**Verizon Climate Resilience Prize Terms & Conditions** 

### Official Rules

Entrants hereby confirm acceptance of these Official Rules and agree to be bound by them when entering this Contest.

### NO PURCHASE NECESSARY TO ENTER OR WIN.

- 1. General Overview of the Contest. Verizon Climate Resilience Prize (the "Prize") is a search for climate resilience solutions that have proven results and are ready to scale for greater impact. These Official Rules of the Prize (the "Official Rules") describe the manner in which the selection of projects for recognition will be conducted. As described in detail below, there are two separate vetting rounds where teams and individuals from Verizon, GreenBiz Inc. ("GreenBiz"), Resilient Cities Network ("R-Cities"), and other program partners will assess each project based on a set of criteria and rubric. The application process will be administered by GreenBiz.
- 2. Eligibility. The Prize is only available to corporate and non-profit entities organized under the laws of the United States with 2 or more employees. Employees, officers and directors of Verizon Corporate Services Group Inc. ("Verizon" or "Sponsor"), GreenBiz, Resilient Cities Network, and their respective parents, subsidiaries, affiliates, partners, dealers, agents, advertising and promotion agencies, and vendors who are related to the administration of the Prize are not eligible to enter.

Entrant (any entity that submits an application is referred to individually as an "Entrant") must comply with the applicable laws, decrees, regulations and guidelines of their jurisdiction, and Sponsor will have no obligation to change or modify any of the Official Rules or take any further action as a result of such laws, decrees, regulations or guidelines of their jurisdiction, except as is otherwise provided in the Official Rules.

We will look for the Entrant to show how their in-market solutions are increasing the capacity of social, economic, and environmental systems to cope with the hazardous

events and trends associated with climate change. Technology – including but not limited to 5G, edge computing, real-time IoT, AI, and XR – must be a central part of the solution to advance climate resilience.

# 1. How to Enter: Round 1 – Initial Prize Submission Round.

To apply for the Prize, <a href="https://www.greenbiz.com/verizon-prize">https://www.greenbiz.com/verizon-prize</a> (the "Prize Website") and click on "Apply now," follow all instructions to fill out an online submission form which includes a description of your initial submission and how it relates to the applicable impact area ("Prize Submission") via the form provided on the Prize Website. Entrants must read and agree to the Official Rules, and select the "Submit Entry" option.

- Entrant can submit their Prize Submission from 9:00 A.M. United States Eastern
  Daylight Time on March 7, 2023 through 11:59 P.M. United States Eastern
  Daylight Time on May 7, 2023. All submissions in all Rounds must be in the
  English language. All submissions relating to this Contest regardless of the
  Round are described here under as "Prize Submissions."
- 2. Sponsor reserves the right to cancel or modify this Prize in the event an insufficient number of eligible or satisfactory entries are received, and Sponsor further reserves the right to cancel or modify this Prize as a result of any applicable law, regulation, decree or guideline. If Sponsor decides to cancel or modify this Prize in accordance with these Official Rules, it will provide a notice of such cancellation or modification on the Prize Website at <a href="https://www.greenbiz.com/verizon-prize">https://www.greenbiz.com/verizon-prize</a>
- 3. By entering, each Entrant represents and warrants the following with respect to each Prize Submission they submit: (a) Entrant is the sole and exclusive owner of the Prize Submission and such Prize Submission is not subject to any claim of ownership by any third party; (b) the Prize Submission is Entrant's own creation and is 100% original; (c) the Prize Submission will not infringe on any intellectual property, proprietary, moral, or other rights of any third parties; (d) any third parties appearing in the Prize Submission have given Entrant appropriate consent to be used as permitted herein and Entrant will, upon the request of Sponsor, provide verifiable evidence of all such necessary consents obtained; (e) the Entrant has all appropriate rights to use, and to grant Sponsor the right to use, any third party content or technology used to develop or contained in the Prize Submission; (f) the Prize Submission and the Entrant's participation do not violate the rights of any third party or any local, state, provincial, national, non-

