

Financial Times Innovative Lawyers - Global Legal Hackathon Challenge
Official Rules

IMPORTANT – PLEASE READ

This agreement contains a mandatory arbitration clause requiring you and Global Legal Hackathon, Inc. to resolve any dispute with one another through final and binding arbitration. By participating in the Event, you expressly acknowledge and agree you have read and understand all terms and conditions in this Agreement, and you have had the opportunity to consult with your own independent legal counsel at your own expense. The terms of this Agreement are strictly confidential and may not be shared by you with any third party other than your own independent legal counsel.

The Financial Times Innovative Lawyers - Global Legal Hackathon Challenge (the “Event”) is an event sponsored by Global Legal Hackathon, Inc. (the “Sponsor”) for the rapid deployment of solutions for improving the legal industry world-wide. The Event and all Participants, Projects and submissions, including code, are subject to and governed by Sponsor’s Terms of Service, Privacy Policy and these Official Rules (“Rules”).

By applying to and/or participating in the Event, you agree to these Official Rules. Please read them carefully.

- 1. Binding Agreement.** You agree that submission of a Project in the Event constitutes agreement to these Rules. These Rules form a binding legal agreement between you and Sponsor with respect to the Event.
- 2. Sponsor.** Global Legal Hackathon, Inc. The Event is supported by The Financial Times Limited (“FT”) and RSG Consulting (“RSG”).
- 3. Eligibility Criteria.** This Event is open to residents worldwide who meet the following criteria:
 - a. Entrants must be 18 years of age or older at the time of Project.
 - b. Entrants may not be a person residing in any country embargoed by the United States and/or subject to U.S. export controls or sanctions (including without limitation Iran, Cuba, Sudan, Syria and North Korea), or any other jurisdiction where the Event is otherwise prohibited, licensed, restricted or taxed by applicable federal, state, territorial, provincial or local laws, rules or regulations and any other country designated by the United States Treasury's Office of Foreign Assets Control. It is your responsibility to ensure that you are legally eligible to enter the Event under any laws applicable to you in your jurisdiction of residence or otherwise.
- 4. Event Period.** The Event will be conducted over a three-week rolling period:
 - a. The Submission Period opens on April 27th and closes May 22, 2020, 23:59 GMT (the “Submission Period”).

- b. Teams may make submissions at any time during the submission period and may complete and submit projects in advance of the May 22nd deadline, if desired.
- c. All dates and times are subject to change, in Sponsor's sole discretion. Sponsor's clock will be the official timekeeper for this Event.

5. How to Enter. To enter, please follow the steps below:

- a. Teams may consist of any number of individuals. If a team is entering the Event, they must appoint and authorize one individual (the "Team Representative") to represent, act, and submit a Project, on their behalf. The Team Representative will be Sponsor's point of contact for the Event. The individual team members and Representative must meet the eligibility requirements below. By submitting a Project on behalf of a team, the Team Representative represents and warrants that he/she is the representative authorized to act on behalf of the team. Any disagreements between team members must be resolved amongst team members. Decisions will be communicated to Sponsor by Team Representative. If a decision from the team has not been reached and communicated to Sponsor by Team Representative, Sponsor has the right to make any and all decisions for the team.
- b. Prior to the Submission Period, all Participants must register for the Global Legal Hackathon by visiting challenge.globallegalthackathon.com, and providing basic contact information. All members of a team must register for the Hackathon.
 - i. After you register, you will receive an email confirmation with information on the Event.
- c. All Projects must comply with the Project Requirements set forth below.
- d. The individual who submits the Project shall be deemed the "Team Representative" for purposes of this Event. Collaboration is permitted within teams, but Sponsor is not responsible to manage the collaboration. The Project is made by, and is the sole responsibility of, the Team Representative.
- e. You must have all necessary rights to submit your Project to the Event.

There is no fee for Project and no purchase necessary. Only fully completed Projects are eligible, in Sponsor's sole discretion. All interpretations of these Rules and decisions made by Sponsor relating to the Event are final and binding in all respects. At any time, in the sole and absolute discretion of Sponsor, Sponsor shall be entitled to disqualify an Individual Entrant or team in the event of a failure to meet relevant eligibility criteria or any other violation or suspected violation of these Rules.

6. Project Requirements

All Projects must comply with all of the following requirements ("Project Requirements"):

- 1. Projects that exploit bugs in the Sponsor software, or otherwise violate the spirit of the Event, will be rejected.
- 2. Projects that attempt to harm the Sponsor or otherwise create an unfair advantage over other Entrants will be rejected.

