Office Lighting of the Future Challenge

OFFICIAL RULES

- LEGAL TERMS: By submitting an Entry (as defined herein) to the Office Lighting of the Future
 Challenge (the "Competition"), you are agreeing to be bound by the following legal terms ("Official
 Rules"). The Official Rules also incorporate by reference the additional terms specified at
 http://geinnovationlab.com/10eqs/lighting (the "Competition Website"). THESE OFFICIAL RULES
 SUPERSEDE ANY OTHER RULES AND TERMS & CONDITIONS ON THE WEBSITE OF ADMINISTRATOR
 10EQS TO THE EXTENT THERE IS ANY CONFLICT OF TERMS.
- 2. **SPONSORS; ADMINISTRATOR**: The Competition is administered by 10EQS Consulting Services North America ("10EQS" or "Administrator"), 965 S. Los Robles Avenue, Pasadena, CA 91106 on behalf of General Electric Company ("GE" or "Grant Sponsor"), 3135 Easton Parkway, Fairfield, CT 06828. Administrator 10EQS and GE are collectively referred to as "Competition Sponsors" or "Sponsors."
- 3. **COMPETITION DATES**: The Competition commences at 9am EST on September 15, 2015 and Phase 1 submission deadline is 5pm EST on October 20, 2015 (the "Phase 1 Competition Period"). Phase 1 submissions are required for participation by invitation into Phase 2. The Phase 2 submission deadline is 5pm EST on January 12, 2016. Phase 2 submissions are required for participation by invitation into Phase 3. The Phase 3 submission deadline is 5pm EST on March 17, 2016.
- 4. GENERAL INFORMATION: Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for abiding by your employer's policies regarding participation in the Competition. If you are entering on behalf of a business partnership, company, institution or other such relationship, you are responsible for confirming with your partnership, company, institution or other such relationship that your Entry does not violate any policies set by that partnership, company, institution or other such relationship. Sponsors disclaim any and all liability or responsibility for disputes arising between you and your employer related to this Competition. You are responsible for all taxes and reporting related to any award that you may receive as part of the Competition. You may be subject to background screening as needed to assure the Sponsors' legal compliance.
- 5. **ELIGIBILITY**: The Competition is open to all individuals over the age of 18 and to all validly formed legal entities that have not declared or been declared in bankruptcy. Employees and contractors of GE and 10EQS and any of their respective affiliates or subsidiaries are not eligible to enter.
 - You are solely responsible for all equipment, as well as all costs incurred by you or on your behalf associated with participating in the Competition, including but not necessarily limited to, a computer and modem necessary to establish a connection to the World Wide Web; access to the

World Wide Web and any related telephone, data, hosting or other service fees associated with such access.

6. **HOW TO ENTER**: To enter, you must first create an account on www.geinnovationlab.com/10eqs (if you already have such an account, you need not create a new account). All of the registration information that you provide is collectively referred to as your "Account." At the Competition Website you will find further instructions and the required Response Template. You must submit your completed proposal (your "Entry") using the Response Template and following the instructions provided on the Template. By submitting your Entry, you formally accept the Official Rules for this Competition.

By submitting an Entry, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or Sponsors have reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account. Registration information is collected by 10EQS in the United States, on behalf of the Grant Sponsors, and may be transferred elsewhere globally as needed for the purposes of the Competition and the Grant Sponsors' business purposes.

Each registrant is referred to as an "Entrant" in these Official Rules and as "Entrant" or "Respondent" on the Competition Website.

All Entries must be in English. Entry attachments may be submitted in .pdf, .xls, .xlsx, .doc, docx, .ppt, or .pptx formats. Links to publicly available online videos (e.g., YouTube) can be included in your Entry. There is a maximum limit of 10MB for your complete Entry, including supplemental attachments.

Sponsors are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or other issues related to data such as quality, access or security. Sponsors are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Sponsors disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading of information in connection with, the Competition.

Sponsors reserve the right to modify, remove or add data to the Competition Website upon notice to Entrants via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Sponsors reserve the right in their sole discretion to extend or modify the dates of Challenge and/or Entry submission dates, and to change the terms of these Official Rules governing any portion thereof taking place after the effective date of any such

change upon notice to Entrants via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Entrants are urged to consult the Competition Website regularly during the Competition.

