

BEIJING CLEANTECH HACKATHON

HACKATHON PARTICIPATION AGREEMENT

SPONSORS AND ORGANIZERS:

The Beijing Cleantech Hackathon (the “Hackathon”) to be held starting on October 20, 2018 and ending on October 21, 2018 is sponsored by Mobike, Meituan, and GIZ (collectively “the Sponsors”). The event Co-organized by Beijing Energy Network (“BEN”) and New Energy Nexus (“NEN”) (collectively “the Organizers”).

HACKATHON OBJECTIVE:

The Hackathon will bring together talented students, professionals, developers, designers and entrepreneurs to develop solutions to the key energy, environment, and transport challenges facing China. The competition is a business case competition and does not require proprietary code or technology development but does not preclude it. Solutions developed during the Hackathon can help to promote new business models, strategies, or technologies towards improving sustainability. The Sponsors have defined challenges around the Hackathon’s Three Pillars of Sustainability:

- **Clean Energy**
How to promote growth of clean, distributed energy solutions?
- **Sustainable Mobility: Mobike**
How to promote recycling in food delivery on college campuses?
- **Circular Economy: Meituan**
How to improve environmental footprint of shared bikes?

APPLICANTS:

Applicants must select the Pillar they wish to participate in upon application. Application fee is 100 RMB per participant and goes to cover the expenses of the event, including food, beverage, and other resources consumed by participants. Application fees are not refundable. Participants may apply as a team (see “TEAMS” section below) or as individuals. Participants applying as a team must each individually pay the application fee. Individuals will be assigned to teams after application and must be open to the team assignment made by the Hackathon Organizers. Teams smaller than four people may be assigned individuals after application and must be open to the assignments made by the Hackathon Organizers.

Participants of this Hackathon must be 18 years or older, or have reached the age of majority in the relevant jurisdiction. Participation in the Hackathon is open to all who qualify in age, and approval of application is based on first come, first serve basis. Participants are capped at 100.

TEAMS:

Teams of up to 5 are allowed. All members of your team must meet the eligibility criteria contained in this Participation Agreement. If any member of your team is ineligible or otherwise fails to comply with this Participation Agreement, the team as a whole may be disqualified in the Sponsors’ or the Organizers’ sole discretion. Each team is solely responsible for its own cooperation and teamwork. The Sponsors’, Organizers’ and other relevant stakeholders will not

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officialiate any dispute between members regarding their conduct, participation, cooperation, contribution, prize sharing or intellectual property ownership.

COMPETITION:

There are three pillars, each with its own challenge and up to a total of SIX teams competing in each pillar. Each pillar has two rounds of competition. Teams have 24 hours starting from 10 am of the first day of the Hackathon to fully develop their Submissions. On the second day of the Hackathon, Round 1, all six teams will give 5 minutes pitches on their Submissions to the Judges. THREE teams will be eliminated after Round 1. In Round 2, the THREE remaining teams will give 10 minutes pitches on their Submissions to the Judges. For each pillar, there will be one First Place Winner, and one Runner-up.

SUBMISSION:

All participants may create projects from scratch at the beginning of the event or come in with pre-built projects. Only one project Submission per team. Code or Technology is not required for submissions, but is not banned either. Winning teams (if code is submitted as part of project) may be subject to a code-review at some point following the event or immediately before winners are announced. The code check will only apply for winners. All teams must complete their business case proposals and/or prototype technology before the end of the "Hackathon Period," which is the 24-hour period beginning at approximately 10:00 am on the Hackathon Start Date.

INTELLECTUAL PROPERTY

Participants own the rights to Technology they create or bring to use at the Hackathon. "Technology" means, but may not be limited to, original content (including pictorial, audio and audio-visual content), unique design (including images, art, music, and graphics), proprietary code, specifications, technical information, algorithms, SFX, data, and any other information or materials protected by intellectual property law. "Original" and "unique" are used to denote the difference between content and design that is created by the participants with copy-righted branding, versus content and design of a general nature. This includes any Technology created directly by the participants or acquired ownership from a third party, or that which may rely on binding written statements by the third party that owns or has the right to license the Technology indicating the participants' authorized use of that Technology in the manner they intend to use it. The Sponsor has the right to disqualify participant(s) if they have any reason to believe that participant has violated the terms of this paragraph.

Participants may bring to the Hackathon any pre-developed or licensed Technology to use in the competition, provided that such Technology meets the requirements of the above paragraph. The Sponsor does not own the rights to any Technology that was developed prior to or during the Hackathon but used in the competition. However, Sponsors are not liable for future business strategies that may appear to resemble general ideas presented at the Hackathon.

