

Net Zero Startup @SXSW Contest

OFFICIAL RULES (the “Official Rules”)

No purchase necessary to enter or win. Void where prohibited. By entering, you understand that you are agreeing to these Official Rules and to provide your information to BP Technology Ventures Inc. (division of BP International Limited) (the “**Sponsor**” or “**Judge**”), Cohen-Friedberg Associates, LLC and Handshake Partners, LLC, (the “**Administrators**”) to administer the Contest, and to fulfill prizes for the Contest. The information you provide will only be used in accordance with the Sponsor’s privacy policy which may be viewed at <https://www.bp.com/en/global/bp-ventures/privacy-statement.html>.

NOTE: UP TO TEN (10) SELECTED FINALISTS MUST BE ABLE TO ATTEND THE FINAL PITCH IN AUSTIN, TEXAS SATURDAY, MARCH 14, 2020.

1. Entry Date:

The “Net Zero Startup @SXSW Contest” (the “**Contest**”) Entry Period begins at 12:00:01 p.m. Eastern Time (“**ET**”) on Monday, February 17, 2020 and ends at 11:59:59 p.m. ET on Friday, February 28, 2020, (“**Contest Entry Period**”). The Contest will be divided into a couple of phases, as outlined below.

2. Eligibility:

The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia, who are small entrepreneurs, eighteen (18) years of age or older (or the age of majority in the state you reside), whichever is older at the time of entry, and who are currently involved with the net zero carbon economy (“**Entrant**”). Employees of Sponsor, Administrator, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers (collectively the “**Contest Entities**”), and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a prize. Subject to all applicable federal, state and local laws and regulations.

ENTRY NOTE: Entrants are responsible for confirming whether their company has any policies or restrictions concerning participation in Contests such as this prior to entering. If, for any reason, any company is unable to accept a prize, including due to company policies, the prize will be forfeited and Sponsor will not have any further obligation to such company. Prizes will be awarded to the company of the Entrant for the benefit of the Entrant submitting the Entry. By entering the Contest, you authorize the Sponsor and Administrator to communicate with you via email, phone, voice mail messaging or by text messaging to communicate Contest information.

3. Phase One:

Phase One Entry Submission:

You may enter the Contest by visiting www.NetZeroMission.com during the Contest Entry Period and following the directions to complete and submit the Official Entry Form including uploading your slide presentation (collectively, the “Entry”).

This Contest focuses on how The Net Zero Carbon Startup Prize will identify new ideas that have the greatest potential to accelerate the shift of the global economy to a net zero carbon economy while sustaining economic growth across the world. The goal is to identify and help bring to market innovative, out-of-the-box ideas that are the work of small entrepreneurs, where a cash award will make a meaningful difference in their ability to scale their ideas.

UPLOAD REQUIREMENT:

Each Entrant is required to complete an online form, submitting no more than a 10-slide PowerPoint or Keynote presentation, with information including:

- The company’s mission
- The problem being addressed, and why it matters
- The solution used to address the problem
- The market, and who will buy/use the solution
- The reason this solution needs to come to market now
- The business model
- Market competition
- The team

All Phase One Entries must be received by 11:59:59 p.m. ET on Friday, February 28, 2020 to be considered. Entries will only be accepted in English. The decisions of the Judges are final and legally binding in all matters relating to this Contest. Entries generated by script, macro or other automated means and Entries by any other means which subvert the entry process or are otherwise not in compliance with these Official Rules are void. Limit one (1) Entry per person or company. If multiple Entries are received from the same person/company utilizing multiple email addresses, the judges may use their discretion to select the Entry submission and or disqualify the Entrant from participation in this Contest. All Entries and associated final products become the property of the Sponsor as set forth in Section 9 below and will not be acknowledged or returned. Except as otherwise provided herein, Sponsor will not enter into any correspondence with an entrant regarding an Entry. Entries must be consistent with the images of the Contest Entities and must not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. Sponsor reserves the right in its sole discretion to disqualify any Entry it determines does not comply with these requirements or these Official Rules, in its sole discretion.

Prohibited Content: Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

a) is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;

- b)** promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c)** is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submission;
- d)** defames, misrepresents or contains disparaging remarks about other people, or companies;
- e)** contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others (without permission);
- f)** contains any personal identification, such as personal names or e-mail addresses (without permission);
- g)** contains copyrighted materials owned by others (including music, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media) (without permission);
- h)** contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- i)** contains look-alikes of celebrities or other public or private figures, living or dead (without permission);
- j)** communicates messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate; and/or
- k)** violates any law.

If the Entry contains any individuals other than the Entrant the Entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting a Entry, each Entrant warrants and represents that they and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, each Entrant understands and agrees that the Entry submission may be posted to the public on the Sponsor's social channels for viewing and voting by visitors during various phases of the Contest. Released Parties (as defined below) do not guarantee the posting of any Entry and are not liable for the use of any Entry by any third party. You acknowledge and agree that Released Parties do not now or in the future have any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright and moral rights in and to any video submission.