Sponsors shall have the right to remove any blog comment or posting related to the Competition from the Competition Website in their sole discretion at any time and for any reason.

BY REGISTERING FOR THE COMPETITION, YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE COMPETITION JUDGES AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN DO NOT SUBMIT AN ENTRY TO THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

7. **COMPETITION OBJECTIVE**: The objective of the Competition is to design a complete, intelligent lighting system for an office environment that includes everything from selecting luminaries, designing a central control unit, incorporating sensors to measure conditions like temperature, noise, ambient light levels, etc., optimizing system performance, and delivering a "go to market" business plan for your proposal. This system should be able to communicate dat to the cloud so it may be monitored, analyzed and optimized.

8. ENTRY GUIDELINES AND REQUIREMENTS:

The Challenge has three Phases. Entrants will submit Entries via instructions on the Competition Website.

<u>Phase 1</u>: Entries will serve as an initial research and high-level technical proposal, and must address and include the following (**BUT MUST NOT DISCLOSE ANY CONFIDENTIAL INFORMATION**):

- A Mechanical Design Concept (including concept drawings, renderings, mechanical and electrical connection of the modules and a design narrative);
- An Embedded System Design Concept (including block diagrams, circuit schematic, definition of communication protocols & physical layers, and a design narrative);
- A Lighting Simulation and Method Calculation (including a simple example of lighting design with a selected luminaire in an environment of the Entrant's choice, as well as a calculation method that accounts for ambient light and human presence);
- An Action Plan for a Building Automation System (BAS) Integration Concept (a concept for integrating BAS into the Entrant's proposed intelligent luminaire network solution);
- Productivity Indicator Research;
- "Big Data" Applications Research (including literature research about methodology for data mining, "big data" applications, and the relation to the provided sensor data);
- A Business Model Canvas (including documentation about possible business models for a smart lighting solution in offices as well as competitive analysis); and,
- Entrant (and Entrant's team) experience, background and capabilities, including any relevant prior projects or experiences.

Entries will be evaluated using the Phase 1 Judging criteria (defined herein). Feedback will be provided to Entrants (or teams) with an invitation to move on to Phase 2 to further refine and build their Entry.

<u>Phase 2</u>: Phase 2 Entries will continue to develop and advance the concepts delivered in Phase 1. Your Phase 2 Entry must address and include the following (**BUT MUST NOT DISCLOSE ANY CONFIDENTIAL INFORMATION**):

- A Detailed Mechanical Design (including updated technical drawings, renderings, mechanical and electrical connection of the modules and an updated design narrative);
- A Detailed Embedded System Design (including updated detailed technical documentation about the module as a whole, including block diagrams, circuit schematic, BOM list, definition of communication protocols & physical layers, description of the message formats and an updated design narrative);
- A Sensor Comparison Design Narrative (a comprehensive analysis about the chosen sensors within the detailed Embedded System Design. This document should describe the methodology the team used to choose, apply and integrate the different type of sensors);
- An Energy Consumption Report (Entrant should leverage the Lighting Simulation and Simulation Method from Phase 1 to deliver simulation and comparison of energy consumption for different control algorithms provided);
- An Updated Simulation Method (Entrant will update their calculation method to include ambient light and human presence);
- An Updated Action Plan for a Building Automation System (BAS) Integration Concept (updates
 to Entrant's concept for integrating BAS into the Entrant's proposed intelligent luminaire
 network solution); and,
- A "Big Data" Applications Comparison (including a sensor overview and comparison matrix, leveraging "Big Data" Applications research from Phase 1; as well as deliver a sensor overview and comparison matrix of "Big Data" applications);
- An Initial Business Model (a conceptual business model for the Entrant's smart lighting system, including a refined business model canvas with ROI, a refined competitive analysis, and introductory thoughts on the pricing and marketing strategy, etc.).

Entries will be evaluated using Phase 2 Judging Criteria (defined herein). Feedback will be provided to Entrants with an invitation to move on to Phase 3 to finalize their Entry.

