

# Circular Economy 2030 Contest | OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.** Contest is open to residents of the United States and the rest of the world, except for Brazil, Quebec, Italy, Mexico, Crimea, People's Republic of China, Cuba, Iran, Syria, North Korea, and Sudan.

By selecting "I Agree," you hereby acknowledge that I have read these Official Rules (the "Rules") of the contest in their entirety, and understand that your participation in the contest is subject to these Rules.

You understand that Google may choose to revoke your participation and status as an Eligible Applicant, along with any associated benefits if you violate these Rules.

**ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

## DEFINITIONS

In these terms and conditions

1. "Sponsors" mean the marquee sponsors, which are Google LLC, with a place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States and its affiliates (collectively "Google") and SAP SE, a European Company established under the laws of Germany with registered office at Dietmar-Hopp-Allee 16, 69190 Waldorf, Germany, and may also include the United Nations Environment Programme, the Global Partnership for Sustainable Development Data, the Ellen MacArthur Foundation, and the World Wildlife Fund.
2. "Contest" means the social entrepreneurship contest for SDG 12, named Circular Economy 2030, and hosted by the Sponsors.
3. "Contest Site" means <https://cloud.google.com/circular-economy-2030>.
4. "Social Entrepreneur" or "Eligible Applicant" means an individual who, at all times during the Contest Period, (a) is aged 18+; (b) owns and/or leads a Social Enterprise, is actively aspiring to do so or is employed by a Revenue-Generating Nonprofit; and (c) may not be a government employee or official. "Social Enterprise" means an organization that is a registered B-Corporation or that actively promotes social and environmental progress. "Revenue-Generating Nonprofit" means a registered 501(c)(3) organization with a revenue-generating department, project, or business idea.
5. "Google Cloud Solutions" means all Google Cloud Platform (GCP) big data solutions and machine learning products, and any other GCP products or services. "SAP Solutions" means SAP Cloud Platform, SAP Hana, and/or SAP Leonardo.
6. "Proposal" means the original idea, business plan, marketing research, and proposed cloud architecture developed and submitted by an Eligible Applicant to the Contest. "Prototype" means a business plan, prototype, and/or viable product demonstration, developed by the Social Entrepreneur during the second phase of the contest (i.e., hackathon).
7. "Sustainable Development Goals" means the sustainable development goals program established by the United Nations promoting and coordinating implementation of internationally agreed development goals, including the seventeen Sustainable Development Goals (SDGs) described in more detail at <https://sustainabledevelopment.un.org/sdgs>.
8. "Including" means including but not limited to.

## **BINDING AGREEMENT**

1. In order to enter the Contest, you must agree to these Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry or any information in the Contest constitutes agreement to these Rules. You may not submit an entry or any information to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Google with respect to the Contest.

## **CONTEST PARTICIPATION**

1. The Contest is a skills contest where Eligible Applicants must first submit a Proposal that uses both Google Cloud Solutions and SAP Solutions to advance the 12th Sustainable Development Goal of the United Nations' Sustainable Development Goals: Responsible Consumption and Production ("SDG 12") (detail currently available at <https://sustainabledevelopment.un.org/sdg12>).
2. Each Proposal will be evaluated by judges established by Sponsors ("Judges"), who will choose the Finalists, in accordance with these Rules, to participate in a hackathon from which the Grand Prize Winner will be determined. The 4 non-Grand Prize winning Eligible Applicants of the 5 Eligible Applicants will each receive a Finalist Prize. The one Eligible Applicant Finalist whose Prototype is evaluated as having the highest score in the judging criteria will receive the Grand Prize. See below for complete judging criteria.
3. Proposals and Prototypes must be submitted in the English language.

