

## Terms & Conditions – Visa Challenge at eMerge Americas - March 22<sup>nd</sup> to Apr 24<sup>th</sup> 2018

The Visa Challenge Terms & Conditions (“**Terms and Conditions**”) constitute a legally binding contract between you and/or your company/team (“**You**” or “**Your**”) and Visa International Service Association (“**Visa**”) and apply to Your access to the Visa Challenge Website at <https://emergeamericas.com/visa-challenge/> (the “**Visa Challenge Website**”), including use of any Visa Application Programming Interfaces (APIs) or other materials, documentation, data, content or code accessed through the Visa Challenge Website or otherwise provided by or on behalf of Visa in connection with the Visa Challenge or the Visa Challenge Website (collectively “**Contest Materials**”), and/or Your participation in the challenge presented by Visa (“**Visa Challenge**”) as part of the challenge to be held at eMerge Americas 2018 (“**Visa Challenge at eMerge Americas**”).

Visa may make certain Contest Materials available to you through a separate website known as the Visa Developer Portal. The Visa Developer Center Terms of Use (“**TOU**”) available at <https://developer.visa.com/terms>, which also includes the Visa Developer Center Privacy Policy (“**Privacy Policy**”) (available at <https://www.developer.visa.com/privacy>). To the extent you obtain any Contest Materials from the Visa Developer Portal, you will be bound by the TOU and the Privacy Policy, which are hereby incorporated by reference in their entirety, as they exist now or hereafter are amended as if set forth herein. To the extent of any conflict among these Terms and Conditions and the TOU or the Privacy Policy, then these Terms and Conditions, the TOU, and the Privacy Policy, in that order of precedence, shall govern with respect to Your participation in the Challenge. Any capitalized terms not defined herein shall have the meanings set forth in the TOU or the Privacy Policy. You acknowledge that you have had an opportunity to access and review the TOU and Privacy Policy prior to agreeing to these Terms and Conditions.

By accessing the Visa Challenge Website or using any Contest Materials from either Visa Materials (together, the “**Visa Materials**”) and/or submitting a solution for consideration in the Visa Challenge, You acknowledge and agree (a) to abide by these Terms and Conditions, and any other guidelines or instructions provided to You by Visa and/or its representatives in connection with the Visa Challenge; (b) to comply with all applicable laws; and (c) to be bound by the decisions of Visa and its representatives in connection with the Visa Challenge, which decisions are final and binding.

To the extent that there is any discrepancy or inconsistency between these Terms and Conditions and any disclosures or other statements contained in any Visa Materials, these Terms and Conditions shall govern.

### **The Visa Challenge**

The Visa Challenge is to develop a solution that will help small businesses improve their operations by combining Visa APIs, accessible through the Visa Challenge Website, with other technology and other open APIs.

### **Eligibility**

You may only participate in the Visa Challenge if you meet the registration and eligibility requirements therein and You are at least 18 years old (or at least the age of majority in Your jurisdiction of residence,

whichever is older). Employees, contractors, consultants, and temporary staff of Visa and their affiliates will not be eligible to submit a solution to the Visa Challenge. If you are participating in a team, all participants must be eligible and teams may be no larger than five (5) people.

### **Registration, Submission & Demonstrations**

All participants must begin and complete coding only when and as directed at the Visa Challenge. Coding will start on Saturday, March 24th at 8:00AM EST and will end on Tuesday, April 24<sup>th</sup> at 8:30AM EST. To be considered in the competition, You must submit Your Solution following the instructions given on-site before 9:00 AM on Tuesday, April 24<sup>th</sup> 2018. At the conclusion of the Visa Challenge, each team will have 3 minutes to demonstrate the solution You have developed for the panel of judges, followed by 2 minutes of Q&A. Demonstration time limits may be shortened or lengthened in Visa's sole discretion depending on the number of teams. You may choose how to present Your Solution, but You are encouraged to explain and demonstrate how Your Solution meets the judging criteria (as defined below), and You acknowledge that the panel of judges may ask You questions regarding Your Solution. The order of demonstrations will be decided by the judges in their discretion.