<u>Phase 3</u>: Phase 3 Entries will finalize and polish the drafts and concepts delivered in Phase 1 and Phase 2. Your Phase 3 Entry must address and include the following (**BUT MUST NOT DISCLOSE ANY CONFIDENTIAL INFORMATION**):

- A Final Mechanical Design (including final technical documentation with updated technical drawings, renderings, Bill of Material (BOM) list, mechanical and electrical connection of the modules and a final design narrative);
- A Final Embedded System Design (including final technical documentation about the module as a whole, including updated block diagrams, circuit schematic, BOM list, definition of communication protocols & physical layers, description of the message formats and a final design narrative);

- A Final Sensor Comparison Design Narrative (including final updates to Entrant's comprehensive analysis about the chosen sensors within the detailed Embedded System Design);
- A Final Energy Efficiency Report (including final/updated analysis and simulations that compare the energy consumption for different control algorithms);
- An Final Simulation Method (including Entrant's final updates to their calculation method to include ambient light and human presence);
- A Final Action Plan for Building Automation System (BAS) Integration (including updates to the Entrant's initial concept for integrating BAS into the Entrant's proposed solution);
- A Final Data Analysis (updated analysis of Sponsor-provided data and the Entrant's ideas for new applications); and,
- A Final Business Model (including updates to the Entrant's business model for the proposed smart lighting system, including business case, return on investment, pricing strategy, etc.).

Entries will be evaluated using Phase 3 Judging Criteria (defined herein). Up to two (2) Entries which best meet the Phase 3 Judging Criteria will be selected as prize winners and each winner will receive an initial cash prize.

Up to three (3) individuals, regardless of winning a cash prize, will have an opportunity to be offered a six-month internship in Hungary, Budapest, upon compliance with additional conditions.

9. ENTRANT'S INTELLECTUAL PROPERTY RIGHTS:

By simply submitting an Entry and participating in this Competition, you are not granting Sponsors any rights to any patents or pending patent applications related to the technology described in your Entry and Sponsors makes no claim to ownership of your Entry or any intellectual property that it may contain. BY ACCEPTING THE CASH PRIZE, HOWEVER, YOU DO HEREBY AGREE TO EXECUTE A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT FOR THE PURPOSE OF ENTERING INTO NEGOTIATIONS REGARDING A GRANT AWARD. SUCH CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT WILL BE DIRECTED TO YOUR ENTRY, AND ALL INTELLECTUAL PROPERTY THAT IT MAY CONTAIN OR EMBODY, INCLUDING BUT NOT LIMITED TO ALL RIGHTS TO ANY COPYRIGHTS, TRADE SECRETS, DESIGN RIGHTS AND INVENTIONS (WHETHER OR NOT PATENTABLE) (THE "ENTRY IP"). YOU ALSO AGREE TO DISCLOSE ANY PRE-EXISTING CONTRACTS WHICH YOU MAY HAVE ENTERED INTO WITH ANY THIRD PARTY REGARDING YOUR ENTRY AND THE ENTRY IP.

AS A CONDITION FOR RECEIPT OF A "GRANT AWARD" (AS DEFINED HEREIN), YOU MUST AGREE TO ENTER INTO "THE GRANT FUNDING BUSINESS RELATIONSHIP" (AS DEFINED HEREIN IN RULE 10)

By submitting an Entry and participating in this Competition, you do grant Sponsors certain limited rights as set forth in these Official Rules. By submitting an Entry, you consent to the use, by Sponsors, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, image, biographical information, prize information (if an award winner), your company or institution name (if your Entry is from a company or institution) and any other personal data submitted with your

Entry and the contents in your Entry (including any created works, such as YouTube videos), in connection with the Competition, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. Sponsors use of your personal data will be governed by the Privacy Policy posted on the GE Website at http://www.ge.com/privacy.

You agree that nothing in the Official Rules grants you a right or license to use the GE name or any GE trademark or service mark. You grant to Sponsor the right to include your company name (if your Entry is from a company) as an Entrant on the Competition Website and in materials related to Sponsors promotion of the Competition. Other than these uses, you are not granting Sponsor any rights to your trademarks.

