

4YFN Los Angeles Awards 2019

RULES AND REGULATIONS

Version 1.2 (updated Aug 30, 2019)

| | |
|--|---|
| INTRODUCTION | 2 |
| THE 4YFN Los Angeles Awards | 2 |
| Format..... | 2 |
| HOW TO JOIN THE 4YFN AWARDS 2019 (application process) | 3 |
| SELECTION OF PROJECTS | 3 |
| Other eligibility criteria..... | 3 |
| CALENDAR | 4 |
| Application period | 4 |
| Selection process..... | 4 |
| Finalist announcement | 4 |
| Awards finale | 4 |
| PRIZES | 5 |
| PARTICIPATION DETAILS..... | 6 |
| Location | 7 |
| CONFIDENTIALITY | 7 |
| DECLARATION AGREEMENT | 7 |
| INTELLECTUAL PROPERTY | 7 |
| DATA PROTECTION..... | 8 |

INTRODUCTION

GSMA 4YFN Event Management, SL (hereinafter "Organizer"), organizes the "4YFN Los Angeles Awards" (the "Awards") in the framework of 4YFN (Four Years From Now) Los Angeles.

4YFN is an event focused on promoting innovation and entrepreneurship in the mobile ecosystem. A wide program of conferences, workshops, pitches and expert meetings are offered, designed to cater to all the needs of the mobile entrepreneurial environment. The Event will gather the best mobile industry leaders, successful entrepreneurs and digital experts along with renowned accelerators, incubators and investors.

THE 4YFN LOS ANGELES AWARDS

The Awards are a global startup competition aimed to find the best digital startups around the globe and will take place on the framework of 4YFN at MWC Los Angeles 2019.

Format

Five startups will be selected by a remote jury from among all of the Entrants (the "Finalists"). The Finalists will pitch on stage and take questions from the on-stage jury during the semifinals of the Awards.

The **4YFN Los Angeles Awards** finale will take place on Wednesday 23rd October and the **winner's announcement** will be made at the end of the session. From among the Finalists, **only one startup will be the overall winner**.

HOW TO JOIN THE 4YFN LOS ANGELES AWARDS (application process)

To enter the Awards, eligible entrants must provide accurate information and upload their projects using the form available at the 4YFN Los Angeles Awards website, in compliance with these 4YFN Los Angeles Awards Rules and Regulations (the "Rules") and according to the instructions set forth in the Website. 4YFN LA 2019 exhibitors may also apply via the online event manual forms. All information must be submitted in English. Any individual or organization which submits information or a project in connection with the Awards is an applicant ("Applicant"). An entrant is an Applicant whose submission is deemed in compliance with all Organizer terms and instructions, and is therefore accepted for competition by the Organizer ("Entrant"). All terms contained in these Rules which reference the Applicant continue to apply should the Applicant meet the criteria to become an Entrant. All materials submitted by Applicant to Organizer in relation to the Awards constitute the project ("Project").

Participation in the Awards constitutes Applicant's full and unconditional agreement to these Rules and decisions of the Organizer, which are final and binding in all matters related to the Awards. Winning a prize is contingent upon Applicant fulfilling all requirements set forth in these Rules.

SELECTION OF PROJECTS

Once the Registration Period (defined below) has ended, the Organizer will notify the remote jury members and verify that each entry was received in compliance with the Rules. The remote jury members include investors and corporate innovation experts. The remote jury members, with the support of the Organizer, will review all validly submitted entries and make a final determination of the five candidates to be invited to the Event as Finalists.

The remote jury members will use the following criteria in selecting the Finalists.

Primary judging criteria

- Ventures from any sector, related with digital technologies.
- Innovation: extent, uniqueness, proprietary rights and centrality of the project.
- Scalability and potential for growth
- Impact on the global market (economic and social)
- Fit: with the team, the initial markets, the resources available
- Potential for financial return

Other eligibility criteria

Jury members will take the above criteria into account, as well as additional factors, including:

- Startups already incorporated and duly registered with no more than five years of existence (early-stage ventures)
- Ambitious and capable management teams
- Serious technology with sustainable competitive advantages preferred, but not required
- A high innovation component, understanding innovation in the broad sense (product, process, business model, etc.)
- Representatives must have high-level English language skills, as the competition process will take place in English.