By participating in the Hackathon, the Sponsor may receive access to certain proprietary software, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audio-visual content owned by the Organizers, other Sponsors or their affiliates, partners or licensors. The Sponsor does not have the right to disseminate, claim, or use any of this

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intellectual property unless explicitly granted approval by the owner. The Sponsor's Technology, proprietary software, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audio-visual content, is similarly protected.

The Hackathon will be recorded, with photography and video. All participants, agents of the Sponsors, agents of the Organizers, Mentors, Judges, and Other Stakeholders agree to release of their images from the event. Submissions of presentations for the competition will also be published online and content may be used or redistributed by Sponsors and Organizers in publicity, media outreach, and promotional other activities for the Hackathon. Given this, participants should, at their own discretion, chose how much Technology they will disclose in their submissions.

AGREEMENT. Please review carefully.

Your team's proposal and/or prototype and any other materials submitted in connection with the Hackathon will be referred to herein as your team's "Submission."

MENTORS AND OTHER STAKEHOLDERS:

Participating on-site at the Hackathon will also be Mentors who will guide workshops, provide training and/or other support need by participants. Mentors can only provide information that is approved by the Sponsors and Organizers, and must provide equal amounts of support to all competing teams and should not discriminate in any way that is not in compliance with this Agreement. There may also be on-site Other Stakeholders, including observers, media, etc. Mentors and Other Stakeholders cannot actively participate in the making of the actual competition Submissions, including but not limited to writing proprietary code, creating designs, or other Technology for the competition participants. Mentors and Other Stakeholders are only to be observers and/or provide unbiased support to participants.

JUDGING:

Each submission will be scored in each round based on the following criteria with a minimum score of 0 and maximum score of 30 points, with the final score being the average of the judges' scores:

- **Feasibility** (5 points): How technically feasible is this idea? Is there potential for a sustainable business model?
- **Sustainability** (5 points): How effectively can the idea address the environment, energy, or transport challenge in China?
- **Originality** (5 points): How original, creative or unique is the idea?
- **Scalability** (5 points): How scalable is the solution? Will it make an impact?
- **Applicability** (10 points): Is the solution relevant and applicable to the Pillar Sponsor's stated challenge parameters, business goals, and key performance indicators?

Each Submission will be scored in each round based on the following criteria with a minimum score of 0 and maximum score of 30 points, with the final score being the average of the judges' scores.

Judges are subject to change in the Sponsors' and/or Organizers' discretion. A judge may elect to recuse him or herself from evaluating a Submission, or the Sponsors may require a judge to

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recuse him or herself from evaluating a Submission, if, in the judge's or the Sponsors' discretion, it would not be appropriate for the judge to evaluate a participant's Submission because of a past or current relationship with the participant. Recusal decisions are final and not subject to appeal.

WINNER ANNOUNCEMENT AND VERIFICATION:

Potential winners will be announced shortly after the two Judging Rounds. The Sponsors and/or the Organizers may take any actions necessary to verify a team's compliance with this Participation Agreement before awarding a Prize, including, without limitation, engaging a third party vendor to evaluate the prototype software code and/or requiring a team to provide evidence of permission to use certain third party materials. You understand and acknowledge that even though your team may be announced as a winner, if your team's compliance with this Participation Agreement cannot be verified to the satisfaction of the Sponsors or the Organizers, the Sponsors or the Organizers will select an alternate winner with the next highest score based on the same judging criteria.

PRIZES:

	Pillar 1: Clean Energy	Pillar 2: Efficient Mobility	Pillar 3: Circular Economy
First Prize	6,000 RMB in cash or cash equivalent + _____	6,000 RMB in cash or cash equivalent + _____	6,000 RMB in cash or cash equivalent + _____
Runner-up	1,000 RMB in cash or cash equivalent + _____	1,000 RMB in cash or cash equivalent + _____	1,000 RMB in cash or cash equivalent + _____

PRIZE CONDITIONS:

All Prize details will be determined by the Sponsors in their sole discretion. The Sponsors reserve the right to substitute a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of any Prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner. If a Prize is unclaimed within a reasonable time after notification from the Sponsors, as determined by the Sponsors in individual discussions with winners, it will be forfeited, and if time permitting, an alternate winner may be selected from the remaining eligible Entries at the Sponsors' sole discretion.

YOUR SUBMISSION MUST:

- Adhere to the terms of service per this agreement and the rules stated at the beginning of the Hackathon;
- Not breach the terms and conditions of any embedded software or services you may use;
- Not contain any malicious code or backdoors;
- Not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by the Sponsors and Organizers in their sole discretion);
- Not contain, depict or refer to any content which disparages or refers negatively to the Sponsors, the Hackathon, the Organizers, and/or any other person or entity (all as

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- determined by the Sponsors and the Organizers in their sole discretion); and
- Not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).

