

# Olive Helps Hack for Health contest official rules

## (“Official Rules”)

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

Contest Name: Hack for Health — Olive Helps Loop Development Contest (the “Contest”)

Contest Website: <http://oliveai.com/hack-for-health> (the “Contest Website”)

What is Olive Helps?

Olive Helps is a desktop application that provides information support to businesses and individuals. One component of Olive Helps is the Olive Helps Loop Library. The “Loop Library” is the Olive-hosted store where Loops are made available to a Loop user. “Loops” are analogous to applications in an app store and can be created by a Loop author or by Olive for the benefit of a user. A Loop ultimately produces a “Whisper” to a user, providing the user with real-time information to help minimize the time it takes for that user to carry-out a specific task.

Olive is sponsoring and administering this Contest to encourage the development, formation, and publication of Loops for Olive Helps and the Olive Helps Loop Library.

**By participating in the Contest, each Developer agrees to comply with and be bound by these Official Rules and the decisions of Poster, which shall be final and binding in all respects.**

### **1. CONTEST POSTER, OPERATOR & ADMINISTRATOR**

Poster (the “Poster”): Olive AI, Inc. (“Olive”), 99 E Main Street, Columbus, OH 43215.

### **2. DATES AND TIMING**

Contest Submission Period: November 1, 2021- December 17, 2021 (the “Contest Submission Period”). Judging Period: December 20, 2021- December 29, 2021 (the “Judging Period”). Winners announced: December 30, 2021.

### **3. ELIGIBILITY**

The Contest is open to (i) individuals who, at the time of participation and award of prize (if any) are at least eighteen (18) years of age as of the date of entry and legal residents of the 50 United States or the District of Columbia (an “Eligible Individual”); (ii) entities that are legally organized, registered, and located in the United States (“Eligible Entity”). Eligible Individuals, Eligible Entities as well as permitted registered entities as set forth below, shall be collectively referred to as “Developers”.

Individuals may participate as and form a team (“Teams”) provided that each member of a Team is an Eligible Individual. Each Eligible Entity or Team must appoint and authorize one Eligible Individual (the “Representative”) to represent, act, and enter a Submission, on such Team or Eligible Entity’s behalf. Prizes, if any, will be awarded to the Representative. By entering a Submission on the Site on behalf of a Team or Eligible Entity, such Representative represents and warrants that the individual is the Representative authorized to act on behalf of their respective Team or Eligible Entity. There are no restrictions on the number of Eligible Individuals that can make up a Team. Eligible Entities and Teams, as applicable, are solely responsible for determining how any work will be divided up as well as any Contest prizes (if any).

An Eligible Individual may join more than one Team and an Eligible Individual who is part of a Team may also enter the Contest on an individual basis. Notwithstanding the foregoing, any and all registrations for the Contest shall be final by November 30, 2021, and no Developer may change Team(s) or enter as an Eligible Individual or as a Team after November 30, 2021.

**The following entities and individuals are not eligible to participate:** (i) individuals and organizations/entities who are not citizens, permanent residents, legal residents, or legal entities of the United States, as well as individuals who are citizens of a country, state, province or territory where the laws of the United States or local law prohibits participating or receiving a prize in the Contest (as designated by the United States Treasury’s Office of Foreign Assets Control); (ii) government entities, including sovereign states and all governmental entities as well as quasi-governmental entities, including but not limited to government corporations, state-owned or state-controlled enterprises, regional transportation authorities, or state owned universities or hospitals (“Government Entities”); (iii) employees of Government Entities; (iv) organizations who are currently customers of the Poster and employees, representatives and agents of such organizations or any parent company, subsidiary, or other affiliate of any such Poster customer; (v) any Judge (defined below); (vi) employees of Olive AI, Inc., Roter LLC, and Circulo, Inc. (If you are an employee of one or more of these organizations, please reach out to your internal manager and or Olive AI, Inc. legal for more information); and (vii) any other individual or employee of an organization whose participation in the Contest would create, in the sole discretion of the Poster, a real or apparent conflict of interest or would be a violation of applicable law.

