

## BLOOMBERG NEW ECONOMY SOLUTION

### SUBMISSION TERMS

These Submission Terms set forth the Terms and Conditions (“**Submission Terms**”) between Bloomberg (“**Bloomberg**”) and you (“**Respondent**”) in connection with your submission to the Bloomberg New Economy Forum. By submitting the identified materials (including but not limited to any text, comments, graphics, photos, documents or other materials you contribute or upload to the Bloomberg New Economy Forum) (each, a “**Submission**”), you unconditionally accept and agree to comply with and abide by these Submission Terms. You are voluntarily submitting the Submission to Bloomberg and request that Bloomberg examine and consider the Submission. You understand that Bloomberg would refuse to accept, consider or otherwise evaluate the Submission if you did not accept and agree to each and every provision in these Submission Terms.

**SUBMITTING MATERIALS.** To submit materials to Bloomberg New Economy Forum, visit [www.Bloomberg.com/solutions](http://www.Bloomberg.com/solutions) (“**Website**”). All Submissions must be received by 11:59:59 PM ET on August 15, 2019.

**ELIGIBILITY.** Respondent(s) must be of the age of majority in their country or home state of residence at the time of submission.

**SUBMISSION ACKNOWLEDGEMENT AND RELEASE.** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each Respondent hereby acknowledges and agrees to the following:

- Submission materials will not be returned;
- All physical and digital copies of the Submissions become the property of Bloomberg once submitted;
- Bloomberg may make copies of the Submission;
- Bloomberg is not bound to proceed with any Submission or enter into any other contract with Respondent or any other party;
- Bloomberg may ask Respondent to supply further information or conduct an in person or video interview with the Respondent;
- Bloomberg will not be responsible for any costs or expenses incurred by a Respondent related to preparing or submitting the Submission;
- Bloomberg will not be bound by any statements made, advice given or information furnished by any employee, officer or agent of Bloomberg;

**NO LEGAL RELATIONSHIP.** By providing this Submission, Respondent hereby acknowledges that:

- Except for these Submission Terms, no other contract exists or will arise between Bloomberg and a Respondent or other person by reason of the Submission unless and until suitable documentation is executed with Bloomberg;
- Bloomberg is under no obligation to evaluate any Submission within a particular time period;
- The relationship between you, on the one hand, and Bloomberg and its parents, subsidiaries and affiliates and each of their respective officers, directors and employees (all such individuals and entities collectively referred to as the “**Bloomberg Entities**”) is not a confidential, fiduciary, or other special relationship, and the decision to provide the Submission to Bloomberg does not place the Bloomberg Entities in a position that is any different from the position held by members of the general public with regard to the Submission;

- Without limiting the generality of the foregoing point, Respondent understands and acknowledges that Bloomberg has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by Bloomberg's own employees. Many ideas or stories may be competitive with, similar or identical to your Submission in structure, purpose, function, theme, idea, format or other respects. Respondent acknowledges and agrees that Bloomberg's use of any materials containing features and elements similar or identical to those contained in a Submission shall not obligate Bloomberg to negotiate with Respondent nor entitle Respondent to any compensation if Bloomberg determines that it has an independent legal right to use such other materials either because such features and elements were not new or novel or were not originated by Respondent or because such similar or identical material has or may come to Bloomberg from other sources or has been or may independently be created by Bloomberg;
- Bloomberg Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any trademark, patent, trade secret, copyright or other intellectual property rights in and to the Submission;

With respect to any claim relating to or arising out of Bloomberg's actual or alleged exploitation or use of any Submission or other material submitted, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law. To the maximum extent permitted by applicable law, Bloomberg shall not be liable for any indirect, special, incidental or consequential damages of any kind arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort (including negligence) strict product liability, or any other legal or equitable theory, even if Bloomberg has been advised of the possibility of such damages.

**SELECTED FINALISTS.** Bloomberg will select at least twenty one (21) but may increase that number in its sole discretion) finalist Submissions based on creativity, sustainability, scalability, progress so far, team, applicability to developing and emerging markets, and fit, the latter meaning that the solution will specifically benefit from the activities and attention that Bloomberg would provide (the "**Criteria**"). Bloomberg may then select seven (7) Submissions based on the Criteria (each, a "**Solution**") to be featured in a workshop at the Bloomberg New Economy Forum.

