

Visa® Everywhere Initiative – 2021 Global Edition

Terms & Conditions Revised June 4, 2021

The Visa Everywhere Initiative - 2021 Global Edition (“**Initiative**”) is a virtual engagement beginning 12:00 a.m. United States Pacific Time (“PT”) on February 9, 2021 and ending 11:59 p.m. PT on December 31, 2021 (“**Overall Submission Period**”) presented by Visa U.S.A. Inc. (“**Visa**”) that is designed to accelerate innovation by bringing together startups and fintechs (hereinafter, each shall be referred to as a “**Company**” or collectively as “**Companies**”) who create cutting-edge solutions involving Visa products (hereinafter, each shall be referred to as a “**Participant**” or collectively as “**Participants**”). Subject to the terms and conditions set forth below (“**Terms**”). The Initiative is governed by these Terms, is subject to all applicable laws, and is void to the extent prohibited or restricted by law. Visa may perform any of its activities or exercise any of its rights in connection with the Initiative, whether or not described in these Terms, directly or via one or more designees [which may include KITE Solutions Inc. (“**KITE**”), StartOut (“**StartOut**”) or TechCrunch (“**TechCrunch**”). Visa, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents, and designees shall collectively be referred to herein as the “**Visa Parties**”.

Objective

For 2021, the plan is to have an ‘always on’ style recruitment form that is live through December 2021. This form will not be specific to a program or region, but rather the intent to notify Participants about upcoming opportunities with Visa and/or Visa clients but also automatically get registered for the Initiative, which provides a great stage to demonstrate their ground-breaking solutions and get the attention their Company needs.

Overview

Participants must complete and submit an online registration during the Overall Submission Period detailing how Participant and Participant’s product(s) and service(s) create cutting-edge solutions involving Visa products (“the **Submission**”). Submissions received after the participant deadlines listed below (“**Participant Deadlines**”) will be considered for future opportunities but will not be eligible to participate in any of the virtual competitions and any awards for the 2021 Initiative as detailed herein. Based on a number of factors, including criteria described in Section 6 below and information gained from inquiries and discussions with Participants, Visa will determine a designated number of Regional-Finalists (each a “**Regional-Finalist**”) from each of the following regions as defined in Addendum A (each a “**Region**”):

Region	Participant Deadlines	Number of Regional-Finalists	Regional Finals
LATIN AMERICA	April 2, 2021	5 Regional-Finalists	June 23, 2021
CEMEA	April 9, 2021	1 Regional-Finalist - Ethiopia	May 10, 2021
	May 7, 2021	4 Regional-Finalists – Non-Ethiopia	June 8, 2021
NORTH AMERICA	May 14, 2021	5 Regional-Finalists* <i>*One of the Participants selected must meet the additional criteria of being deemed a minority-owned business whereby the Company is at least 51% owned, operated and controlled on a daily basis by one or more of the following ethnic minority and/or gender classifications: Black-Owned, Women-Owned, or LGBT-Owned.</i>	June 22, 2021
ASIA PACIFIC	June 4, 2021	5 Regional-Finalists	July 6, 2021
EUROPE	June 18, 2021	5 Regional-Finalists	July 19, 2021

Potential Regional-Finalists will be notified of their selection and be required to: (a) confirm within a specified timeframe that they will present virtually for their respective Regional Finals (see below for details of how these Regional-Finalists are determined) (the “**Regional Finals**”); and (b) agree to additional terms and conditions that will govern potential post-Initiative development of products, as appropriate based on the nature of the submission (the “**Post-Submission Materials**”). The Regional-Finalists will then be invited to present their Submissions virtually at the Regional Finals, at which time the Global-Finalists will be determined. Each of the five (5) Global-Finalists will then be invited to present their Submissions virtually at the Global Finals on September 14, 2021 (the “**Global Finals**”), at which time the First Award Recipient, Second Award Recipient, Third Award Recipient and Audience Choice Award Recipient will be determined. Award Recipients may also be invited to participate in one (1) or more mentoring meetings over the course of a year. Registering as a Participant in the Initiative does not mean that you will be invited or guaranteed the opportunity to participate in the Initiative as a Regional-Finalist or Global-Finalist.