CALENDAR

Registration period

The 4YFN Awards registration is open from June 28th 2019 at 10:00 and closes on September 4th, 2019 12:00 pm PDT (9:00 pm CEST) (the "Registration Period"). Entries sent outside the Registration Period will not be accepted or considered. The Organizer reserves the right to extend the application process or Registration Period. Any change will be posted on the 4YFN website and communicated to Entrants.

Selection process

Following the closure of the Registration Period, the remote jury members will analyze each Project and choose not more than five Finalists.

Finalist confirmation

The Organizer will contact the selected finalists via message through the e-mail address provided on the entry form informing the Entrant of its selection. The prospective finalist must expressly agree to become a Finalist of the Awards. The prospective finalist must name an English speaking representative to pitch on stage during the Awards finale. No remote pitches are allowed.

If the prospective finalist does not agree to become a finalist within two (2) days of the finalist notification email, the Organizer will disqualify said Entrant. Organizer reserves the right to select another finalist at that time.

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A prospective finalist may be required to execute and return an Affidavit of Eligibility, Release of Liability and, unless prohibited by law, Publicity Release. If a prospective finalist cannot be contacted within the specified time, fails to respond within the specified time of two (2) days, fails to sign and return the required documentation (if applicable), or has not properly completed the items required for entry, the prospective finalist forfeits all rights in and to the prize and the Organizer shall be entitled to select an alternative finalist. Acceptance as a finalist and receiving a prize are contingent upon compliance with these Rules.

Finalist announcement

The Finalists will be announced publically on September 18th 2019 on the 4YFN Los Angeles website and the 4YFN social media accounts. The Finalists are forbidden from disclosing their status as Finalists prior to the official public announcement made by 4YFN.

4YFN Los Angeles Awards Finale

On Wednesday October 23rd 2019 finalists will pitch their entries at 4YFN Los Angeles on the main stage in the finale in front of a live audience that will include investors, business executives, entrepreneurs, government officials, and the general public.

Each Finalist will pitch on 4YFN Los Angeles stage and provide any supporting presentation material in advance, following the guidelines of the 4YFN team.

After the pitches, the winner ("Winner") will be decided by the on-stage jury members, and will be announced at the stage at the end of the session.

The date and time of the 4YFN Los Angeles Awards shows are subject to change, and will be communicated to Finalists by the Organizer.

PRIZES

The 4YFN Los Angeles Awards designate prizes for the Winner and Finalists. Prizes are subject to change at the discretion of the Organizer. Any changes to prizes will be updated on the website.

Each Finalist will receive the following:

- Pitch opportunity on the 4YFN Stage in front of an audience of investors, media and corporates
- Media visibility through dedicated 4YFN newsletter
- 10 free Silver passes to 4YFN at MWC Los Angeles 2019
- Be mentioned in the September investors newsletter sent to over 1000 investors, members of the 4YFN Investors Club
- Invitations to 4YFN Meetups with investors, networking drinks with the tech community and more
- An opportunity to meet international press for promotion of the finalists projects
- One dedicated article to all Finalists published on 4YFN website and included in the general newsletter and across social channel
- Mentions on Social Media and 4YFN Newsletter
- Invitations to 4YFN Meetups with investors, networking drinks with the tech community and more
- Twilio SendGrid Accelerate Startup Program- Mentoring, Exclusive Content and 1 year of email worth up to \$4k*.

