

Challenge Incentive Overview

NYCx and NYCEDC Awards

For questions about NYC prizes: please contact Youssef Kalad, ykalad@cto.nyc.gov

Partner	Incentive and Additional Terms	Who is Eligible?
NYCx and NYCEDC	<ul style="list-style-type: none">• \$80,000 Cash Award split among up to 8 Finalists	All Finalists
NYCx and NYCEDC	<ul style="list-style-type: none">• Facilitated access to a solutions testing environment for up to 8 Finalists	All Finalists
NYCx and NYCEDC	<ul style="list-style-type: none">• Provide proposal and product validation & feedback for up to 8 Finalists	All Finalists

Jerusalem Venture Partners (JVP) Awards

For questions about JVP Awards, please contact Nick Lalla, nlalla@edc.nyc. Note that the recipient(s) of the investment prize will be determined by JVP and JVP only. JVP will have sole discretion to decide on which participants it chooses to diligence for the investment opportunity and which participants it chooses to invest in.

Partner	Incentive and Additional Terms	Who is Eligible?
JVP	<ul style="list-style-type: none">• \$1,000,000 Investment	All Participants
JVP and NYCEDC	<ul style="list-style-type: none">• Acceptance into Hub.NYC, NYCEDC & JVP's Cyber Incubator for 3 Companies	All Participants
JVP	<ul style="list-style-type: none">• Assist in defining US market-entry strategy, launch strategic business development efforts, integrate into industry-leading marketing initiatives, and help in recruitment of key personnel in the US	All Participants

JVP	<ul style="list-style-type: none"> Support selected companies via exposure to market leaders and access to potential investors & clients 	All Participants
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International Partner Awards

For questions about International Partner Awards, please contact Melissa Guinan, mguinan@edc.nyc

All finalists are eligible to accept the following prize packages. Prize packages are provided directly by partner organizations and are subject to availability at the time of the award. Additional restrictions may apply.

International Prize Package	Incentive and Additional Terms	Prize package provided by
Israel	<ul style="list-style-type: none"> Free passes to Cybertech Tel Aviv Workshops with partners in Israel Facilitated access to the Foreign Visa Program 	Israel Innovation Authority
Japan	<ul style="list-style-type: none"> Demo opportunities in Japan Consultation with IPA leading to potential business and partnership introductions Invitations to events in Japan 	Information-technology Promotion Agency
Republic of Korea	<ul style="list-style-type: none"> Guidance on forming a Korean corporate entity Invitations to events in Korea Consultation with KOTRA leading to potential business and partnership introductions 	Korea Trade-Investment Promotion Agency (KOTRA) and Korea Information Security Industry Association (KISIA)
Singapore	<ul style="list-style-type: none"> Demo opportunities in Singapore Consultation with Singapore leading to potential business and partnership introductions Invitations to events in Singapore 	National Research Foundation
Berlin	<ul style="list-style-type: none"> Travel support to NYC Demo opportunities in Berlin Consultation with Berlin Partner leading to expansion support and business advisory services Free co-working space in Berlin for up to four weeks Invitations to events in Berlin 	Berlin Partner
Helsinki	<ul style="list-style-type: none"> Demo opportunities in Helsinki Consultation with City of Helsinki leading to potential business support and free coworking space in Helsinki 	City of Helsinki

	<ul style="list-style-type: none"> • Consultation with City of Helsinki leading to potential business and partnership introductions • Free passes to Slush 2019 and Arctic Startup 	
London	<ul style="list-style-type: none"> • Demo opportunities in London • Consultation with Plexal leading to expansion support • Consultation with Plexal leading to potential business and partnership introductions • Free co-working space in London for three months with follow on preferential rates 	London & Partners
Paris	<ul style="list-style-type: none"> • Desk space at Paris & Co. coworking location • Demo opportunities in Paris • Introductions to businesses via Open Innovation Lab • Meeting with experimentation team at Paris & Co. • Invitation to participate in Hacking of City Hall 	Paris & Co.

Hometown Team Support

For questions about Hometown Team support, please contact Melissa Guinan, mguinan@edc.nyc

Finalists from the below jurisdictions are eligible to receive the following awards provided directly by partner organizations and subject to availability.

Eligible Finalists	Incentive and Additional Terms	Prize package provided by
Finalists from Israel	<ul style="list-style-type: none"> • Funding support for finalist stage 	Israel Innovation Authority
Finalists from Japan	<ul style="list-style-type: none"> • Travel support to NYC 	JETRO/IPA
Finalists from Republic of Korea	<ul style="list-style-type: none"> • Travel support to NYC • Features in KISIA publications and priority listing in KOTRA database • Invitations to events in Korea and priority consideration for trade promotion events overseas • Priority consideration for “Foreign Investment Promotion Fund for Innovative Industry” application • Partial subsidy on patent and trademark prosecution fees • Guidance on forming a U.S. corporate entity 	Korea Trade-Investment Promotion Agency (KOTRA) and Korea Information Security Industry Association (KISIA)
Finalists from Singapore	<ul style="list-style-type: none"> • Travel support to NYC 	National Research Foundation