Visa reserves the right, in its sole discretion and without prior notice, to adjust the number of Regional-Finalists or Global-Finalists, or to adjust any of the dates and/or timeframes stipulated in these Terms for any reason, including for purposes of verifying a participant’s compliance with these Terms, or as a result of technical problems, or in light of any other circumstances that, in Visa’s opinion, affect the proper administration of the Initiative as contemplated in these Terms.

You agree that you will not issue any press release or make any public statement or disclosure about the Initiative without Visa’s prior written consent, and that failure to comply with this may result in disqualification.

1. Agreement to Terms

By registering as a Participant, (a) you agree to comply with all applicable laws, these Terms, and any other guidelines or instructions provided to you by Visa in connection with the Initiative, (b) you represent and warrant that you have the authority to bind your Company and its members and shareholders to these Terms, and (c) you agree that all decisions of Visa and the Initiative’s judges (“**Judges**”) are final and binding on you, your Company, and its participants.

To the extent that there is any inconsistency between these Terms and any Initiative-related materials, including but not limited to social media, website content, and television, print, or online advertising, the Terms shall govern.

2. How to Submit

You may register as a Participant for the Initiative by following the instructions at <https://visaeverywhere.typeform.com/to/VxWIYB>.

Submissions are subject to Visa’s [Terms of Service](#) and [Privacy Policy](#). You must enter the required information accurately and accept the terms and conditions displayed as part of the registration process.

Submissions must be received by the date and time indicated in the chart above to be considered for the Regional Finals or Global Finals. Visa’s systems shall serve as the official clock for purposes of registration and Participant Deadlines. Submission must identify the particular category that Participant is most applicable to (as described in Section 5 below).

It is solely your responsibility to ensure that you have properly registered. Visa will not be responsible for any lost, delayed, misdirected, incomprehensible, incomplete, damaged, garbled or undeliverable Submissions, or any delay or failure to transmit, process, receive or consider Submissions.

Participants may be asked to complete Post-Submission Materials, and Regional-Finalists will be determined from Participants who complete this requirement. Given the potentially short time between the end of each Submission Period and the selection of the Regional-Finalists, you are encouraged to submit your registration as soon as possible and to complete the Post-Submission Materials. Submissions may be further developed or modified between initial submission, Regional Finals and Global Finals.

3. Eligibility – Participants

Each Participant must be an employee of the Company acting in the exercise of his commercial or independent professional activity and must be a legal resident of an Eligible Country in his/her Region, as defined in Addendum A below. Participant must also be at least 18 years old (or at least the age of majority in your jurisdiction of residence, whichever is older) at the time of registration. In addition, employees of Visa or its designee(s) may register but are not eligible to participate in any of the virtual competitions and any awards for the 2021 Initiative as detailed herein.

Additional Participation Guidelines - Visa may request valid proof of eligibility, including with respect to identity, corporate organization, age and other relevant documentation, and may disqualify a participant at any time without notice for any reason, including, without limitation, if Visa determines (in its sole discretion) that the provided proof is not sufficient or the participant does not otherwise meet the Initiative's eligibility criteria, or the participant fails to comply with these Terms or attempts in any way to disrupt or undermine the Initiative or to circumvent any of these Terms.

You are not required to make any purchase or pay any fee to register for, or participate or receive an award or other recognition in, the Initiative nor will you be required to make available any ownership or equity stake in your Company. However, you and your Company (if applicable) are responsible for all expenses you may choose to incur in the course of developing your Submission and presenting it virtually for the Initiative.

4. Submission Guidelines

Company must be a startup segmenting in the following categories:

Enabler of Digital Services and Digital Issuers

- *Blockchain & Cryptocurrency*
- *Crowdfunding*
- *Banking as a Services*
- *BIN Sponsors*
- *Issuer / Processors*
- *Program Managers*

Digital Issuance:

- *Blockchain & Cryptocurrency*
- *Alternative Lending*
- *Personal Financial Management*
- *Money Transfer & Remittance*
- *Digital Banking (aka Neo Banks)*
- *Digital Wallets, P2P & Transfers*
- *Employee Benefits*
- *Payables*
- *Corporate Cards (aka expense management)*

Value -Add for Merchants and/or Consumers when it comes to Finance

- *Data & Analytics*
- *ID, Authentication & Security*
- *InsurTech*
- *Loyalty*
- *Merchant Services & Tools*
- *Process & Pay Infrastructure*
- *Retail Technology*
- *Other*

