

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.

Contest: IEEE Empower a Billion Lives Competition (The “Contest”)

Description of Contest: The Contest is a skill-based competition where Teams must demonstrate a solution in one of the tracks, detailed in the Competition Guide found at www.empowerabillionlives.org/competitors/, in an online round. The online round has no prize potential but allows Teams to move to a regional round in the respective solution track. There will be five regional rounds; each regional round will have awards and prizes for the top Teams in each track as determined by the judging panels. Following the judging process from field-testing, all awardees from the five regional rounds in each track will automatically be entered into the global final where a winner for each track will be named.

Sponsor: The Institute of Electrical and Electronics Engineers, Incorporated, 445 Hoes Lane, Piscataway, New Jersey, USA, 08854 (“Sponsor”)

Eligibility: Contest is open to residents of the United States of America and other countries, where permitted by local law, who are the age of eighteen (18) and older. Employees of Sponsor, its agents, affiliates and their immediate families are not eligible to enter Contest. Teams may be subject to rules imposed by their institution or employer relative to their participation in contests and should check with their institution or employer for any relevant policies. Void where prohibited by law.

Agreement to Official Rules: By participating in this contest, Teams agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to alter any of these Official Rules at any time and for any reason. All decisions made by Sponsor concerning the Contest including, but not limited to the cancellation of the Contest, shall be final and at its sole discretion.

Entry Period: This Contest registration commences on May 1, 2018 at 12:00 AM EDT and registration concludes on August 31, 2018 at 11:59 PM EDT (“Entry Period”). Sponsor's server is the official clock for the Contest. Entries received before or after the entry period are void. Sponsor may change the deadline for entries, as they desire.

1. **How To Enter:**

To enter the Competition, visit the Competition website located at www.empowerabillionlives.org (“Competition Site”). Each Team must:

- Register yourself and name all team members (“Team”) using the online registration form on the Competition Site by August 31, 2018 (“Registration Period”). There can only be one point of contact listed for the Team. The point of contact will be the Team

Leader and will be responsible for interacting with Sponsor and will be in charge of organizing their own Team. Maximum number of team members in one team is limited to ten (10). Your Team may receive input from as many people and organizations as desired, as long as it does not violate the Contest Rules. Up until your second round testing in the Regional Round, you may remove or add Team members so long as the point of contact who originally registers the Team, remains the same. It is suggested that any award or prize money be used to facilitate the build, test and field evaluation of the solution, and towards covering the cost of travel to the Global Round.

- Meet On-line Round requirements by submitting a solutions proposal and an optional video by August 31, 2018. Your team will select a location for the Regional Round where they would choose to participate if selected.
- If your team is chosen to be one of the finalists for the Regional Round, your team representative will need to attend one of the regional rounds in person (details on Contest website and regional requirements are included in the Competition Guide www.empowerabillionlives.org/competitors/), to be held between November 2018 and February 2019. Your team is responsible for paying your own trip to present your solution at the regional round of your choice, organizing any travel logistics, clearing any visa requirements, and clearing any import or other governmental compliance requirements when traveling with your technical solution.
- If chosen to be one of the finalists for the Global Round, your team will need to attend the Global Round in person in September 2019, in Baltimore, Maryland, USA. A portion of the award and prize monies your team is eligible for when winning the Regional Round will be targeted towards covering part of your team's travel costs to Baltimore to present your solution at the Global round. You are responsible for organizing any travel logistics, clearing any visa requirements, and clearing any import or other governmental compliance requirements when traveling with your technical solution.
- Entrant or Teams must meet the requirements listed in the Competition Guide Proposal Format section of the Contest website www.empowerabillionlives.org/competitors/. Different requirements are listed for the three rounds, and it is the Team's responsibility to ensure that all requirements are met. The Sponsor reserves the right, in its sole discretion, to disqualify any Team who submits an Entry that does not meet these requirements.

All Entries into the Contest may not:

- contain content, material, or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, provincial, or local laws and regulations;
- contain any added content, material, or element that displays any third party advertising, slogan, logo, trademark, or otherwise indicates a sponsorship or endorsement by a third party, commercial entity; or
- contain any content, element, or material that violates a third party's publicity, privacy, or intellectual property rights.

Team Entries:

- The entry for each team will be submitted under the name of a “Team Leader”. The team can be a group of individuals, or may be from institutions, such as schools, universities, companies or laboratories. In such cases a “Lead Institution” will be identified. Submission of the entry into this competition constitutes the submitters acceptance that the team has obtained all approvals needed from the Lead Institution and from all team members and their respective institutions.
- No person can be Team Leader for more than one team. A Lead Institution can have multiple teams, but under different Team Leaders. No individual can be a part of more than two teams. IEEE reserves the right to disqualify the Team or provide an opportunity for the Team to remove a person if IEEE, in its sole discretion, deems a conflict that must be remedied.

