Mediabrands Worldwide, Inc.
Internal Hackathon Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. ELIGIBILITY:

The Mediabrands Worldwide, Inc., Internal Hackathon scheduled for December 17th & 18th, 2018 ("Hackathon") is open to eligible individuals who are invited by Mediabrands Worldwide, Inc. ("Sponsor", "MBWW", "we" or "us") to participate.

1.1. The Hackathon is open to all active full-time staff employees, in good standing, of Mediabrands Worldwide, Inc., as well as invited Consultants, temporary employees, employees who are currently active, and independent contractors and invited employees of:

- BariesDev, LLC
- Cogniance, Inc.
- Design Mind Business Solutions, Inc.
- Flexton, Inc.
- Lo Frumento Consulting, LLC
- Motion Recruitment Partners D/B/A Jobspring Partners and/or Workbridge Associates
- Orzota, Inc.
- Productora de Software, S.A.
- Protean Solutions, Inc.
- Ron Lichty Consulting, Inc.
- Talener Group, LLC
- Xavient Information Systems, Inc.
- Xoriant Corporation

As long as those employees of the entities listed above are currently actively working on MBWW projects.

1.2. The "Hackathon Entities" are Sponsor, BEMYAPP Corp. ("BEMYAPP"), and any other persons or entities participating in the design, production, organization, execution, promotion or marketing of the Hackathon. All Hackathon Entities agree to comply with these official rules of the Hackathon (the "Official Rules").

1.3. The Sponsor shall be the official timekeeper for all matters related to this Hackathon.

1.4. Participants must be at least eighteen (18) years old.

2. TEAMS:

2.1. You may compete on a team of one to seven people. However, Sponsor may increase the maximum team size at any time in its sole discretion. You can form your team before December 17, 2018.

2.2. Registration for the hackathon is through the Hackathon Website located at the URL below:

- https://platform-mediabrandshack.bemyapp.com/#/event ht

2.3. All Teams must register on the Hackathon Website before the end of the day (11:59:59 PM local time) on December 17, 2018.

2.4. All members of your team must meet the eligibility criteria contained in these Official Rules.

2.5. If any member of your team is ineligible under these Official Rules or otherwise fails to comply with the MBWW Internal Hackathon Participant Agreement ("Participant Agreement"), the team as a whole may be disqualified in our discretion.

3. **HOW TO ENTER:**

To be eligible to win the Hackathon, your team must develop a software application or platform ("Prototype") that meets the design requirements of one of the challenges described on the Hackathon Website at: https://platform-mediabrandshack.bemyapp.com/#/event (the "Challenge"). Challenges are subject to change.

4. **SUBMISSION**:

4.1. Your team must complete and submit its Prototype on the Projects page on the Hackathon Website by 11:59 pm Pacific Time on Tuesday 18 December 2018.

4.2. Instructions will be provided on how to submit your Prototype.

4.3. Unless otherwise announced, each team may not submit a Prototype for more than one (1) Challenge.

4.4. Sponsor may take any reasonable actions necessary to ensure a sufficient number of submissions for each Challenge.

5. **DEMONSTRATIONS**:

5.1. The participants may be asked to upload a video of a demo and all other relevant materials (such as a PowerPoint deck or additional relevant documentation) to the Hackathon Website, located at https://platform-mediabrandshack.bemyapp.com/#/event

6. **JUDGING:**

Each Prototype will be evaluated as described below:

6.1. Unless otherwise announced, there will be up to five (5) judges.

6.2. After each team's demonstration, the judges will rate the Prototype using the individual judging criteria below:

- **Innovation:**
  o Has the team created something that no one has seen before?

- **Value:**
  o How much value does this project bring to Mediabrands?

- **Implementation:**
  o How well can the concept be applied at Mediabrands?

- **Technical Execution:**
  o How has the team utilized the available technologies effectively?

- o How easy is the application to use?
- o How advanced is the Prototype presented?

- **Feasibility:**
  - o Is the solution possible to implement or just nice in theory?

7. <u>SCORING AND POINTS:</u>

7.1. Each individual judging criteria is scored by each judge between zero (0) and ten (10) points.

7.2. Scores for all five (5) criteria are added up to get a total score between zero (0) and fifty (50) points for each judge and each Prototype.

7.3. All of the judges' scores are then added together, to get a total possible score (i.e., 0-250 if there are five judges, 0-200 if there are four judges, etc.), for each Prototype.

7.4. Total scores are then divided by the total number of judges to get an 'average' score for each Prototype between zero (0) and fifty (50) points.

7.5. Judges will have the right to adjust their respective scores after review and consultation with other judges.

7.6. Judges' decisions are final and binding, and the judging panels are subject to change in Sponsor's sole discretion.

8. <u>WINNER ANNOUNCEMENT AND VERIFICATION</u>:

We will announce potential Winners before 5:00PM PST on December 21, 2018. If we receive a larger than expected number of Prototypes to review, we may postpone judging and winner announcements until after December 31, 2018.

9. <u>INTELLECTUAL PROPERTY</u>:

9.1. Your team must create a Prototype using only Technology (defined below) that your team owns or has permission to use.

9.2. This could mean that you or a teammate created the Technology, acquired ownership of the Technology from a third party, or may rely on binding written statements by a third party that owns or has the right to license the Technology indicating that you (or members of the public generally) are authorized to use that Technology in the manner you intend to use it.

9.3. Your team will be disqualified if we have any reason to believe that your team has violated the terms of this Section. You should consult with appropriate advisors or legal counsel if you have any doubt as to whether you are meeting the requirements of this Section.

9.4. "Technology" means, without limitation, software code, specifications, technical information, algorithms, data, and any other information or materials protected by any intellectual property right.

9.5. Your team may bring to the Hackathon any pre- developed or licensed Technology that you plan to use in connection with your Prototype, provided that this Technology meets the requirements of this Section.

9.6. You may also develop your Prototype on top of existing Technology associated with MBWW projects. All Technology, documents, presentations, or any other materials or work product developed and submitted as part of the Hackathon is property of MBWW.

10. **<u>DISQUALIFICATIONS</u>:**

Your team's Prototype may be disqualified if we have reason to believe, in our sole discretion, that your Prototype:

10.1. contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive;

10.2. violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Prototype;

10.3. infringes any third party intellectual property right;

10.4. violates any applicable law or;

10.5. violates or does not comply with any section of these Official Rules.

10.6. If Sponsor has reason to believe that you or your team has attempted to compromise the integrity or the legitimate operation of this Hackathon or any of Sponsor's business operations, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way, your team will be disqualified and asked to leave the premises, and you may be subject to additional legal action.

10.7. All disqualification decisions are final and not subject to appeal.

11. **<u>ADDITIONAL TERMS AND CONDITIONS</u>**:

11.1. Participation in this Hackathon is voluntary.

11.2. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules.

11.3. Sponsor assumes no responsibility for any injury or damage to your or any other person's computer or other devices relating to or resulting from entering or downloading materials or software in connection with the Hackathon.

11.4. Sponsor is not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Prototypes that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned.

11.5. Sponsor reserves the right to cancel, modify, or suspend the Hackathon or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules).

11.6. Without limiting the foregoing, we may modify any provision of these Official Rules, at any time, by posting updated rules at https://platform-mediabrandshack.bemyapp.com/#/event - You are responsible for checking this site regularly.

12. **<u>SPONSOR</u>**: Mediabrands Worldwide, Inc., 100 West 33rd Street, New York, NY 10001