It is solely Your responsibility to ensure that You have properly registered and submitted Your solution. Visa is not responsible for any lost, delayed, misdirected, incomprehensible, incomplete, damaged, garbled or undeliverable registrations or solutions, or any delay or failure to transmit, process, receive or consider registrations or solutions.

### **Solution Guidelines**

Solutions developed and submitted in connection with the Visa Challenge should not:

- Contain, depict, or refer (explicitly or otherwise) to any inappropriate, objectionable, or unsuitable language, activity or other content.
- Contain, depict or refer to any content that disparages or refers negatively to Visa, the Visa Challenge, or any other person or entity.
- Contain any content that violates any law or any third party's Intellectual Property Rights (as defined below), privacy, personality or other rights.
- Collect any device or user tracking information like GPS location, device ID, etc. without explicit user approval, or store any non-public personal information on the device.

### **Judging Criteria**

Visa will award prizes ("Visa Prize") to Visa Challenge teams that, in Visa's sole determination, best meet the following criteria:

- To utilize at least 2 Visa APIs
- APIs must be integrated in sandbox
- User Experience will be judged on how friendly and easy to use it is
- UX / UI /front end experience is required
- Your Solution must be presented with a business plan:

- Distribution channels
- Marketing strategy
- Value proposition
- Business model

Decisions of Visa, their representatives, or individuals selected by Visa with respect to all aspects of the Visa Challenge will be final and binding.

### **Visa Prizes Description**

The Visa Prizes will consist of the following for the winning teams:

- First Place Prize: US\$5,000
- Second Place Prize: US\$2,000

### **Visa Prize Terms**

If Your team is selected for any Visa Prize, You must have complied with, and remain in compliance with, these Terms and Conditions, and You may be required to sign and provide to Visa appropriate verification of eligibility as well as liability/publicity releases, assignments, or other forms as necessary in Visa's sole discretion. Visa will allocate the total value of a winning team's prize(s) equally among the team members for income tax purposes. If any Visa Prize is unclaimed by the winning team within a reasonable time after notification from Visa, or if any member of the winning team has not complied with these Terms and Conditions (as determined by Visa in its sole discretion), that Visa Prize will be forfeited, and an alternate winner may be selected from the remaining eligible Visa Challenge participants at Visa's sole discretion. Further, if Your team is selected as a winner and You do not comply in a timely manner with Visa requirements with respect to the Visa Prize, Your rights to that Visa Prize shall be forfeited. You are responsible for any taxes payable in connection with a Visa Prize. Visa is not responsible for any disputes among team members concerning a Visa Prize. Any Visa Prize (or any element of the Visa Prize) may not be transferred or substituted by its recipient(s). All winners will be subject to an identity check for verification, prior to the release of any cash prizes.

### **Visa Materials**

Your use of any Visa Materials made available to You by or on behalf of Visa in connection with the Visa Challenge will be governed by these Terms and Conditions.

Subject to and conditioned upon Your compliance with these Terms and Conditions, Visa hereby grants to You a personal, limited, revocable, non-exclusive, non-transferable, non-sub licensable, royalty-free worldwide license solely during the Challenge and solely in connection with and for the purposes of the Visa Challenge to develop and demonstrate the Visa Challenge solution ("Your Solution") that incorporates or uses the Visa Materials in connection with the foregoing activities.

You understand and agree that Visa may restrict the number of calls Your Solution makes through the Visa APIs, based on various factors including, but not limited to, concerns regarding stability or security of the Visa APIs or other Visa systems. Visa may, in their sole discretion, change the method of access to

the Visa APIs at any time and may throttle, suspend, or permanently terminate responses to Your Solution's calls to their respective APIs.

You represent and warrant and agree that: (a) You will use the Visa Materials only for purposes permitted by and in accordance with these Terms and Conditions and applicable law and regulation and not for any commercial use, and any future commercial use of the Visa Materials shall be subject to separate terms and conditions; and (b) You are solely responsible for (and neither Visa nor its affiliates have any responsibility to You or to any third party for): (1) any data, content, or resources that You obtain, transmit or display through Your Solution or the Visa; and (2) any breach of Your obligations under these Terms and Conditions, any applicable third party license, or any applicable law or regulation, and for the consequences of such breach. You further represent that Your Solution does not infringe on the Intellectual Property Rights of Visa or any third party. Any use of the Visa Materials shall include attribution to Visa as the source thereof and additionally shall contain all copyright and other proprietary notice or legends found on the original. You acknowledge and agree that Your authorized use of Visa Materials does not excuse You from, and Visa will not be responsible for, Your compliance with applicable laws that may require You to be licensed as a money transmitter or chartered as a bank in the jurisdiction in which You are, may be, or will be offering services.