Only entries submitted in accordance with these Official Rules will be eligible for consideration. No alternate means of entry permitted. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

Entrants are permitted to withhold confidential information that they regard as trade secrets, but must provide enough context for those reading their submission to understand what breakthroughs are being described and how it helps their solution achieve the desired objectives. As described elsewhere, the Sponsor reserves the right to make some, all, or none of the submission documents public at the end of the competition.

Selection of Winner:

- Winner(s) will be chosen for each stage (On-line Round; Regional Round; Global Round).
- Judging for the On-line Round of the Competition will follow procedures and practices used by Sponsor and its members for peer-review of technical papers for conferences and journals. For the Regional Rounds, Field Evaluation and Global Round, judging will be done by a panel of experts selected for each venue. These experts will be members of Sponsor and/or appointed by the IEEE Power Electronics Society (“Judges”). The panel will make a set of non-binding recommendations to the Sponsor, who will then, at its sole discretion, determine the winner, if any, of the awards and prizes. The criteria the judges will use in evaluating solutions can be found in the Competition Guide located on the Competition Website at www.empowerabillionlives.org/competitors/.
- In the On-line Round, once the proposal has been uploaded, EBL will review the submission and provide feedback and comments to the proposing Team. The comments will include an accept, improve, discourage or rejection. Teams discouraged from submitting a proposal are still eligible to submit a proposal for the Regional Round. The teams will also receive approval for their choice of Regional Round location.

- At the Regional and Global Final, winners (if any) will be notified. Except where prohibited by law, each potential winner may be required to sign and return the Award Acceptance Document, which includes a Declaration of Eligibility and Liability, a Status Reporting Commitment, and a Publicity Release and provide any additional information that may be required by Sponsor. If required, potential winners must return all such required documents within 5 days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner may be selected based on the judging criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.
- The Judges may, at their sole discretion, recommend and/or choose to award the prize to an entry that does not strictly meet all the requirements, but is deemed to have superior overall performance to the other submissions and embody the advances and spirit of innovation sought by the prize.
- If no Entries meet the requirements for any track at any level of the Contest, no prize will be awarded. In the event that no Entries are received, no prize will be awarded. Determinations by the Sponsor, taking into account the non-binding recommendations of the Judges, are final and binding. Sponsor reserves the right to cancel this Contest at any time and reserves the right to not award any prize if the Contest is cancelled.

Prize:

The prize(s) for the Contest are being sponsored by IEEE. No cash in lieu of prize or substitution of prize permitted, except that Sponsor reserves the right to substitute a prize or prize component of equal or greater value in its sole discretion for any reason at time of award. Sponsor shall not be responsible for service obligations or warranty (if any) in relation to the prize(s). Prize may not be transferred prior to award. All other expenses associated with use of the prize, including, but not limited to local, state, or federal taxes on the Prize, are the sole responsibility of the winner. Winner(s) understand that delivery of a prize may be void where prohibited by law and agrees that Sponsor shall have no obligation to substitute an alternate prize when so prohibited.

Prizes, if awarded, shall be distributed as follows:

- One Entrant or Team will be chosen and awarded the top overall Global Prize
- One Entrant or Team will be chosen and awarded a prize for each of the tracks at the Global Level.
- For each regional Competition, two Entrant or Teams will be chosen and awarded prizes in each of the tracks.

The target prize purse for all Global and Regional prizes combined may reach \$1 (one) million dollars but will not be less than \$300,000. Sponsor reserves the right to award grants to Teams should such funding become available. Prize award targets at the Regional Level will be based on the donor and sponsor funds raised specifically in that region and at the Global Level. Prize award targets for the Global Level will be based on the donor and sponsor funds raised globally

through the Empower a Billion Lives, IEEE Foundation account. These funds will be raised in compliance with Sponsor rules and policies.

The prize will be awarded within approximately 8 weeks of receipt by the Sponsor of final prize acceptance documents. Sponsor has not made and is not responsible in any manner for warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize (other than expressed above regarding deployment and reporting), regarding the use, value or enjoyment of the prize.

Entrant or Teams are responsible for all costs associated with their participation in the Contest. While not required, it is recommended that any prize money awarded be used to offset the costs of improving their Entry, field-testing costs, travel costs, and launching their Solution in energy access need areas.

Notification of Potential Prize Winners: The Prize Winners will be notified by e-mail within 14 days of the selection date. If a Prize Winner does not acknowledge acceptance of the Prize within 14 business days after being notified that he or she is a Prize Winner, or if a potential Prize Winner does not return the signed claim forms within the required time, or is otherwise found to be ineligible or not in full compliance with these Official Rules, another Prize Winner will be chosen using the same procedure specified above. Potential Prize Winner may be asked to execute and return to Sponsor a declaration of eligibility and liability/publicity release, where lawful, within fourteen (14) days of attempted notification. Winner may waive the right to receive the prize. The decisions of Sponsor are final and binding in all respects.

