

**Y COMBINATOR STARTUP SCHOOL - BUILD SPRINT
OFFICIAL RULES**

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

BY ACCEPTING THE TERMS AND CONDITIONS IN THESE OFFICIAL RULES ON BEHALF OF A STARTUP (AS DEFINED BELOW), YOU REPRESENT AND WARRANT THAT: (A) YOU HAVE FULL LEGAL AUTHORITY TO BIND THE RESPECTIVE STARTUP TO THESE OFFICIAL RULES; (B) YOU HAVE READ AND UNDERSTAND THESE OFFICIAL RULES; AND (C) YOU AGREE, ON BEHALF OF THE RESPECTIVE STARTUP, TO THESE OFFICIAL RULES.

Y Combinator Startup School's first-ever Build Sprint contest (the "Sprint" or "Promotion") begins at 12:00 a.m. PT on August 24, 2020 (the "Sprint Kickoff"), registration for the Sprint ends at 11:59 p.m. PT on August 30, 2020 (the "Registration Deadline"), and the Sprint ends at 8:00 p.m. PT on September 23, 2020 (the "Submission Deadline") (collectively, such period referred to herein as the "Promotion Period"). The Promotion is sponsored by Y Combinator Management, LLC (the "Sponsor").

This Promotion is open to all early-stage startup companies (each, a "Startup") who meet the eligibility criteria in Section 3 below. The Promotion is not open to individuals, such as employees or representatives registering for the Promotion on behalf of a Startup (an "Applicant").

1. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. An Applicant may enter a Startup (a "Participant") in the Promotion by completing all of the steps set forth below (the "Submission"). One entry per Participant. In the event that more than one Applicant submits an application on behalf of a Startup, then the application that is first received by the Sponsor shall constitute the sole entry on behalf of the applicable Startup. Submission steps:

- If you do not already have a Startup School account with the Sponsor, create a free Startup School account by following the instructions at <https://www.startupschool.org> (the “Website”);
- Register for the Sprint by the Registration Deadline by following the instructions on your Startup School dashboard on the Website and completing all the prompts that follow;
- Set a goal (the “Sprint Goal”) to accomplish by 11:59 p.m. PT on September 20, 2020 (the “Sprint Finish”) by following the instructions on the Website after registering for the Sprint;
- Submit a weekly update on your Sprint Goal for each of the four weeks during the period beginning with the Sprint Kickoff and ending on the Sprint Finish (the “Sprint Term”). Weekly updates must be submitted by 11:59 p.m. PT on each of August 30, 2020, September 5, 2020, September 12, 2020 and September 19, 2020. Weekly updates will be submitted by following the instructions on your Startup School dashboard on the Website;
- Attend and participate in a weekly virtual group session for at least three of the four weeks during the Sprint Term by following the instructions on your Startup School dashboard on the Website;
- Before the Submission Deadline, report the final progress that was made towards the Sprint Goal by the Sprint Finish by following the instructions on your Startup School dashboard on the Website; and
- Before the Submission Deadline, fully complete and submit an application to Y Combinator’s Winter 2021 core program (the “YC Core Program”) on behalf of the Participant by following the instructions at www.ycombinator.com/apply.

Participation in the Promotion is voluntary and does not require you to purchase anything from Sponsor. No illegible, incomplete, forged or altered entries will be accepted. All entries become the property of Sponsor and will not be returned. All entries are subject to Sponsor’s privacy policy located at www.ycombinator.com/legal/#privacy.

2. PRIZE: Twenty winners (the “Winners” and each a “Winner”) will each receive a \$10,000 cash prize. Total approximate retail value of all prizes is \$200,000 (actual value may vary). Allow 3-4 weeks after validation of eligibility for receipt of prize. Odds of winning are affected by the number of eligible entries received by the Promotion End Date. The Winners will be solely responsible for all other expenses not specifically set forth herein. The Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Sponsor is responsible only for prize delivery. In order to receive a prize, the Winners may be required to provide proof of identification, including name, age, address and date of birth. In addition, the Winners may be required to provide additional information as reasonably requested by Sponsor in order to deliver the prizes. Any and all taxes

on any prize, including income and/or sales taxes, are the sole responsibility of the Winners. The Winner of any prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the value of the prize. All entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional.

3. ELIGIBILITY:

Participant Eligibility. The Promotion is only open to a Participant that: (a) (i) is an early-stage startup company, (ii) has not been accepted to the YC Core Program based on the application submitted in connection with the Sprint, (iii) is incorporated or formed in a jurisdiction other than any jurisdiction comprehensively sanctioned by the United States Office of Foreign Asset Control (“OFAC”) at the time the Submission is submitted (the list of sanctions programs administered by OFAC is available at <https://www.treasury.gov/resource-center/sanctions/programs/pages/programs.aspx>) and (iv) is not otherwise subject to OFAC sanctions; (b) is not a previous winner of a Startup School cash prize; and (c) is in current and ongoing good standing under all applicable federal, state and local laws, rules and regulations, starting on the Sprint Kickoff and continuing through verification of the Winners. The following organizations are not permitted to participate in this Promotion and will not be deemed an “eligible Participant”: (i) organizations that practice discrimination by race, creed, color, gender, sexual orientation, age or national origin; (ii) organizations that serve only their own memberships (such as those types of fraternal organizations, pageants, labor organizations or religious groups that do not provide services to persons who are not members (or relatives) of the particular group); and (iii) organizations affiliated with political parties, political candidates and/or political lobbyists. The Sponsor reserves the right, in its sole discretion, to exclude any organization that it determines is inappropriate for any reason, or with or without cause, at any time. By participating in the Promotion, each Participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that she/he/it is eligible to participate in the Promotion. Employees, independent contractors, officers, and directors of Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Promotion. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

