

## **The Super Happiness Challenge Official Rules**

The Super Happiness Challenge Competition (“Competition”) is sponsored by HeHa Digital Health Limited (“Sponsor”) and is administered by Singularity University (“Administrator”), [Building 20 S. Akron Rd., Moffett Field, CA 94035].

### **1. Competition Period**

Phase I of the Competition begins at 9:00 AM Pacific Time (“PT”) on May 22, 2017 and ends at 11:59 PM PT on August 17, 2017 (“Challenge Period”). 15 Semi-finalists per track will be selected to move onto Phase II to submit the second application to provide additional information. Phase II of the Competition begins at 9:00 AM Pacific Time (“PT”) on September 1<sup>st</sup> and ends at 11:59 PM on September 22<sup>nd</sup>. 5 winners per track will be selected and invited to a live pitch event.

Entry into the Competition does not constitute entry into any other challenge or promotion, including, without limitation, other similar challenges or promotions offered by Sponsor and/or Administrator. By participating in the Competition, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, Administrator, and/or the individual judges (as applicable), which shall be final and binding in all respects.

### **2. Eligibility**

The Competition is open only to an Entrant defined as (a) any organizational entity that operates lawfully anywhere in any country or territory except for Iran, Sudan, Syria and Ukraine (or any other country or territory at the sole discretion of the Sponsor as it deems fit and (b) teams (whether individuals participating alone or groups of 2 or more) who are 18 years old or older as of their time of entry. Employees of Sponsor, Administrator, each of their affiliates, and/or any other individual or entity associated with the development, judging, or administration of the Competition as well as members of such persons' immediate families (spouses, children, siblings, parents), and persons living in the same household as such persons, whether or not related, are not eligible to participate in the Challenge.

For startup track, there is a limit of one (1) application per entrant, per incorporated entity or unincorporated group during the application period. If more than one (1) application is received from incorporated entity or unincorporated group, only the first application received will be considered valid. For idea track, multiple entries are allowed.

### **3. How to enter:**

To enter, visit [superhappinesschallenge.com](http://superhappinesschallenge.com) (collectively, “website”) during the application period and follow the directions to complete the application. For idea track, you should enter as individual. For startup track, you may enter either alone or as part of a team. Each team member must be clearly identified on the team's Official Entry Form to be eligible. Each Submission entered into the Competition must meet the "Submission Requirements" described

by the challenge Sponsor (any Submission that, in Sponsor's sole discretion, violates the following criteria will be disqualified). Once a Submission is made in each phase, a team is prohibited from making any changes or alterations to the product described in its Submission until the evaluation of the entries is completed. Entrants acknowledge that Submissions submitted as part of the Competition will be considered by Sponsor and Administrator as non-confidential disclosures.

By entering, each entrant warrants and represents the following with respect to its application: (a) the application is 100% original and entrant owns the creation; (b) the application will not infringe on any rights of any third parties; and (c) entrant has not and will not take any action that interferes the right granted to Sponsor under these official rules.

Submissions must be received during the Competition Period to be eligible. No new Submissions to the Competition will be accepted once the Competition Period has ended. Administrator is the official timekeeper for the Challenge. In the event that a dispute regarding the identity of the individual or team who actually submitted the entry cannot be resolved to Sponsor's and/or Administrator's satisfaction, the affected entry will be deemed ineligible. All entry information and materials, including any copy of the Submission submitted to Sponsor, become the property of Sponsor and will not be acknowledged or returned. Proof of Submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor and Administrator shall have no liability for any Submission that is lost, intercepted, or not received by Sponsor and/or Administrator. Sponsor and Administrator assume no liability or responsibility for any error, omission, interruption, deletion, theft, or destruction or unauthorized access to, or alteration of, Submissions.

#### **4. Sponsor's IP and General Entry Terms:**

Sponsor grants each entrant that enters the Competition a limited, revocable, non-sublicensable license to use Sponsor's name, copyright, trademarks (registered or unregistered), and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Competition. Each entrant is not permitted to make any further use of Sponsor's IP for any purpose whatsoever in anywhere. In addition, each entrant recognizes that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and the entrant agrees that it has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to the entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Each entrant agrees that the use of Sponsor's IP is permitted only for the purpose of making an Application in this Competition and that any use of Sponsor's IP (whether in the entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor and undertake to indemnify the Sponsor.

