

The Internet.Org Innovation Challenge

Terms & Conditions – Signature Page

IF YOU ARE ENTERING THIS CONTEST AS AN INDIVIDUAL, PLEASE COMPLETE AND SIGN THE FOLLOWING AND RETURN A SIGNED COPY OF THESE TERMS & CONDITIONS AS PART OF YOUR APPLICATION PACKAGE (DEFINED BELOW):

I hereby agree to the below Terms & Conditions (in their entirety and without alteration) and to all decisions of Sponsor, which I understand are final in all respects and binding on me.

Print Name

Signature

Date

IF YOU ARE ENTERING THIS CONTEST AS A LEGALLY FORMED ORGANIZATION (DEFINED BELOW), PLEASE COMPLETE AND SIGN THE FOLLOWING AND RETURN A SIGNED COPY OF THESE TERMS & CONDITIONS AS PART OF YOUR APPLICATION PACKAGE:

I represent and warrant that I am legally authorized to bind _____ *[Insert legal name of the Organization entering this Contest]* and, on behalf of such Organization, I hereby agree to the below Terms & Conditions (in their entirety and without alteration) and to all decisions of Sponsor, which I understand are final in all respects and binding on the Organization.

Print Name

Signature

Date

IF YOU ARE ENTERING THIS CONTEST AS AN INFORMAL GROUP (DEFINED BELOW), PLEASE COMPLETE APPENDIX A, HAVE IT EXECUTED BY EACH MEMBER OF YOUR GROUP, AND RETURN A SIGNED COPY OF THESE TERMS & CONDITIONS (INCLUDING AS MANY COPIES OF APPENDIX A AS NECESSARY) AS PART OF YOUR APPLICATION PACKAGE.

The Internet.Org Innovation Challenge

Terms & Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

WINNER MAY BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN FIVE (5) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.

BY ENTERING THIS CONTEST, ENTRANT AGREES TO THESE TERMS AND CONDITIONS ("TERMS"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM THE ENTRANT (i.e., A REQUIREMENT THAT THE ENTRANT DEFEND AND/OR REIMBURSE SPONSOR FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.

OVERVIEW: The Internet.org Innovation Challenge ("Contest") is sponsored by Facebook, Inc. ("Sponsor"). The Contest begins at 2:30:00 PM India Standard Time ("IST") on October 9, 2014 (09:00:00 AM UTC on October 9, 2014), and ends at 11:59:59 PM IST on January 31, 2015 (06:29:59 PM UTC on January 31, 2015) ("Contest Period").

To enter, eligible participants must first determine whether they will participate in this Contest as an Individual, a Group, or an Organization (each term is defined below). Once determined, the eligible Individual, Group, or Organization may enter the Contest by creating and submitting an "**Application Package**" (the precise contents of which are set forth below) to Sponsor during the Contest Period. As set forth in more detail below, the Application Package must include a working application ("**Application**"), website ("**Website**"), or online service ("**Service**") that is capable of running on a mobile phone and that the Individual, Group or Organization is developing or has developed and a Brief (defined below) that describes the Entrant and his, her, or its Application, Website or Service. The Application, Website or Service must be relevant to and aimed at improving the day-to-day lives of one of the following four (4) populations/communities in India: farmers, women, migrant workers (i.e., workers who have left a rural environment for an urban environment in order to seek employment), or students/schools in rural areas (collectively, the "**Target Populations**"). To be eligible, the Application Package must be submitted to Sponsor during the Contest Period and in accordance with the procedure described below. Eligible entries received in accordance with these Terms will be evaluated by a panel of Sponsor-selected Judges (defined below), who will select one (1) "Innovation Challenge Award" winner and two (2) "Impact Award" winners in each of the four (4) Target Populations in accordance with the judging procedures detailed under the "Winner Selection" section, below. **PRIZES IN THIS CONTEST WILL BE AWARDED TO THE ENTRANT IDENTIFIED IN THE ENTRY (WHETHER AN INDIVIDUAL, GROUP, OR ORGANIZATION) FOR USE IN THE CONTINUED DEVELOPMENT OR PROVISION OF THE ENTRANT'S WINNING APPLICATION, WEBSITE, OR SERVICE (OR ANY SUCCESSOR APPLICATION, WEBSITE, OR SERVICE ARISING THEREFROM). IF THE ENTRANT IS A GROUP (AS DEFINED IN THESE TERMS), THE PRIZE WILL EITHER – AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION – BE DIVIDED EQUALLY AMONG ALL IDENTIFIED MEMBERS OF**