Small/Medium -Sized Business Recovery

- Money Movement (disbursements, Intra-account, p2p vendor, payments)
- Acceptance (e-commerce, mobile acceptance)
- Risk Management (chargebacks, etc.)
- Brand Management (Community building, etc.)
- Other

Submissions should be designed to meet the following criteria, each as determined by Visa, in its sole discretion:

- a. Incorporates and addresses existing and/or new commerce/payments problems and solutions;
- b. Is a potentially viable product that can be easily integrated into a pilot with Visa and partner companies;
- c. Does not contain, depict, imply or refer (explicitly or otherwise) to any content that:
 - i. is inappropriate, objectionable, or unsuitable;
 - ii. disparages or refers negatively to Visa, the Initiative, or any other person or entity;
 - iii. unnecessarily refers to any third party (person or entity); or
 - iv. violates any law or any third party's intellectual property, privacy, personality or other rights ("**Third-Party Rights**")
- d. Does not conflict with any of Visa's core values or brand guidelines, and is not otherwise objectionable to Visa;
- e. Does not contain malicious code, create an information security risk or otherwise compromise the integrity of the Submission, whether alone or integrated with any Visa experience, product or service.

Visa may disqualify any Submission, without notice, if it determines in its sole discretion that the Submission does not comply with any of the above requirements or otherwise with these Terms.

In addition, prior to the Regional Finals and Global Finals, Visa may – but is not obligated to – provide additional guidance or feedback to potential Regional-Finalists or Global-Finalists, either individually or as a group, regarding the development of their Submission(s).

5. Your Additional Representations and Warranties

By submitting a Submission to the Initiative, you represent and warrant that:

- a. You and the Submission satisfy all of the eligibility requirements and criteria set forth in these Terms;
- b. You are the original creator of the Submission;

- c. You are the sole owner of, or you have obtained all necessary and appropriate rights, licenses, and permissions to use, the Submission under the applicable laws and all content in the Submission and presented during any virtual or in-person event(s) with Visa (if any);
- d. The Submission is original and has not been previously published or received any previous award or recognition;
- e. The Submission does not infringe or violate any Third-Party Rights, and none of the Visa Parties will infringe any Third-Party Rights when they copy, display, modify, transmit or otherwise use the Submission in connection with the Initiative or in any other way contemplated herein; and
- f. The Submission is not the subject of any actual or threatened litigation, claim, or dispute.

Visa reserves all rights and remedies in the event that Visa determines that any of the above representations and warranties is materially false, including but not limited to the right to disqualify you and/or the Submission at any point prior to or after naming the Regional-Finalists, Global-Finalists, Audience Choice Award Recipient, First Award Recipient, Second Award Recipient or Third Award Recipient and seeking return of any money awarded pursuant to the Initiative.

6. Judging Process

Visa and the Judges will select the Regional-Finalists, Global-Finalists and First, Second and Third Award Recipients in their sole discretion as described below. All details are in Visa's sole discretion and Regional-Finalists and Global-Finalists must comply with all regulations in order to participate in the Regional Finals and the Global Finals.

The twenty-five (25) Regional-Finalists and the five (5) Global-Finalists [one (1) per Regional Finals] will be determined based on a number of factors, including criteria described in this section and information gained from inquiries and discussions with Submission submitters by Visa and their judges, in their sole discretion. Regional-Finalists will be contacted via email and must respond within the timeframe specified (and complete/return required paperwork as indicated in Section 7) in order to have the opportunity to present virtually in front of Visa representatives (for up to 5 minutes and then a there is a 5-minute Q&A) to determine the five (5) Global-Finalists [one (1) per Regional Finals based on criteria below]. Global-Finalists will not be announced at the Regional Finals.

The up to five (5) Global-Finalists determined, one (1) for each Regional Finals, will then be contacted via email and must respond within the timeframe specified (and complete/return required paperwork as indicated in Section 7) in order to have the opportunity to virtually present at the Global Finals. The Global-Finalists will then be invited to present their Submissions virtually at the Global Finals at which time One (1) First Award Recipient, one (1) Second Award Recipient and (1) one Third Award Recipient will be determined. For the Audience Choice Awards, those in attendance virtually at the Regional Finals or the Global Finals will determine the Audience Choice Award Recipients in their sole discretion (as further described below). Throughout the Initiative, Visa may contact you regarding your Company, your Submission, its implementation, or other relevant topics to assist in evaluating your submission, and may share with other Visa personnel or Visa's designees information received from such inquiries, correspondence, and discussions.