#### 4. SUBMISSION INFORMATION, CRITERIA AND REQUIREMENTS

To register for the Contest, Developers should (a) visit <https://oliveai.com/developers/helps> and download Olive Helps on your computer and create a free Olive Helps account; (b) visit <https://www.oliveai.dev/> and follow instructions to download and access the “Loop Development Kit; (c) create a video or other form of media acceptable by the Poster that clearly explains the Developer’s Loop, its features and functionality, and its benefit to individuals and or organizations in the healthcare industry (“Presentation”); and (5) create a Loop using the Loop Development Kit which meets the Loop Criteria set forth in these Official Rules (Presentation, Loop, and all information submitted in connection to the foregoing, together a “Submission”). Submissions must be submitted through the “Submit New Loop” function of the Olive Helps platform, during the Contest Submission Period. Developers must submit all required information included in the Submit New Loop function. Media and materials accompanying a Submission that present and describe a Developer’s Loop can be saved and maintained outside of Olive Helps and submitted to the Poster at its direction.

Developer may edit or modify Developer’s Submission during the Contest Submission Period. Once the Submission Period has ended, no changes or alterations to a Submission will be permitted, and the version of the Submission that was saved in Developer’s Olive Helps account at the end of the Contest Submission Period shall be deemed the Submission.

All Submissions shall be governed by these Official Rules and by the Olive Helps Terms of Use, available within Olive Helps and at <https://oliveai.com/developers/helps>. By submitting a Loop and participating in this Contest, all Eligible Individuals, Teams, and/or Eligible Entities agree to be bound by the Olive Helps Terms of Use. All Submissions must be in English and comply with the Submission Requirements. Developer will receive one (1) entry into the Contest per eligible Submission. Developer may submit more than one Submission, however, each Submission must be unique and substantially different from each of the Developer’s other Submissions, as determined by the Poster.

Submissions generated by a robotic, programmed, script, macro or other automated means are prohibited and will be disqualified. Submissions received before or after the Submission Period will not be accepted or be eligible to win a prize. In the event of a dispute as to the identity of the Developer, the Authorized Account Holder at the time of entry will be considered the Developer. **“Authorized Account Holder”** is defined as the person, either as an individual or authorized representative of an organization, who is the Olive Helps account holder and registrant. Each winner may be required to show proof of being the Authorized Account Holder of the account associated with the winning Submission. Those who do not follow all of the instructions, provide the required information as set forth above, or abide by these Official Rules or other instructions of Poster may be disqualified.

By uploading a Submission in the Contest, Developers hereby warrant and represent that the entire Submission meets the following entry requirements (the **“Submission Requirements”**):

#### A. Loop Criteria

- i. Loops must focus on the healthcare industry and aim to improve the healthcare experience.
- ii. Loop must be capable of being successfully installed and running consistently on the Olive Helps platform for which it is intended and must function as depicted in the Presentation.
- iii. Loops cannot have existed prior to the Contest Submission Period, nor can development of the Loop have started prior to Contest Submission Period.
- iv. Developers must make any Loop available free of charge and without any restriction, for testing, evaluation and use by the Poster and judges during the Contest and until the Judging Period ends. Ensure your code compiles fine and works as expected before submitting.
- v. Loops may integrate Packages, SDKs, APIs and data, so long as the Developer has any and all necessary permissions, consents and authority to use them in the Loop and grant the rights set forth in these Official Rules.

#### B. Presentation Criteria

- i. Presentation should explain the features and functionality of the Loop and describe how the Loop could benefit users.
- ii. Any images in the Presentation must depict only the functions or a demonstration of the Loop.
- iii. If the Presentation is in the form of a video, the video must:
  1. be less than five (5) minutes;
  2. provide a comprehensive demonstration of the Loop’s features and functionality; and
  3. describe how the Loop could benefit users.