Phase One Judging and Judging Criteria:

All eligible Entries received during the Phase One Contest Entry Period, will be judged, on the following equally weighted criteria by a panel of qualified Judges selected by Sponsor and at its sole discretion:

- Potential for positive impact on the environment
- Investability
- Potential for impact on the market

- Adherence to the Contest theme

Subject to verification of eligibility and compliance with these Official Rules, up to eight (8) Entries, with the highest judging scores will be deemed potential Finalists to be invited to the final pitch on Saturday, March 14, 2020 between 4:00 p.m. and 6:00 p.m. at the Net Zero House at SXSW located in Austin, Texas (“**Final Pitch**”). In the event of a tie, an additional tie-breaking judge (“**Tie-Breaking Judge**”), selected by the Sponsor at its sole discretion, will determine the entrants who will proceed to Final Pitch based on the above stated criteria. Up to eight (8) potential Finalist will be notified via telephone, text, and/or email on or about Friday, March 6, 2020. If any e-mail to a potential Finalist is undeliverable, any phone number provided by a potential Finalist is incorrect or no longer in service, a response to any given e-mail, phone call or text message is not received within two (2) calendar days of date of its issuance or any potential Finalist does not comply with these Official Rules, the opportunity to participate in Phase Two of the Contest may be forfeited and, at Sponsor’s sole discretion, an alternate Finalist may be selected.

PLUS

The Judges will select an additional group of entries, from the remaining entries with the highest Judges scores, to be posted on Twitter for Public Voting to determine two (2) additional entries with the greatest number of “Likes” and “Retweets” (“**People’s Choice**”) to be invited to the Final Pitch on Saturday, March 14, 2020 between 4:00 p.m. and 6:00 p.m. at the SXSW Net Zero House located in Austin, Texas.

To vote visit **@NetZeroMission** on Twitter starting at 12:01 a.m.ET on March 4, 2020 through Wednesday, March 11, 2020 at noon ET (“**Public Voting Period**”). The two entries with the greatest number of likes and retweets during Public Voting will be notified via telephone, text, and/or email on or about Wednesday, March 11, 2020. If any e-mail to a potential Finalist is undeliverable, any phone number provided by a potential Finalist is incorrect or no longer in service, a response to any given e-mail, phone call or text message is not received within two (2) calendar days of date of its issuance or any potential Finalist does not comply with these Official Rules, the opportunity to participate in Phase Two of the Contest may be forfeited and, at Sponsor’s sole discretion, an alternate Finalist may be selected.

The Judges will use the same judging criteria listed above, at the Final Pitch, to determine which of the two People’s Choice entries will win the People’s Choice prize. In the event of a tie, an additional tie-breaking judge (“**Tie-Breaking Judge**”), selected by the Sponsor at its sole discretion, will determine the winning entry based on the above stated criteria

4. Phase Two Net Zero Startup “LIVE” Session “Final Pitch”:

Up to eight (8) Finalists plus two (2) People’s Choice Finalists, will participate in the Final Pitch by presenting their Entry submission and answering Judges questions (if any). Judges will judge entries based on the following equally weighted criteria

- Potential for positive impact on the environment
- Potential for impact on the market

- Scalability
- Quality of answers to Judges questions.

Presentations must be in English.

Phase Three Spot Entry Voting: During the Live Session viewers will be asked to vote on all of the entries to determine the “SPOT ENTRY” winner. Up to ten (10) Finalists will be eligible for the Spot Entry prize.

To vote visit NetZero House at 88 ½ Rainey Street, Austin, TX on March 14, 2020. When voting please use the same judging criteria listed above.

Limit: One entry/vote per person

Voting Notes:

- Use of automatic voting software, multiple Twitter accounts or handles to vote and/or activity deemed by the Sponsor to be contrary to the spirit of fair play as it relates to the Contest and public voting is strictly prohibited.
- Sponsor will monitor all votes and has the right and at its sole discretion to disqualify votes for any of the following reasons:
 - Using multiple Twitter accounts to vote.
 - Inappropriate content.
 - Trolling or spamming other contestants.
 - Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes, forced voting sessions, multiple email or other inducements to members of the public, as determined by Sponsor in its sole discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

5. Prizes:

- One (1) Grand Prize: \$75,000**
- One (1) Runner-Up Prize: \$50,000**
- One (1) People’s Choice Prize: \$25,000**
- One (1) Spot Bonus Prize: \$10,000**

Prizes awarded by check in the name of the winning Entrant’s Company.

Travel arrangement and costs for the Final Pitch are the obligation of each Finalist. If any Finalist is unable to attend the Final Pitch on dates specified in these Official Rules, the opportunity to win a prize will be forfeited and Sponsor will have no further obligation to Finalist

The Prize Winner will be required to sign and return properly executed documents issued by the Sponsor (a) an Affidavit of Eligibility; (b) an Agreement of Publicity (granting Sponsor the right to use the name and image of the Winner for advertising and promotion purposes, unless prohibited by law); (c) a liability release; and (d) a form W-9, Taxpayer Request for Identification, to the

Sponsor **within seven (7) calendar days of attempted notification as a prerequisite for receiving the Prize.**

Prizes are not transferable, Winner will be responsible for all taxes, if any (including federal, state and local taxes) and other costs and expenses associated with the acceptance and use of a prize (or any portion thereof) not included with prizes as awarded.