- U.S. or international law, including any right of publicity, right of privacy or any other proprietary right; (g) the Prize Submission does not contain the confidential information of any third party, and to the extent it contains Entrant's confidential information, such information immediately becomes non-confidential the moment Entrant submits the Prize Submission; (h) the Prize Submission is submitted by an employee of Entrant on Entrant's behalf who has the power to do so on behalf of the Entrant, and not on behalf of any third party.
- 4. All Entrants must provide and maintain a valid email address for the duration of the Prize. Sponsor is entitled to send any correspondence associated with this Prize by e-mail. Entrants are responsible for making sure that they can be reached by email. If an Entrant cannot be reached or fails to timely respond to an email, the Entrant may be disqualified or forfeit the remaining prize. Each Entrant may submit more than one (1) Prize Submission for distinct solutions. Receipt of Prize Submission will be acknowledged through the submission process. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Prize Submissions, which will be disqualified, or for problems of any kind whether mechanical, human or electronic which are beyond Sponsor's reasonable control. Only fully completed Prize Submission forms that address all questions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

### 2. Round 1 Selection Process

Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Prize Submissions that for any reason, including without limitation submissions deemed to be inappropriate, indecent, pornographic, obscene, violent, slanderous, libelous, defamatory, discriminatory, hateful, untruthful or inaccurate or in violation of any applicable law.

During Round 1, a panel of judges ("Judges"), selected by Sponsor in its sole and absolute discretion and the composition of which may vary in each Round, will evaluate and score the eligible Prize Submissions based on the Prize Criteria (as defined below). Prize Submissions that have been scored and deemed to meet the Prize Criteria, as determined by the Judges, in their sole and absolute discretion, will advance to Round 2 of the Review Process. Sponsor and the Judges reserve the right to either disqualify any ineligible Prize Submissions or to request that any Entrant re-submit a Prize Submission to conform to these Official Rules during Round 1, or within a time-frame communicated by Sponsor. Should any Entrant be asked to re-submit a Prize

Submission and fail to do so during Round 1 or within the time-frame and/or manner communicated by Sponsor, such Entrant may be disqualified in Sponsor's sole and absolute discretion.

Prize Submissions will be evaluated and scored by Judges using their sole and absolute discretion, based upon the following Prize Criteria (the order does not denote precedence of criteria):

- Climate Resilience Solution: Impactful solution, implementation, or value proposition that specifically targets climate-related risks and increases community resilience against climate change. The solution should also respond to shifting customer demand or unlock new business opportunities across the value chain.
- 2. **New Solution:** Implementation, or value proposition that creates a climate future we want to see.
- 3. **Impact:** Clear, demonstrated impact with specific metrics and organization has mitigated negative or unintended consequences of solution
- 4. Financial Model: Clear business model with ability to scale
- 5. **Traction & Market Opportunity:** Has a developed product or service with 2+ paying customers or projects and stands on its own commercially
- Team: Team includes experts or specialists in their field with a variety of backgrounds, including members of communities commonly excluded or marginalized
- 7. **Inclusive Design:** Incorporates inclusivity in every step of the design process, and thoughtfully works with frontline or marginalized communities

Entrants whose Contest Submissions are selected by the Judges, based on the above Prize Criteria, to advance to Round 2 of the Review Process will be notified by email on or about June 2023 (such date subject to change, in Sponsor's sole and absolute discretion, with reasonable notice of modified dates to be given on <a href="https://www.greenbiz.com/verizon-prize">https://www.greenbiz.com/verizon-prize</a>). The relevant Entrant must respond to such email notification within fourteen (14) calendar days or their Prize Submission(s) may be excluded from winning a prize or proceeding to the next Round of Review.

### 3. Round 2- Interview

During Round 2 of the Review Process, Prize Entrants selected by the Judges from Round 1 will have the opportunity to be interviewed about their Prize Submissions. Verizon reserves the right to define subject matter experts as both Verizon employees as well as outside experts in their respective field of the Prize Submission. Entrants may also be requested to submit supplemental information.