#### C. General Submission Criteria:

Any Submission must: (a) be Developer’s original work product; (b) be solely owned by such Developer with no other person or entity having any right or interest in it, including but not limited to Developer’s employer; and (c) not violate any law or the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, licensing terms of use, and/or privacy rights, of any other person or entity. Developers may contract with a third party for technical assistance to create the Submission provided the Submission components are solely the Developer’s work product and the result of the Developer’s ideas and creativity, and the Developer owns all rights to

them. A Developer may submit a Submission that includes the use of open-source software or hardware, provided any Developer complies with applicable open-source licenses and, as part of the Submission, creates software that enhances and builds upon the features and functionality included in the underlying open-source product. Submissions cannot be developed or derived from a Loop or other similar product, or service offering developed with financial or preferential support from the Poster or a current customer of Poster. Such Submissions include, but are not limited to, those that received funding or investment for their development, were developed under contract, or received a commercial license, from the Poster or a customer of Poster any time prior to the beginning of the Contest Submission Period. The Poster, at their sole discretion, may disqualify a Submission, if awarding a prize to the Submission would create a real or apparent conflict of interest or be a violation of applicable law.

Compliance with the foregoing requirements shall be determined by Poster in its sole discretion. Poster, may, in their sole discretion, remove and/or disqualify any Submission that is deemed to be inappropriate or otherwise non-compliant with these Official Rules. Poster reserves the right to require an attestation from each Developer that the above Submission Requirements have been met. Poster may, in its sole discretion, permit a Developer to modify its Submission after the Contest Submission Period for the purpose of removing material that potentially infringes a third party mark or right, discloses personally identifiable information, protected health information, or is otherwise inappropriate provided that the modified Submission must remain substantively the same as the original Submission with the only modification being what the Poster permits.

## 5. SUBMISSION RIGHTS

By entering the Contest and submitting any Submission to Olive Helps, any such Developer grants to the Poster those rights, licenses, and authorities as set forth in the Olive Helps TOU.

By entering the Contest, any Developer acknowledges that the Poster may have developed or commissioned materials similar or identical to such Developer Submission and any Developer waives any claims resulting from any similarities to such Developer entry or entries. Further, any Developer understands that the Poster will not restrict work assignments of representatives who have had access to a Submission and Developer agrees that use of information in Poster's representatives' unaided memories in the development or deployment of their products or services does not create liability for Poster under these Official Rules or copyright or trade secret law.

Any Submission may be posted on a public website. **By submitting a Submission, each Developer agrees that the Submission may be accessible by the public and included in Poster's marketing or promotional materials, including Developer's name, the Presentation, and other descriptions and details of the Submission.** The Poster is not responsible for any unauthorized use of a Submission by visitors to the Contest Website. The Poster is not obligated to use a Submission for any purpose, even if it has been selected as a winning Submission.

Developers further agree: (i) that Poster may exercise any and all rights hereunder without attribution, notification or compensation to Developers; (ii) that Poster shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by Developer; (iii) that Poster shall have no obligation (express or implied) to use the Submission produced in connection with the Prize in any manner (other than as expressly stated herein) and Developer shall not be entitled to any damages or other relief by reason of Poster's use or non-use of the Submission; (iv) to be bound by these Official Rules and the decisions judges; (v) that Developer may be contacted by Poster by telephone, mail or email regarding this Contest; and (vi) to sign and deliver to Poster such documents as Poster may reasonably require to effectuate the rights granted herein (e.g., assignments, licenses and/or releases) and/or to verify the obligations of Developer hereunder.

## 6. JUDGING

All eligible Submissions will be evaluated by a panel of judges selected by the Poster (the “Judges”). Unless waived by the Poster, for a Submission to be eligible for judging, it must qualify and be eligible to or otherwise be published in the Olive Helps Loop Library in accordance with the Olive Helps publication processes and comply with the Submission requirements.

