

## **B12 BRIGHTER FUTURE OF WORK SCHOLARSHIP CONTEST TERMS & CONDITIONS**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. Your entry constitutes your full and unconditional acceptance of these Official Rules.**

**ENTRY DATES:** The contest, known as the B12 Brighter Future of Work Scholarship Award Contest, runs from 12:00:00 AM EST on December 1, 2019 until 11:59:59 PM EST on February 14, 2020.

**WHO MAY ENTER:** The contest is being run by Unlimited Labs Inc. d/b/a B12 and is open to full-time students attending any accredited college or university in the United States. Entrants must be 18 years of age or older.

**HOW TO ENTER:** To enter, entrant must submit contact information on the entry form provided on the landing page at [www.b12.io/scholarship](http://www.b12.io/scholarship), together with uploading to YouTube a sixty (60) second or less video pertaining to the topic of artificial intelligence and how it could be used to improve some aspect of their everyday life, and then providing a link to the video in the entry form. There is one valid entry for each participant. Incorrect, partial or late entries will not be accepted. B12 reserves the right to disqualify any person or email address with multiple entries. All entries, including the video, become the exclusive property of B12 subject to YouTube's worldwide, non-exclusive, royalty-free, sublicenseable and transferable license, and will not be acknowledged or returned.

**WINNER SELECTION:** One (1) grand prize winner and two (2) runners up will be selected, from all eligible entries received, and will be notified by telephone and email on February 21, 2020, and will be announced publicly as the winners on March 6, 2020. A panel of judges consisting of B12 employees will select the winning entries based on criteria including, but not limited to, the feasibility of the idea, the presentation quality, and the creativity/ingenuity of the idea, all as reflected in the video. Winners have until 11:59:59 PM EST on February 28, 2020 to claim their prize. Failure to do so will result in the selection of new, alternate winner(s), who will be notified by telephone and email on February 29, 2020. Alternate winners will have until 11:59:59 PM ET on March 5, 2020 to claim their prize. Any prize(s) that remain unclaimed by 11:59:59 PM ET March 5, 2020 will not be awarded, and no additional, alternate winner(s) will be selected.

**PRIZE:** One (1) grand prize scholarship in the amount of three thousand dollars (\$3000) and two (2) runners up scholarships each in the amount of one thousand dollars (\$1000) will be awarded. The scholarships will be paid by B12 directly to the winners' tuition accounts at the colleges or universities where they are

enrolled. Payment of taxes is solely the responsibility of the winner. Since the prizes' values exceed \$600, B12 will provide the winners with a 1099 form. B12 is in no way responsible for any applicable state and federal taxes on the prize.

**GENERAL CONDITIONS:** No purchase necessary to enter or win. By entering, entrant accepts and agrees to be bound by these Official Rules and by the decision of B12, which shall be final and binding in all respects. Winning constitutes permission to use winner's name, video, images, hometown, likeness, prize won, and photograph (all at B12's discretion) for publicity or future advertising in perpetuity, without compensation, notification, or permission. B12 and its officers, directors, members, agents, representatives and employees ("the Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed entries and/or videos; all of which shall be void. The Released Parties are also not responsible for problems including, but not limited to, those pertaining to YouTube, that are related to technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any entry and/or video to be received on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications which may limit one's ability to participate in this contest. Released Parties are not responsible for any other errors or malfunctions of any kind including, but not limited to, those related to YouTube, whether network, printing, typographical, human or otherwise relating to, or in connection with, this contest including, without limitation, errors or malfunctions which may occur in connection with the administration of this contest, the processing or judging of entries, the announcement of the prize or in any contest-related materials. Released Parties are not liable for any injury or damage to persons and/or things resulting from the acceptance of the prize offered. B12 reserves the right to modify, suspend or terminate the contest in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness or integrity of the contest and, if terminated, at B12's discretion, determine the winner using all non-suspect, eligible entries received up to the time of cancellation using the selection procedure outlined above. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses. B12 reserves the right, at its sole discretion, to disqualify any individual (and void his/her entry) it finds to be tampering with the entry process or the operation of this contest or website, intending to annoy,

abuse, threaten or harass any other entrant, B12, or any of its representatives or to otherwise be acting in violation of these Official Rules. CAUTION: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operations of the contest is a violation of criminal and civil laws. Should such an attempt be made, B12 reserves the right to seek damages from any such entrant to the fullest extent permitted by the law and to disqualify such entrant from the contest.