THE GROUP OR BE AWARDED TO A REPRESENTATIVE OF THE GROUP FOR USE BY THE GROUP AS A WHOLE IN THE CONTINUED DEVELOPMENT OR PROVISION OF THE ENTRANT’S WINNING APPLICATION, WEBSITE, OR SERVICE. NO INDIVIDUAL WILL RECEIVE ANY PRIZE FOR HIS OR HER PERSONAL USE AS PART OF THIS CONTEST.

ELIGIBILITY: For the purposes of this Contest, the “**Territory**” means any nation in the world, except for any country to or on which the United States has embargoed goods or imposed targeted sanctions (including, but not limited to, Cuba, North Korea, Iran, and Syria). This Contest is open only to the following:

- (a) natural persons who are, as of the date of entry, (i) a legal resident of a nation within the Territory and (ii) at least eighteen (18) years old and the age of majority in his or her jurisdiction of residence (e.g., country, province, state, prefect, territory, district, etc.) (any an “**Individual**”);
- (b) entities and organizations that are, as of the date of entry, legally formed or recognized by a jurisdiction within the Territory and have a principal place of business in the Territory (any an “**Organization**”); OR
- (c) an association of individuals that does not constitute a legally recognized entity, provided that each natural person composing such an association is (i) a legal resident of a nation within the Territory and (ii) at least eighteen (18) years old and the age of majority in his or her jurisdiction of residence (any a “**Group**”).

(Where distinction is not necessary, any Individual, Organization, or Group that enters this Contest is referred to in these Terms as an “**Entrant**.”)

Employees, officers, directors, members, managers, agents, and representatives of Sponsor, Qualcomm Incorporated, Telefonaktiebolaget LM Ericsson, and any other entities participating in the design, promotion, marketing, administration, or fulfillment of this Contest, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies (collectively, the “**Released Parties**”) and any family member or member of the same household (whether or not related) of any such persons are not eligible to enter or win a prize in this Contest. For purposes of this Contest, the term “family members” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

Participation in this Contest constitutes Entrant’s full and unconditional agreement to and acceptance of these Terms and the decisions of Sponsor, which are final and binding in all matters.

HOW TO ENTER: To enter, eligible Entrants must prepare and submit an “**Application Package**” to Sponsor during the Contest Period. Each Entrant’s Application Package must include all of the following: (i) a brief containing all of the information set forth below (“**Brief**”), (ii) a working version of the Application, Website or Service (included as an attachment or accessible via hyperlink, as detailed below) and (iii) a signed copy of these Terms (in the applicable signature block at top or Appendix A if entering as a Group). The Entrant’s Brief must:

- Include a brief overview of the Entrant’s Application, Website or Service and its function;
- Include a URL or application files for the Application, Website or Service and installation (if applicable) and usage instructions;
- Include a brief summary of the goals of the Application, Website or Service;

- Specify which of the four (4) Target Populations the Entrant's Application, Website or Service serves (i.e., farmers, women, migrant workers, or students/schools in rural areas) and describe any sub-group(s) within that Target Population to which the Application, Website or Service is aimed, along with the size of the target sub-group;
- Include a brief explanation of the Entrant's roll-out plans for the Application, Website or Service if it has not already been publicly launched. If the Application, Website, or Service has already been publicly launched, the Brief should state as much and include the launch date;
- Specify whether the Entrant is an Individual, Group, or Organization.
 - If you are entering as an Individual, the Brief must:
 - Provide a summary of your background.
 - Provide your full legal name, complete mailing address, email address, and phone number (including country and area code).
 - If the Entrant is a Group or Organization, the Brief must:
 - Identify of each member of the Group or Organization and provide a brief summary of his or her background and involvement in the Group/Organization. (For an Organization, this may be limited to those personnel directly involved in the design or development of the Application, Website, or Service.)
 - Provide the full legal name of the Organization or the name of your Group, and the Group or Organization's address and primary phone number (including country and area code); and
 - Provide the name of a contact person at the Group/Organization and his or her email address and phone number (including country and area code).

