## Pitch-Off Application TERMS AND CONDITIONS

Please read these terms and conditions before entering The Space Domain Awareness Challenge Pitch-off (the "pitch-off"). You agree that, by submitting an entry, you will be bound by these terms and conditions and you acknowledge that you satisfy all eligibility requirements.

## **Eligibility:**

Employees of TechCrunch, its parent company, Yahoo Inc., and the Aerospace Corporation (, ("Sponsors"), and/or the immediate family and household members of each such employee, are not eligible. All federal, state and local laws and regulations apply. Void where prohibited by law.

The pitch-off is open only to participants who are 18 years of age or older and represent early-stage companies who are in Idea Stage up to and including Series A Stage companies (as defined by Sponsors' sole opinion) who are also either: Wholly-owned US company with a US-based workforce OR a company based in a NATO member country (including Australia, Japan, New Zealand, Norway) and authorized to participate in NATO related business opportunities.

Participation in and applying for the pitch-off constitutes Participant's full and unconditional agreement to and acceptance of these Terms and Conditions and the decisions of the Sponsors, which are final and binding. Prizes are contingent upon fulfilling all requirements set forth herein.

**Application Entry Period:** The pitch-off application entry begins at 12:00 am PT on July 27, 2023 and ends at 11:59pm PT on August 18, 2023 (the "Entry Period").

## **Application Entry:**

During the application entry period go to:

https://techcrunch.com/events/tc-disrupt-2023/space-domain-pitch-off-challenge/ and follow the instructions to submit your application. Submission will result in one (1) entry. Limit one (1) entry per company. Not all entries will be selected to participate.

**Finalist Selection:** The Sponsors will review all applicants. Upon completion of a review, the Sponsors will select up to five (5) finalists to participate in the pitch-off at their sole discretion. Finalists will be notified at the email address provided at time of Pitch-Off Application entry prior to the Event. The Sponsors are not responsible for incorrect email addresses submitted.

The five (5) finalists will pitch their company's ideas and or products on the Space Stage at Disrupt 2023 on September 19, 2023 in front of a panel of judges. Those judges will select one winner based on their sole discretion.

## Prize:

Five (5) finalists companies will receive a:

- Presentation slot for a 5-minute pitch session on The Space Stage at TechCrunch Disrupt on September 19, 2023 in San Francisco
- (4x) free tickets to attend Disrupt 2023

• (1x) standing demo table or kiosk in the Expo Hall for all (3) days

Of the five (5) finalists, one (1) company will be selected to receive:

• Technical concept assessment and feedback by Aerospace technical/program experts to the startup, discussion of potential customer base, and a road show for the next stage of incubation.

All finalists are responsible for any taxes and fees associated with receipt or use of a Prize.

Specifics of all elements of the Prize are in Sponsors sole discretion and subject to change without notice.

Any other costs and expenses associated with Prize acceptance and use not listed herein as part of the Prize, including, without limitation, lodging, flights, ground transportation, meals, beverages, luggage fees, and gratuities, are the sole responsibility of the finalists.

No responsibility is assumed by Sponsors for canceled, delayed, suspended or rescheduled flights (including, but not limited to, flights affected by weather, nature, or acts of god) and no refund or compensation will be made in such instances. Travel restrictions, conditions and limitations may apply.

Travel and accommodations are subject to availability. Finalists responsible for obtaining all required travel documents prior to travel. The finalists are responsible for obtaining travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that Sponsors have not and will not obtain or provide travel insurance or any other form of insurance.

Sponsors shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by air carriers, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsors are not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsors.

Prize(s) are not transferable and no cash or other substitution may be made.

Sponsors make no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Pitch-Off Application. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND Sponsors HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

In the event that the operation, security, or administration of the Pitch-Off Application is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsors may, in its sole discretion, suspend the Pitch-Off Application to address the impairment and then resume the Pitch-Off Application in a manner that best conforms to the spirit of these Terms and Conditions. The Sponsors reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Pitch-Off Application or to be acting in violation of these Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person to

undermine the legitimate operation of the Pitch-Off Application may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

By participating in the Pitch-Off Application, Participants agree to release and hold Sponsors harmless from and against any claim or cause of action arising out of participation in the Pitch-Off Application or receipt or use of any prize, including. Participant further agrees that in any cause of action, Sponsor's liability will be limited to the cost of entering and participating in the Pitch-Off Application, and in no event shall Sponsor be liable for attorney's fees. Participants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

By entering the Pitch-Off Application, you agree to use of your personal information as described in the Yahoo Privacy Policy, located at <a href="https://legal.yahoo.com/us/en/yahoo/privacy/index.html">https://legal.yahoo.com/us/en/yahoo/privacy/index.html</a>.

In addition, by participating in the Pitch-Off Application, Participants agree to the following:

Privacy/Terms of Service: In order to register for this TechCrunch-sponsored event, you agree to provide certain personal information (such as your name email address, phone number and company affiliation) to Yahoo Inc. for the benefit of its brand TechCrunch and our third party event platform provider and other service providers to facilitate registration and event logistics and communications. Our collection and use of your personal information is governed by Yahoo's Privacy Policy (<a href="https://legal.yahoo.com/us/en/yahoo/privacy/index.html">https://legal.yahoo.com/us/en/yahoo/privacy/index.html</a>) and Terms of Service (<a href="https://legal.yahoo.com/us/en/yahoo/privacy/index.html">https://legal.yahoo.com/us/en/yahoo/privacy/index.html</a>). For EU residents, please visit Yahoo EMEA's Privacy Policy (<a href="https://legal.yahoo.com/us/en/yahoo.com/ie/en/yahoo/privacy/index.html">https://legal.yahoo.com/us/en/yahoo.com/ie/en/yahoo/privacy/index.html</a>) to learn more about the State Privacy Rights link located on Yahoo's Privacy Policy page (<a href="https://legal.yahoo.com/us/en/yahoo/privacy/index.html">https://legal.yahoo.com/us/en/yahoo/privacy/index.html</a>) to learn more about the categories of personal information Yahoo collects and the purposes for collection in your respective state. For those in Canada, please view the Yahoo Privacy Policy (<a href="https://legal.yahoo.com/ca/en/yahoo/privacy/index.html">https://legal.yahoo.com/ca/en/yahoo/privacy/index.html</a>)

Communications about Other Products or Services: Yahoo may use the personal information you provide to contact you with information about other products and services that may be of interest you. Our use of your information is governed by the <a href="Yahoo Privacy Policy">Yahoo Privacy Policy</a> and the <a href="Yahoo Terms of Service">Yahoo Terms of Service</a> for the US. For those in Canada, please view the <a href="Yahoo Privacy Policy">Yahoo Privacy Policy</a> and the <a href="Yahoo Terms of Service">Yahoo Terms of Service</a>. We also may share your personal information with an event's sponsors so that they may contact you about their products and services. Sponsors' collection and use of your data are governed by each sponsor's privacy and other policies.

and the Yahoo Terms of Service (<a href="https://legal.yahoo.com/ca/en/yahoo/terms/otos/index.html">https://legal.yahoo.com/ca/en/yahoo/terms/otos/index.html</a>).

**Session Counting:** Yahoo, or its vendors or service providers, may deploy wireless tracking technologies to, for example, count the number of attendees at a specific session or other event activity. Limited

personal information may be collected for this purpose but your information will not be used for any other purposes and retained only so long as necessary to enable this functionality.

**Code of Conduct**. You also agree to comply with the <u>TechCrunch Code of Conduct</u> and any rules established by Yahoo or the venue, including without limitation health and safety protocols, such as COVID-19 prevention measures and contact tracing. Violations of these policies could result in ejection from the event and revoking of credentials without reimbursement. The event(s) is (are) voluntary and participants assume all risks associated with their attendance.

**Ticket & Badge Policy:** By registering for event(s), you agree that each pass is applicable to the single person registered for that pass and that a \$75 badge reprinting fee will be assessed for any lost/stolen badges (if applicable). The first and last name on badge/ticket must match the name on badge holder/ticket holder's government-issued photo ID. All attendees are required to have their government-issued photo ID on them at all times during the event(s) (not just during registration). If at any time, the name on the badge does not match the name on the ID, access to the event may be revoked with no refund. Badges are the property of Yahoo and can be confiscated at any time.

**Minors**: Attendees who are minors (persons younger than 18 years old) must be accompanied at all times by an adult who is 18 years or older and who can take legal responsibility for the minor. The ticket and badge policy applies to minors. Please note that some events/parties are only accessible to attendees who are 21 and over. Some event content may contain mature themes (such as sex, violence, and drug use) that may not be suitable for minors. Adult chaperones are responsible for managing and reviewing content/themes to see if it is suitable for their accompanied minors before, during, and/or after the event(s), and must be authorized by the minor's parent or guardian to agree to the waiver of liability linked to below.

**Event(s) Content:** Yahoo is not responsible for the content or accuracy of speakers' statements, presentations, or sessions, including any expert or professional content provided during the event(s). Such content does not purport to reflect the opinions or view of Yahoo, or imply an endorsement or recommendation by Yahoo. Yahoo is not responsible for any liability associated with such content.

**Recording Policy**: You acknowledge that the event(s) will be live streamed and/or recorded (including without limitation, photographed, audiotaped, videotaped, filmed, or recorded in written form) and may be made available for later viewing (in Yahoo's sole discretion). You acknowledge that all event activities and attendees may be included in such recordings and by participating in the event(s), You irrevocably consent to being recorded in the manner set forth above and simultaneously live streamed/broadcast, and release Yahoo and users of such recordings from liability or loss or damage to persons or property or for infringement of any rights. Further, you expressly authorize and permit use of your name, likeness and voice and all reproductions thereof throughout the world in perpetuity without limitation and without any compensation. You acknowledge that Yahoo is the exclusive owner of the live stream and

recordings and any proceeds related thereto. The live stream and recordings are for Yahoo's use only. You agree not to make your own recordings of the event.

**Cancellation/Refund Policy:** The cancellation policy for the event(s) is (are) listed on the specific event website and/or directly on your ticket. Please refer there for the cancellation/refund policy for the specific event you are attending. If you are unable to attend the event, you may transfer your ticket to someone else by following the instructions on the ticket that was provided to you.

**Liability**: By registering for the event(s), you agree to the following liability waiver: <a href="https://docs.google.com/document/d/10kHEA4DOefimnpCuFxt2TY5VJMdaejbaTzwlaF4bS-8/edit?usp=sharing">https://docs.google.com/document/d/10kHEA4DOefimnpCuFxt2TY5VJMdaejbaTzwlaF4bS-8/edit?usp=sharing</a>.

**Disclaimer**: Yahoo does not make and specifically disclaims any representations and warranties, express or implied, regarding any content, product, service, career or job opportunity, or property in connection with the event(s), including any implied warranty of merchantability, fitness for a particular purpose, or noninfringement and any implied warranties arising from course of dealing or course of performance.