described below)
    - b. One (1) Second Place Prize: \$10,000 (awarded as electronic transfer as described below)
    - c. One (1) Third Place Prize: \$5,000 (awarded as electronic transfer as described below)
  2. Sponsor and Co-Sponsor will make best efforts with the winners of the First Place Prize, Second Place Prize, and Third Place Prize post event to facilitate introductions to potential business partners.
  3. Sponsor and Co-Sponsor will feature the First Place Prize, Second Place Prize, and Third Place Prize winners on their websites and via Sponsor's and Co-Sponsor's network to raise awareness of each winner's work.
  4. In addition, winners may have the opportunity to access Thomson Reuters technology, data, or up to \$100,000 of AWS partner credits.

- C. **Prize Conditions:** Limit one (1) cash prize per Participant. Prize will be awarded in the name of the Participant (individual or Eligible Entity) as recorded in Sponsor's records. No substitution, assignment, transfer, or cash redemption of any prize is allowed by any Prize winner. Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Prizes will be disbursed using an electronic transfer and will be contingent on the Sponsor receiving appropriate forms, including a release form and completed W9 or W8-BEN, from each Winner. If a potential Winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor and Co-Sponsor shall have no further obligation to such potential Winner. Neither Sponsor, Co-Sponsor nor any of its prize suppliers will replace any lost or stolen prizes, cards or certificates after being awarded to Winners. In no event will Sponsor or Co-Sponsor be responsible for awarding more than the stated number of prizes.

TAXES: AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL OR OTHER TAX REPORTING LAWS OR REGULATIONS IN THE UNITED STATES AND IN WINNERS' RESPECTIVE JURISDICTION. ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential Winners must submit tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or a representative for Sponsor or the relevant tax authority, all as determined by applicable law. The potential winners are responsible for ensuring they comply with all applicable tax laws and regulations and filing requirements, and other requirements relating to the awarding and receipt of a prize or cash in a contest or promotion. If a potential Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may award the prize to the Entrant submitting the Final Proposal with the next highest score.

- D. **Finalist Travel Reimbursement and Conditions:** If a confirmed and verified Finalist is an individual Participant or an Authorized Representative of a Participant who resides in a physical location that is more than 250 miles from New York (and whose residence in such location is verified by Sponsor in its sole discretion), then Sponsor will reimburse that individual (and only that individual) for up to \$1,000 in documented reasonable transportation (coach class airfare, train tickets, or bus tickets) and lodging expenses associated with their travel to and attendance at the Round 2 "Final Live Pitch Event." Any and all such expense reimbursement requests must be fully documented to Sponsor's satisfaction with original receipts. Finalists are responsible for any and all other costs and expenses not listed above including, but not limited to, wireless service and all travel expenses for team members other than the Authorized Representative to the Round 2 "Final Live Pitch Event."

**6. NOTIFICATION OF WINNER(S).** Sponsor and Co-Sponsor will endeavour in good faith to notify potential Prize winners in person at the Final Live Pitch Event. The decisions of Sponsor, Co-Sponsor and Judges will be final and binding in all matters. Sponsor and Co-Sponsor may also send potential winner(s) a declaration of eligibility / liability / publicity release ("Release"). Unless restricted by law, potential winners receiving such a Release may be required to complete and return it within the time period specified therein. The prize may be forfeited and, in such case, an alternate potential winner may in Sponsor and Co-Sponsor's discretion be selected from among the remaining Finalists (using the criteria described above), if a potential winner: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Prizes will be sent to winners as quickly as practicable following notification (and receipt of any Release and related documentation, if applicable).

## **7. CONTENT AND LICENSE TERMS.**

- A. **Originality.** By participating in this Contest, each Participant warrants and represents that all of the content submitted by Participant to the Contest (including without limitation all Round 1 content and Round 2 Pitch Material content):

1. is original and has been legally created, and that Participant owns or has properly licensed all rights to the content therein, including, without limitation, relevant copyrights;
2. does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; and
3. complies in all respects with the requirements set out in these Official Rules.

**B. Third Party Rights.** All content submitted by Participants into any round or phase of the Contest must not depict recognizable third-party marks, copyrights, brands or other property, unless Participant has obtained all proper licenses and/or releases. Any video content submitted to the Contest must not contain any elements that would infringe upon any third party's rights (intellectual property or otherwise), and must not include any commercial content that disparages Sponsor, Co-Sponsor, their affiliates, partners, customers, competitors or any third party in any way. Sponsor and Co-Sponsor's determination as to whether any content submitted to the Contest by any Participant potentially violates the rights of any third party is final. The Contest Submission and the Entrant's participation must not violate any local, state, provincial, national or foreign law, including any right of publicity, right of privacy or any other proprietary right.