An Entrant's Application Package (described and defined above), and any other text, video, images, code, software, or other content that an Entrant submits to Sponsor as part of this Contest are referred to collectively as the Entrant's "**Entrant Content**". All Entrant Content submitted in this Contest must comply fully with the "Submission Requirements" section of these Terms, below.

As described below, Entrant's Application Package will be submitted to Sponsor via email. Entrant's Brief may be in any of the following formats: (i) text included within the body of the email to Sponsor; or (ii) a text document (or documents) attached to or linked to within the email to Sponsor. Entrants may also submit an online video to supplement their Brief in the Application Package, a link to which must be provided in the email to Sponsor. Online video may *only* be sent via a link. **DO NOT ATTACH A VIDEO TO THE APPLICATION PACKAGE SUBMISSION EMAIL OR SPONSOR MAY, IN ITS SOLE DISCRETION, DEEM YOUR APPLICATION PACKAGE INCOMPLETE AND YOUR PURPORTED ENTRY THEREFORE INELIGIBLE.** Entrant may include screenshots or other images of his/her/its Application, Website or Service in his/her/its brief, if applicable. Entrant's Application, Website, or Service may be submitted as application files attached to the Application Package submission email or may be linked to within the body of the email. In either case and as detailed above, the Brief must include usage (and, if applicable, installation) instructions for the Application, Website, or Service. The required signed copy of these Terms must be attached to the Entrant's Application Package submission email to Sponsor; no links to the signed copy of these Terms are permitted.

Once the Application Package is ready, eligible Entrants may enter by emailing the completed Application Package to enterchallenge@internet.org ("**Contest Email Address**") during the Contest Period. Without limiting any other provision of these Terms, Sponsor is not responsible for rejected or failed delivery of any purported Application Package submission email due to the excessive size of any attachments. When emailed to the Contest Email Address in accordance with these Terms and all instructions of Sponsor and actually received by Sponsor, the Application Package and submission email

are referred to in these terms as an “**Entry**.” All eligible Entries received during the Contest Period will be judged as more fully detailed in the “Winner Selection” section.

An Entrant may submit as many Entries as he/she/it would like, provided that each Entry must be based on a different Application, Website or Service and no Entrant may win more than one (1) prize in this Contest. No Entrant(s) may submit more on than one (1) Entry for a single Application, Website or Service. Entries must be submitted and received by Sponsor during the Contest Period through the Contest Email Address and in strict accordance with these Terms. The database clock for the domain on which the Contest Email Address is located will be the official timekeeper for this Contest. For purposes of this Contest, only complete Entries that are actually received by Sponsor at the Contest Email Address and during the Contest Period will be considered. Other proof of submitting or attempting to submit an Entry (such as, without limitation, a screen capture of a “Sent” mailbox containing a purported Entry submission email or an automated email confirmation message from Sponsor) does not constitute proof of actual receipt of the Entry for purposes of this Contest. Those who do not abide by these Terms and the instructions of Sponsor and provide all required Entrant Content may, in Sponsor’s sole discretion, be disqualified. Entries or participation may not be acknowledged and will not be returned. Entries (or participation that does not qualify as an “Entry”) that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made on behalf of an Entrant by a third party not affiliated or associated with that Entrant (as determined by Sponsor in its sole discretion) or originating through any commercial promotion subscription, notification, or entering services will be declared invalid and disqualified for this Contest. No Released Party will have any responsibility or liability for any dispute regarding any Entrant, including the identity of any Individual Entrant, the composition or members of a Group or Organization Entrant, or the distribution of any prize won among members of a Group or Organization Entrant. In the event that any dispute regarding an Entry or Entrant (including those regarding the identity or members of an Entrant Group/Organization or any Entrant’s rights in an Application, Website or Service) cannot be resolved to Sponsor’s satisfaction, the Entry will be deemed ineligible and the Entrant disqualified. As a condition of entering the Contest, without limiting any other provision in these Terms, each Entrant gives consent for Sponsor and its agents to obtain and deliver his/her/its name, address and other information and Entry to third parties for the purpose of administering this Contest and complying with applicable laws, regulations, and rules. ENTRIES MAY NOT BE ACKNOWLEDGED, WILL NOT BE RETURNED AND, IN FACT, MAY BE DESTROYED. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF THE ENTRY. ANY ENTRY THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE TERMS MAY, IN SPONSOR’S SOLE DISCRETION, BE DEEMED INELIGIBLE.