10. **BUSINESS RELATIONSHIP**: The intent of the Competition is to encourage people to suggest their ideas and innovations to Sponsor. Mere Participation in this Competition does not create an obligation on either your part or Grant Sponsor's part to negotiate or enter into any business relationship or to sign any commercial agreement. Prior to acceptance of the initial Cash Prize, you are free to discuss your Entry and the ideas or technologies that it contains with other parties and you are free to contract with any third party **provided you do not sign any agreement or undertake any obligations that conflict with any agreement that you have entered into or subsequently enter into with Grant Sponsors regarding your Entry**.

HOWEVER, ACCEPTANCE OF THE INITIAL CASH PRIZE DOES OBLIGATE YOU TO ENTER INTO A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT WITH GRANT SPONSOR AND TO DISCLOSE ANY PRE-EXISTING CONTRACTS WHICH YOU MAY HAVE ENTERED INTO WITH ANY THIRD PARTY REGARDING YOUR ENTRY AND THE ENTRY IP (AS DEFINED HEREIN IN RULE 9).

FURTHER, AS A CONDITION FOR RECEIPT OF A GRANT AWARD (AS DEFINED HEREIN), YOU MUST AGREE TO ENTER INTO A BUSINESS RELATIONSHIP WITH STATOIL AND/OR GE ON MUTUALLY AGREEABLE TERMS WHICH SHALL INCLUDE AN "AGREED UPON PLAN" TO GUIDE THE DEVELOPMENT FUNDING (AS FURTHER DEFINED HEREIN IN RULE 10), AND WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, TERMS REGULATING THE TRANSFER OR LICENSING OF INTELLECTUAL PROPERTY RIGHTS, AN ASSET PURCHASE AGREEMENT, A JOINT DEVELOPMENT AGREEMENT AND/OR A SUPPLY AGREEMENT DIRECTED TO DEVELOPMENT AND/OR COMMERCIALIZATION OF THE WINNING TECHNOLOGY ("the GRANT FUNDING BUSINESS RELATIONSHIP"). THE AGREED UPON PLAN FOR GUIDED FUNDING WILL BE BASED UPON WINNER'S RECOMMENDATIONS AND MUST, AT A MINIMUM, SET FORTH (A) THE SCOPE, CO-DEVELOPMENT AND COMMERCIALIZATION OBJECTIVES, CO-DEVELOPMENT RELATIONSHIP, TIMELINE AND DELIVERABLES FOR THE SIX (6) MONTH FUNDING PERIOD; (B) AN EXPLANATION OF THE NECESSARY CONTRIBUTORS AND THEIR ANTICIPATED RESPONSIBILITIES AND DELIVERABLES; (C) A PROJECT BUDGET FOR UTILIZATION OF THE GRANT AWARD, AND (D) TERMS FOR SUBMISSION OF A FINAL REPORT AT THE CONCLUSION OF THE FUNDING PERIOD WHICH WILL SUMMARIZE RESULTS, COMPARE OUTCOMES TO THE INITIAL PROPOSED RESULTS, AND, IDEALLY, SHOW PROOF OF CONCEPT (THE "AGREED UPON PLAN").

- 11. **PRIVACY**: Personal data you provide in your Entry in connection with your Entry will be used for purposes described in the Official Rules and used and protected as governed by the Privacy Policy posted on the GE Website at http://www.ge.com/privacy. Personal Data may be shared by the Sponsors for the purposes described in these Official Rules.
- 12. **CONFIDENTIALITY:** Since Sponsor does not wish to receive confidential information, nor hold any submitted materials "in confidence," **it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between Sponsor and you, the company you represented when submitting an Entry, or the owner of any part of your Entry.** HOWEVER, IF YOUR ENTRY IS SELECTED AS A WINNER, GRANT AWARD SPONSOR WILL REQUIRE YOU TO SIGN A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENTABOUT THE SUBJECT MATTER OF YOUR ENTRY AND THE ENTRY IP (AS DEFINED HEREIN). Sponsor shall have no liability or responsibility for use by any other individual or Entity of any aspect of your Entry.
- 13. **WARRANTIES:** By submitting an Entry, you represent and warrant that all information in your Entry and all information that you submit via the Competition Website is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry and disclose the information therein on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry (both the information and materials submitted in the Entry and the underlying technology/method/idea described in the Entry):
 - (a) is your own original work and representative of your capability, or is submitted by permission with full and proper credit given within your Entry;
 - (b) does not contain confidential information or trade secrets (yours or anyone else's);
 - (c) does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
 - (d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
 - (e) does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement; and
 - (f) does not trigger any reporting or royalty or other obligation to any third party.