6. Intellectual Property Rights and Attribution:

As between Sponsor and the entrant, the entrant owns any Entry and any documents, content or other materials submitted in connection with the Contest, including all copyright and moral rights therein (collectively, the “**Contest Materials**”). By submitting the Contest Materials, entrant and any individuals or entities engaged by entrant to create the Contest Materials entrant grants Sponsor a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to all copyright and moral rights in and to the Contest Materials, which it or they now has/have or may in the future have to the Contest Materials and any element(s) embodied therein. Accordingly, Sponsor and its designees shall have the right to edit, publish, use, adapt, reproduce, exploit, modify or dispose of any Contest Materials and all elements of the Contest Materials, online, in print, film, television, or in any other media now or hereafter known throughout the world for any purpose.

As between Sponsor and the entrant, the entrant will retain all of its right, title and interest in and to the Project, the Project idea and any development and implementation of the Project idea into a product (collectively, the “**Project Idea/Product**”), including all intellectual property rights therein. As a condition of entry, the entrant grants Sponsor a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, publicly display and distribute (including to the Administrator) the Project Idea/Product as incorporated in the Contest Materials for the purposes of using the Contest Materials for any purpose, including for administering, advertising, or promoting the Contest.

Nothing in these Contest Rules are intended to restrict entrant’s right to market, commercialize, improve, develop, or otherwise pursue the Project Idea/Product (“**Commercial Activities**”), provided that entrant’s pursuit of such Commercial Activities are at entrant’s own risk and entrant agrees that Sponsor is in no way responsible for, and disclaims any and all liability in connection with, any Commercial Activities. Entrant agrees that it will promptly notify Sponsor of any Commercial Activities, and at Sponsor’s request will attribute Sponsor and the Contest as the platform that initially launched the Project Idea/Product in any materials advertising or promoting the Project Idea/Product (e.g., on any website, press release, sales documentation or videos for the Project Idea/Product) (“**Attribution**”), subject to the following paragraph.

Any Attribution, including its content and the manner in which it is presented, shall (a) be at Sponsor’s sole discretion, (b) be pre-approved by Sponsor in writing, and (c) comply with Sponsor’s trademark guidelines.

7. General Rules:

The Contest is governed by the laws of the United States, Commonwealth of Massachusetts without regard its conflict of laws principles with venue in Middlesex County, and all claims must

be resolved in the courts of Middlesex County, Massachusetts. Entry, Project idea, must be entrant's own original work, be true and verifiable. As a strict condition of participating in the Contest, entrants; (a) to abide by these Official Rules, and to the decisions of Sponsor and the Judges, which shall be final and legally binding in all respects; (b) to the use of their names and/or likenesses and/or biographical data by Sponsor and its designees for advertising, promotional and other purposes in any and all media now or hereafter known throughout the world at discretion of Sponsor without compensation, permission or notification (except where prohibited by law); (c) THAT CONTEST ENTITIES (collectively the "Released Parties") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS CONTEST OR THE USE OR MISUSE OF ANY PRIZE AND THAT PRIZES ARE AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXCEPT FOR ANY "IN THE BOX" WARRANTY THAT MAY BE PROVIDED WITH A PRIZE; (d) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY; (e) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (f) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES. By accepting a prize, each winner agrees to release and hold harmless Released Parties from and against any damage, loss or injury resulting from the use or misuse of any prize or Released Parties' use of any rights granted herein. Released Parties are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, scoring errors or other problems or errors related to participation in the Contest or other errors or problems of any kind whether typographical, printing, human, mechanical, computer, electronic or otherwise relating to or in connection with the Contest, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the processing or judging of Entries, the tabulation of votes, the incorrect uploading of any video, the announcement of the prizes or in any Contest-related materials or for any damage to your or other person's computer hardware or software as a result of participation. Released Parties are not responsible for Entries that are late, lost, stolen, incomplete, inaccurate, undelivered, misdirected, garbled or delayed by computer transmissions. Persons found tampering with or abusing any aspect of this Contest or who are in violation of these Official Rules as solely determined by the judges will be disqualified and all associated Entries will be void. Every submission must be manually entered by the individual participant and repetitive automated electronic submission of Entries is specifically disallowed. In the event the Contest is compromised by virus, bugs, non-authorized human intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Contest, or if Contest is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to suspend or terminate the Contest or any portion thereof and/or terminate the participation of any participant (and void his/her Entry) whose conduct potentially compromises the Contest and, if terminated, at Sponsor's discretion, judge all eligible, non-suspect Entries received up to time of such action using the applicable judging procedures outlined above.

11. Winners List: For names of the Winners (available after April 30, 2020), visit the Sponsor's website

Sponsor: BP Technology Ventures Inc., having offices at 501 Westlake Park Boulevard, Houston, Texas, USA

Administrator: COHEN-FRIEDBERG ASSOCIATES, LLC, Framingham, MA 01702 www.cfapromo.com

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