## **ELIGIBILITY**

1. To be eligible to participate in the Contest, you must meet all of the following criteria:
  - a. You must be a Social Entrepreneur (defined above).
  - b. You must apply as an individual, not as an organization or corporate entity.
  - c. You must be over the age of majority in the country in which you reside.
  - d. You must not be a government employee or official.
  - e. You must be based in a country where Google Cloud Platform and SAP solutions are available.
  - f. You must not be: (i) resident in Brazil, Quebec, Italy, Mexico, (ii) resident of a US embargoed country, (iii) ordinarily resident in a US embargoed country, (iv) otherwise prohibited by applicable export controls and sanctions programs as not eligible to participate in the Contest; or (v) a resident in any country that has become, or during the Contest does become, subject to the United States Office of Foreign Assets Control (OFAC) sanctions.
2. Employees, interns, contractors, and official office-holders of the Sponsors or their parent companies, subsidiaries, affiliates, and the respective directors, officers, employees, advertising and promotion agencies, representatives, and agents of any of the above ("Covered Entities") are ineligible to participate in this Contest.
3. If you are entering the Contest due to your affiliation as part of a company or employer, these rules are binding on you, individually, and on your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including the licenses you grant and your potential receipt of a prize. You further warrant that your actions do not violate your employer's or company's contracts, policies and procedures.
4. The Sponsors reserve the right to verify eligibility and to adjudicate on any dispute at any time.

## CONTEST PERIOD

1. The Contest begins at 12:00:00 A.M. Pacific Time (PT) Zone in the United States on January 22nd, 2019 and ends at 11:59:59 P.M. PT on March 17th, 2019, subject to reasonable modifications by the Sponsors ("Contest Period"). You are responsible for determining the corresponding time zone in your respective jurisdictions.

## HOW TO ENTER

1. No purchase necessary to win. In order to enter the Contest and be considered for the Finalist Prize and Grand Prize, each Eligible Applicant must:
  - a. Develop an original Proposal using the Google-provided application, including the proposed use of both Google Cloud Solutions and SAP Solutions.
  - b. Submit only one Proposal using the submission form accessible via [cloud.google.com/circular-economy-2030](https://cloud.google.com/circular-economy-2030).
  - c. Complete and submit the Contest application form before 11:59:59 PST on March 17, 2019. Submissions made after this date will not be considered.
2. Limit one Contest entry per Eligible Applicant.
3. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the potential Finalists may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain.

## PROPOSAL REQUIREMENTS

1. Each Proposal must
  - a. Include an original idea, business plan, marketing research, potential impact, and proposed use of Google Cloud Solutions and SAP Solutions, in accordance with the provided form;
  - b. Align to SDG 12 (detail currently available at <https://sustainabledevelopment.un.org/sdg12>);
  - c. Have a title;
  - d. Include citations for all research and statistics used;
  - e. Be submitted via the Google Form;
2. Proposal must be submitted in the English language.
3. Proposal must not be derogatory, offensive, threatening, defamatory, disparaging, or libelous or, in the opinion of any Sponsors or Judges, contain any content that is inappropriate, indecent, sexual, profane, indecent, torturous, slanderous, or discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
4. Proposal must 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 or regulations or the laws or regulations in any state where the Proposal is created.
5. Proposal must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark (unless approved by the mark owner or otherwise permitted by law) or otherwise indicates a sponsorship or endorsement by a third party or commercial entity or that is not within the spirit of the Contest, as determined by the Sponsors in their sole discretion.
6. Proposal must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
7. Proposal must not contain any content, element, or material that violates a Sponsors' or a third party's publicity, privacy or intellectual property rights.

8. The Sponsors reserve their right, in their sole discretion, to disqualify any entrant who submits a Proposal that does not meet the requirements set forth in these Rules.