The Judges will score eligible Submissions using the following equally weighted criteria (the “Judging Criteria”): (i) quality of the idea which indicates creativity, originality, and the potential to significantly improve the efficiencies and effectiveness of an Olive Helps user’s operations; (ii)

value to the Poster or Olive Helps users; (iii) strong potential for user engagement/adoption and its ability to provide solutions for health systems, as well as its problem solving impact for health systems; (iv) technical implementation that assesses how well the idea was executed by the Developer, including the user experience, the complexity of the scenarios, use of additional data or other APIs, and whether it performs as expected; and (v) what is the Submission’s impact on improving diversity, equity and inclusion among underrepresented healthcare workers and

patients? In addition to the foregoing, the Judges will apply the following criteria solely to determine the Grand Prize Winner(s): (i) innovativeness: how new and innovative is the Submission and how expansive is its potential impact, and (ii) improving outcomes: how proactive and effective is or will the Submission be in solving problems that positively impact and improve patient outcomes.

For each prize listed in Section 7 below, if two or more Submissions are tied, the tied Submission with the highest score in the first applicable criterion listed above will be considered the higher scoring Submission. In the event any ties remain, this process will be repeated, as needed, by comparing the tied Submissions’ scores on the next applicable criterion. If two or more Submissions are tied on all applicable criteria, the panel of Judges will vote on the tied Submissions. Winners will be notified on or around December 30, 2021.

## 7. PRIZES

A. Grand Prize Winner(s): Depending on the number of eligible Submissions, the five (5) Developers with the highest cumulative score across all Judging Criteria, including the grand prize criteria, will be deemed the Grand Prize Winner(s) and will receive the Co-Marketing Benefits and the Developer’s choice of one of the following prize packages:

i. Package One

1. One, 60-minute pitch meeting with the Olive Ventures team to “pitch” the Developer’s Submission. This meeting may be virtual or in person, and Poster will coordinate with the Grand Prize Winner to discuss scheduling, purpose, and expected content.
2. The Developer prize package which includes:
  - a. One (1) Oculus Quest 2
  - b. One (1) YubiKey
  - c. One (1) 30” Curved monitor
  - d. One (1) Olive Helps Developer Cape

ii. Package Two

1. The Developer prize package (see above)
2. Two (2) premium industry speaking engagements, events and dates to be agreed to by the Developer and Poster. If travel is necessary to attend, Developers will be responsible for travel costs and expenses to attend the agreed to speaking engagement.
3. Certified Olive Helps Partner Badge
4. Developer/Loop logo featured on Poster's premium partner logo wall on website

“Co-Marketing Benefits” include (a) a joint press release announcing Developer as a winner issued by Poster with specific content and details at Poster's sole discretion; (b) Developer's Loop is labeled as a “Contest Winner” in the Olive Helps Loop Library; (c) feature for Developer and Developer's Loop on social media, as determined by Poster; (d) publicity at key Poster events; and (e) feature for Developer in one Olive newsletter at Poster's sole discretion, provided Developer provides adequate input and information. Grand Prize Winners are also eligible to receive a cash prize in accordance with the tier rankings below.

B. In addition to the Grand Prize Winner(s) and dependent upon the number of eligible Submissions, Poster will award forty (40) Developers a cash only prize. Eligible Submissions that are judged and deemed winners by the Judges will be ranked into four (4) separate winning tiers based upon their rankings in accordance with the Judging Criteria.

Tier 1: The ten (10) Developers with the highest cumulative score across all Judging Criteria will each receive a cash prize of ten thousand (\$10,000) dollars, payable as set forth below.

Tier 2: The next ten (10) Developers with the highest cumulative score across all Judging Criteria after the Tier 1 winners will each receive a cash prize of five thousand (\$5,000) dollars, payable as set forth below.

Tier 3: The next ten (10) Developers with the highest cumulative score across all Judging Criteria after the Tier 2 winners will each receive a cash prize of two thousand five hundred (\$2,500) dollars, payable as set forth below.

Tier 4: The final ten (10) Developers with the highest cumulative score across all Judging Criteria after the Tier 3 winners will each receive a cash prize of one thousand two hundred fifty (\$1,250) dollars, payable as set forth below.

Poster is not responsible for any prize, including any warranty or malfunction of any prize. Developer prize packages do not include any accessories, batteries, or other items that are not provided in the original packaging.