### 4. Selection.

From the Round 2 Prize Submissions (the "Prize Finalists"), the Judges will select the Winners, who will be awarded from a pool of \$500,000 cash. Prize winners will be notified in late July 2023. Final Judging Criteria: The Prize Finalists will be evaluated and scored by the Judges, using their sole discretion, based upon the following criteria ("Final Judging Criteria"):

- 1. Alignment with <u>Citizen Verizon</u> corporate strategy
- 2. Ability to have a positive technological impact
- 3. Team and revenue assessment

### 5. Prizes.

Four (4) Entrants will be selected to receive a cash prize of \$125,000 (\$500,000 divided equally four ways) and post-prize consulting support. For the purposes of these Official Rules, "Winner" means any entity selected to receive a prize. Prizes are non-transferable. No substitution or cash redemptions if applicable.

Prize funds will be administered directly to each Winner from GreenBiz.

Prize Winners further agree that Sponsor shall have exclusive third-party commercial marketing rights with respect to the Prize Submission, until one year from the date the Prize winners are announced, and will not assist or permit any third party to distribute, display or perform any marketing materials involving the Prize Submission prior to one year from the end of the Prize.

TAXES: AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GreenBiz ALL DOCUMENTATION REQUESTED BY GreenBiz TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL OR OTHER TAX REPORTING LAWS OR REGULATIONS IN THE UNITED STATES. ALL PRIZES WILL BE NET OF ANY TAXES GreenBiz IS REQUIRED BY LAW TO WITHHOLD. TO THE

EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential Winners must submit tax documentation requested by GreenBiz or otherwise required by applicable law, to GreenBiz or a representative for GreenBiz or the relevant tax authority, all as determined by applicable law. The potential winners are responsible for ensuring they comply with all applicable tax laws and regulations and filing requirements, and other requirements relating to the awarding and receipt of a prize or cash in a contest or promotion. If a potential Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may award the prize to the Entrant submitting the Final Proposal with the next highest score.

### 6. Notification of Winners.

Winners will be notified by email or telephone in **late July 2023** and will be required to sign and return an Affidavit of Eligibility (or similar document) and/or Liability/Publicity Release within fourteen (14) calendar days of prize notification. Additionally, Sponsor will require the submission of a W9 from all winning entrants.

Winners to obtain releases or appropriate licenses from any and all third parties appearing in, or in relation to third party content used in or in connection with, any and all materials associated with their Prize Submission. If any Winner cannot be reached within fourteen (14) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any Winner rejects his/her prize, or in the event of noncompliance by the Winner with these Official Rules or any other applicable law, rule or regulation, such prize will be forfeited and may be awarded to the Prize Finalist with the next highest score. Upon prize forfeiture, no compensation of any nature shall be given.

# 7. Intellectual Property Rights.

As between Entrant and Sponsor, Entrant shall retain ownership in and to the Prize Submission, including all intellectual property rights related thereto. By entering this Contest, Entrant hereby grants Sponsor, its affiliates, subsidiaries, parents, and agents, an irrevocable, worldwide, sub-licensable, transferable, royalty-free, and non-exclusive license under Entrant's Prize Submission and all intellectual property rights related thereto to use, copy, publish, modify, distribute, create derivative works of, execute,

and publicly display Entrant's Prize Submission (including all ideas, expressions, and other materials) in whole or in part, without prior review, payment, compensation, or additional consent by Entrant, as part of the Contest, including but not limited to the administration of the Contest, for the evaluation of the Prize Submission, and in advertising and publicity related to the Prize. In granting this license, Entrant understands and agrees that Sponsor is under no obligation to exercise any of its rights, licenses and privileges herein granted. Entrant hereby agrees to do such other things and execute such other documents as may be reasonably requested in order to allow the Sponsor to make such use of, and exercise such rights over, their Prize Submission.