Finalists from Berlin	<ul style="list-style-type: none"> ● Internationalization support ● Introductions to network in NYC 	Berlin Partner
Finalists from Helsinki	<ul style="list-style-type: none"> ● Travel support to NYC ● Introductions to network in NYC 	City of Helsinki
Finalists from London	<ul style="list-style-type: none"> ● Introductions to network in NYC ● Internationalization support 	London & Partners
Finalists from Paris	<ul style="list-style-type: none"> ● Consultation with French Consulate in New York leading to potential business introductions ● Invitations to activities held by the French Consulate during finalist visit to NYC 	French Tech NYC/Consulate of France in New York

Challenge Rules

Competition Terms and Conditions

Teams are responsible for their own costs in developing and testing submissions. If no team qualifies for baseline performance expectancy, then the Evaluation Panel reserves the right to reassess performance standards.

Participating teams will be afforded the opportunity to share resources and assets, merge, or reorganize at any point during the Challenge to produce the best outcome. Teams that do merge must agree on terms that integrate all parties involved under one entity so that there are no disputes during contract negotiations in the event that the conjoined team wins the Challenge.

The City reserves the right, at any point during the Challenge, to change any details about the Challenge as unforeseen circumstances arise.

Eligibility

To be eligible to compete in the Challenge, a team must be an Eligible Entity. Employees of the City of New York, and the judges or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Challenge and their immediate family (spouse, parents and step-parents, sibling and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to participate and receive award of a stipend or agreement with the City or any award. The Challenge is subject to all applicable United States federal, state and local laws and regulations. Participation constitutes participant’s full and unconditional agreement to these Official Rules and Sponsors’ decisions, which are final and binding in

all matters related to the Challenge. Award of a stipend is contingent upon fulfilling all requirements set forth herein.

Each team must designate a Team Leader. The Team Leader will be the sole point of contact between the team and the Challenge administrators.

The City reserves the right to limit, or restrict upon notice, participation in the Challenge to any person or entity at any time for any reason. Teams may withdraw as set forth in the guidelines provided in the Challenge Rules.

Privacy and Data Security (Confidentiality)

Challenge participants may be exposed to information about the City's business that is considered sensitive to its operations. Teams are required to sign a Non-Disclosure Agreement and to protect and keep confidential any information it may come into contact with during the challenge process as laid out in the Challenge Rules.

Health, Safety, & Environment/Security

Teams are required to register all Team Members for the Challenge. In addition to complying with applicable laws and regulations, each team is expected to employ appropriate safety precautions. All teams must wear proper equipment when setting up and using equipment. The City reserves the right to suspend or disqualify team operations if they observe someone on any team participating in unsafe activities.

Each team must fill out and return the appropriate safety and security forms at least two weeks prior to the team's field testing visit.

Equipment Breakdown

Participants are responsible for breaking down and removing any equipment after testing is complete. This extends to installed software or web / mobile applications.

Challenge Rules

The Challenge will begin at 3:00:00 PM Eastern Standard Time ("EST") October 30, 2018 and end in early Summer 2019 ("Challenge Period"). The Challenge is sponsored by the City of New York ("Sponsors"). Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Challenge to make sure that your participation is legal and to ensure that you comply with all relevant laws. You are responsible for obtaining all passports, visas, and other government-required documents and permissions needed to use a prize.

To enter, you must visit the application page and complete all forms by February 8, 2019. Once you have qualified and submitted all necessary documentation. To complete their Submissions via the Challenge application page.

Up to eight submissions that receive the highest overall scores from the Evaluation Panel during the Judging Period for Round 2 will be potential Finalists and proceed to Round 2. Potential Finalists will be notified and confirmed in Spring 2019 by email from the Sponsors. Each potential Round 2 Finalist will be asked to provide contact information. If a potential Finalist does not respond to Sponsors' notice in a reasonable timeframe, that potential Finalist may be disqualified and the entry with the next highest score ranked by the judges will be selected as a potential Finalist for Round 2 in its place.

During Round 2 and Round 3, entrants will be asked to further refine and develop their original Submissions, including demonstrating a useful prototype of their solution or technology. Round 3 will also require Finalists to travel to New York at a later date to demonstrate their technology and present their proposals to the Evaluation Panel. The Submissions may also be featured on official social media channels operated by the City of New York.

ALL POTENTIAL AWARDEES ARE SUBJECT TO VERIFICATION BY SPONSORS WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE.

Finalist Award Details

The Approximate Retail Value (ARV) of the Finalist Award (s) will be an award of up to \$80,000 split evenly among up to 8 Finalists. Any difference between stated value and actual value will not be awarded. Awardee is responsible for any transportation not specifically noted in these rules. Awardee is responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsors, may apply. All specifics of the Challenge will be at Sponsors' discretion. If Awardee (s) cannot comply with these restrictions or any other portion of these Official Rules, the award will be forfeited in its entirety and an alternate Awardee (s) will be chosen. If Awardee (s) cannot meet deadlines specified by Sponsors, the award will be forfeited in its entirety and the award may be awarded to an alternate awardee selected by the panel of judges from among Finalist entries. All costs and expenses associated with award acceptance and use not listed herein as part of the award including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of Awardee.