**C. Permissions and Releases.** Participant acknowledges and agrees that it is responsible for obtaining any and all documents, policies and authorizations necessary to create its Round 1 and Round 2 content and submit such content to Sponsor and Co-Sponsor in connection with this Contest, including but not limited to publicity releases, permits and venue permissions, as may be necessary; and Participant represents and warrants that it has done so and can make written copies of such permissions available to Sponsor and Co-Sponsor upon request. For all video attachments, Participant specifically represents and warrants that it has obtained permission from each person whose name, image, likeness and/or voice ("Likeness") is included in the Video, and that such person(s) has/have granted Participant all necessary rights to use the person's Likeness as described in these Rules, and that Participant can make written copies of such permissions available to Sponsor and Co-Sponsor upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor. The Video must be produced using non-union talent or talent that has not been and is not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Video. Participant represents and warrants that it has obtained written permission when filming any part of the Video on private property not owned or controlled by Participant, where such permission is required.

**D. Additional Content Limitations.** Content submitted to the Contest may not contain:

1. Material that is unlawful, in violation of, or contrary to the laws or regulations in the United States and/or any jurisdiction where the product or solution is created or planned for distribution;
2. Nudity, lewd, or vulgar behaviour;
3. Material that is hateful, tortious, defamatory, slanderous or libelous, deemed non-family-friendly, inappropriate or obscene;
4. Material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
5. Any material including malware, spyware, viruses, worms, malicious code and any and all other code, instructions or components that are deceptive, malicious, harmful or designed to interfere with, breach, harm or limit the functionality or security of any product, service, network, or other system or technology of Sponsor, Co-Sponsor or any other party; or
6. Material that disparages Sponsor, Co-Sponsor or any other person or entity relating to the Contest, or any third party.

Failure of any content submitted to the Contest to comply with the above restrictions, as determined by Sponsor or Co-Sponsor in its sole discretion, shall result in disqualification.

**E. Grant of License.** As between Participant and Co-Sponsor, Participant shall retain ownership in and to any content Participant submits to the Contest ("Participant Content"), including all intellectual property rights related thereto. By entering this Contest, Participant hereby grants Co-Sponsor, its affiliates,

subsidiaries, parents, and agents, an irrevocable, worldwide, sub-licensable, transferable, royalty-free, and non-exclusive license to Participant Content and all intellectual property rights related thereto to use, copy, publish, modify, distribute, create derivative works of, execute, and publicly display Participant Content (including all ideas, expressions, and other materials) in whole or in part, without prior review, payment, compensation, or additional consent by Participant. In granting this license, Participant understands and agrees that Co-Sponsor is under no obligation to exercise any of its rights, licenses and privileges herein granted. Participants hereby agree to do such other things and execute such other documents as may be reasonably requested in order to allow the Co-Sponsor to make such use of, and exercise such rights over, their Participant Content. By submitting Participant Content, Participant acknowledges and agrees that Co-Sponsor and its designees (i) are continually and independently of the Contest and Participant's Participant Content working on creating, developing, improving upon and expanding Co-Sponsor's product and service offerings, including supporting technology, networks, software, and systems, and may already be developing or may develop in the future products, services, technology, networks, software, and systems that are similar or identical to the Participant Content, and (ii) may receive content from other Participants that may be similar or identical to the Participant Content Participant submits. By entering this Contest, Participant hereby releases Co-Sponsor for use of Participant's intellectual property rights related to the Participant Content, and hereby agrees not to sue Co-Sponsor, its employees, directors, affiliates, subsidiaries, parents, agents, successors and assigns for any actual or alleged infringement or misappropriation by any Co-Sponsor product, service, technology, network, software, or system of Participant's intellectual property rights related to the Participant Content. Furthermore, Participant hereby waives any and all claims Participant may have had, may currently have, and/or may have in the future related to Co-Sponsor's review, acceptance, and/or use of the Participant Content Submission, and agrees that Co-Sponsor is under no obligation to review, use, or in any way process Participant's Participant Content, regardless of the status indicated on the Contest Website. Participant agrees that nothing in these Official Rules grants Participant a right or license to use any name, trademarks or service marks owned by Co-Sponsor or any of its affiliates. Participant grants to Co-Sponsor the right to include Participant's entity name (if Participant Content is from an Eligible Entity) as a Participant on the Contest Website and in materials related to Co-Sponsor's promotion of the Contest and of Co-Sponsor. Other than these uses, Participant does not grant Co-Sponsor any rights to Participant's trademarks. Participant is free to discuss Participant's Participant Content and the ideas or technologies it contains with other parties, and Participant is free to contract with any third parties as long as Participant has not yet signed an agreement with Co-Sponsor regarding Participant's Participant Content. For the purpose of clarity, Participant acknowledges that the intent of the Contest is to encourage people to suggest their ideas and innovations to Co-Sponsor.