By making a Prize Submission, Entrant acknowledges and agrees that Sponsor and its designees (i) are continually and independently of the Contest and Entrant's Prize Submission working on creating, developing, improving upon and expanding Sponsor's product and service offerings, including supporting technology, networks, software, and systems, and may already be developing or may develop in the future products, services, technology, networks, software, and systems that are similar or identical to the Prize Submission, and (ii) may receive Prize Submissions from other Entrants that may be similar or identical to the Prize Submission by Entrant. By entering this Contest, Entrant hereby releases Sponsor, its affiliates, subsidiaries, parents, and agents for use of Entrant's intellectual property rights related to the Prize Submission, and hereby agrees not to sue Sponsor, its employees, directors, affiliates, subsidiaries, parents, agents, successors and assigns for any actual or alleged infringement or misappropriation by any Sponsor product, service, technology, network, software, or system of Entrant's intellectual property rights related to the Prize Submission. Furthermore, Entrant hereby waives any and all claims Entrant may have had, may currently have, and/or may have in the future related to Sponsor's review, acceptance, and/or use of the Prize Submission, and agrees that Sponsor is under no obligation to review, use, or in any way process Entrant's Prize Submission, regardless of the status indicated on the Prize Website.

Entrant acknowledges and agrees that its Prize Submission will not be held as confidential information and to the extent that the Prize Submission contains Entrant's confidential information, such information immediately becomes non-confidential upon Entrant's submission of a Prize Submission. Entrant grants Sponsor the right to review Entrant's Prize Submission and to have the Judges (as defined herein) review Entrant's

Prize Submission. Entrant also grants to Sponsor the right to post Entrant's Prize Submission, including the short description of the submission, and any photo or video that entrant submits on the Prize Website and Entrant agrees that visitors to the Prize Website have the right to access the information in accordance with the Terms of Service of the Prize Website.

Entrant agrees that entering the Contest may impact Entrant's legal rights, including, but not limited to, Entrant's ability to obtain patent rights, copyright registration, trade secret protection, or other intellectual property or proprietary rights with respect to the information disclosed in the Prize Submission. Entrant must seek its own legal counsel prior to entering the Contest or submitting a Prize Submission, and agrees that Sponsor has not induced Entrant to enter the Contest, and is not responsible or liable to Entrant for any loss of right suffered by Entrant for having entered the Contest.

Entrant agrees that nothing in these Official Rules grants Entrant a right or license to use any name, trademarks or service marks owned by Sponsor or any of its affiliates, including "Verizon" and "Verizon Wireless." Entrant grants to Sponsor the right to include Entrant's company name as an Entrant on the Prize Website and in materials related to Sponsor's promotion of the Prize. Other than these uses, Entrant does not grant Sponsor any rights to Entrant's trademarks.

Submission of an entry does not obligate the Sponsor or any affiliate to enter into any business relationship with an Entrant.

## 8. Conditions.

Sponsor shall not be liable or responsible in the event Prize Submissions are not used (whether in whole or in part) for any reason. Any and all federal, state, provincial and local taxes are the sole responsibility of the Winners. Entrant acknowledges and agrees that participation in this Contest and Sponsor's activities in and relating to this Contest are not and do not create any confidential, fiduciary, employment, agency or other special relationship between Entrant and Sponsor. For the avoidance of any doubt, Entrant further affirmatively consents to Sponsor's right, in its sole discretion, to use, without compensation, Entrant's and Entrant's team member's name, likeness, biography and other information about Entrant and Entrant's team members in connection with any use of the Prize Submission Entrant submits. Participation in the Prize and acceptance of a prize constitutes each Winner's permission for Sponsor to

use Entrant's and each Entrant's team member's name, address (city and state/province/territory), likeness, photograph, picture, portrait, voice, biographical information, Contest Submission and/or any statements made by each Winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, Entrant and each Entrant team member agrees to release, indemnify and hold harmless Sponsor, its parents, subsidiaries and affiliates, and the employees, officers and directors of the foregoing, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.