DISQUALIFICATIONS:

Your team's Submission may be disqualified if the Sponsors or Organizers have any reason to believe, in the Sponsors' or Organizers' sole discretion, that your Submission (a) contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive; (b) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Submission; (c) infringes any third party intellectual property rights; (d) violates any applicable law or (e) violates or does not comply with any section of this Participation Agreement.

You and/or your entire team may be disqualified for any of the following actions, with or without warning, at the Sponsors' or the Organizers' sole discretion: (i) verbal abuse of another participant or Hackathon staff and/or other stakeholders; (ii) inappropriate touching or harming of another participant or Hackathon staff and/or other stakeholders; (iii) breach of the Hackathon Participant Agreement or any other agreement entered into in connection with the Hackathon; (iv) violation of or non-compliance with any section of this Participation Agreement or (v) violating the spirit of the Hackathon. If the Sponsors or Organizers have reason to believe that you or your team has compromised the integrity or the legitimate operation of this Hackathon, or has attempted to compromise the integrity or the legitimate operation of this Hackathon, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way, you and/or your team may be asked to leave. If during the Hackathon, any Hackathon staff has reason to believe that your health is in danger, you may be required to discontinue your participation in the Hackathon and asked to seek immediate medical assistance. Your teammates, if any, may continue participating in the Hackathon if they so choose.

All disqualification decisions are final and not subject to appeal.

CODE OF CONDUCT:

Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention.

Photography is encouraged, but other participants must be given a reasonable chance to opt out from being photographed. If they object to the taking of their photograph, comply with their request. It is inappropriate to take photographs in contexts where people have a reasonable expectation of privacy (in bathrooms or where participants are sleeping).

Participants asked to stop any harassing behavior are expected to comply immediately. As this is a Hackathon we like to explicitly note that the hacks created at our Hackathon are equally subject to the anti-harassment policy.

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Sponsors, Organizers, Mentors, and/or Other Stakeholders (including media, observers, etc.) are also subject to the anti-harassment policy. In particular, Sponsors Organizers, Mentors, and/or Other Stakeholders should not use sexualized images, activities, or other material.

Representatives of the Sponsor, Organizers, Mentors, and/or Other Stakeholders (including volunteers) should not use sexualized clothing/uniforms/costumes, or otherwise create a sexualized environment.

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of Hackathon staff immediately. Hackathon staff will be happy to help participants contact any local security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the hackathon. We value your attendance.

If a participant engages in harassing behavior, the Hackathon organizers may take any action they deem appropriate, including warning the offender or expulsion from the Hackathon with no refund (if applicable). We expect participants to follow these rules at Hackathon and workshop venues and Hackathon-related social events.

ADDITIONAL TERMS:

The failure of the Sponsors and/or Organizers to comply with any provision of this Participation Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsors and the Organizers (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of this Participation Agreement. The Sponsors and/or Organizers assume no responsibility for any injury or damage to your or any other person’s computer, cell phones or any other devices relating to or resulting from downloading materials or software in connection with the Hackathon. The Sponsors and/or Organizers are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Submission information; for errors in any promotional or marketing materials or in this Participation Agreement; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Sponsors and/or Organizers reserve the right to cancel, modify, or suspend the Hackathon or any element thereof (including, without limitation, this Participation Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Participation Agreement). The Sponsors and/or Organizers may prohibit any entrant or potential entrant from participating in the Hackathon, if such entrant or potential entrant shows a disregard for this Participation Agreement; acts with an intent to annoy, abuse, threaten, or harass any other entrant, the Sponsors, the Organizers, or the Sponsors’ or Organizers’ agents or representatives; or behaves in any other disruptive manner (as determined by the Sponsors in its sole discretion.)

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BEIJING ENERGY NETWORK AND/OR NEW ENERGY NEXUS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE HACKATHON OR THESE HACKATHON RULES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS SPONSORS, ORGANIZERS AND THEIR EMPLOYEES, OFFICERS, AFFILIATES, AGENTS, PARTNERS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THE HACKATHON RULES (B) ANY MISREPRESENTATION YOU MAKE UNDER THE HACKATHON RULES OR OTHERWISE TO BEIJING ENERGY NETWORK AND/OR NEW ENERGY NEXUS; (C) YOUR PARTICIPATION IN THE BEIJING ENERGY NETWORK AND/OR NEW ENERGY NEXUS HACKATHON; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

Signature:

Date:

Print Name:

Parent/Guardian Name:

Parent/Guardian Signature:

ORGANIZERS:

New Energy Nexus

Beijing Energy Network