## 8. VERIFICATION OF POTENTIAL WINNERS

THE AWARD OF A PRIZE TO A POTENTIAL WINNER IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. The final decision to designate a winner will be made by the Poster. Potential winners will be notified using the email address associated with the Developer's Olive Helps account used to enter the Submission/Loop (the submitter is the “Representative” in the case of a Team or an Eligible Entity). In order to receive a prize, the potential winner (including all participating team members in the case of a Team) will be required to sign and return to the Poster affidavit(s) of eligibility (or a similar verification document) and liability/publicity releases, and any applicable tax forms (“Required Forms”). Deadline for Returning Required Forms: ten (10) calendar days after the Required Forms are sent by Poster.

The Poster may deem a potential winner (or participating team members) ineligible to win if: (i) the potential winner's Representative or any participating member does not respond to emails or fails to sign and return the Required Forms by the deadline listed above, or responds and rejects the prize; (ii) the winner refuses to accept all or any part of the prize or the terms of any prize; (iii)

the prize or prize notification is returned as undeliverable; or (iv) the Submission or the potential winner, or any member of a potential winner's Team, is disqualified for any other reason.

In the event of a disqualification, Poster may select the Developer with the next highest ranking as determined by the judges as an alternate potential winner, as applicable.

## **9. PRIZE DISTRIBUTION**

The Poster has the right to make a prize substitution of equivalent or greater value, in its sole discretion. In the event there are not enough eligible Submissions entered into the Contest, or if there are no eligible Developers or Submissions, Poster reserves the right not to award a prize.

Prizes will be payable to the Developer, if an individual, or to the Developer's Representative, if a Team or Eligible Entity. It will be the responsibility of the winning Developer's Representative to coordinate with Poster regarding cash and non-cash prizes and any allocation of the prizes among their Team's/Eligible Entity's participating members, as the Representative deems appropriate. Poster will have no obligation to provide any further consideration to any other Team member or member of an Eligible Entity. Monetary prizes will be mailed to the winning Developer's address (if an individual) or the Representative's address (if a Team) only after receipt of the Required Forms. Failure to provide correct information on the Required Forms, or other correct information required for the delivery of a prize, may result in delayed prize delivery, disqualification of the Developer, or forfeiture of a prize.

Cash prizes will be delivered to applicable winners within 45 days of the Poster's receipt of the Required Forms. The Poster will coordinate with the winning Developer regarding performance of non-cash prizes during calendar year 2022.

Winners (and in the case of Team, all participating members) are responsible for any fees associated with receiving or using a prize, including but not limited to, wiring fees. Winners (and in the case of Team, all participating members) are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state/territorial and local). Winners may be required to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents are required to provide a completed form W-9. The Poster reserves the right to withhold a portion of the prize amount to comply with the tax laws of the United States.

## **10. ENTRY CONDITIONS AND RELEASE**

By entering the Contest, any and all Developers agree that (a) the relationship between any such Developer and the Poster is not a confidential, fiduciary, or other special relationship; and (b) any and all Developers will be bound by and comply with these Official Rules, the Olive Helps TOU, and the decisions of the Poster, and the Judges which are binding and final in all matters relating to the Contest.

By submitting a Submission, any and all Developers release, indemnify, defend and hold harmless the Poster and their respective parent, subsidiary, and affiliated companies, the prize suppliers and

any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys'

fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Developer's entry, creation of Submission or entry of a Submission, participation in the Contest, acceptance or use or misuse of the prizes (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.

Released Parties are not responsible for: (i) technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; (e) failure of any e-mail transmissions to be sent to or received; (f) any inability to upload or download any information in connection with participation in the Contest; (g) inaccessibility of Contest platform or the entry website, in whole or in part for any reason, or traffic congestions on the Internet; (h) lost, late, delayed, corrupted or intercepted e-mail or Submission transmissions; (i) unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; (j) destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest, including but not limited to, undeliverable contact attempts that result from any form of active or passive e-mail filtering by a user's Internet service provider and/or email client or for insufficient space in user's account to receive e-mail; (k) any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website or Contest platform; (ii) flood, earthquake, epidemic, pandemic (including COVID-19) or other acts of God; (iii) work stoppages or other labor interruptions; or (iv) any personal injury, or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of Poster's website, Contest platform or the download of any information from Poster's website or Contest platform. No more than the stated number of prizes will be awarded. The Released Parties are not responsible for address or email address changes of the Developer. Proof of sending or submitting will not be deemed to be proof of receipt by the Poster. In the event of early termination of the Contest for any reason at Poster's sole discretion, a notice will be posted on its website and judging will be conducted from among the eligible Submissions received prior to termination using the process described above.