Entrant acknowledges that, by acceptance of its submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than entrant. Nothing in these Official Rules will be construed as a

representation or agreement that Sponsor will not develop or have developed products, concepts, systems, ideas, strategies, or techniques that are similar to or compete with the products, concepts, systems, ideas, strategies, or techniques contemplated by or embodied in any submitted materials or Application.

Each entrant retains ownership of its Application. Each entrant hereby grants the Sponsor, Singularity University and Nest an irrevocable, royalty free, non-exclusive and non-transferable license to use the name, tradename and logo (collectively the 'Marks') worldwide in connection with the reporting, marketing and promotional purposes of The Super Happiness Challenge and The Project HeHa (collectively the 'Promotions'). Each entrant consents that the Sponsor, Singularity University and/or Nest may take photographs, videos and/or conduct and record interviews of entrants during the Pitch Competition, if selected. Entrants hereby expressly permit the Sponsor, Singularity University and/or Nest to use such photographs, videos, overviews and/or interviews for Promotion PROVIDED that if any of entrants' technology or know-how involved in their work is featured in any of such photographs, videos, and/or interviews, the Sponsor, Singularity University and/or Nest shall obtain the entrant's written consent before disclosing such photographs, videos and/or interviews publically.

Once an Application is entered into the Competition, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Each entrant represents, understands, and acknowledges that it will not be paid for or receive any form of compensation or royalty (other than a prize stated herein if selected as a winner) in exchange for granting sponsor the non-exclusive license rights or for any subsequent use of such entry by sponsor. If requested, the entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights the entrant is granting to use the Application.

## **5. Winner selection/evaluation criteria**

All eligible applications will be judged by a panel of industry experts. The judges will select (15) semi-finalists per track to move to Phase II for second application. Then five (5) semifinal winners with the highest scores on their applications in Phase II will be invited to the live Pitch day. The final prizes winners will then be determined after the live pitch day.

Criteria for selecting the 15 semi-finalists and 5 semifinalist winners per track:

- Idea track: Wow factor, Feasibility, Potential of Impact, Creativity
- Startup track: Wow factor, Degree of innovation and creativity, Strength of Presentation, Potential of Impact, Scalability, Team strength, Feasibility of implementation, Traction

Criteria for selecting the final winners on the live pitch day:

- Idea track: Wow factor, Feasibility, Strength of Presentation, Potential of Impact, Creativity

- Startup track: Wow factor, Degree of innovation and creativity, Strength of Presentation, Potential of Impact, Scalability, Team strength, Feasibility of implementation, Traction

The evaluation criteria are to be applied in the sole discretion of Sponsor and the individual reviewers. By participating in the Challenge, each Entrant into the Competition acknowledges and agrees that such evaluations may differ from person to person and agrees to be bound by and not challenge the final decisions of Sponsor and the individual reviewers.

## **6. Prizes**

Recognition and prizes will be distributed as follows: (the winners shall agree to provide bank account information to Sponsor to arrange payment of the prizes):

- Idea Track
  - Grand Prize US\$35,000
  - Runner Up US\$10,000
  - Finalists (3): US\$5,000
- Startup Track
  - Grand Prize: US\$25,000 cash and the opportunity for an investment, subject to terms and conditions hereinbelow\*.
  - Runner Up US\$10,000
  - Finalists (3): US\$5,000
- Winners in the Idea track and startup track (up to 2 people per team) will be covered by flight and hotel accommodation for 3-day/2-night trip to San Francisco to attend and participate in the Pitch Competition on October 20, 2017
- A pitch training session will be conducted by Singularity University

\*the opportunity for receiving the investment, if any, shall be subject to absolute sole discretion of the Sponsor. The Sponsor shall have the priority to be the first investor of the winner of startup track within three (3) months after the date of October 20<sup>th</sup>, 2017. If the Sponsor decides to invest (subject to subsequent negotiation of term sheet and further mutual agreement between the Sponsor and the winner), the investment sum shall be in the range of US\$100K to up to US\$1 Million at the sole discretion of the Sponsor.