- F. **Failure to Comply**. Failure of any Submission or other content submitted to the Contest to comply with the above restrictions or these Official Rules, as determined by Sponsor and Co-Sponsor in their sole discretion, shall result in disqualification. Sponsor and Co-Sponsor accept no responsibility for any content submitted to the Contest that may be lost, delayed, damaged, defaced, or mislaid, for causes which are beyond its reasonable control. Once a Contest Submission is submitted, Participant may not be permitted to make any alterations to it.

## 8. GENERAL CONDITIONS.

- A. The Contest shall be construed only according to US law, and these Official Rules.
- B. Participant grants permission to Sponsor, Co-Sponsor and their authorized representatives to use his/her/its name, address (city and state/province/territory/country), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval.
- C. Following the Contest Period, Sponsor and Co-Sponsor shall not be required to retain records of any entries.
- D. By participating, Participant hereby: (a) agrees bound by these Official Rules, and the decisions of Sponsor and Co-Sponsor, which shall be final and binding; and (b) waives any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law.



- E. If any prize involves travel, all potential winners are responsible for obtaining all necessary travel documents, including valid passports, visas and travel insurance, and complying with all health or other government regulations.
- F. Participant acknowledges and agrees that Sponsor and Co-Sponsor have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize or the Contest. All warranties are hereby disclaimed; and each potential winner will accept the Prize "AS IS." All costs and expenses, including support services, not specifically listed above as part of the prize, are solely the winner's responsibility.
- G. Subject to applicable law, Sponsor and Co-Sponsor reserve the right in their discretion, to (a) cancel, terminate, modify or suspend this Contest and these Official Rules, for any reason, at any time and without any liability, and (b) limit or restrict participation in the Contest, upon notice. If Sponsor and Co-Sponsor decide to cancel or modify this Contest in accordance with these Official Rules, they will make reasonable efforts to provide a notice of such cancellation or modification on the Contest website at <https://trregtech2019.skild.com/>
- H. All Participants are solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding Participant's participation in trade promotions or acceptance of promotional prizes; and by entering this Contest, Participant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If a Participant is not permitted to accept any received prize, then the Participant may return such prize to Sponsor; and Sponsor will refund the cost of shipment, as appropriate.
- I. Use of any automated entry device or software is prohibited. Creation or use of multiple accounts for registration or participation in the Contest is prohibited. To the extent the Contest uses or requires functionality of any third-party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), you understand that the Contest is not sponsored by such third parties, and further agree to follow the policies on such website(s), as applicable. Sponsor and Co-Sponsor reserve the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules, or otherwise acts in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner; and Sponsor and Co-Sponsor reserve the right to cancel the Contest should it suspect fraud or for reasons out of the control of Sponsor and Co-Sponsor. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND CO-SPONSOR RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**
- J. Sponsor and Co-Sponsor are not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Contest administration; (e) technical or human error which may occur in the administration of the Contest or the processing of entries; or (f) other factors beyond Sponsor or Co-Sponsor's reasonable control. Sponsor and Co-Sponsor are not responsible for injury from or damage to any Participant's or any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site.
- K. If for any reason the Contest is not capable of running as planned by Sponsor or Co-Sponsor, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in Sponsor and Co-Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor and Co-Sponsor reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest. If Contest is cancelled prior to the end of the Contest Period, for the reasons stated above, notice will be posted on the

Contest website; and some or all of the prizes may, in Sponsor and Co-Sponsor's sole discretion, be awarded to potential winners to be selected (using the judging criteria described above) from among all the remaining uncorrupted entries received up until the time of modification or cancellation.

- L. Sponsor and Co-Sponsor shall not be liable to any Participant or other person for failure to supply any prize or any part thereof, by reason of the prize becoming, for reasons beyond the reasonable control of Sponsor or Co-Sponsor, unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsor or Co-Sponsor's control.
- M. This Contest is governed by the internal laws of the State of Massachusetts without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the State of Massachusetts.

**9. LIMITATION OF LIABILITY AND RELEASE.** PARTICIPANT AGREES THAT SPONSOR AND CO-SPONSOR, THEIR AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, BUSINESS PARTNERS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY PARTICIPANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CONTEST SITE AND IN CONNECTION WITH THE CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

**10. PRIVACY.** All personal information collected by Sponsor will be used for the administration of the Contest and in accordance with Sponsor's privacy policy. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at <https://www.quesnays.com/privacypolicy> for important information regarding the collection, use and disclosure of personal information by Sponsor.

**11. OFFICIAL RULES AND WINNERS' LIST.** For a copy of these Official Rules or the names of winners, please visit the Contest Website. Winners' list will be made available on the Contest Website approximately ten days after the Contest Period, and will be available for a period of at least sixty (60) days.