All events are on specified dates and if a Regional-Finalist or a Global-Finalist is unable to attend an event either virtually or in-person, as applicable, he/she forfeits the designation of Regional-Finalist or Global-Finalist, the right to participate in that event, and the right to receive an Award.

Because Visa is seeking innovative ideas and cutting-edge solutions, there is no single criterion on which Visa and the Judges will evaluate your Submission. Submissions will be judged on a combination of the following criteria:

- a. How unique, innovative, and/or novel is the Submission?
- b. How scalable is the Submission?
- c. How well will the Submission integrate with Visa platforms?
- d. How easily can the Submission be implemented?
- e. How compelling are the Company's offerings?
- f. How interesting is the Company to Visa in general?
- g. How will the Submission potentially impact or improve the current consumer/merchant experience?

- h. How positive an impression did the Company and its presentation at the virtual or in-person event(s) with Visa make?
- i. Is the Company at a stage of technological development that aligns with Visa's interests?
- j. How does the Company align with Visa's diversity and inclusion initiatives? For information about Diversity & Inclusion at Visa, click here <https://usa.visa.com/about-visa/diversity-inclusion.html>.
- k. Are the milestones that were identified in the Submission sufficiently competitive and attainable?

Decisions of Visa and the Judges with respect to all aspects of the Initiative will be final and binding.

With respect to the Audience Choice Awards, the Audience Choice Award Recipients will be determined via voting through an online voting management system. Those virtually in attendance at the Regional Finals or the Global Finals will be asked to vote virtually for what they consider to be the "best" Submission but will not be given any further guidance on how to determine what they consider to be the "best" Submission and they will make that determination in their sole discretion. Virtual attendees will be instructed to submit only one vote per attendee. You acknowledge and agree that notwithstanding the instruction, individual attendees could choose to submit more than one vote, that there is no mechanism by which Visa can determine whether an attendee submitted more than one vote, and that Visa will have no liability or responsibility to you or any other party for any attendee's disregard of the voting instruction. All submitted votes (whether or not in compliance with the voting instruction) will be included in the tabulation for determining each Audience Choice Award Recipient. Visa's tabulation of the votes shall be final and binding.

7. Award Recipient Notification/Award Eligibility

All potential Regional-Finalists/Global-Finalists/award recipients will be contacted via email. Prior to being declared an award recipient of any Award (or Regional-Finalist or Global-Finalist), participant will, within two (2) days of notification, be required to sign and return a Declaration of Eligibility/Release of Liability (where legal), Assignment of Rights ("Release") and W9 form (for U.S. award recipients) or W-8 form if outside the U.S., which, among other things: (i) confirms compliance with these Terms; and (ii) confirms the release, representation and warranties and indemnification specified herein. Participant's failure to timely return the Release may result in his/her forfeiture of the Award or Regional-Finalist/Global-Finalist status. All potential award recipients/Regional-Finalists and Global-Finalists are subject to verification by Visa, whose decisions are final and binding in all matters related to the Initiative. A participant is not an award recipient of an Award/Regional-Finalist or Global-Finalist unless and until participant's eligibility has been verified and participant has been notified that verification is complete.

A participant is not eligible for an award in the Initiative unless all participants from the Company have complied with, and remain in compliance with, these Terms, and Company has obtained from Company participants all consents and approvals required under Section 14 below (and as included above), as well as completed any other documentation that Visa may require, in its discretion, including but not limited to federal and state tax forms (e.g. W-9 in the U.S. and W-8 if outside the U.S.). Awards may also be subject to Visa and Company entering into an agreement regarding post-Initiative activity related to the Company's Submission or other activities with Visa ("**Collaboration Framework Agreement**"), which may include a minimum number of virtual or in-person event(s) with Visa, appropriate license, assignment where necessary and ownership provisions relating to intellectual property, as well as the provision of quotes or other materials that may be used by Visa in promoting the Initiative and the relationship with Company and other terms governing the development of technology (if an EU resident, you need not participate in such Agreement). You and your Company (if applicable) are responsible for all expenses in connection with this joint activity, except to the extent of any support, reimbursement, or subsidy that Visa may (but is not obligated to) provide.