### **Intellectual Property Rights**

"Intellectual Property Rights" means ideas, inventions, discoveries, improvements, modifications, enhancements, trade secrets, designs, business models, software, derivatives, know-how, processes, methodologies, technical information, data, test results, information, concepts, and works of authorship, whether patentable or not and whether reduced to practice or not, and all related intellectual property, including, but not limited to, patents and patent applications (including but not limited to all reissues, continuations, continuations-in-part, revisions, extensions, divisionals, designs and reexaminations thereof), copyrights, mask works, trademarks, trade secrets, and other forms of intellectual property protection related thereto, including all applications, certifications and registrations therefor. You agree that Visa and its affiliates exclusively own and shall retain all worldwide right, title and interest in and to the Visa Materials, and Visa's trademarks, service marks, logos, trade dress, trade names or service names ("**Visa Marks**") (collectively, "**Visa IP**"), including without limitation all Intellectual Property Rights therein. No title to or ownership of any Visa IP, is granted (express or implied) or otherwise transferred to You or any other entity or person under this Agreement. Any rights not expressly granted herein are withheld. You agree to cooperate with Visa to maintain Visa's ownership of the Visa IP, and You agree to promptly provide notice of any claims relating to the foregoing.

You will retain ownership of Your Solution except to the extent of any Visa technologies or Intellectual Property Rights embodied or incorporated therein in accordance with these Terms and Conditions and subject to Visa's ownership of any Visa IP. You represent and warrant that You are (or Your team is) the sole creator of Your Solution and that You have obtained permission from all persons or Intellectual Property Right owners whose technology, materials, likeness, or work is contained therein for submission of Your Solution as described in these Terms and Conditions. To the extent Your Solution contains any modifications, changes, enhancements, adaptations, alterations, corrections, error-fixes, updates, upgrades, improvements, and other additions to (a) Contest Materials accessed through the Visa Developer Portal, or otherwise provided by Visa directly or through the Visa Challenge Website, or

(b) other Visa products or services (together, "Modifications"), then such Modifications shall constitute Input pursuant to the TOU.

Nothing in these Terms and Conditions grants You any rights to use any Visa Marks.

You waive any and all claims that You may have against Visa, or anyone participating in the Visa a Challenge. You also acknowledge that Visa has access to many ideas, concepts, and technologies, many of which may be similar or identical to Your Solution, and You will not have any claim against Visa or be entitled to any compensation as a result of Visa's use of similar or identical material. You agree that Visa is not responsible for any unauthorized use of Your Solution (in whole or in part) by third parties.

### **Filming; Publicity and Promotional Activity**

You acknowledge and understand by attending the Visa Challenge or any Visa Challenge-related event in person as a participant, You may be photographed, videotaped and otherwise recorded by Visa or its designees (collectively, "**Footage**") and may be required to sign an affidavit and/or release for such Footage. You agree that all Footage, including all copyright and other rights therein and thereto, will be owned by Visa. You authorize Visa and its affiliates and designees to use, copy, edit, publish, and exploit such Footage and all elements embodied therein (including Your name, likeness, submission materials, and recordings of Your activity), in whole or in part, in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, promotional, trade and other purposes, without further notification, permission, or compensation. Visa has no obligation to make use of any Footage. You also consent to Visa's and its affiliates' and designees' use of Your name and/or Your company's/team's name, as well as Your voice, likeness, biographical information, and mention of the nature of Your participation in the Visa Challenge, for advertising, promotional, trade, public announcements, and other oral communications at conferences, media events, or other marketing opportunities on Visa's website or through other electronic communications such as emails to Visa customers, newsletters, or in materials that Visa otherwise makes publicly available, and through any other channel to promote the use of Visa Materials and Your Solution, and other purposes, all without further notification, permission, or compensation. You acknowledge and agree that Visa is under no obligation to publicize Your usage of the Visa Materials. You grant to Visa a revocable, non-exclusive, non-transferable license to Your trademarks, service marks, logos, trade dress, trade names and service names, to publicize Your usage of the Visa Materials and Your Solution.