No cash in lieu of award. No substitution of award is permitted except by Sponsor. Award is not assignable or transferable. Limit one award per person/team. If Awardee(s) cannot participate for any reason, Awardee(s) will forfeit the award and Sponsors may, at their option and in their sole discretion, select an alternate awardee or the award may not be awarded. All of the award elements are subject to change and shall be determined by Sponsors in their sole discretion.

All federal, state and local income taxes on award(s) and gratuities are solely the responsibility of the Awardee. Payments to potential Awardee(s) are subject to the express requirement that they submit to

the Sponsors all documentation requested by the Sponsors in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All Awards will be net of taxes Sponsors are required by law to withhold. The Awardee is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If the Awardee fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsors may, in their sole discretion, select an alternative potential Awardee.

Sponsors do not claim any ownership rights in your Submission. By participating, you agree to be bound by these Official Rules and grant Sponsors a non-exclusive, fully paid-up, perpetual and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Submission, including without limitation the right to use all or part of your Submission in any format in perpetuity.

By participating, you consent to the use, by Sponsors, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Challenge and Sponsors' related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.

You agree that nothing in these Rules grants you a right or license to use materials owned by Sponsors or any materials or data supplied by Sponsors during the course of the Challenge.

International Partner Finalist Award Details

Challenge Finalists will have access to a suite of resources & support packages provided by International Partners. These resources will be advertised on official Challenge materials along with a specific point of contact from each organization who can be reached to help Finalists take advantage of those resources.

Jerusalem Venture Partners (JVP) Investment Award Details

JVP will evaluate all Challenge participants, even those who are not Finalists, for the opportunity to receive a \$1,000,000 investment. The due diligence, terms, and details are solely under JVP's discretion and will not be determined by the City of New York or anyone on the Evaluation Panel. JVP reserves the right to invest in any Challenge participant, whether or not they were chosen by the Evaluation Panel as a Finalist or Winner.

Warranties

By participating in the Challenge, you represent and warrant that your Submission:

1. is your own original work;
2. does not violate or infringe upon the copyrights, trademarks, patent or other rights of any person or entity;
3. does not and will not violate any applicable law, statute, ordinance, rule or regulation; and

4. does not trigger any reporting or royalty obligation to any third party.

You further represent and warrant that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

Participation Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsors and/or the Challenge judges which are binding and final in all matters relating to this Challenge; (b) release, indemnify, and hold harmless the Sponsors, and their respect parent, subsidiary, and affiliated companies, the award suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant’s Submission, creation of an entry or submission of an entry, participation in the Challenge, acceptance or use or misuse of an award (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of a Submission; and (c) indemnify, defend and hold harmless the Sponsors from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to a participant’s participation in the Challenge and/or participant's acceptance, use or misuse of an award.

Publicity

Except where prohibited, participation in the Challenge constitutes participant’s consent to Sponsors’ and their agents’ use of his or her name, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose in any media, worldwide, without further payment or consideration.

Participants are prohibited from using The City name or any of its trademarks, without the express written approval by the City.

General Conditions

Sponsors reserve the right to cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, technical failures or any other factor beyond Sponsors’ reasonable control impairs the integrity or proper functioning of the Challenge, as determined by Sponsors in their sole discretion. Sponsors reserve the right in their sole discretion to disqualify any individual or participant it finds to be tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by

any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsors are not responsible for, nor are they required to count, incomplete, late, misdirected, damaged, unlawful or illicit Submissions, including those secured through automated means or by registering more than one e-mail account and name, using another participant's e-mail account and name, as well as those lost for technical reasons or otherwise.

Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Challenge, (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Challenge; (4) technical or human error which may occur in the administration of the Challenge or receipt or use of any award. If for any reason a participant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is to provide another Submission within the applicable deadline. No more than the stated number of awards will be awarded.

Disputes

Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any award, other than those concerning the administration of the Challenge or the determination of awardees, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any awards, shall be resolved exclusively by the United States District Court or the appropriate New York State Court either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles), regardless of the domicile of the parties; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (4) under no circumstances will participant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any

choice of law of conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Privacy

Sponsors collect personal information from you when you enter the Challenge. The information collected is subject to the [City's privacy policy](#).

Freedom of Information Law

All Challenge related submissions and materials become the property of The City. The City has agreed to be subject to the New York State Freedom of Information Law (“FOIL”), which governs the process for the public disclosure of certain records maintained by The City. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when specifically exempted from disclosure under the requirements of FOIL. Individuals or firms that submit proposals to The City may request that The City exempt all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If The City determines that the requested exemption from public disclosure qualifies for an exemption from disclosure under FOIL, The City will grant such requested exception to the extent permitted under FOIL.