SUBMISSION REQUIREMENTS:

Entrant Content must meet all of the following requirements, as determined by Sponsor in its sole discretion, or the associated Entry may be disqualified:

- **All aspects of the Entrant Content must be solely owned by or licensed to the Entrant or in the public domain. All third-party content not owned by or licensed to the Entrant is prohibited, unless such content is in the public domain. Sponsor may request written proof of ownership of or adequate license to Entrant of any Entrant Content. Failure to timely provide adequate proof of ownership or sufficient license rights in any content included in the Entrant Content (as determined by Sponsor in its sole discretion) may result in the Entrant being disqualified and all Entries deemed void.**

- **All Entrant Content – aside from the Application, Website, or Service itself – must be entirely in the English language. The Application, Website, or Service may be in any language (or any combination of languages).**
- If Entrant elects to submit his/her/its Brief in text format (whether in the body of the Application Package submission email or as a separate document), the Brief must be no longer than approximately two thousand (2000) words in total.
- If Entrant elects to submit an additional, optional video to supplement the Brief, the video must be no longer than five (5) minutes in duration. Any video submitted must be posted online to a video-sharing service or other online service that allows it to be viewed by Sponsor without the need to download the video.
- If any part of an Entrant's Entrant Content depicts or includes any person that is not Entrant him- or herself or, for a Group or Organization Entrant, a member of the Group/Organization, Entrant must have all permissions and rights from the individual depicted (and, if such individual is a minor, his/her parent or legal guardian) and agrees to provide Sponsor with written confirmation of those permissions and rights upon request.
- Entrant Content must not create or imply any association between Sponsor and any individual or entity or his, her, or its products or services, including the Entrant. Entrant Content must not contain any recognizable third-party trademarks (including logos), trade dress, or other brand elements.
- Entrant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.
- Entrant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, libelous (including trade libel), disparaging, harassing, threatening, profane, obscene, pornographic or otherwise adult-oriented, hateful, indecent, inappropriate, or injurious to any Released Party or any other party.
- Entrant Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules, or regulations.
- Entrant Content must be suitable for presentation in a public forum.
- **Entrant agrees that his, her, or its participation in the Contest and agreement to these Terms and any Released Party's reproduction, display, and use of the Entrant Content in accordance with these Terms will not violate any agreement to which Entrant is a signatory or party.**
- **Entrant agrees to indemnify the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of the Entrant Content authorized under these Terms.**

Sponsor reserves the right in its sole discretion to disqualify from the Contest any Entrant whose Entry (in its sole discretion) refers, depicts, or in any way reflects negatively upon a Released Party, the Contest, or any other person or entity or does not comply with these Terms, including any of the above Submission Requirements.

WINNER SELECTION/NOTIFICATION:

Eligible Entries will be judged by a panel of judges chosen by Sponsor in its sole discretion (the “Judges”). Each eligible Entry will be evaluated under two sets of criteria: one used to select the Innovation Challenge Award winners and one used to select the Impact Award winners.

To select the one (1) Innovation Challenge Award winner for each of the four (4) Target Populations, the Judges will evaluate each eligible Entry based on the following criteria according to the percentage weights indicated (the “**Innovation Challenge Criteria**”):

- *Innovation* – How innovative, new, or creative is the Application, Website or Service? [25%]
- *Impact* – Will the Application, Website or Service meaningfully impact the lives of many people within the Target Population? [25%]
- *Scalability* – How scalable is the Application, Website or Service? What percentage of the Target Population can the Application, Website or Service be made to reach? Localized or local content, and multilingual support are key sub-criteria. [25%]
- *Launch Readiness* – If it is not already, how soon can the Application, Website or Service be made available publicly (beyond limited trials and prototypes)? If the Application, Website, or Service is already publicly available, how stable and consistent is its performance? [25%]

To select the two (2) Impact Award winners for each of the four (4) Target Populations, the Judges will evaluate each eligible Entry based on the same criteria as set forth above for the Innovation Challenge Criteria (i.e., Innovation, Impact, Scalability, and Launch Readiness), but will weight each criterion differently as follows: Innovation [10%]; Impact [70%]; Scalability [10%] and Launch Readiness [10%] (the “**Impact-Award Criteria**” and, collectively with the Innovation Challenge Criteria, the “**Criteria**”).