A breach of any warranty set out in this provision of the Official Rules will result in the corresponding Entry being invalid. In addition, you agree to indemnify Sponsors against all loss, damages and costs incurred by the Sponsor arising from your breach of the warranty.

14. **JUDGING**:

Judging –Entries will be evaluated by a panel of at least (4) four judges comprised of GE employees with expertise in the fields of commercial lighting, intelligent devices, engineering and product commercialization (collectively the "Judges Panel" or "Judges").

<u>Phase 1</u>: The Entries will be evaluated based on compliance with Entry Guidelines and Requirements (as specified herein) as well as, but not limited to, the following (collectively the "Phase 1 Judging Criteria").

- Degree of innovation;
- Performance considerations;
- · Quality of technical drawings;
- Logical structure of design narratives;
- Logical relationship between sub-contests (how correlated the different components/ work streams are);
- Completeness of proposal; and,
- Entrant's capabilities and experience.

Judging will occur during the period from October through November 2015. All Entries that meet Phase 1 Judging Criteria will receive feedback from the Judges Panel and be invited to Phase 2 (as defined above and herein) wherein Entrant will continue to develop and advance the concepts delivered in Phase 1. If the Phase 1 winner is a team, then at a minimum, the team leader must participate in Phase 2.

<u>Phase 2</u>: The Entries will be evaluated based on compliance with Entry Guidelines and Requirements (as specified herein) as well as, but not limited to, the following (collectively the "Phase 2 Judging Criteria").

- Degree of innovation;
- Performance considerations;
- Quality of proposal and logical structure and relationship between components;
- Ability to commercialize the concept; and,
- Completeness of proposal.

Judging will occur during the period from December 2015 through January 2016. All Entries that meet Phase 2 Judging Criteria will receive feedback from the Judges Panel and be invited to Phase 3 (as defined above and herein) wherein Entrant will continue to finalize the concepts delivered in Phase 2. If the Phase 2 winner is a team, then at a minimum, the team leader must participate in Phase 3.

<u>Phase 3</u>: The Entries will be evaluated based on compliance with Entry Guidelines and Requirements (as specified herein) as well as, but not limited to, the following (collectively the "Phase 2 Judging Criteria").

Degree of innovation;

- Performance considerations and nature of proposed system (market need/fit);
- Quality of proposal and logical structure and relationship between components;
- Ability to commercialize the concept and level fo commercial readiness; and,
- Completeness of proposal.

Judging for Phase 3 will occur during the period from March to April 2016. Up to two (2) of the best Entries that meet all the Phase 3 Judging Criteria will be selected as Phase 3 Winners.

Include something about the internship here?

ALL DECISIONS OF 10EQS, GE AND THE JUDGES PANEL WILL BE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS CHALLENGE.

15. **AWARDS**: During April 2016, Sponsors will announce via the Competition Website up to two (2) winners who will each be awarded an initial cash prize of USD \$15,000 ("Cash Prize"). Each Winner also will be eligible to receive additional funding for a six (6) month period (from a total prize pool of up to \$375,000 USD) ("Grant Award") to continue further development and/or commercialization of winner's Entry technology provided winner enters into the Grant Funding Business Relationship (as defined herein in Rule 10). Upon completion of the 6 month funding period, Grant Sponsors may, collectively or individually, at their own discretion and based on the merits of the proposed technology, explore further funding and/or business arrangements.

Up to three (3) individuals, regardless of winning a cash prize, will have an opportunity to be offered a six-month internship in Hungary, Budapest, upon compliance with additional conditions.

Grant Sponsors reserve the right to award fewer than two (2) winners, or no winners, if in Grant Sponsors' sole discretion, an insufficient number of eligible Entries meet the Judging Criteria. Grant Sponsors also may, at their own discretion and based on the merits of the proposed design and concepts, explore funding an Entry for further development and/or commercialization, even if the Entry is not a Cash Prize or Grant Award winner.