## **7. Limitation of Liability**

By participating in this Competition, each entrant agrees that the Competition Entities, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees, and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any

computer, telephone, satellite, cable, network, electronic, or Internet hardware or software malfunctions, failures, connections, or availability; or garbled, corrupt, or jumbled transmissions, service provider/Internet/website/use net accessibility, availability, or traffic congestion; or any technical, mechanical, printing, typographical, or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website's users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Competition and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to any Competition-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Competition and/or accepting a prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism, or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

By entering the Competition, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of its/his/her rights to bring any claim, action, or proceeding against any of the Released Parties in connection with the Competition; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs, and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Competition, including but not limited to any Competition-related activity or element thereof, and the submissions, participation, or inability to participate in the Competition, (b) the violation of any third-party privacy, personal, publicity, or proprietary rights, (c) typographical or printing errors in these Official Rules or any Competition materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence, or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, threatened, or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Competition, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information, or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile

device, computer timing, and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Competition, any other Competition-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to the entrant's (or any third person's) equipment used to access the Competition and/or its contents related to or resulting from any part of the Competition, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable, or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged, or destroyed prize (or any element thereof), or (p) the negligence or willful misconduct by an entrant.

If, for any reason, the Competition is not capable of running as planned, or the integrity or feasibility of the Competition is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Competition and/or proceed with the Competition, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification, or suspension without any further obligation provided a sufficient number of eligible submissions are received. If Sponsor, in its discretion, elects to alter this Competition as a result of a Force Majeure event, a notice will be posted at [www.superhappinesschallenge.com](http://www.superhappinesschallenge.com).

Without limiting the foregoing, everything regarding this Competition, including any website and prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

## **8. Disputes**

This competition is governed by, and will be construed in accordance with, the laws of Hong Kong Special Administrative region, and the forum and venue for any dispute shall be subject to non-exclusive jurisdiction of the Hong Kong courts.

## **9. Privacy policy**

Any personally identifiable information collected during participation in the competition will be collected by Sponsor or designee and used by Sponsor, its affiliates, designees, agents, and marketers for purposes of (1) the proper administration and fulfillment of the Competition as described in these Official Rules and in accordance with Privacy Policy of the respective supporters as designated by the Sponsor from time to time as stated at its website; (2) sending any material in whatever channel (including but not limited to email, mail, whatsapp etc) used by the Sponsor or designee in respect of introducing potential investment opportunities, subject to the relevant terms and conditions of such potential investment opportunities.

## **10. Publicity Rights**

By participating in the Competition and/or accepting a prize, each entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Competition, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on television (including live television), radio, and Internet, without notice, review, or approval and without additional compensation except where prohibited by law.

## **11. Natural of relationship/waiver of equitable relief**

Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Competition Entities is not a confidential, fiduciary, or other special relationship, and that the entrant decision to provide the Application to Sponsor for purposes of the Competition does not place the Competition Entities in a position that is any different from the position held by members of the general public with regard to elements of the Application. Each entrant understands and acknowledges that the Competition Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant acknowledges and agrees that the Competition Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Application or business plan. Finally, each entrant acknowledges that, with respect to any claim by the entrant relating to or arising out of a Competition Entity's actual or alleged exploitation or use of any Application or business plan or other material submitted in connection with the Competition, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

## **12. No Obligation To Use**

Sponsor shall have no obligation (express or implied) to use any Application or business plan, or to otherwise exploit any Application or business plan or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Application or business plan or investment for any reason, with or

without legal justification or excuse, and the entrant shall not be entitled to any damages or other relief by reason thereof.

### **13. Dates & Deadlines/Anticipated Number of Entrants**

Because of the unique nature and scope of the Competition, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Competition. Sponsor cannot accurately predict the number of entrants who will participate in the Competition.

### **14. Further Documentation**

If Sponsor shall desire to secure additional assignments, certificates of engagement for the Application or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

### **15. General**

This Competition is subject to all federal, state, and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Competition other than as described herein is void and will result in disqualification, and if such entrant is selected as a potential winner, revocation of the prize. If it is discovered or suspected that a person or entity has registered, entered, or attempted to register or submit more than one (1) Application using multiple email addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's/entity's Applications will be declared null and void and that person/entity will not be awarded any prize that he/she/it might have been entitled to receive and such prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any entrant found, in its sole and absolute opinion, to be tampering with the operation of the Competition, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Competition. Any use of robotic, automatic, macro, programmed, third-party, or like methods to participate in the Competition will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winning entrant, the winning entry will be declared made by the authorized account holder of the email address submitted on the registration form associated with such Application. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. If any provision of these Official Rules or any word,



phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Competition details contained in these Official Rules and the Competition details contained in any Competition promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging, and other promotional media), the details of the Competition as set forth in these Official Rules shall prevail.