If you change your telephone number, email address, and/or street address or other contact information after registering for the Initiative, it is your sole responsibility to promptly notify Visa by email notice or postal mailing to the address designated by Visa.

8. Awards and Benefits

Monetary Awards: The First Award Recipient will be awarded \$50,000 USD. The Second Award Recipient will be awarded \$15,000 USD. The Third Award Recipient will be awarded \$10,000 USD. Additionally, those in attendance virtually at the Global Finals will determine the Global Finals Audience Choice Award Recipient in their sole discretion (as further described in Section #6 above) who will be awarded \$25,000 USD.

CEMEA: At the conclusion of the CEMEA Regional Finals, the CEMEA Regional-Finalist that is deemed the CEMEA Global-Finalist will be awarded \$15,000 USD. Additionally, those in attendance virtually at the CEMEA Regional Finals will determine the CEMEA Regional Finals Audience Choice Award Recipient in their sole discretion (as further described below) who will be awarded \$10,000 USD.

LATIN AMERICA: At the conclusion of the LATIN AMERICA Regional Finals, the LATIN AMERICA Regional-Finalist that is deemed the LATIN AMERICA Global-Finalist will be awarded \$10,000 USD. Additionally, those in attendance virtually at the LATIN AMERICA Regional Finals will determine the LATIN AMERICA Regional Finals Audience Choice Award Recipient in their sole discretion (as further described in Section #6 above) who will be awarded \$10,000 USD.

NORTH AMERICA: At the conclusion of the NORTH AMERICA Regional Finals, the NORTH AMERICA Regional-Finalists that is deemed the NORTH AMERICAN Global-Finalist will be awarded \$10,000 USD. Additionally, those in attendance virtually at the NORTH AMERICA Regional Finals will determine the NORTH AMERICA Regional Finals Audience Choice Award Recipient in their sole discretion (as further described in Section #6 above) who will be awarded \$10,000 USD.

Visa's designee will fulfill the Awards as a wire transfer to each award recipient. You agree that Visa has no liability for any award or payment thereof to the extent that Visa has provided and documented the fulfillment of such funds for such award to its designee.

Non-Monetary Benefits: Aside from the monetary award identified above, Visa will hold one (1) or more mentorship meetings for the First Award Recipient. At the mentorship meeting(s), representatives from Visa or its designee(s) (selected at Visa's sole discretion) will discuss each First Award Recipient's Company and may provide informal business insights and advice. The mentorship meeting(s) will take place at a location of Visa's choosing and the First Award Recipient may participate in-person, via telephone, or via videoconference. You and your Company will be solely responsible for any and all expenses relating to attendance at such mentoring meeting(s) with Visa. The location of such meeting(s) will be determined by Visa in its sole discretion. You may elect to participate in such meeting(s) in-person or via telephone or mutually available videoconferencing service. Visa makes no promises or guarantees, and shall have no responsibility or liability, with respect to any mentorship, insights or advice provided in connection with the Initiative (including in relation to results or success). You acknowledge and agree that any decisions you make in connection with such mentorship, advice or insights are solely your own and are at your own risk. Visa also may, but is not obligated to, make additional benefits available to award recipients including, but not limited to, a potential contract with Visa to pilot their Submission.

Participants should note that these non-monetary opportunities should not be viewed as awards, and the provision of any non-monetary opportunities will be determined by Visa in its discretion. Any non-monetary benefits are subject to change or cancellation by Visa without notice. All taxes and costs related to any award or benefit are the sole responsibility of the recipient unless otherwise required by law. All award items or benefits must be accepted as awarded/provided (with no substitutions), and may not be sold or transferred.

9. Cancellation

In the event an insufficient number of eligible Submissions are received to award all of the awards and/or for any reason Visa cannot run the Initiative or the voting element as planned due to any force majeure events (including but not limited to fire, flood, natural or manmade epidemic of health or other means, earthquake, explosion, labor dispute or strike, act

of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state/provincial or local government law, order, regulation or guideline, public health crisis or pandemic (e.g. Coronavirus), order of any court or jurisdiction, or as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause not reasonably within Visa's control, regardless of whether any such cause was foreseeable, that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Initiative) or for any other reason, Visa may cancel, modify, extend or suspend the Initiative in its sole discretion and in the event there are eligible Submissions, Visa may elect to determine the Regional-Finalists and subsequent Global-Finalists and Award Recipients, as may be applicable in its sole discretion.

