

ALEXA EDTECH CHALLENGE 2020 TERMS AND CONDITIONS

COMPLETE RULES AND DETAILS OF THE ALEXA EDTECH CHALLENGE (THE “CHALLENGE”)

(1) Please read the following terms and conditions (“Terms”) carefully before entering the Challenge. This is a skill-based Challenge; chance plays no part in the determination of winners. The goal of the Challenge is to encourage education technology and publishing companies with businesses registered in India to create and prepare the best application of voice technology in education. By posting a Submission (as described herein), you acknowledge that you have read and agree to be bound by these Terms and the decisions of EdTechReview Media Pvt Ltd (“EdTechReview”, “ETR”, the “Promoter”, “we” or “our”) and the judges, and that you satisfy all eligibility requirements.

(2) Privacy Notice: All information submitted in connection with this Challenge will be treated in accordance with the Terms and the Promoter’s Privacy Policy. If you do not agree with these Terms or the Privacy Policy, please do not enter the Challenge.

1. THE CHALLENGE AND THE PROMOTER

This Challenge is being organised and operated by EdTech Review.

2. ELIGIBILITY

2.1 Subject to the provisions of paragraphs 2.2 and 2.3 below, this Challenge is open to organisations domiciled in India as an education technology or publishing company (including limited liability companies, public limited companies, not-for-profit companies and other non-profit organisations, partnerships and other legal entities) that exist and have been organised or incorporated at the time of entry (each, a “Participating Organisation”). An individual who is part of a Participating Organisation may also enter the Challenge as an Eligible Individual on behalf of a Participating Organisation (each, an “Eligible Individual”).

2.2 Participating Organisations and Eligible Individuals may not:

(a) be members of any guild, union or other organization that may prohibit them from participating in this Challenge and that would restrict, require due payment or otherwise have the right to oppose such participant’s participation in the Challenge; or

(b) be subject to any applicable laws, regulations or internal rules of the Participating Organisation that may prohibit them from accepting any prize awarded as a result of their participation in the Challenge.

2.3 The following individuals are not eligible to participate in or contribute to a submission by a Participating Entity to the Challenge:

(a) directors, officers, employees, interns and contractors (“Personnel”) of Promoter, its parents, subsidiaries, affiliates, and their respective advertising, promotion and public relations agencies, representatives and agents (collectively, “Challenge Entities”);

(b) employees of agents or suppliers of the Promoter or its group companies, who are professionally connected with the Challenge or its administration; or

(c) officers, employees or representatives (including anyone elected, nominated, or appointed to be an officer, employee, or representative) of any national, state, regional, or local government, government agency or department, or state owned-entities (each, a “Government Official”) or anyone otherwise acting in an official capacity on behalf of a Government Official, who is restricted from receiving a prize by means of their organisation’s rules, policies or guidelines or under applicable law or regulation.

3. HOW TO ENTER

3.1 The Challenge starts at 00:01 IST on 5 March 2020 and ends at 23:59 IST on 15 May 2020 (the “Submission Period”).

3.2 To participate, during the Submission Period participants must go to <https://events.edtechreview.in/alexa-challenge-2020/> and follow the instructions to complete the online form and submit an original Alexa skill idea that they believe can be the best application of voice technology in education (each, a “Submission”).

3.3 No purchase of any product or service is required to enter this Challenge.

3.4 All Submissions must be received by 23:59 IST on 15 May 2020.

3.5 Participating Organisations are limited to three (3) Submissions per Participating Organisation throughout the Submission Period. Participating Organisations may enter more than once on behalf of their Organisation. In the event any Participating Organisation submits more than three (3) Submissions, any Submissions in excess will be deemed ineligible. Participating Organisations assume all risk of lost, late, misdirected, incomplete, or unintelligible Submissions.

3.6 All entries are deemed to have been received at the time of entry into the Promoter’s database and not at the time when the entry is sent to the Entry Platform(s) by the participant. Promoter’s (or its contractor’s) servers and clock shall be deemed the official clock for all phases of the Challenge, and participant’s proof of a Submission does not constitute proof of receipt by Promoter. Promoter is not responsible for:

(a) lost, misdirected, late, incomplete, or unintelligible Submissions or for inaccurate Submission information, whether caused by participant or by any of the equipment or programming associated with or utilised in the Challenge, or by any technical or human error that may occur in the processing of Submissions; or

(b) any printing, production, human or typographical errors in any materials associated with the Challenge.