The Winner will receive the following:

- Free exhibition space at 4YFN Barcelona 2020**
- 5 Free visitor passes to 4YFN at Mobile World Congress Barcelona 2020***

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- Meet international press for promotion of the winning project
- A dedicated article as a winner published on 4YFN website and included in newsletter and across social channels
- Mentions on Social Media and 4YFN Newsletter
- Be featured as "Startup of the month" in the October Investors Newsletter sent to over 1000 investors, members of the 4YFN Investors Club
- Twilio SendGrid Accelerate Startup Program- Mentoring, Exclusive Content & 1 year of email worth up to \$10k*
- A perk package offered by Sparkxyz, including credits from firms such as Google, Zendesk, Airtable, Pipedrive, Brex & many more

* Exhibition at 4YFN is subject to the acceptance of and compliance with the 4YFN exhibition terms and conditions, and all directions and requirements of the event organizer as may be provided from time to time.

**Entry to any event, including 4YFN or GSMA events, is contingent on acceptance of and compliance with the relevant event's applicable attendee terms and conditions, and all directions and requirements of the event organizer as may be provided from time to time.

*** This prize may be subject to additional terms and conditions specified by Twilio SendGrid. The Winner will only be eligible to the \$10k value prize package offered by Twilio Sendgrid.

All federal, state, and local taxes associated with receipt of any prize or benefit and all other costs and expenses associated with the acceptance and use of a prize or benefit shall be the sole responsibility of the Winner or Finalist. All prizes are awarded "as is" with no warranty or guarantee, either expressed or implied. Prizes are not transferable to any other person or organization in whole or in part, redeemable for cash or substitutable except by the Organizer, which reserves the right to substitute prizes of comparable or greater value, at its sole discretion. All prize details (including without limitation, method and location of delivery of the prize, brands and other variables) are at Organizer's sole discretion.

The Organizer reserves the right to award no prize if the submitted Projects do not meet the minimum criteria for quality.

The Organizer may, but is not obliged to, include additional prizes that will be updated at the Website, if any. Organizer's obligations regarding award of the prize shall conclude when the prize is awarded to the Winner and Finalists, as applicable.

The prizes are subject to these Rules, and will not be replaced by cash. The prizes are subject to modification only at the discretion of the Organizer. If a Finalist or Winner rejects a prize, no alternative gift will be offered. Each prize is personal and not transferable. The sale or marketing of prizes is prohibited. Prizes may be subject to additional terms and conditions of the company to which the prize relates. The Organizer is not liable or responsible for any restrictions or limitations that may prohibit a Finalist or Winner from being eligible for, or able to accept or use, any prize. Further, in the event a Finalist or winner is not eligible for, or able to accept or use a prize, no alternative prizes will be provided.

Without limiting in any way the consumer rights recognized by any applicable regulations, the Organizer is not liable for the negligent or illegal use of any prize by a Winner or Finalists.

PARTICIPATION DETAILS

Submitted Projects must be the original work of the Applicant and must be entered by either an individual of legal age or a team, with no size restriction, provided each member is of legal age. The identity of each individual must be capable of verification through official documents (ID, passport, driving license, business documents, etc.) which will be provided to the Organizer immediately on request.

Without limiting in any way the consumer rights recognized by any applicable regulations, the Organizer is not responsible for the loss or delay of an attempted Project submission due to any interruption, temporary lack of availability or continuity in operation, transmission problem, loss of information, fraud, network error, software malfunction, access, or communication or response error. The Organizer is not responsible for the loss, delay, or change of Event due to technical problems or problems of any other nature not attributable to us, beyond our control or attributable to network operators, providers of intermediary services, postal or message services, or third parties. The Organizer shall be exempt from any obligation or compensation to the participants if for reasons of force majeure or legal imperative the Event must be cancelled or suspended.

Each Applicant, including members of teams, may enter a maximum of one time. Applicants must have access to the Internet as the 4YFN Los Angeles Awards can only be accessed online. Applicants must provide a valid e-mail address.

No purchase necessary to enter. A purchase will not increase your chances of selection. Void where prohibited.

Neither any Applicant nor any family members, ascendants, descendants, spouses or domestic partners, may enter as a contestant if an individual has taken part in organizing the 4YFN Los Angeles Awards or is an employee of the Organizer.