10. Intellectual Property Rights

You will retain any intellectual property rights you have in your Submission and presented at the virtual or in-person event(s) with Visa, except to the extent of any Visa technologies or intellectual property rights embodied or incorporated therein in accordance with these Terms and subject to Visa's ownership of any Visa IP (as defined below). However, by participating in this Initiative, you acknowledge and agree that any ideas, concepts, data, materials, or information related to your Submission or the Initiative that you share are not confidential or proprietary, and Visa and others may use, incorporate or disclose any of them now or in the future in any manner, and you waive any and all related claims that you may have against the Visa Parties or anyone participating in this Initiative. Notwithstanding the foregoing, subject to your ownership of intellectual property under this paragraph, in the event you are selected to further develop technology with Visa, such development may be subject to terms set forth in a Collaboration Framework Agreement.

If your Submission or presentation at the virtual or in-person event(s) with Visa includes likenesses of third parties or contains content or elements not owned by you, you must be able to provide written legal releases (in a form that is satisfactory to Visa) that permit you to use and exploit such content and elements in the manner used and exploited and that permits the Visa Parties to use and exploit the content and elements in accordance with these Terms and under any applicable laws as required.

By submitting a Submission, you acknowledge and agree that your Submission may be similar or identical in theme, idea, format or other respects to (a) other Submissions submitted in connection with this Initiative or other programs or submitted for other reasons or (b) other materials developed by the Visa Parties or their contractors. You waive any and all past, present, and future claims that any Submission or other works accepted, reviewed or used by the Visa Parties may be similar to your Submission, and that you are owed any compensation in connection with such Submission or other works accepted, reviewed or used by the Visa Parties.

You hereby grant to Visa, as a condition of your participation in the Initiative, the right of first negotiation, which shall be done in good faith, for Visa to acquire certain rights in and to your Submission. Notwithstanding the foregoing, Visa shall have no obligation to enter into a contract, or make use of the Submission in any way.

In addition, you hereby grant to the Visa Parties an unrestricted, royalty-free, perpetual, irrevocable, worldwide, sublicensable, assignable license (and you acknowledge that the Visa Parties have no obligation) to reproduce, duplicate, communicate, modify, display, transmit, publicly perform, make derivative works from, and otherwise use your submissions and Submission (in whole or in part) without any fee or other form of compensation, and without further notification or permission, for the following purposes:

- i. Administering the Initiative;
- ii. Identifying you by name as the creator of the Submission;
- iii. Displaying some or all of the Submissions at the virtual or in-person event(s) with Visa, and in any and all media now known or hereafter devised, worldwide;
- iv. Developing, modifying, or improving the Submission; and
- v. Advertising or promotion in any media, including to advertise or promote the Initiative, future virtual engagements, and Visa's or its affiliates' products and services.

You agree that Visa is not responsible for any unauthorized use of your Submission (in whole or in part) by third parties.

You agree that Visa and its affiliates exclusively own and shall retain all worldwide right, title and interest in and to the Visa Materials and Visa's trademarks, service marks, logos, trade dress, trade names, service names or other indicia of origin ("**Visa Marks**") (collectively, "**Visa IP**"), including without limitation all intellectual property rights therein. Nothing in these Terms grants you any rights to use any Visa Marks. No title to or ownership of any Visa IP is granted or otherwise transferred to you or any other entity or person under these Terms, and any rights not expressly granted herein are withheld. You agree to cooperate with Visa to maintain Visa's ownership of the Visa IP, and you agree to promptly provide notice of any claims relating to the foregoing.

By participating in the Initiative, you acknowledge and agree that any Enhancements you provide to the Visa Parties in connection therewith shall be deemed Submissions submitted to the Initiative and subject to the same licenses and permitted uses described above. "**Enhancements**" means any derivatives, submissions, recommendations, suggestions, ideas, modifications, debugs, inventions, discoveries, concepts, data, know-how, requests, original expressions, working models, prototypes, or improvements of any Visa Materials, patentable or not. You may not use or disclose Enhancements or Visa Materials for any patents. Without limiting any of Visa's other rights or remedies, if you use or disclose Enhancements for any patents, or file or prosecute any patents for inventions based on Enhancements, you hereby grant Visa a fully paid-up, exclusive, perpetual, worldwide, irrevocable, royalty-free, sublicensable, and fully transferable license to exercise all rights under such patents.