4. CONDITIONS OF SUBMISSION

4.1 Each Participating Organisation / Eligible Individual must follow and meet the following requirements when posting a Submission:

(a) Each Submission must be an Eligible Individual’s own original work, and must not infringe or violate the rights of any third party, including but not limited to, copyright, trademarks, contract and licensing rights, privacy rights, moral rights, or any other intellectual property rights;

(b) Participating Organisations must have permission from all persons featured in a Submission for their participation in the Submission;

(c) No Submission shall be subject to any third-party agreements, and Promoter shall not be required to pay or incur any sums to any person or entity as a result of its ownership, acquisition, use or exploitation of the Submissions or rights therein;

(d) Upon posting a Submission, each Participating Organisation and Eligible Individual consents to EdTech Review's use of their name, likeness and similar characteristics for the purpose of advertising, selling, or otherwise promoting. Each Participating Organisation and Eligible Individual understands and agrees that there will be no financial or other monetary compensation for such use.

4.2 Submissions must not contain:

(a) anything which may be considered defamatory, inappropriate, offensive, abusive, unlawful, obscene, derogatory, pornographic, sexually inappropriate, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children, or otherwise unsuitable for publication;

(b) anything which infringes or may infringe the intellectual property rights (such as unlicensed music, a company's logos or branding etc.), privacy or confidentiality rights, personality rights, image rights or any other rights whatsoever of any third party;

(c) anything which denigrates or may denigrate (in the Promoter's sole opinion) the Promoter's brand, the Challenge, or any other third-party brand, product or service;

(d) swear words, inappropriate language, nudity, violence, imagery or themes of an adult or sexual nature; or

(e) any other materials or content which the Promoter considers (in its sole discretion) to be contrary to the nature and spirit of the Promoter brand or the Challenge. Promoter reserves the right in its sole and unfettered discretion to disqualify at any time any Submission containing obscene, offensive, pornographic or sexually explicit material, or libellous, disparaging, infringing or other inappropriate content or subject matter (as determined by Promoter in its sole discretion).

5. JUDGING PHASE 1

5.1 All Submissions received by Promoter during the Submission Period will be reviewed by a panel of judges selected by the Promoter to judge Phase 1 (the "Phase 1 Judging Panel") between 00:01 IST on 18 May 2020 and 23:59 IST on 27 May 2020 (the "Judging Period").

5.2 The Phase 1 Judging Panel shall include at least one independent person, who is demonstrably independent from, among others, the Promoter, the Personnel, the Challenge Entities and the Participating Organisation. Each judge appointed to the Phase 1 Judging Panel shall be competent to judge Phase 1 of the Challenge. The Promoter shall make the full names of each judge on the Phase 1 Judging Panel available on request. All decisions of the Phase 1 Judging Panel shall be final and binding.

5.3 Participating Organisations and Eligible Individuals are prohibited from influencing reviews of their Submissions by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Promoter in its sole discretion.

5.4 All Submissions will be rated by the Phase 1 Judging Panel using the following criteria:

(a) Innovation: How original and creative is the skill idea? Are there already existing skills that are identical or very similar? Does this skill provide a better or faster way of addressing administration's, teachers' & students' needs than existing solutions? (25%)

(b) Potential Impact: Consider the potential educational value that this new skill idea delivers, and the extent to which the skill is widely useful or scalable (25%);

(c) Execution of Theme: Considering the purpose of the contest, does the skill idea fit the theme outlined (25%); and

(d) User Experience: How user-friendly is the skill concept? (25%)

((a) – (d) collectively, the "Judging Criteria").

5.5 The five (5) Submissions with the highest scores in the Judging Criteria will be deemed finalists and proceed to Judging Phase 2, subject to verification and compliance with these Terms. In the event of a tie, the tie will be broken by a separate additional independent judge, who will be competent in the field of, and score the tied Submissions solely on, "Innovation".

6. JUDGING PHASE 2

6.1 Between 00:01 IST on 1 June 2020 and 23:59 IST on 31 July 2020 all five (5) confirmed finalists will have the opportunity to build and publish an Alexa Skill using the information referenced in their Submission. The Alexa Skills must be published by the finalists no later than 23:59 IST on 31 July 2020 to be considered. The Alexa Skills from each finalist will then be reviewed by a panel of judges selected by the Promoter to judge Phase 2 (the "Phase 2 Judging Panel") using the Judging Criteria above, during a virtual session in mid August 2020 (To be confirmed).