AS A CONDITION FOR RECEIPT OFTHE USD \$15,000 INITIAL CASH PRIZE, WINNERS WILL BE REQUIRED TO EXECUTE ADDITIONAL DOCUMENTATION, WHICH MAY INCLUDE BUT IS NOT LIMITED TO A DECLARATION OF ELIGIBILITY AND RELEASE AND/OR A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT. AS A FURTHER CONDITION OF RECEIPT OF THE CASH PRIZE, PRIZE WINNERS (INCLUDING AT A MINIMUM THE TEAM LEADER IF PRIZE WINNER IS A TEAM) MUST AGREE TO PARTICIPATE IN A ONE-HOUR DEBRIEF VIA TELEPHONE OR VIDEO CONFERENCE WITH A REPRESENTATIVE OF SPONSORS, TO TAKE PLACE WITHIN TWO MONTHS FOLLOWING THE ANNOUNCEMENT OF PRIZE WINNERS. SPONSORS RESERVE THE RIGHT IN THEIR SOLE DISCRETION TO WAIVE THIS OBLIGATION.

All potential winners will be notified by the e-mail address provided in the Entry. Return of any notification as "undeliverable" will result in disqualification. All prize awards are subject to verification of eligibility and compliance with these Official Rules. Sponsors reserve the right to

examine Entries for compliance with the Competition Rules. Prize winners may, subject to applicable laws and regulations, be screened to ensure they are not included on any Government Watch List.

All decisions of the Sponsors and Judges will be final and binding on all matters relating to this Competition. After verification of eligibility and receipt of the requisite documents, awards will be distributed in the form of a check addressed to the official representative specified in the winning Entry. That official representative will have sole responsibility for further distribution of any cash award among participants in a group Entry or within a company or institution that has submitted an Entry through that representative. No substitution or transfer of prize awards is permitted. The Cash Prize will be awarded per winning Entry, not per Entrant or number of persons involved in the Entry.

This is a contest of skill. Whether or not your Entry is determined as a winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated based on the Judging Criteria. All Cash Awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the award. You are responsible for all taxes and reporting related to any award that you receive as part of the Competition

- 16. LIMITATION OF LIABILITY: By participating in the Competition, you agree to release, indemnify and hold harmless GE and 10EQS and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Sponsor Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of your participation in, association with or submission to the Event (including any claims alleging that your Entry infringes, misappropriates or violates any third party's intellectual property rights). Sponsor Entities are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. Any compromise to the fair and proper conduct of this Competition may result in the disqualification of an Entry, termination of the Competition, or other remedial action, at the sole discretion of the Sponsors. GE and 10EQS reserve the right in their sole discretion to extend or modify the dates of the Competition, and to change the terms of these Official Rules governing any Phase or portion thereof taking place after the effective date of any such change. By entering, you agree to these Official Rules and to all decisions of GE and 10EQS, and/or all of their respective agents, which are final and binding in all respects.
- 17. **NO OBLIGATION**: You acknowledge that multiple participants may submit Entries that contain designs, concepts or technologies similar to your Entry and that Grant Sponsors and/or their respective subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that you disclose in your Entry. You acknowledge and agree that Grant Sponsors' actions with respect to another Entry or one of their own solutions or business activities, even if similar to your Entry, shall not create in Grant Sponsors any liability to you or others. Further, Grant Sponsors are not or shall not be restricted in any way from pursuing, developing, or commercializing, in any way that they see fit, independent of

you and at their sole discretion, any technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that Grant Sponsors are not obligated to take any action whatsoever with regard to your Entry.

- 18. **SEVERABILITY**: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.
- 19. **WAIVER**: By entering the Competition, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.
- 20. **APPLICABLE LAW**: You agree that these terms and the relationship between you and the Sponsors shall be governed by the laws of the United States and the State of New York.

You acknowledge and agree that all aspects and content of your Entry, including the Entry IP (as defined herein), shall be treated as if made in the United States and United States laws relating to patents, inventions, assignments and compensation shall supersede the relevant laws of any country in which the Entry, including the Entry IP(as defined herein), may have been conceived and/or made.

For Entrants living outside the United States, you specifically acknowledge that you accept the practices and policies outlined in these Official Rules and in the Privacy Policy for the Competition Website and consent to having your data transferred to and processed in the United States and in other countries as needed for GE's business purposes.