You agree to execute all documents and take all further actions as may reasonably be required by Visa in order to protect, perfect or enforce any of the rights assigned, granted, waived or confirmed (or purported to be assigned, granted, waived or confirmed) under these Terms and any applicable laws.

11. Publicity

You acknowledge and understand by attending any Initiative-related event or other Visa event including any events after the conclusion of the Regional Finals or Global Finals (either virtually or in-person) that you and representatives of your Company may be photographed, videotaped and otherwise recorded by Visa (collectively, "**Footage**"). Footage, including all copyright and other rights therein and thereto, will be owned by Visa, and the Visa Parties will have the right but not the obligation to use, edit, copy, publish, distribute, duplicate and exploit such Footage and all elements embodied therein, in whole or in part, in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, publicity, promotional, trade and other purposes without further notification, permission, or consideration.

Except where otherwise prohibited by law, you consent to the Visa Parties' use of your Company's name and Company logo, as well as your name, voice, image, likeness, biographical information, and other indicia of identity in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, publicity, promotional, trade, and other purposes without further notification, permission, or consideration. You also grant to the Visa Parties a revocable, non-exclusive, non-transferable (except with your consent) license to use your or your Company's trademarks, service marks, logos, trade dress, trade names, service names, and other indicia of origin to publicize your Submission and usage of the Visa Materials.

By submitting a Submission, you are representing and warranting that you have secured written consent from each participant from your Company equivalent to the consents in the preceding paragraph and you agree that you will secure the same written consent from any person who accompanies you or accompanies a participant from your Company to any Initiative-related event or other Visa event including any events after the conclusion of the Regional Finals or Global Finals (either virtually or in-person). You agree that you will provide the Visa Parties with copies of the written consents required by this Section 12 upon request by the Visa Parties.

12. Disclaimers, Liability and Indemnification

WITHOUT LIMITING OR EXCLUDING ANY LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED (INCLUDING ANY PARTY'S LIABILITY FOR FRAUD, OR FOR DEATH OR PERSONAL INQUIRY CAUSED BY NEGLIGENCE), THE VISA PARTIES DO NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY SUBMISSION OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE INITIATIVE, YOUR ACCESS OR USE OF THE VDP OR ANY VISA MATERIALS, YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD OR BENEFITS, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD OR BENEFITS. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE VISA PARTIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), OR LOSSES OF ANY KIND, KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE OR DEATH) ARISING FROM OR RELATED TO: (I) ANY BREACH OR ALLEGED BREACH BY YOU OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION CONTAINED IN THESE TERMS; (II) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS OR OTHERWISE TO VISA; (III) YOUR PARTICIPATION IN THE INITIATIVE, INCLUDING YOUR USE OF THE VDP OR VISA MATERIALS; (IV) YOUR SUBMISSION OR THE USE OR DISTRIBUTION THEREOF; OR (V) YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD OR BENEFIT, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD OR BENEFIT.

ANY VISA MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY. YOU AGREE THAT THE VISA PARTIES HAVE NOT MADE AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE INITIATIVE, THE VDP, VISA MATERIALS, OR ANY AWARD OR BENEFIT.

THE VISA PARTIES ARE NOT RESPONSIBLE FOR: (A) INCORRECT OR INACCURATE TRANSCRIPTION OF REGISTRATION OR SUBMISSION INFORMATION OR LATE, LOST, INCOMPLETE, MISDIRECTED SUBMISSIONS, OR SUBMISSIONS RECEIVED THROUGH IMPERMISSIBLE OR ILLEGITIMATE CHANNELS; (B) TECHNICAL FAILURES OF ANY KIND, INCLUDING THE MALFUNCTIONING OF ANY TELEPHONE, COMPUTER, NETWORK, HARDWARE OR SOFTWARE; (C) THE UNAVAILABILITY OR INACCESSIBILITY OF THE VDP, VISA MATERIALS OR ANY SERVICE; (D) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE REGISTRATION, SUBMISSION, OR JUDGING PROCESS OF THE INITIATIVE; (E) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE INITIATIVE OR THE PROCESSING OF SUBMISSIONS OR IN THE JUDGING PROCESS; OR (F) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE INITIATIVE OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY VISA.