6.2 The Phase 2 Judging Panel shall include at least one independent person, who is demonstrably independent from, among others, the Promoter, the Personnel, the Challenge Entities, the Participating Organisation and the Eligible Individual. Each judge appointed to the Phase 2 Judging Panel shall be competent to judge Phase 2 of the Challenge. The Promoter shall make the full names of each judge on the Phase 2 Judging Panel available on request. All decisions of the Phase 2 Judging Panel shall be final and binding.

6.3 The one (1) Alexa Skill with the highest score will be deemed the Grand Prize winner, subject to verification and compliance with these Terms. The four (4) Alexa Skills with the next highest scores will be deemed the First Prize winners, subject to verification and compliance with these Terms. In the event of a tie, the tie will be broken by a separate additional independent judge, who will be competent in, and score the tied Alexa Skills solely on, "Innovation".

6.4 In the event a potential winner's Submission is disqualified, the Participating Organisation who submitted the next highest rated Submission will be selected as the potential substitute winner for the applicable prize (the "Substitute Winner"), and must comply with the requirements in these Terms.

7. FINALIST AND WINNER NOTIFICATION

7.1 Each potential finalist will be notified by email via the email address provided with the finalist's Submission within two (2) weeks after the end of the Judging Period. Unsuccessful Participating Organisation will not be notified. Each potential finalist will be required to sign and return a statement of eligibility, liability and publicity release or other such form as requested by Promoter.

7.2 Subject to verification and compliance with these Terms, Grand Prize winner and each First Prize winner will be notified in person at a Virtual Session in mid Aug 2020 (to be confirmed). Any Substitute Winner(s) will be notified by email via the email address provided with the Substitute Winner's Submission within two (2) weeks of the winner announcement event.

7.3 Each potential finalist, Grand Prize winner, First Prize winner and Substitute Winner will have forty-eight (48) hours from the date and time of notification to reply in the way required in the notification. Prior to being confirmed a finalist or being awarded a prize (as applicable), the Promoter may, in its sole discretion, require the potential finalists and/or winners to:

(a) sign such additional documents Promoter decides are necessary to confirm eligibility, to obtain a liability/publicity release, and to award any prize; and/or

(b) provide certain documents that prove their eligibility, including (without limitation) their age, residence or identity, which may include (without limitation), a copy of proof of residence, passport and/or similar government issued identification.

7.4 It is the responsibility of the winner to provide any required documentation and any other legal requirements for the Prize and/or documentation required by law and/or the Promoter.

7.5 Failure to respond to Promoter's notification within the timeframe specified in Clause 7.3 above will render the potential finalist and/or winner ineligible to receive the applicable prize. If any documentation is not returned or provided by the specified dates and times or if a potential finalist is rendered ineligible prior to the prize being awarded, Promoter may, in its sole discretion, award the prize to the next Participating Organisation receiving the next highest score.

7.6 If there is any dispute as to the identity of any finalist or winner, the decision of the Promoter shall be final.

8. PRIZE

8.1. There will be five (5) prizes awarded in total. The prizes are:

(a) Grand Prize (1): One (1) winner will receive \$50,000 in AWS Promotional Credits. Approximate Retail Value ("ARV") of Grand Prize: 50,000 USD; and

(b) First Prizes (4): Four (4) winners will each receive \$10,000 in AWS Promotional Credits. ARV of each First Prize: 10,000 USD

((a) and (b) together, the "Prizes").

8.2. No person shall receive more than one (1) Prize.

8.3. The Prizes are subject to availability and the Promoter reserves the right to substitute any Prize for another prize of equal value (including cash) should the specified Prize (or any part thereof) become unavailable for any reason outside of the Promoter's control. Any unused portion of the promotional credits will expire one (1) year after the date of award.

8.4. The Prizes are non-negotiable, subject to eligibility, may not be exchanged for any cash or other alternative, are not transferable, assignable, divisible, permitted to be sold or resold, or offered for sale by any winner and are not for use in conjunction with any other promotion or offer. No Prize can be replaced or refunded in the event of loss, theft or missed opportunity.