### **Disclaimers and Indemnification**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL Visa OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR VENDORS OR ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF Visa, OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OR VENDORS (COLLECTIVELY "**Visa PARTIES**") HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM, WITHOUT LIMITATION: (A) YOUR PARTICIPATION IN THE Visa CHALLENGE; (B) YOUR USE OF ANY Visa MATERIALS; (C) YOUR RECEIPT, USE OR REDEMPTION OF THE Visa PRIZE; (D) YOUR INABILITY TO RECEIVE, USE OR REDEEM THE Visa PRIZE; OR (F) LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER ANY Visa PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE Visa MATERIALS ARE

PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE Visa PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED WITH RESPECT TO THE Visa CHALLENGE, Visa a PRIZE, AND Visa MATERIALS. IN NO EVENT WILL THE Visa PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE Visa CHALLENGE, THE Visa PRIZE, THE Visa MATERIALS, OR THESE TERMS AND CONDITIONS. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE Visa PARTIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), OR LOSSES OF ANY KIND, KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH) ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS, OR THE PARTICIPATION AGREEMENT; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS AND CONDITIONS, OR OTHERWISE TO Visa; (C) YOUR PARTICIPATION IN THE Visa CHALLENGE; (D) YOUR RECEIPT, USE OR REDEMPTION OF THE Visa PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM THE Visa PRIZE; (E) YOUR USE OF THE PRODUCTS, SERVICES, DOCUMENTATION, DATA OR MATERIALS PROVIDED UNDER THESE TERMS AND CONDITIONS, OR YOUR SOLUTIONS OR THE USE OR DISTRIBUTION THEREOF; (F) ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHT RELATING TO THESE TERMS AND CONDITIONS OR THE TOU; OR (G) ANY BREACH OR ALLEGED BREACH BY YOU OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION CONTAINED IN THESE TERMS AND CONDITIONS.

#### **Limitation of Liability**

IN NO EVENT WILL THE Visa PARTIES' LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE Visa CHALLENGE, Visa PRIZE, Visa MATERIALS, THESE TERMS AND CONDITIONS, UNDER ANY THEORY, EXCEED ONE HUNDRED DOLLARS (\$100).

#### **General Conditions**

Elements and details of the Visa Challenge, including any prizes to be awarded and the Visa Challenge itself, are subject to modification, suspension, and/or cancellation without notice at Visa discretion. Any activity inconsistent with these Terms and Conditions, or the positive images that Visa seeks to promote, or any attempt to improperly influence the outcome of the Visa Challenge, will constitute grounds for disqualification from the Visa Challenge, in Visa's sole discretion.

Except where expressly prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of participants and Visa in connection with the Visa Challenge, shall be governed by, and construed in accordance with applicable U.S. federal law and the laws of the State of Florida, without regard to any jurisdiction's conflict of law principles.

All disputes, claims and causes of action arising out of or connected with the Visa Challenge, Your or Your team's participation in the Visa Challenge, the Visa Prize, or these Terms and Conditions will be resolved individually, without resort to any form of class action. The exclusive jurisdiction and venue for resolution of such disputes shall be the U.S. federal and Florida state courts and You hereby waive and agree not to pursue any actions in any other jurisdiction or venue. You also agree to waive any right to

claim ambiguity in these Terms and Conditions, except to the extent expressly prohibited by applicable law.

Failure by Visa to enforce any term of these Terms and Conditions will not constitute a waiver of that provision or any other provision.

You acknowledge that nothing in these Terms and Conditions will constitute an employment, joint venture, or partnership relationship between You and Visa. In no way are You to be construed as the agent or to be acting as the agent of Visa in any respect, and vice versa.

**BY CHECKING THE BOX BELOW AND COMPLETING YOUR ELECTRONIC REGISTRATION YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE TERMS AND CONDITIONS, AND ALL OTHER TERMS INCORPORATED HEREIN, GOVERN YOUR PARTICIPATION IN THE VISA CHALLENGE.**