Intellectual Property: Sponsor claims no interest in, and Team or Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Entry (but for any licenses explicitly granted herein or as otherwise required to give effect to the Contest). As a condition of entry, Entrant grants Sponsor, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Entry (1) for the purposes of allowing Sponsor and the Judges to evaluate and test the Entry for purposes of the Contest, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations, and device clips available for promotional purposes. As stated elsewhere in these Contest Rules, the Sponsor reserves the right to make public any technical approach document submitted to the Contest.

Release, Publicity, and Privacy: By receipt of the Prize and/or, if requested, by signing an affidavit of eligibility and liability/publicity release, the Prize Winner consents to the use of his or her name, likeness, business name and address by Sponsor for advertising and promotional purposes, including but not limited to on Sponsor's social media pages, without any additional compensation, except where prohibited. No entries will be returned. All entries become the property of Sponsor. The Prize Winner agrees to release and hold harmless Sponsor and its officers, directors, employees, affiliated companies, agents, successors and assigns from and against any claim or cause of action arising out of participation in the Contest.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this Contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Contest.

Entrant and Team (through the Team Leader) acknowledges and agrees that Sponsor may collect, store, share, and otherwise use personally identifiable information provided during the registration and application process and the Contest, including, but not limited to, name, mailing address, phone number, and email address. Sponsor will use this information with accordance with its Privacy Policy (https://www.ieee.org/security_privacy.html), including for administering the Contest and verifying

Entrant or Team's identity, postal address, and telephone number in the event an entry qualifies for a prize. Entrant or Team's information may also be transferred to countries outside the country of Entrant or Team's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of Entrant or Team's residence. If an Entrant or Team does not provide the mandatory data required at registration, Sponsor reserves the right to disqualify the entry.

Right to Use Entries: By entering the Contest, entrants grant Sponsor a non-exclusive, irrevocable, royalty-free, perpetual, worldwide right and license to reproduce, publish, display, edit and otherwise use the submitted Entries, and entrant's full name and city and state/province/country of residence, photograph, likeness, voice and institutional affiliation, in print or any offline or online and other media for purposes of editorials, exhibition, advertising, publicity and promotion without additional compensation or permission, unless prohibited by law.

Representations and Warranties Regarding Entries: By submitting an Entry, you represent and warrant that your Entry does not and shall not comprise, contain, or describe, as determined in Sponsor's sole discretion: (A) false statements or any misrepresentations of your affiliation with a person or entity; (B) personally identifying information about you or any other person; (C) statements or other content that is false, deceptive, misleading, scandalous, indecent, obscene,

unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive; (D) conduct that could be considered a criminal offense, could give rise to criminal or civil liability, or could violate any law; (E) any advertising, promotion or other solicitation, or any third party brand name or trademark; or (F) any virus, worm, Trojan horse, or other harmful code or component. By submitting an Entry, you represent and warrant that you own the full rights to the Entry and have obtained any and all necessary consents, permissions, approvals and licenses to submit the Entry and comply with all of these Official Rules, and that the submitted Entry is your sole original work, has not been previously published, released or distributed, and does not infringe any third-party rights or violate any laws or regulations.

Limitations of Liability/Reserved Rights: Neither Sponsor, its parent, subsidiary or affiliated companies, nor its advertising or promotional agencies shall have any obligation, liability or responsibility with regard to (i) entries that contain incorrect or inaccurate information or do not comply with these Official Rules, (ii) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, technical or other error of any kind, (iii) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties of any kind, (iv) any condition caused by events beyond the control of Sponsor that may cause the Contest to be disrupted or delayed, (v) any printing or typographical errors in these Official Rules or any other materials associated with the Contest, or (vi) any damages or losses of any kind caused by any prize or resulting from participation in the Contest, accessing, uploading or downloading data in connection with the Contest, or acceptance, possession or use of any prize. Sponsor, in its sole discretion, reserves the right to disqualify any entrant tampering with or abusing the entry process or the operation of the Contest or otherwise violating these Official Rules. Sponsor, in its sole discretion, further reserves the right to cancel, terminate, suspend or modify the Contest if the Contest cannot be completed as planned because of infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort and to select a winner from among eligible entries unaffected by such event, if any.

Disputes: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT, (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY,

INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW JERSEY OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW JERSEY. SPONSOR IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZES.

Contest Results and Official Rules: To obtain the identity of the Prize Winner and/or a copy of these Official Rules, send a self-addressed stamped envelope to **EBL c/o IEEE-PELS** The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), 445 Hoes Lane, Piscataway, New Jersey, USA, 08854.