8.5. All promotional credits utilised and all other prizes awarded will be inclusive of any taxes Promoter is required by law to withhold as well as applicable sales, use, gross receipts, goods and service, or similar transaction-based taxes (“Transaction Taxes”). To the extent that any paid services are subject to transaction taxes, the value of the paid services and the Transaction Taxes will be deducted from the promotional credits. All other taxes, costs and expenses associated with acceptance and use of any prize not specified in these terms and conditions as being provided are the sole responsibility of the winners. If taxes are applicable to the prize(s), it is the responsibility of the winner to pay to the appropriate authorities. We reserve the right to substitute a prize (or portion thereof) for an item of comparable or greater value, at our sole discretion. Prizes are awarded without warranty of any kind from us, express or implied, without limitation. Payments to Challenge winners are subject to the express requirement that the winner submit to Promoter all documentation requested by Promoter to permit compliance with all applicable federal, state, local, and foreign (including provincial) tax reporting and withholding requirements. Challenge winners are responsible for ensuring that the tax documentation submitted to Promoter complies with all applicable tax laws and requirements. If a winner fails to provide the documentation or submits incomplete documentation, the prize may be forfeited and we may, in our sole discretion, select an alternate winner.

9. PROOF OF AN AWARD

The Promoter is required to either publish or make available information that indicates that the Prizes have been awarded. Consequently, the Promoter will either publish the full name of winners and, if applicable, their winning entries on <https://events.edtechreview.in/alexa-challenge-2020/>

10. INTELLECTUAL PROPERTY

10.1 For the avoidance of doubt, all Submissions and all associated copyright and/or other proprietary rights will remain the property of Participating Organisations except to the extent a Participating Organisation has incorporated elements in their Submission owned by Promoter, but Promoter and its designees will have the rights to use the Submissions as described below.

10.2 By submitting a Submission in this Challenge, each Participating Organisation and its Eligible Individual warrants and represents that they own, or otherwise have the right to use, all of the materials or information provided by it in connection with the Challenge and all of the intellectual and industrial property rights contained therein (collectively, “Submission Materials”). Further, each Participating Organisation hereby grants Promoter and its affiliates a perpetual, irrevocable, worldwide, fully-paid up, royalty-free, and non-exclusive licence to (i) use, review, assess, test and otherwise analyse, make, use, reproduce, display, publicly perform, create derivative works of, and disclose all or a portion of any Submission Materials from each Submission received in connection with the Challenge, and (ii) feature any Submission and all content contained therein in connection with the marketing or promotion of the Challenge.

10.3 Except where prohibited, each Prize winner further consents (and agrees to sign any additional documents required by Promoter to formalise, effect or perfect such consent) to Challenge Entities’ use of Submissions as specified herein and the use of the names, likeness (photograph), biographical information, and voice of any Participating Organisation and its Eligible Individual in advertising/publicity/trade (including local and/or national television stations or print publications that may be covering any element of this Challenge) without compensation, notice or approval, and prize winners disclaim any ownership rights to the content of such advertising/publicity/trade material.

10.4 Each Participating Organisation and Eligible Individual acknowledges that we or our affiliates may currently or in the future be developing information, products, concepts, services, or techniques internally, or receiving information, products, concepts, services, or techniques from other parties, that is similar to Submission Materials (“Our Developed Materials”). Nothing in these terms and conditions will be construed as a representation or agreement that we or our affiliates will not develop or have developed information, products, concepts, systems, services or techniques that are similar to or compete with the products, concepts, systems, services or techniques contemplated by or embodied in any Submission Materials. Each Participating Organisation and Eligible Individual agrees to waive any claims or action he/she has or may have in connection with Our Developed Materials.

11. USE OF SUBMISSION, PERSONAL DATA, WAIVER, RELEASE AND LIMITATION OF LIABILITY

11.1 Challenge Entities and their Personnel will not enter into any correspondence, including email, with non-winning Participating Organisation relating to such participants’ participation in the Challenge.

11.2 Promoter reserves the right, in its sole discretion, to disqualify any individual found tampering with the Submission process or Submission materials or otherwise interfering with the proper administration of the Challenge or violating these Terms.

11.3 Each Participating Organisation accepts these Terms, agrees to be bound by the decisions of the Promoter, warrants that it is eligible to participate in the Challenge, and agrees to release, indemnify, and hold harmless Challenge Entities and the Personnel of each from and against any and all claims, losses, liability, and damages of any kind (including reasonable legal fees and expenses) asserted against any of them, incurred or sustained in connection with or arising out of participant’s participation in this Challenge, use of any Submission or rights therein or any travel or activity related thereto, breach of any agreement or warranty associated with the Challenge, including these Terms.

11.4 Any attempt to deliberately damage any website or undermine the legitimate operation of the Challenge is a violation of criminal and civil laws and, should such an attempt be made, the Challenge Entities and each of their licensees reserve the right to seek any and all remedies available from any such person(s) responsible for any such attempt to the fullest extent permitted by law.