**INTELLECTUAL PROPERTY RIGHTS:** Entrant warrants and represents that their video submission does not infringe on the intellectual property rights of any third-parties. Entrant warrants and represents that, in the event the submitted video includes persons other than themselves, they have obtained written consents from all such persons for the right to be included in the video. Entrant warrants and represents that they shot the video and, in the event that they did not shoot the video, that they have obtained an assignment of the copyright to the video from the person who actually shot it. Entrant shall not use any third-party marks, brands, logos, or names in the video submission. The award of each of the prizes shall be conditioned upon each winner affirming these representations.

**MISCELLANEOUS CONDITIONS:** Failure to comply with these Official Rules may result in disqualification from the contest. B12 reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. This contest is subject to all federal, state and local laws and regulations. Void where prohibited by law.

**DISCLAIMER OF WARRANTY:** ALL CONTENT, MATERIALS, PRODUCTS, SERVICES AND INFORMATION MADE AVAILABLE THROUGH THIS CONTEST ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SUBJECT TO THE FOREGOING, B12 DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL EXPRESS WARRANTIES EXCEPT THOSE EXPLICITLY MADE IN THESE TERMS AND CONDITIONS.

**LIMITATION OF LIABILITY:** ENTRANTS AGREE THAT, EXCEPT AS OTHERWISE PROVIDED UNDER APPLICABLE LAWS, NEITHER B12 NOR ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS CONTEST. THIS WAIVER OF LIABILITY APPLIES TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY OR OTHER DAMAGES ENTRANT MAY SUFFER,

AS WELL AS DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST GOODWILL, BUSINESS INTERRUPTION OR THE LOSS OF DATA OR INFORMATION, EVEN IF B12 IS NOTIFIED IN ADVANCE OF THE POTENTIAL FOR ANY SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT OR PRODUCT LIABILITY OR OTHERWISE.

RELEASES: By entering in this contest, entrants agree to B12's use of their video and personal information for both online and offline marketing purposes.

DISPUTES, GOVERNING LAW AND JURISDICTION: As a condition of participating in this contest, entrant agrees that any and all disputes which cannot be resolved between the parties, and any and all causes of action arising out of or in any way connected with the contest, shall be resolved solely on an individual basis, and not on a class action or representative party basis. This contest is governed and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. Any action against B12 arising from, or relating to, this contest and the provisions of these Terms and Conditions must be brought exclusively in the state and federal courts located in New York County, State of New York. Entrants consent and submit to the exclusive personal jurisdiction and venue of the state and federal courts located in New York County, State of New York, for the adjudication of all claims by or against them arising from, or relating to, this contest and the provisions of these Terms and Conditions. Entrants agree to waive any and all objections that they may have to New York law as the governing law and to the sole and exclusive venue being New York County, New York. Entering into this contest shall constitute an entrant's consent to these terms.

B12's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by B12 in writing.

LIMITATIONS ON ACTIONS: Any action concerning any dispute that an entrant may have with respect to, arising out of, or in connection with this contest must be commenced within one (1) year after the cause of the dispute first arises, and an entrant's failure to do so will permanently bar any cause of action an entrant may have.

SPONSOR INFORMATION: The sponsor of this contest is Unlimited Labs Inc., whose principal place of business is located at 89 Fifth Avenue Suite 700, New York, NY 10003.