

Challenge Agreement: Prize Challenge

Please Read This Carefully! You and Wazoku Inc. ("**Wazoku**"), are agreeing to a "Challenge Agreement", also referred to as a Challenge Specific Agreement or CSA, for this Innocentive Challenge ("Challenge"), as permitted in the [Terms of Use](#). The Seeker for this Challenge has required that you accept these special terms, so please take the time to understand them.

If you click "I agree" and proceed to the Project Room for this Challenge, this Challenge Agreement will be a valid and binding agreement between you and Wazoku and in addition to the existing [Terms of Use](#) that you have already agreed to when you registered as a Solver. Please print and keep a copy of this Challenge Agreement. No provisions you may have agreed to that are specific to any other individual Challenge will apply.

- 1. Proposed Solutions.** As a Solver you may submit to Wazoku your idea (your "Proposed Solution") to the Challenge to which this Challenge Agreement relates. Wazoku will make reasonable efforts to transmit Proposed Solutions to the Seeker, however, nothing herein shall be construed as requiring Wazoku to transmit every Proposed Solution to a Challenge to the Seeker. In addition, by submitting your Proposed Solution you thereby agree to provide reasonable assistance and additional information concerning your Proposed Solution to Wazoku or the Seeker, if requested.
- 2. Acceptance of Proposed Solution and License to Use.** Wazoku will notify you within a commercially reasonable period of time after the due date set forth in the Challenge whether your Proposed Solution has been selected by the Seeker for an Award. The Seeker will judge all Proposed Solutions against the guidelines set out in the Challenge and determine, in its sole discretion, which Proposed Solution best addresses the Challenge guidelines. The Seeker has absolute and sole discretion to determine whether to accept your Proposed Solution, or any Proposed Solution, and whether to make an Award, or multiple Awards. You acknowledge and agree that Wazoku is not responsible for and has no liability for selection of a winning solver. You further agree to hold Wazoku legally harmless in regard to the selection of a winning solver, if any. You agree to hold Wazoku legally harmless for any advice it may provide as to the quality or suitability of submitted solutions and agree to waive any claim against Wazoku for your failure to win an award. The meeting of the requirements of the Challenge does not automatically mean that the Proposed Solution will be eligible for an Award. **PROPOSED SOLUTIONS MUST NOT CONTAIN OR INCLUDE IDEAS, CONCEPTS, SOLUTIONS OR TECHNOLOGY IN RESPECT OF WHICH A THIRD PARTY OWNS OR CONTROLS THE INTELLECTUAL PROPERTY. PROPOSED SOLUTIONS AND DESCRIPTIONS THEREOF MAY NOT INCLUDE TRADEMARKS OR TRADE NAMES OF CORPORATIONS OR ENTITIES WITHOUT THE PERMISSION OF THEIR OWNERS.**
- 3. Representations and Warranties.** By entering, you represent and warrant that:

- All information provided by you regarding yourself and, if applicable, your business ("Solver Information") is true, accurate, current, and complete information and you will maintain and update the Solver Information to keep it true, accurate, current and complete.
- If you are an individual representing a business or other entity, you are authorized to enter into this Agreement on behalf of that business or entity.
- Your entire Proposed Solution is an original work by you and you have not included third-party content (such as writing, text, graphics, artwork, logos, photographs, dialogue from plays, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Proposed Solution, unless (a) otherwise requested by the Seeker and/or disclosed by you in your Proposed Solution, and (b) you have either obtained the rights to use such third-party content or the content of the Proposed Solution is considered in the public domain without any limitations on use;
- Unless otherwise disclosed in the Proposed Solution, you are the owner of the Proposed Solution and no person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- Unless otherwise disclosed in the Proposed Solution, the Proposed Solution and the use thereof by the Seeker, or the exercise by the Seeker or Wazoku of any of the rights granted by you under this Agreement, does not and will not infringe or violate any rights of any third party or entity, including, without limitation patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, intentional or negligent infliction of emotional distress, confidentiality, or any contractual or other rights;
- You have all the rights, licenses, permissions and consents necessary to submit the Proposed Solution and to grant all of the rights that you have granted to Wazoku and the Seeker hereunder, including the right for Seeker to use and develop derivative works of and from the Proposed Solution;
- All persons who were engaged by you to work on the Proposed Solution or who appear in the Proposed Solution in any manner have:
 - a. given you their express written consent to submit the Proposed Solution for unlimited, royalty-free use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity;
 - b. provided written permission to include their name, image or pictures in or with your Proposed Solution (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Seeker to provide permission in writing;
 - c. no claims for payment of any kind, including, without limitation, for royalties or residuals, has no approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution; and

- d. not been and are not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Proposed Solution; and
- you understand, recognize and accept that the Seeker has access to, may create or has created materials and ideas which may be similar or identical to the Proposed Solution in concept, theme, idea, format or other respects. You acknowledge and agree that the Seeker shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from the Seeker's use of such materials. In the event that your entry is identical or similar to the Proposed Solution of another Solver, the Seeker reserves the right, at the sole discretion of the Seeker, to either score one Proposed Solution higher than the other subject to the Challenge guidelines or to randomly choose a Proposed Solution from all of those submitted which respond to the Challenge guidelines.