11.5 Each Participating Organisation hereby acknowledges and agrees that the relationship between themselves and the Challenge Entities is not a confidential, fiduciary, or other special relationship, and that the Participating Organisation’s decision to provide the Submission to Promoter for purposes of the Challenge does not place the Challenge Entities in a position that is any different from the position held by members of the general public with regard to elements of the Submission, other than as set forth in these Terms. Each Participating Organisation understands and acknowledges that the Challenge Entities have wide access to Submissions, technology, designs, and other materials, and that new ideas are constantly being submitted to them or being developed by their own employees. Each Participating Organisation also acknowledges that many ideas may be competitive with, similar to, or identical to the Submission in theme, idea, format, or other respects. Each Participating Organisation acknowledges and agrees that such Participating Organisation will not be entitled to any compensation as a result of Challenge Entities’ use of any such similar or identical material that has or may come to Challenge Entities, or any of them, from other sources. Each Participating Organisation acknowledges that other Participating Organisations may have created ideas and concepts contained in their Submission design that may have familiarities or

similarities to their Submission design, and that they will not be entitled to any compensation or right to negotiate with the Challenge Entities because of these familiarities or similarities. Participating Organisations also acknowledge that the Challenge Entities will not restrict work assignments or representatives who have had access to their Submissions. By entering this Challenge, Participating Organisation agrees that use of information in the Challenge Entities' representatives' unaided memories in the development or deployment of Challenge Entities' products or services does not create liability for Challenge Entities under these Terms or copyright or trade secret law.

11.6 Participating Organisations further agree that the Challenge Entities are not responsible for the following:

(a) electronic transmissions, Submissions or notifications that are lost, late, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received by Promoter or its agents for any reason;

(b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures and/or human error that may occur in the transmission, shipping errors or delays, receipt or processing of Submissions or related materials; or for destruction of or unauthorised access to, or alteration of, Submissions or related material;

(c) failed or unavailable hardware, network, software or telephone transmissions, damage to Participating Organisations' or any person's computer and/or its contents related to or resulting from participation in this Challenge;

(d) causes that jeopardise the administration, security, fairness, integrity, or proper conduct of the Challenge;

(e) any Submissions posted in a manner that is not expressly allowed under these Terms (all such Submissions will be disqualified); or

(f) any printing errors in these Terms or in any advertisements or correspondence in connection with this Challenge or judging.

11.7 Promoter reserves the right, in its sole discretion, to cancel or suspend the Challenge should virus, bugs, fraud, hacking, or other causes corrupt the administration, security, or proper play of the Challenge. In such cases, notice to this effect will be posted on <https://events.edtechreview.in/alexachallenge-2020> and Prizes to the extent awarded will be awarded as determined by Promoter prior to cancellation. If, in Promoter's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Challenge or if technical difficulties compromise the integrity of the Challenge, the Promoter reserves the right to void suspect Submissions and/or terminate the Challenge and award prizes in its sole discretion.

12. MISCELLANEOUS

12.1 EdTechReview owns the copyright and all other proprietary rights in the Challenge and all accompanying materials.

12.2 By entering, Participating Organisations agree to be bound by these Terms.

12.3 Participating Organisations agree (for themselves and their heirs) that the Released Parties will have no liability, and will be held harmless by such participants to the maximum extent permitted by law for any liability, loss, injury, or damage to property or to person, including death, and reasonable

legal fees and court costs, due in whole or in part, directly or indirectly, by reason of participation in the Challenge, or by reason of the acceptance, possession, use or misuse of the Prizes, even if caused or contributed to by the negligence of any of the Released Parties. Nothing in these Terms shall exclude the Promoter's liability for fraudulent misrepresentation, death or personal injury as a result of negligence or any other liability that cannot be excluded or restricted by law.

12.4 Participating Organisations agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Challenge, shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will Participating Organisations be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, other than Participating Organisation's actual out-of-pocket expenses (e.g. costs associated with entering), and each Participating Organisation and its Eligible Individual further waives all rights to have damages multiplied or increased.

12.5 Participating Organisations agree that the decisions of Promoter and the judges related to the Challenge are final.

12.7 By participating in the Challenge, Participating Organisations and their Eligible Individuals consent to the use of their names, biographical information, Submissions, images and/or likenesses in any manner and in any medium for any purpose in connection with the Challenge, including worldwide, without additional compensation, except where prohibited by law.

12.8 It is advised that all Participating Organisations retain a copy of these terms and conditions for future reference.