3. Projects cannot be in violation of any law, regulation or third-party rights.
 4. By submitting a Project, you warrant and represent that it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
 5. Projects must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, Sponsor, or any third party.
 6. All information provided to register for the Event must be true and correct. You are responsible for keeping such information up to date.
- 7. GDPR.** By submitting this registration, I confirm that I have complied with Article 6 of the General Data Protection Regulation (GDPR) and confirm that the inclusion and transfer of any personal data to the GLH is in compliance with requirements under GDPR.
- 8. Notices:** Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrants.
- 9. Use of Projects:** By submitting a Project, Entrants hereby grant to Sponsor, RSG and FT a worldwide, perpetual, non-exclusive, royalty-free, irrevocable right and license to publish and publicly display Entrant's Projects (including any text, video or audio recording, in whole or in part) as Sponsor, FT or RSG considers fit including, but not limited to, for publishing in the Financial Times newspaper and on FT.com, without compensation to the Entrant. For the avoidance of doubt, Sponsor, RSG and FT are not hereby being granted any rights to use the Projects in the day-to-day operation of their businesses.
- 10. General Conditions.** All federal, state, provincial, territorial and local laws and regulations apply, and the Event is void where prohibited by law. Sponsor reserves the right to disqualify any Entrant from the Event if, in Sponsor's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Event by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants or Sponsor. Sponsor reserves the right, in its sole discretion and without prior notice, to suspend or cancel any portion of the Event or alter the Official Rules for any reason, including but not limited to alteration or corruption of the administration of the Event by computer virus, technical problem, electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes and unforeseeable events beyond the control of the Sponsor corrupt or affect the administration, security, fairness or proper play or conduct of the Event. Nothing contained herein shall constitute this Event to be an arrangement for employment, a joint venture, or a partnership.
- 11. Privacy.** Entrants agree that personal data submitted with a Project, including without limitation name, mailing address, phone number, and email address may be collected, processed, stored and

otherwise used by Sponsor, FT, RSG and their affiliates. Sponsor, FT and RSG may also use your personal information to send you updates and promotional materials from time to time. The information collected is subject to Sponsor's privacy policy located at <https://globallegalthackathon.com/privacy-policy/>. By participating in the Event, you agree to Sponsor's privacy policy, as it may apply to the collection and use of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which RSG, FT, Sponsor, their parent, subsidiaries, affiliates, or service providers maintain facilities and the use and disclosure of information about you as described in Sponsor's Privacy Policy.

- 12. Publicity.** Entrant gives his/her express consent for Sponsor, RSG or FT to use and reproduce Entrant's name, likeness and/or image without additional compensation in any medium (including, without limitation, in print, via television, via the internet, via email or in any other media now known or hereafter devised) for advertising and promotional purposes worldwide in perpetuity without compensation or notification to or permission from the Entrant of any kind, except as prohibited by law. Entrant grants permission to Sponsor, FT and RSG to post information about my hackathon project, photo, video, or other media item, hereinafter referred to as "Materials," to its website, Twitter account, LinkedIn, and any other media outlets featuring articles related to the Global Legal Hackathon.

Entrant releases Sponsor, RSG and FT, their representatives, employees, managers, members, officers, parent companies, subsidiaries, and directors, from all claims and demands arising out of or in connection with any use of said "Materials", including, without limitation, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights. Entrant acknowledges that the event is the responsibility of GLH and that RSG and FT shall have no liability of any kind to Entrants.

- 13. Disclaimer and Limitation of Liability.** THE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE THE MATERIALS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR, RSG AND FT DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE PARTIES (AS DEFINED IN THE OFFICIAL RULES) (JOINTLY) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND YOUR PARTICIPATION IN THE EXCEED \$10. EACH PROVISION OF THIS AGREEMENT AND THE RULES THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE TERMS OFFERED BY

SPONSOR, FT AND RSG TO PARTICIPANT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS AGREEMENT AND THE RULES WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT OR THE RULES.

14. Warranty and Indemnity. You warrant that your Project is your own original work and, as such, you are the sole and exclusive owner and rights holder of the submitted Project and that you have the right to submit the Project in the Event and grant all required licenses. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Sponsor, RSG, FT and their affiliates and the Event 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: (i) any Project, algorithm, or other material uploaded or otherwise provided by you 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; (ii) any misrepresentation made by you in connection with the Event; (iii) any non-compliance and breach by you of these Rules and the representations and warranties set forth herein; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to your involvement with the Event; (v) acceptance, possession, misuse of any participation in any Event-related activity or participation in the Event, including but not limited to statutory and common law claims for misappropriation or right of publicity; (vi) any malfunction or other problem with the Event website in relation to the Project and participation in the Event by you; (vii) any error in the collection, processing, or retention of Project or voting information in relation to the Project and your participation in the Event; or (viii) any typographical or other error in the printing, offering or announcement of in relation to your Project and participation in the Event.

15. Arbitration. Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Sponsor, RSG or FT and limits the manner in which you can seek relief from Sponsor, RSG or FT. Except for small claims disputes in which you or Sponsor, FT or RSG seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Sponsor, FT or RSG seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Sponsor, RSG or FT waive your rights to a jury trial and to have any dispute arising out of or related to this Agreement or the Event resolved in court. Instead, all disputes arising out of or relating to this Agreement or the Event will be resolved through confidential binding arbitration held in Denver, Colorado in accordance with the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"), which are available on the JAMS website and hereby incorporated by reference. You acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You and Sponsor, FT and RSG agree that any dispute arising out of or related to this Agreement or the Event is personal to you and Sponsor and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

You and Sponsor, RSG or FT agree that this Agreement affects interstate commerce and that the enforceability of this section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, this Agreement and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and Sponsor agree that for any arbitration you initiate, you will pay the filing fee and Sponsor will pay the remaining JAMS fees and costs. For any arbitration initiated by Sponsor, Sponsor will pay all JAMS fees and costs. You and Sponsor agree that the state or federal courts of the State of Colorado and the United States sitting in Denver, Colorado have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND SPONSOR WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

16. Governing Law. These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Colorado, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Colorado and the United States, respectively, sitting in Denver, Colorado, except to the extent prohibited by applicable local law.

17. Licenses. The FT is a registered trademark used under license from The Financial Times Limited.