Applicant Eligibility. The Applicant must be and hereby represents and warrants that: (a) the Applicant is a duly authorized representative of the Participant; (b) the Participant is eligible to participate in the Promotion; (c) the Applicant has legal authority to bind the Participant to these

Official Rules; (d) the Applicant hereby agrees to these Official Rules on behalf of himself or herself and their respective Participant (and will, if requested by the Sponsor, confirm the same in writing) and agree to be bound by the decisions of the Sponsor; (e) the Applicant is at least 18 or the age of majority (or older) in their jurisdiction of residence, whichever is greater, at the time of completing the Submission; and (f) the Applicant is a legal resident of a jurisdiction other than any jurisdiction sanctioned by OFAC at the time the Submission is submitted (the list of sanctions programs administered by OFAC is available at <https://www.treasury.gov/resource-center/sanctions/programs/pages/programs.aspx>) and the Applicant is not on OFAC's Specially Designated Nationals and Blocked Persons List available at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> . If the Applicant does not agree and/or does not have the legal authority to agree to these Official Rules, neither the Applicant nor the respective Startup may enter the Promotion. By participating in the Promotion, each Applicant accepts the conditions stated in these Official Rules and agrees to be bound by the decisions of Sponsor. Employees, independent contractors, officers, and directors of Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Promotion. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

Submission Eligibility. Submissions that are submitted in connection with the Promotion will only be eligible if such Submission (a) meets the eligibility criteria set forth in Section 1 above, (b) is in English, (c) does not disparage Sponsor or any other person or party affiliated with the Sponsor or the Promotion, (d) registration is completed by the Registration Deadline and each phase of the Sprint is submitted by the respective deadlines set forth in Section 1 above during the Promotion Period, and (d) do not contain content that is unlawful, hateful or obscene. Sponsor reserves the right, in its sole discretion, to disqualify Submissions which Sponsor determines at any time in its sole judgment to fail to meet any of these criteria.

4. SELECTION OF WINNERS: Following the end of the Promotion Period, a panel of qualified judges determined by Sponsor in its sole discretion will select as the Winners the Participants with the twenty highest-scoring Submissions from among all eligible Submissions received by the Submission Deadline based on the following criteria:

- Participant's revenue or prospects for revenue in the near term (25%);
- Participant's business growth as measured by an increase in users, increase in revenues, progress in bookings or improvement in the Participant's objectives ("Business Growth") (25%);
- Scalability of Participant's business (25%); and

- Feasibility of implementing Participant's proposed business objectives (25%).

In the event of a tie between two or more entrants, the Participant whose Submission received the highest score for Business Growth as determined by the qualified judges, in their sole discretion, will be deemed the Winner as among the tied entrants.

Each of the Winners will be notified by e-mail using the information provided when the Applicant entered the Promotion on behalf of Participant by December 31, 2020. Such notification shall include instructions for proper acceptance of the prize by the Winners. In the event a Winner does not accept a prize, a Winner is ineligible, or the prize or prize notification is not deliverable, an alternate Winner may be selected. Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a Winner. Each Winner agrees to Sponsor's use of their Startup's name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the Winners may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

5. CONDITIONS: Sponsor and its respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Promotion; or (vi) any printing or typographical errors in any materials associated with the Promotion. Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Promotion should any unauthorized human intervention, force majeure event or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. As used herein, an event of force majeure shall be deemed to include, without limitation, an act of God; pandemic; war, riot or civil commotion; terrorism; fire; casualties; utility failure, boycott; labor dispute, strike or stoppage (including a strike by the members of any union); an act of any federal, state or local authorities; or any other similar or dissimilar act beyond Sponsor's reasonable control. In the event that proper administration of the Promotion is prevented by such

causes as contemplated above, Sponsor shall be relieved of its executory obligations with regard to awarding the prizes or any portion thereof (except to the extent such obligations may not be relieved pursuant to applicable laws). By participating in the Promotion, Applicants, Participants and Winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Promotion, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Promotion, participation in the Promotion, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or Participant's right of publicity. This Promotion shall be governed by California law.

6. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate. This Section 6 is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules (including any alleged breach thereof), any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Official Rules, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief. *YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING*

RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

c. Pre-Arbitration Dispute Resolution. Sponsor is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at startupschool@ycombinator.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsor should be sent to startupschool@ycombinator.com ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

d. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA

Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sponsor will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sponsor will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Sponsor will pay reasonable attorneys’ fees should you prevail. Sponsor will not seek attorneys’ fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability. Without limiting the severability provision in Section 6 of the these Official Rules, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 6(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 6(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

h. Future Changes to Arbitration Agreement. Notwithstanding any provision in these Official Rules to the contrary, Sponsor agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Sponsor written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement.

7. **WINNERS LIST**: The Startup name, city, state and/or country of the Winners and a copy of these Official Rules will be available online at <https://blog.ycombinator.com> by December 31, 2020 and for a minimum of 90 days thereafter, provided that a Winner may opt-out of inclusion on the public Winners list by notifying startupschool@ycombinator.com. To the extent any Winners have opted out of inclusion on the public Winners list, then you may obtain a copy of all Winners by sending an email to Sponsor at startupschool@ycombinator.com, identifying the Promotion and requesting the Winners list. Requests must be received by March 31, 2021.

8. **SPONSOR**: This Contest is sponsored by Y Combinator Management, LLC.

9. **NOTICE**: Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

10. Copyright © 2020 Y Combinator Management, LLC. All rights reserved. Y Combinator and the associated logos are trademarks of Y Combinator. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.