By entering the 4YFN Los Angeles Awards, Applicants represent and warrant that the Applicant holds all right, title and interest in the Project, that the information contained is accurate and complete, and that by submitting the Project to the Organizer Applicant is not and will not be violating any contract or third party rights including any patents, copyrights, trade secrets, proprietary or confidential information, trademarks, or rights to privacy including personal data. The Organizer shall not be liable for any violation of any rule or third party rights by Applicants, and Applicants assume the obligation to hold the Organizer free of liability in such an event. Should the Organizer discover or suspect that there has been plagiarism, third party rights have been violated or projects entered have not been created by their purported author or authors, the Organizer reserves the right to eliminate the Project, and Applicant or Entrant, from the 4YFN Los Angeles Awards. Similarly, the jury reserves the right to disqualify any Project that, in its sole judgment, violates the letter or the spirit of the Rules, guidelines, processes and rules of the Awards. The jury members' decisions are final and binding.

The Organizer is exempt from all liability, penalty, claim, demand or civil, commercial, criminal, administrative proceedings, including compensation of any kind and/or nature, expenses, costs (expressly including attorneys' fees and solicitors).

The decision of the jury members on the Finalists and Winner is final and the Organizer will not enter into any correspondence about the results. The Organizer accepts no responsibility for submissions which are lost, misdirected, illegible, late, mutilated, altered, or lost for any reason.

Location

The 4YFN Los Angeles Awards final pitches will be held in Los Angeles Convention Center, located at 1201 S Figueroa St, Los Angeles, CA 90015 USA

Attendance for finalists

In order to participate in the final, all Finalists must attend the conference events scheduled from October 22th to 24th. The details of these events will be communicated to the Finalists sufficiently in advance.

CONFIDENTIALITY

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Any and all materials submitted, including business plans, must be appropriate for public dissemination. Submissions must not include any confidential information that the Applicant does not wish to make public. Due to the nature of the 4YFN Los Angeles Awards, the Organizer will not be held responsible for the confidentiality of the business plans and their content.

DECLARATION AGREEMENT

Each Applicant agrees to:

- Attend the Event if selected, make a public presentation of their business plan, and participate in the informal presentations and discussions with interested parties at the designated place;
- Follow all of the Rules and instructions of the Organizer, and accept the Organizer's decision; and
- Meet all deadlines.

Any failure to meet deadlines or comply with the procedures expressed in these Rules will disqualify the Applicant/Entrant from the 4YFN Los Angeles Awards. Similarly, any misrepresentation, fraud or infringement of intellectual property or third parties rights, will result in immediate disqualification, and, if applicable, the obligation to return all prizes.

INTELLECTUAL PROPERTY

The Organizer may publish any and all information submitted by the Applicant (including but not limited to all Project materials and fields requested in the application form that do not contain information of personal nature) at any time, in any media and for any reason, including without limitation, publishing Project materials or the publication on any of its websites or any social networking website, or in any advertising or promotional campaign.

Applicant hereby grants a non-exclusive, royalty-free, irrevocable, for the maximum period of validity in each territory, transferable, worldwide license to the Organizer to use Applicant's Project, logo, and contact information for any purpose, including without limitation for advertising and promotion of Organizer's activities.

Additionally, by entering, Applicant authorizes the Organizer to:

- (i) capture Applicant's image, voice and/or statements during the Event as well as during any prior or subsequent act which is directly or indirectly related thereto;
- (ii) reproduce and/or fix the above, in whole or in part, on audiovisual, video -graphic, photographic or paper, among other forms;
- (iii) use for promotional purposes the image (including the voice and name) and the Project of the Applicant, through any method or medium that the Organizer deems appropriate (including, by way of illustration and not limitation, brochures, newspapers, magazines, books, and Internet), all without geographical or temporary limitation;
- (iv) share all provided application information with the members of the remote jury and the members of the on-stage jury for the purpose of carry out the evaluation.