### 9. Additional Terms.

By entering the Contest, Entrant fully and unconditionally agrees to be bound by these Official Rules and the decisions of the Judges, which will be final and binding in all matters relating to the Prize. To the fullest extent permitted by law, Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for any of the following: technical, hardware, software, telephone or other communications malfunctions, typographical or other errors in printing, offering, or description of any prize or in any other materials produced in connection with the Contest, failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. If for any reason, including infection by computer virus, bugs, non-authorized human intervention, fraud or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest, Sponsor reserves the right at its sole and absolute discretion to cancel, terminate, modify or suspend the Prize. In addition, if Sponsor determines, in its sole and absolute discretion, that

the Prize should not or cannot run as planned, Sponsor may cancel, terminate, modify or suspend the Prize. If Sponsor decides to cancel, terminate, modify or suspend this Prize in accordance with these Official Rules, it will provide a notice of such cancellation, termination, modification or suspension on https://www.greenbiz.com/verizon-prize . Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Contest or Prize Website. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole and absolute discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated guick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, Sponsor reserves the right to cancel, terminate or modify the Prize or any provision of these Official Rules, or shall have the right to have that determination not affect the remainder of these Official Rules, which shall be construed in accordance with their terms as if they did not contain the invalid or illegal provision. All decisions of Sponsor related to the Prize are final and binding. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

# 10. No Obligation.

Entrant acknowledges that multiple participants may submit Prize Submissions that contain concepts or technologies similar to his or her Prize Submission and that Sponsor, its respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors may already be pursuing technologies that are related or similar to those that Entrant disclose in its Contest Submission. Entrant acknowledges and agrees that Sponsor's action with respect to another Prize Submission, even if similar to Entrant's Prize

Submission, shall not create in Sponsor any liability to Entrant or others. Further, Sponsor is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that Sponsor sees fit, independent of Entrant and at Sponsor's sole discretion, any technology or innovation that is created independent of Entrant's Prize Submission. For the avoidance of doubt, Entrant acknowledges that Sponsor is not obligated to take any action whatsoever with regard to Entrant's Prize Submission.

# 11. Use of Data/Governing Law.

Sponsor will be collecting, maintaining and using personal data and/or information about Entrant and their employees, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <a href="https://www.verizon.com/about/privacy/">https://www.verizon.com/about/privacy/</a>. By participating in the Prize, Entrant hereby agree to Sponsor's collection and usage of their employee's personal information and acknowledge that they have read and agree to Sponsor's privacy policy. Except as otherwise required by law, Sponsor and Entrant agree that the Federal Arbitration Act and the substantive laws of the state of New Jersey, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of the Prize. UNLESS ENTRANTS AND VERIZON AGREE OTHERWISE, ENTRANTS AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN AN ARBITRATION COURT LOCATED IN THE STATE OF NEW JERSEY FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THESE OFFICIAL RULES OR TO THE CONTEST. Except as otherwise required by law, including state laws relating to consumer transactions, any cause of action or claims Entrant may have with respect to the Contest must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

Additionally contact information such as name, email, phone number and company name will be shared with them for the purposes of sharing upcoming opportunities and resources.

## 12. List of Winners.

For the names of the winners, please visit https://www.greenbiz.com/verizon-prize shortly after the winners have been announced.

# 13. Sponsor.

Verizon Corporate Services Group Inc., One Verizon Way, Basking Ridge, NJ 07920 NO PURCHASE NECESSARY TO ENTER OR WIN. Contest starts at 9:00 A.M. United States Eastern Daylight Time on March 7, 2023 and final time for entry is 11:59 P.M. United States Eastern Daylight Time on May 7, 2023. Void where prohibited and restricted by law. Total approximate retail value of all prizes awarded: \$500,000 USD. For official rules, go to https://www.greenbiz.com/verizon-prize.