## JUDGING

1. Judges will evaluate each Proposal across key criteria, including: creativity, viable research, potential impact, connection to SDG 12, technical sophistication, and use of Google Cloud Solutions and SAP Solutions.
2. The **five** entries that receive the highest overall scores will be selected as Finalists. In the event a Finalist is disqualified for any reason, at the Judges' discretion another Eligible Applicant (e.g., the individual who submitted the Proposal that received the next highest total score) may be chosen.
3. On or about **March 22nd, 2019** the winning Finalists will be selected and notified by email. The five Finalists will be invited to attend the Google Cloud Next Conference **in-person in San Francisco, California, which will occur April 9th to April 11th, 2019**, and participate in a hackathon to determine the Grand Prize Winner, with travel and expenses (up to \$5000 US) covered by the Sponsors. If a Finalist does not respond to the notification attempt within **three** business days from the first notification attempt, then such Finalist may be disqualified and an alternate Finalist selected from among all eligible entries received based on the judging criteria described herein. Except where prohibited by law, each Finalist may be required to sign and return a Declaration of Eligibility and a Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, Finalists must return all such required documents within **three** business days following attempted notification or such Finalist will be deemed to have forfeited the prize and another Finalist 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.
4. Finalists' Prototypes will be assessed on an individual basis by the panel of Judges to determine of the Grand Prize Winner.
5. In the event that no Proposals are received, no prizes will be awarded. If an insufficient number of Proposals are received, the number of Finalist prizes may be reduced. Determinations of the Judges is final and binding.

## PRIZES

1. Up to four **Finalist Prizes** will be awarded. The Finalize prize includes:
  - a. \$25,000 USD, net of any applicable taxes in the Eligible Applicant's country, state, province or jurisdiction of residence;
  - b. Google Cloud for Startups: Spark Package; and
  - c. Google Cloud for Startups enablement support.
2. One **Grand Prize** will be awarded. The Grand Prize includes:
  - a. \$100,00 USD, net of any applicable taxes in the Eligible Applicant's country, state, province or jurisdiction of residence;
  - b. Google Cloud for Startups: Surge Package; and
  - c. Google Cloud for Startups immersive experience.
3. The odds of winning any prize depend on the number of eligible entries received during the Contest Period and the skill of the Social Entrepreneur entrants. The prizes will be awarded within approximately twelve weeks of receipt by Google of final prize acceptance documents. No transfer, substitution or cash equivalent for prizes is allowed, except at Google's sole discretion. Google reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason.

## TAXES

1. Prizes and payments to potential prize recipients are subject to the express requirement that they submit to Google all documentation requested by Google to permit it to comply with all applicable state, federal, local, provincial and foreign tax reporting and withholding requirements. All prizes will be net of any taxes Google is required by law to withhold. All taxes imposed on prizes are the sole responsibility of the prize recipients. In order to receive a prize, potential prize recipients must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law, including, where relevant, the law in the potential prize recipient's country of residence. The potential prize recipient is responsible for ensuring that (s)he complies with all of the applicable tax laws and filing requirements. If a potential prize recipient fails to provide such documentation or comply with such laws, the prize may be forfeited and Google may, in its sole discretion, select an alternate potential prize recipient.

## **GENERAL CONDITIONS**

1. All federal, state, provincial and local laws and regulations apply. Google reserves the right to disqualify Eligible Applicants from the Contest if, in Google's sole discretion, it reasonably believes that they have attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair practices or annoyed, abused, threatened or harassed any other entrants, Google, the other Sponsors or the Judges.
2. You are solely responsible for the accuracy, legibility and completeness of the information included in your Contest application form, including your email address contact information.

## **INTELLECTUAL PROPERTY RIGHTS & PUBLICITY**

1. As between you and Google, you retain ownership of all intellectual and industrial property rights (including moral rights) in and to your submitted Proposal and Prototype. As a part and condition of entry into the Contest, you grant to the Sponsors and their agents, 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 Proposal and Prototype, including your name and other personal information provided as part of your submission or participation in the Contest for the purposes of allowing the Sponsors and the Judges to evaluate the Proposal and Prototype for purposes of the Contest.
2. By accepting a Prize, you agree that Sponsors and their agencies and affiliates may use your name, likeness, Proposal, and Prototype for advertising, promoting or furthering the Sustainable Development Goals, Google products (including Google Cloud Solutions) and SAP Solutions without additional compensation, unless prohibited by law.