**CONFLICT OF INTEREST.** Respondents must inform Bloomberg of any circumstances or relationships which constitute a conflict or potential conflict of interest.

**CONFIDENTIALITY AND PRIVACY.** Any proprietary information included in a Submission, which is not generally known or available in the public domain, and which is specifically developed by a respondent and specifically expressed in the response as proprietary information, will be kept confidential by Bloomberg, unless otherwise agreed. Although Bloomberg understands the need to keep commercial matters confidential, Bloomberg reserves the right to disclose some or all of the contents of any response: to any consultant or advisor as part of Bloomberg's consideration of the response; and if required to do so by law.

Bloomberg may collect personal information from you which includes, but is not limited to, your name, email and phone number. This information is used to communicate with you and to administer certain aspects of your Submission. Bloomberg may share your personal information with Bloomberg Entities, designated service providers or partners Bloomberg works with to provide the Bloomberg New Economy Solution. Your information may be transferred to countries, including the United States, which may have different levels of privacy protection than your country. By providing your information to Bloomberg, you

agree to the treatment of your information in accordance with this paragraph and Bloomberg's Privacy Policy.

**REPRESENTATIONS AND WARRANTIES.** You represent and warrant that: (i) you are of the age of majority in your home state of residence; (ii) all the statements made by you in or in connection with this Submission are true and include no material omissions; (iii) the Submission is your own original work; (iv) the Submission is free and clear of any liens and is not the subject of any actual or threatened litigation or claim; (v) the substance and use of the Submission in accordance with the terms of this Agreement does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; (vi) the use of the Submission in accordance with the terms of this Agreement does not and will not violate any applicable laws; (vii) the use of the Submission in accordance with the terms of this Agreement will not give rise to any claims for any payment whatsoever, including, but not limited to, claims for royalties, re-use fees or residuals; and (viii) you have the sole and exclusive right and authority to grant the rights granted herein without securing the consent or permission of any other person or entity, or to the extent the consent or permission of any other person or entity is required, all such persons or entities have submitted this form. You hereby agree to indemnify and hold the Bloomberg Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of my representations, warranties, covenants, agreements or obligations hereunder.

**GENERAL RELEASE.** You agree that Bloomberg assumes no responsibility for any damage to your computer system which is occasioned by accessing the Bloomberg website or for any computer system, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Bloomberg is not responsible for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

**NO OBLIGATION TO USE.** You understand that Bloomberg is not obligated to develop, produce, distribute, exploit or otherwise use the Submission as permitted herein or, if commenced, to continue the development, production, distribution, or exploitation or other use thereof in any territory; and if Bloomberg elects not to develop, produce, distribute, exploit and/or use the Submission, you shall not be entitled to any damages or other relief by reason thereof.

**ARBITRATION PROVISION.** By providing a Submission to the Bloomberg's website, you agree that: (1) any Claim entrant may have against Bloomberg will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held New York, New York; (4) the arbitrator's decision shall be controlled by these Submission Terms and any of the other agreements referenced herein that the applicable Respondent may have entered into in connection with this Submission process; (5) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or Bloomberg's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the you or Bloomberg; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Bloomberg exceed \$125 USD, and you are unable (or not

required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Bloomberg agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Bloomberg will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Bloomberg shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**MISCELLANEOUS.** These Submission terms contain the full and complete understanding between us and supersedes all prior and contemporaneous agreements and understandings pertaining to the subject matter hereof and cannot be modified except by a writing signed by Bloomberg. In the event of a dispute arising from or in connection with these Submission terms, you agree that the internal laws of the State of New York, United States of America shall govern (without giving effect to New York choice or conflict of law principles that would result in the application of any other jurisdiction's laws) and that venue for the resolution of any dispute shall be New York, New York. The invalidity or unenforceability of any part of these Submission Terms shall in no way affect the validity or enforceability of any of the other terms contained herein. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Submission Terms shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.