DATA PROTECTION

Under the provisions of Organic Law 15/1999, of December 13, on the Personal Data Protection ("LOPD") and the Royal Decree 1720/2007, of December 21, implementing the Regulation of the LOPD ("RLOPD"), Organizer informs Applicants that the personal data provided to Organizer in relation to

the 4YFN Los Angeles Awards shall be incorporated into a data file managed by MWCB, located at Roc Boronat, 117, Barcelona (Spain), in order to process the entry in the 4YFN Los Angeles Awards and, where applicable, any email address submitted will be included in the abovementioned MWCB's data file and processed by MWCB for sending commercial communications by email or electronic equivalent means for sending information about the goods and services sold or provided by MWCB, as well as information about the events organized by MWCB or where MWCB participates, particularly in relation to the GSMA Mobile World Congress. Additionally, MWCB may request consent to send commercial communications about goods or services offered by third parties. In any event, if any individual DOES NOT want their personal data to be processed for sending commercial communications, this authorization may be revoked at any time by sending an email to lopd@mobileworldcapital.com indicating "UNSUBSCRIBE" in the e-mail subject.

By submitting a Project, the Applicant represents and warrants that the Applicant has been explicitly given the authority pursuant to a legal or lawful basis under the General Data Protection Regulation ("GDPR") to submit all personal information, including names, email addresses, and all other personally identifiable information submitted in connection with the 4YFN Los Angeles Awards. By submitting a Project, the Applicant represents and warrants that Applicant has the authority to accept these 4YFN Los Angeles Awards Rules and Regulations on behalf of each individual in the Applicant's team.

Furthermore, by properly submitting a Project on the online platform accessible at the Website, Applicant gives Organizer express consent to publish Applicant's status as the Winner or Finalist of the 4YFN Los Angeles Awards. If Applicant is the Winner or a Finalist, Organizer will use the provided information to contact Applicant and, if applicable, to award the prize(s). Organizer advises Applicants that all the information provided for entry in the 4YFN Los Angeles Awards is required, such that if any information is missing, the use of the information for the aforementioned purposes will not be possible, and the entry shall therefore be void. All submitted information will be kept for the time deemed necessary or appropriate to carry out the previously stated purposes.

Applicants are further advised that individuals may exercise their rights of access, rectification, cancellation and opposition by sending written communication and copies of official documents

(Personal ID, passport, driver's license, etc.) to the address provided in the first paragraph, stating which right the individual wishes to exercise. Applicants and/or Applicants further agree to inform Organizer of any change to the personal information submitted in order to keep such information current at all times and free of errors. In addition, Applicants declare that the information provided is true and correct.

The Organizer reserves the right to change or extend this 4YFN Los Angeles Awards basis, provided that such modifications do not adversely affect participants.

Released Parties (as defined below) are not liable for: (i) failed, returned or misdirected notifications; or (ii) entries and responses to winner notifications which are lost, late, incorrectly completed, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for any human, computer, or technical error of any kind. Noncompliance with the requirements set forth in these 4YFN Los Angeles Awards Rules and Regulations, notification as undeliverable or noncompliance with these 4YFN Los Angeles Awards Rules and Regulations will result in disqualification and, at Organizer's discretion, alternative applicant(s) will be selected.

By providing your contact details, each Applicant agrees to receive email correspondence from Organizer, including emails about this 4YFN Los Angeles Awards. Should an Applicant wish to remove an email address from correspondence, it can be done at Organizer's website: <https://www.4yfn.com/>

Conditions of Participation: Applicants expressly consent to the use of personal information submitted to the Organizer for the purpose for which it is disclosed, namely entry into the 4YFN Los Angeles Awards, in accordance with these 4YFN Los Angeles Awards Rules and Regulations, Organizer's privacy policy (as may be amended from time to time), and the 4YFN privacy policy (as may be

amended from time to time); provided, that in the event of any conflict between these 4YFN Los Angeles Awards Rules and Regulations and such Privacy Policy, the terms and conditions of these 4YFN Los Angeles Awards Rules and Regulations shall prevail.