Each eligible Entry will be scored in accordance with each set of Criteria. For each of the four (4) Target Populations, the one (1) Entry with the highest score after application of the Innovation Challenge Criteria will be selected as the potential Innovation Challenge Award winner and the two (2) Entries with the highest scores after the application of the Impact-Award Criteria will be selected as the potential Impact Award winners for that Target Population. In the event of a tie in the selection of any winner, the tie will be resolved in favor of the Entry with the higher score on the “Impact” Criterion. If there is still a tie, the tie will be resolved in favor of the Entry with the higher score on the “Scalability” Criterion. AN ENTRANT MAY WIN A MAXIMUM OF ONE (1) PRIZE IN THIS CONTEST, IRRESPECTIVE OF THE NUMBER OF ENTRIES SUBMITTED BY THAT ENTRANT. No Entrant may win more than one (1) Innovation Challenge Award prize, more than one (1) Impact Award prize, or both an Innovation Challenge Award and an Impact Award prize.

Sponsor reserves the right to contact Entrants for verification purposes and administration of the Contest. All Judges’ decisions are final and binding in all matters relating to this Contest. Each Entrant acknowledges that other Entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to his/her/its Entry (including, without limitation, a similar Application, Website or Service), and that he/she/it will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

Sponsor or its designee will attempt to notify the potential winners on or around February 16, 2015, by email or other means (as determined by Sponsor in its sole discretion). Each potential prize winner will be required to complete, execute, have notarized (if applicable), and return an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law), tax documents, and related prize-acceptance documents (collectively, “**Winner Documents**”) within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Winner Documents, if applicable, must be received by Sponsor from the potential winner within five (5) days of Sponsor sending the documents to the potential winner (or other time frame as stated in the Winner Documents) or prize may be forfeited and an alternate winner selected. If any notification or other Contest-related communication is returned as undeliverable, or if a selected potential winner cannot be reached or does

not respond as instructed after Sponsor has attempted to notify that potential winner, that selected winner may be disqualified and an alternate winner may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prize claim and Winner Documents are subject to verification by Sponsor. The prizes, if legitimately claimed, will be awarded. In the event there are fewer than three (3) eligible Entries received in this Contest for any of the four (4) Target Populations, Sponsor reserves the right to award fewer prizes in accordance with the number of eligible Entries actually received. Sponsor will not be obligated to pursue more than one (1) alternate winner (time permitting) for any prize for any reason, provided that Sponsor will have no obligation to pursue alternate winners should no eligible Entries remain for a given Target Population.

PRIZES, QUANTITY AND APPROXIMATE RETAIL VALUE ("ARV"):

(a) Innovation Challenge Award Winners

Subject to verification, each of the four (4) Innovation Challenge Award prize winners in this contest (one (1) for each of the four (4) Target Populations) will receive a prize consisting solely of: two-hundred and fifty thousand U.S. dollars (USD \$250,000) provided in a form determined by Sponsor in its sole discretion and automatic eligibility for Accelerate Track benefits in Sponsor's FbStart program, which include Facebook ad credits, Parse credits, and access to a suite of third-party tools and services. The monetary portion of the prize will be awarded in a single payment to winner made within approximately sixty (60) days of winner verification. ARV of each Innovation Challenge Award prize: USD \$250,000.

(b) Impact Award Winners

Subject to verification, each of the eight (8) Impact Award prize winners in this contest (two (2) for each of the four (4) Target Populations) will receive a prize consisting solely of twenty-five thousand U.S. dollars (USD \$25,000) provided in a form determined by Sponsor in its sole discretion. The prize will be awarded in a single payment to winner made within approximately sixty (60) days of winner verification. ARV of each Impact Award prize: \$25,000.

The total ARV for all prizes available in this Contest is USD \$1.2 million.