## **11. PUBLICITY**

By participating in the Contest, any and all Developers consent to the use of personal information about such Developers, if a winner, by the Poster and third parties acting on their behalf. Such personal information includes, but is not limited to, name, likeness, photograph, voice, opinions, comments and hometown and country of residence. It may be used in any existing or newly created

media, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes advertising and promotional purposes. The duration of such consent set forth herein is for an indefinite period following the conclusion of the Contest. This consent applies, as applicable, to all Developers and or all Eligible Individual members of a Team/Eligible Entity that participated in the winning Submission.

## **12. GENERAL CONDITIONS**

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, theme, or proper conduct of the Contest, Poster reserves the right,

at its sole discretion, to cancel, modify or terminate the Contest or any portion thereof, and in the event of such cancellation, modification or termination, at its discretion, as applicable select (i) entries to qualify for judging from all non-suspect, eligible entries received prior to Contest requiring cancellation, termination or suspension; and (ii) determine Contest winners from among all non-suspect, eligible entries received up to time of such action using the criteria specified above. Poster reserves the right in its sole discretion to disqualify any Eligible Individual or Team/Eligible Entity it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in a manner that is inappropriate, not in the best interests of this Contest, or a violation of any applicable law or regulation. Any attempt by any person to undermine the proper conduct of the Contest may be a violation of criminal and civil law. Should Poster suspect that such an attempt has been made or is threatened, it reserves the right to take appropriate action including but not limited to requiring a Developer to cooperate with an investigation and referral to criminal and civil law enforcement authorities. If there is any inconsistency between the Official Rules and any statements contained in any other Contest materials, including but not limited to the Contest Submission instructions, Contest Website, advertising (including but not limited to television, print, radio or online ads), the Official Rules shall prevail. Poster reserves the right to make changes or additions to these Official Rules and/or change the dates of the Contest at any time prior to the Contest Submission Period start date and time. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.

By participating, Developers waive any right to claim ambiguity in the Contest or these Official Rules. If at any time prior to the end of the Contest Submission Period, a Developer believes that any Official Rule is or may be unclear or ambiguous, they must submit a written request for clarification to the Poster.

The Poster's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to a Developer, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Poster's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

Excluding Submissions, all intellectual property related to this Contest, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Poster. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Poster intellectual property shall be solely to the extent provided for in these Official Rules.

### **13. DISPUTES**

Any and all Developers agree that, to the fullest extent permitted by law: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prize awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded, shall be resolved exclusively in either the state or federal courts of Ohio, Franklin County and Developers consent to the exclusive jurisdiction and venue of such courts; and (iii) under no circumstances will any Developer be entitled to, and Developer hereby waives all rights to claim, any punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased.

THE ABOVE DOES NOT APPLY IN JURISDICTIONS THAT DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Developer and the Poster in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules.

#### **14. ADDITIONAL TERMS THAT ARE PART OF THE OFFICIAL RULES**

As set forth above, any and all Developers will also be subject to the Olive Helps TOU. Please review the Olive Helps TOU at <https://oliveai.com/developers/helps>. If there is a conflict between the Olive Helps TOU and these Official Rules, these Official Rules shall control with respect to this Contest only. Participation in the Contest constitutes a Developer's full and unconditional agreement to these Official Rules. The Poster collects personal information from you when you enter the Program and during any use of Olive Helps and such use of personal information will be controlled by the Olive Helps privacy policy.

#### **15. CONTACT**

If you have any questions or comment or wish to send the Poster any notice regarding this Contest, please email [developspartner@oliveai.com](mailto:developspartner@oliveai.com). For support and troubleshooting while using Olive Helps, please use the support tools available within Olive Helps.