## **PRIVACY**

1. As a Contest participant, you acknowledge and agree that Google may collect, store, share with others, and otherwise use personally identifiable information provided during the registration process and the Contest, including, but not limited to, name, mailing address, phone number, and email address. Google will process this information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>), including for administering the Contest and verifying your identity and contact information in the event your entry qualifies for a prize.
2. Your information may also be transferred to countries outside your country of residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of your country of residence.
3. As a Contest participant, you understand and agree that your personal information provided as part of your submission will be shared with SAP, and will be subject to SAP's privacy policy [currently available here: <https://www.sap.com/corporate/en/legal/privacy.html>; subject to change] and may also be shared with other Sponsors and if so, would be subject to their respective privacy policies.

4. As a Contest participant, if you do not provide the requested or mandatory data required at registration, Google reserves the right to disqualify your entry.
5. As a Contest participant, you will have the right to request access, review, rectification or deletion of any personal data of yours held by Google in connection with the Contest by writing to Google here: [CE2030-external@google.com](mailto:CE2030-external@google.com).

#### **WARRANTY INDEMNITY & RELEASE**

1. As a Contest participant, you warrant that your Proposal and Prototype are your own original work and, as such, you are the sole and exclusive owner and rights holder of the submitted Proposal and Prototype and that you have the right and authority to submit the Proposal and Prototype in the Contest and grant all required licenses. You agree not to submit any Proposal or Prototype that (1) if used as licensed by you in these Rules would infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including copyright, trademark, patent, trade secret, privacy, publicity, confidentiality or contract obligations; or (2) otherwise violates the applicable state or federal law.
2. To the maximum extent permitted by law, you agree to indemnify and keep indemnified Sponsors and the Covered Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of yours or a breach of any warranty set forth herein. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Sponsors and the Covered Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) any Proposal or Prototype or other material uploaded or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates the person's rights of publicity or privacy, (b) any misrepresentation made by you in connection with the Contest; (c) any non-compliance by you with these Rules; (d) claims brought by persons or entities not sponsoring or participating in this Contest arising from or related to your involvement with the Contest; and (e) your acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.
3. You release all Sponsors from any liability associated with: (a) any malfunction or other problem with the Contest Site; (b) any error in the collection, processing, or retention of entry information; or (c) any typographical or other error in the printing, offering or announcement of the Contest, any prize or any prize recipients.

#### **ELIMINATION**

1. Any false information provided by you within the context of the Contest concerning identity, mailing address, telephone number, email address, or ownership of rights or any non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

#### **INTERNET**

1. Sponsors are not responsible for any malfunction of the Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Proposals, Prototypes or other submissions due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.

#### **RIGHT TO CANCEL, MODIFY OR DISQUALIFY**

1. 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, or proper conduct of the Contest, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Google further reserves the right to disqualify any Eligible Applicant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by you to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made Google reserves the right to seek damages to the fullest extent of the applicable law.

#### **NOT AN OFFER OR CONTRACT OF EMPLOYMENT**

1. Under no circumstances shall the submission of a Proposal or Prototype into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Google, or the other Sponsors. You acknowledge that you have submitted and are submitting your Proposal or Prototype voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract of employment with either Google or the other Sponsors now exists between you and Google or the other Sponsors and that no such relationship is established by your submission of a Proposal or Prototype under these Rules.

#### **FORUM AND RECOURSE TO JUDICIAL PROCEDURES**

1. These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and you expressly waive any and all such rights.

#### **FINALISTS LIST**

1. You may request a list of Finalists after May 9, 2019 but before August 30th, 2019 by contacting the contest manager at [CF2030-external@google.com](mailto:CF2030-external@google.com).

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**END OF DOCUMENT**