PRIZES IN THIS CONTEST WILL BE AWARDED TO THE ENTRANT IDENTIFIED IN THE ENTRY FOR THE PURPOSES OF CONTINUED DEVELOPMENT OR PROVISION OF THE ENTRANT'S WINNING APPLICATION, WEBSITE, OR SERVICE (OR ANY SUCCESSOR APPLICATION, WEBSITE, OR SERVICE ARISING THEREFROM). IF THE ENTRANT IS A GROUP, THE PRIZE WILL EITHER – AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION – BE DIVIDED EQUALLY AMONG ALL IDENTIFIED MEMBERS OF THE GROUP OR BE AWARDED TO A REPRESENTATIVE OF THE GROUP FOR USE BY THE GROUP AS A WHOLE IN THE CONTINUED DEVELOPMENT OR PROVISION OF THE GROUP'S WINNING APPLICATION, WEBSITE, OR SERVICE. NO INDIVIDUAL WILL RECEIVE AS PART OF THIS CONTEST ANY PRIZE FOR HIS OR HER PERSONAL USE, AND PRIZE RECIPIENTS AND INDIVIDUALS ARE PROHIBITED FROM USING ANY PRIZE OR PORTION THEREOF FOR HIS OR HER PERSONAL USE OR ANY USE UNRELATED TO THE APPLICABLE ENTRANT'S WINNING APPLICATION, WEBSITE, OR SERVICE.

Sponsor may, at any time within five (5) years of award of the prize, request that any winning Entrant provide it with reasonable documentation evidencing Entrant's use of the prize money in accordance with these restrictions. If any Entrant fails to provide requested documentation within a reasonable time or if Sponsor determines that any winner has used some or all of the prize money for purposes other than the continued development or provision of its winning Application, Website or Service (or any successor application, website, or service arising therefrom) (all as determined by Sponsor in its sole discretion), then Entrant will promptly return to Sponsor the full value of any prize awarded to it upon demand by Sponsor.

Sponsor is not responsible for any inability or unwillingness of any winning Entrant to accept or use the prize (or portion thereof) for any reason. Prize elements delivered by mail will only be mailed to the winning Entrant's address within the Territory. Prize details not specifically stated in these Terms, including the form or method of any payment, will be determined in Sponsor's sole discretion. All taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes), as well as any expenses arising from acceptance or use of the prize and not specified in these Terms as being provided as part of the prize, are the sole responsibility of the winner. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prize or prize element or any prize that is undeliverable or does not reach a winner because of incorrect or changed contact or bank routing information. If a winner does not accept or use the entire prize for any reason, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions, or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute any stated prize or any component thereof with another prize or component of equal or greater value for any reason. No more than the stated prizes will be awarded. Entrants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption and any liability and publicity which might arise from claiming or seeking to claim said prize.

LICENSE: By entering, except where prohibited by law, each Entrant grants to the Released Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, and distribute the Application Package (including the Application, Website, and/or Service) and any other Entrant Content that comprises the Entrant's Entry in perpetuity and in any medium (including online and in digital media) in any language, throughout the world, for the purposes of evaluating Entries and administering this Contest, including selecting, announcing, and publicizing each winner and its Application, Website and/or Service. Each winner further grants to the Released Parties (and their agents, successors, and assigns) a non-exclusive, irrevocable, worldwide, transferable and sublicensable right and license to use his, her, or its trade names and trademarks (including logos) in connection with this Contest, including for the purposes of announcing and publicizing the winner and his/her/its Application, Website or Service.

Each entrant hereby acknowledges and agrees that the relationship between the Entrant and each of the Released Parties is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to submit his/her/its Entry for purposes of the Contest does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Entry (including, without limitation, the Application Package), other than as set forth in these Terms. Each Entrant understands and acknowledges that the Released Parties have wide access to ideas, text, images, code, applications, software, and other creative materials. Each Entrant also acknowledges that many ideas for applications and online services may be competitive with, similar to, or identical to its Application, Website or Service and/or each other in idea, function, components, format, or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any

compensation as a result of any Released Party's use of any such similar or identical material that has or may come to such Released Party from other sources. Each Entrant acknowledges and agrees that Sponsor does not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Entrant's patent, copyright or other proprietary rights in and to his/her/its Entry, including the Application, Website or Service contained or described therein. Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party application, service or other property, and Entrant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: NOTHING IN THESE TERMS LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE RELEASED PARTIES EXCLUDE FROM THESE TERMS ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (I.E., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR AWARDED OF A PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY CONTEST- OR PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SPONSOR OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

ADDITIONAL DISCLAIMERS:

The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Entrant (or a member of any Entrant Group or Organization), or by human error (except to the extent that any of the following occur for reasons within Sponsor's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Entries made by illegitimate means (such as, without limitation, by an

automated computer program); any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Contest-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Contest-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Contest or the processing of Entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use of any prize. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. Released Parties are not responsible, and may disqualify an Entrant, if any contact information provided by the Entrant does not work or is changed without giving prior written notice to Sponsor. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any Entrant or winner (or any person claiming through such Entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Contest activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

GENERAL RULES:

By entering this Contest (except where prohibited by law), each natural person signing these Terms as part of an Application Package (as the Entrant or on behalf of an Entrant Group or Organization) grants the Released Parties the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, biographical information, any quotes attributable to him or her, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each such person releases all Released Parties from any and all liability related to such authorized uses. Nothing contained in these Terms obligates Sponsor to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Contest, including interpretation of these Terms, selection of the winners, and awarding of the prizes. All Entrants, as a condition of entry, agree to be bound by these Terms and the decisions of Sponsor. Failure to comply with these Terms may result in disqualification from the Contest. Participants further agree to not damage or cause interruption of the Contest and/or prevent others from participating in the Contest. Sponsor reserves the right to restrict or void participation from any IP address, email address or domain, or device if any suspicious Entry and/or

participation is detected. Sponsor reserves the right, in its sole discretion, to void Entries or other participation by any person or entity who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in the Contest or these Terms. If Sponsor determines (at any time and in its sole discretion) that any winner or potential winner is disqualified, ineligible, in violation of these Terms, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Sponsor reserves the right to disqualify such winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. Sponsor's failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will 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 Terms will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Contest is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest and award the prizes based on eligible Entries received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, participates or submits Entries by fraudulent means, or is otherwise determined to be in violation of these Terms in an attempt to obtain a prize, Sponsor may disqualify that person (and any Entrant on the behalf of which such person participated in the Contest) and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding an Entry cannot be resolved to Sponsor's satisfaction, such Entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES/GOVERNING LAW:

Except where prohibited by law, any and all disputes, claims, and causes of action between a participant and any Released Party arising out of or connected with this Contest, the determination of any winner, or any prize awarded must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the participant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10 USD), and each participant further waives all rights to have damages multiplied or increased.

This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of the State of California, USA, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any jurisdiction. Any legal actions, suits or proceedings related to this Contest (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over San Mateo County, California, US, and each entrant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest.

RULES/WHO WON?: A copy of these Terms is available by sending an email with the subject line “Internet.org Innovation Challenge - Terms” to challengerules@internet.org. Information about who won is available by sending an email with the subject line “Internet.org Innovation Challenge - Who Won?” to challengeinfo@internet.org. Rules requests must be received no later than the end of the Contest Period. Requests for winner information must be received no later than three (3) months after the end of the Contest Period. During the Contest Period, the Terms will also be available by visiting www.Internet.org/InnovationChallenge.

SPONSOR: Facebook, Inc., 1 Hacker Way, Menlo Park, CA 94025 USA.

The Internet.org Innovation Challenge

Terms & Conditions - Appendix A

Agreement to the Terms & Conditions by All Members of a Group Entrant

IF YOU ARE ENTERING THIS CONTEST AS AN INFORMAL GROUP AND NOT AN ORGANIZATION AS DEFINED BY THESE TERMS (i.e., A LEGAL ENTITY FORMED UNDER THE LAWS OF A JURISDICTION IN THE TERRITORY), YOUR APPLICATION PACKAGE MUST INCLUDE A COPY OF THIS APPENDIX A SIGNED BY EACH NATURAL PERSON THAT COMPRISES THE GROUP ENTERING THIS CONTEST. INCLUDE AS MANY COPIES OF THIS APPENDIX AS NECESSARY TO ADDRESS ALL MEMBERS OF YOUR GROUP.

I represent and warrant that I am natural person and a legal resident of a country within the Territory. I am at least eighteen (18) years of age and the age of majority in my jurisdiction of residence. I am a member of the Entrant Group, _____ [*Insert name of your Group*]. On behalf of myself and my Group, I hereby agree to the Terms & Conditions of this Contest (in their entirety and without alteration) and to all decisions of Sponsor, which I understand are final in all respects and binding on my Group and me.

Printed Name	Signature	Date