Applicants have the right to access, withdraw and correct their personal information. Applicants may access, withdraw and/or correct personal information to be used in connection with a 4YFN Los Angeles Awards by sending a message to: 4YFN, Media Tic, Carrer de Roc Boronat, 117, 08018 Barcelona, Spain

Entry into the 4YFN Los Angeles Awards constitutes acknowledgement of, and explicit consent to, the export of all personal information submitted to the United States of America and its use there for the purposes of administering this 4YFN Los Angeles Awards and the associated processing (including but not limited to, backing up and archiving). This server is controlled by the Organizer.

Acceptance of a position as finalist constitutes permission for the Organizer and its designees to use details of the Finalist including name, company, company logo, city of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law. Acceptance of a prize also binds the winner to registration for the GSMA event to which the winner selects to receive gold passes, which requires acceptance of the Attendee Terms and Conditions for that event. By participating, Applicants agree to: (i) be bound by these 4YFN Los Angeles Awards Rules and Regulations and the decisions of the Organizer, which are final and binding in all matters; and (ii) release, discharge and hold harmless Organizer, the GSMA, Mobile World Capital, and each of their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents, attorneys and representatives (collectively, the "Released Parties") from any and all claims and liability whatsoever for any injuries, losses or damages of any kind resulting from the acceptance, possession or use of a prize (including any injuries resulting from use of a prize) or participation in the 4YFN Los Angeles Awards.

Limitation of Liability: As a condition of participation, Applicant agrees that: (i) under no circumstances will Applicant be permitted to obtain awards for, and Applicant hereby waives all rights to claim indirect, punitive, incidental, consequential, or any other damages, other than actual out of pocket expenses, if any; (ii) all causes of action arising out of or connected with a 4YFN Los Angeles Awards, or any compensation or credit to be provided, shall be resolved individually, without resort to any form of class action; and (iii) except as otherwise limited by law, the Organizer's total aggregate liability under these Rules is limited to \$1,000 USD. Organizer is not responsible for any computer or network malfunctions which may occur of any kind, whether human, mechanical, or otherwise, relating to or in connection with the 4YFN Los Angeles Awards, for any incorrect or inaccurate information, howsoever caused.

Choice of Law: The Awards and the Rules shall be governed by and construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Georgia, United States, without regard to conflict of law principles. All disputes shall be subject to the exclusive jurisdiction of the courts in Atlanta, Georgia.

Rules/Winner's Lists: For a copy of the 4YFN Los Angeles Awards Rules and Regulations, please contact us on info@4yfn.com, on or before 22 October 2019. For a Winner's List, please send a written request to "4YFN Los Angeles Awards", info@4yfn.com

Disqualifying Acts: Persons who tamper with or abuse any aspect of the 4YFN Los Angeles Awards or who are in violation of these Rules, as solely determined by Organizer, will be disqualified and their entries deemed void. Any attempt to damage any web site or undermine the legitimate operation of the 4YFN Los Angeles Awards is a violation of criminal and civil laws, and should such an attempt occur, Organizer reserves the right to seek damages from any such Applicant to the fullest extent permitted by law.

Trademarks: Organizer will grant to the winner a royalty-free, non-exclusive, revocable license to use and reproduce the "4YFN Los Angeles Awards Winner, 2019" logo solely for a term extending from 24 October 2019 through 21 October 2020. All resulting goodwill shall vest in Organizer or its licensors.

4YFN | Connecting Startups

The winner shall comply with any guidelines for the use of the Organizer trademarks issued by Organizer. Winner acknowledges and agrees that title to the Organizer trademarks shall remain vested in Organizer and/or its licensors at all times. Winner shall indemnify Organizer for any loss which Organizer suffers as a result of a claim by a third party arising out of improper use of the trade marks in breach of this licence by the Winner. Winner warrants that all Organizer trademarks will be accurately replicated. The use of Organizer trademarks is granted exclusively to the winner and may not be assigned to a third party without the prior written consent of Organizer. Organizer trademarks shall not be used again for any purpose whatsoever without written authorization from Organizer. The winner will immediately stop using the Organizer trade marks at the request of Organizer and on 21 October 2020.

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October 22-24 2019