By entering, you agree that: (i) all Proposed Solutions will not be returned; (ii) Seeker (and its authorized representatives) have the unlimited right to alter and/or edit the Proposed Solution or any part or element thereof; and (iii) Seeker and its licensees, successors and assigns have the right to use any and all Proposed Solutions, and the names, likenesses, voices and images of all persons appearing in the Proposed Solution, for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity.

4. Intellectual Property Rights. Ownership of all intellectual property rights, if any, in the idea, concept, solution, or technology demonstrated by the Proposed Solution will remain with you, except for Assignments for Challenges that set forth the scope for an Awarded Solver to subsequently receive a further Award for Assignment from the Seeker. **By submitting a Proposed Solution to this Challenge, you agree to grant and hereby grant to the Seeker a worldwide, irrevocable, perpetual, sub-licensable to affiliates of Seeker, fully paid-up, royalty-free, and non-exclusive right and license in respect of to practice all such intellectual property rights, if any, for any purpose, including without limitation the non-exclusive right for Seeker to use, reproduce, display and create derivative works of such intellectual property rights, and make, use, sell, offer for sale and import products embodying inventions that form at least part of the Proposed Solution (“License”). However, the Seeker must determine the Award winners within 75 days from the due date for submissions set forth in the Challenge; otherwise, the Seeker loses the rights in the License except for those Awarded. Any patent rights provided hereunder are exhausted with respect to any licensed sale of products or services by Seeker or its affiliates.**

For Challenges stating there is scope for Assignment, all Awarded Solvers are required to maintain their Proposed Solutions confidential until the earlier of 2 years from the due date for submissions set forth in the Challenge or notification that they will not receive a further Award for Assignment (hereinafter, the “Confidentiality Period”).

For those Solvers that received a further Award for Assignment, each Solver agrees to assign and hereby assigns to the Seeker all Solver's right, title, and interest in and to any and all intellectual property for their Proposed Solution ("Assignment"), effective upon receipt by Solver of the Award for Assignment, wherein the decision to effectuate this assignment and issuance of the Award remains in the sole discretion of the Seeker. Upon receipt of the Award for Assignment by Solver, the Confidentiality Period becomes perpetual, Solver additionally agrees to keep this assignment and its Award in confidence, and this assignment shall become effective immediately. Solver represents and warrants that Solver is the sole owner of any intellectual property in their Proposed Solution and Solver has the full right and authority to assign the intellectual property. Solver agrees to execute any additional documents to effectuate and record an assignment document, and perfect the title in any and all intellectual property with the Seeker.

- 5. Payments.** If the Seeker Accepts your Proposed Solution, the payment amount (called an "Award") specified in the Challenge posted on the Service by the Seeker (or, in the case of partial payments of Awards, a "Revised Award Amount", if applicable) shall be paid to you by Wazoku within approximately sixty (60) days after occurrence of each of the following: 1) you are notified by Wazoku of your Proposed Solution's Acceptance, and 2) the completion of certain verification procedures by Wazoku, and review and acceptance of such results by Seeker, and 3) Wazoku's receipt of Award payment from the Seeker. Payment of any Award is conditioned upon your cooperation with Wazoku's verification procedures. The Award will be paid to you locally, in U.S. Dollars, or if required by your local law, in your local currency equivalent based on the foreign exchange rate in effect on the date of the disbursement by Wazoku. Wazoku is not responsible for payment of any Award, or any part of any Award, to any party other than to you through whom the Proposed Solution was submitted to the Service. You understand that the Award represents a complete payment, net of any transfer fees and any local taxes that Wazoku may be required to withhold, for any Accepted Proposed Solution and that you are not entitled to any other compensation of any kind. If local law does not require withholding of taxes, all taxes on Awards shall be your sole responsibility.
- 6. General Conditions.** The Seeker has the right to verify your eligibility and compliance with this Challenge Agreement, and to terminate your registration or participation in a Challenge on the basis of its investigation. Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Wazoku's Privacy Policy which can be located at <https://www.wazoku.com/privacypolicy/>. You should direct any request to access, update, or correct information to Wazoku. Neither Wazoku nor the Seeker is responsible for human error, theft, destruction, or damage to Proposed Solutions, or other factors beyond its reasonable control.

You should not register with multiple e-mail and/or street addresses. In the event of a dispute as to any Proposed Solution, the authorized account holder of the email address used to enter will be deemed to be the person who submitted the Proposed Solution. The

authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

The Seeker reserves the immediate right to disqualify you if, in Wazoku's sole discretion, you: (i) do not in comply with the Terms of Use or this Challenge Agreement, (ii) tamper with the submission process, the Challenge, or the Website; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

7. **Third Party Beneficiary.** You and Wazoku acknowledge and agree that the Seeker shall be a third- party beneficiary of this Agreement, and each shall have the right to assert and enforce the provisions of this Agreement directly on its own behalf.
8. **Conflict.** In the case of any conflict between the terms of this Challenge Agreement and the Terms of Use, this Challenge Agreement controls.

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