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## IoT Smart Buildings Challenge Prize Agreement

Challenge: \_\_\_\_\_

Contestant's Name: \_\_\_\_\_

Contestant's Address: \_\_\_\_\_

The above Contestant has participated in the above Challenge, which was organized by the Industrial Internet Consortium (IIC) and the Trusted IoT Alliance (TIOTA) (the "Organizers"), and which included the Principal(s), Technology Partner(s) and any other persons identified on the Challenge web pages (collectively, the "Participants"). Contestant has been judged a winner of the Challenge and thereby entitled to receive a cash award up to 25,000 €, plus the opportunity to implement, and which Prize money must be applied to develop, a funded Proof of Concept with one of the Principals of the Challenge (the "Prize").

In consideration of the Prize, and for other good and valuable consideration, and intending to be legally bound, Contestant agrees as follows:

1. Contestant acknowledges and agrees to the terms of the Organizers' Privacy Policies.
2. Contestant is solely responsible for any taxes that may be payable due to receiving the Prize and hereby authorizes the Organizers to withhold any amounts required by law to be withheld.
3. Contestant agrees that as a further condition to receiving the Prize, and the opportunity to develop a proof of concept with a Principal – which may involve visits to the Principal's premises – Contestant may be required to execute additional documents or take further actions, such as signing a confidentiality agreement, agreeing to security procedures, and other reasonable requirements.
4. Contestant acknowledges that the Organizers and their affiliates, and each of their respective officers, directors, employees and agents (collectively, the "Released Parties"), are not the sponsors of the Prize or the manufacturer(s) or distributor(s) of any of the tools or technologies made available by the Technology Partners for use in the Challenge (the "Enabling Technology"). With respect to any claims Contestant may have as a result of possessing or using the Prize or Enabling Technology, Contestant agrees to look solely to the issuers and makers thereof, or others in the chain of production and distribution, *expressly excluding the Released Parties*. Contestant acknowledges that the Released Parties have not made, and hereby disclaim, any representations or warranties with respect to the Prize or Enabling Technology, express or implied. Therefore, Contestant hereby irrevocably releases the Released Parties from any and all claims, demands, causes of action, losses, expenses, costs and liability of any nature whatsoever which Contestant may hereafter have against any of them arising out of or in connection with the Challenge, the Prize or the Enabling Technology.
5. Contestant does hereby further release, waive, discharge, and hold harmless the Organizers and Participants, and each of their respective parents, affiliates and subsidiaries, and each of their respective officers, directors, employees and agents from and against any and all liability, damages, claims or actions of any kind whatsoever, whenever accrued, for injuries, damages or losses to persons (including death) and property which may be sustained by Contestant as a result of participating in the Challenge, including in connection with the receipt, ownership or use of the Prize or Enabling Technology or while preparing for, participating in, and/or traveling to any Challenge-related activity, whether such claims or actions are on behalf of the winner or the winner's heirs, representatives, administrators or assigns, or for any injury or

damage to Contestant's or others' computer arising from or related to entering or downloading any materials in the Challenge, provided that this does not exonerate any Participant from loss or damage caused by its gross negligence, willful misconduct or infringement of third party rights.

I have read and understand the above. SIGNED UNDER SEAL.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_