EXCEPT AS STATED ABOVE, THE VISA PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE INITIATIVE, THE VDP, VISA MATERIALS, ANY AWARD OR BENEFIT OR THESE TERMS. IN NO EVENT WILL THE VISA PARTIES' LIABILITY TO YOU IN CONNECTION WITH THE FOREGOING, UNDER ANY THEORY, EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000 USD).

13. Personal Information Consent

You consent to the Visa Parties using and disclosing your personal information, such as your name, username, mailing address, telephone number, email address or other addresses for the purposes of administering the Initiative; advertising the Initiative, any future virtual engagements, and any of Visa's or its affiliates' products and services; and for the other purposes described in these Terms.

You also consent to Visa sharing your Contact Information with third parties who Visa believes may be interested in contacting you about an investment in your Company or other potential business opportunities if you check the appropriate box(es) on the application indicating your consent. "Contact Information" means information that allows us to communicate with you, such as your name, username, mailing address, telephone number, email address or other addresses that allow us to send you messages.

For Participants located in the European Union and the United Kingdom: Visa may collect personal information from participants for Visa's own legitimate interests, including for the purposes of administering and advertising the Initiative. All personal information collected from you will be processed in accordance with Visa Europe's [Privacy Policy](#) and any preferences expressed by entrants during the Initiative entry process. Please see Visa Europe's [Privacy Policy](#) at <https://www.visa.co.uk/legal/privacy-policy.html> for more details. You have the right to access, withdraw, and correct personal information held about you, and to oppose the collection or processing of it. You may request such action by contacting Visa at enquiries.europe@visa.com. Your personal information may also be shared with KITE, StartOut, and TechCrunch in accordance with their privacy policies available below in order to administer the Initiative:

<https://kitesrm.com/privacy.html>

<https://startout.org/privacy-policy/>

<https://techcrunch.mydashboard.oath.com/lite>

Whenever you submit any information to us in order to administer the Initiative, please be aware that Visa may store and process of this information in different countries from where you reside, including in the US. Please note that these countries may have different laws and requirements about privacy and data use than where you live.

If we process or transfer any of your Personal Information outside the European Union, we will do so in full compliance with EU data privacy laws.

Visa agrees to ensure that all data collection complies with (i) all applicable laws, including without limitation, all state and federal laws, corporate standards, policies and regulations (collectively "**Applicable Laws**"); (ii) the principles, guidelines, rules and codes of conduct of self-regulatory organizations to which third parties providing services, platforms, and data are bound, and any required notices and consents; and (iii) privacy disclosures and information collection requirements imposed on advertisers by targeting of media in order to comply with Applicable Laws. Entrants' information (if outside the U.S.) will be transferred to the United States.

14. Governing Law

Except where expressly prohibited, these Terms shall be governed by and construed in accordance with the laws of the State of California in the U.S., without regard to any jurisdiction's conflict of law principles.

15. Disputes

All disputes, claims and causes of action arising out of or connected with the Initiative, your or your Company's participation in the Initiative, any Initiative awards/benefits, or these Terms will be resolved individually, without resort to any form of class action. The exclusive jurisdiction and venue for resolution of such disputes shall be the U.S. federal and California state courts located in and serving the City and County of San Francisco, California, and you hereby waive and agree not to pursue any actions in any other jurisdiction or venue. You also agree to waive any right to claim ambiguity in these Terms, except to the extent expressly prohibited by applicable law.

16. Waiver

Failure by Visa to enforce any term of these Terms will not constitute a waiver of that or any other provision.

17. Relationship to Visa

You acknowledge that nothing in these Terms will constitute an employment, joint venture, or partnership relationship between you and Visa. In no way are you to be construed as the agent or to be acting as the agent of Visa in any respect, and vice versa.

18. OFAC Compliance

The Initiative shall not be available to any Participant that is, or in any country or territory that is, or whose government is, the subject of sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (the "OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority, or in any other manner that would result in a violation of such sanctions by Visa.

ADDENDUM A

Each country in the regions below (each a “Region”) is referred to as an “Eligible Country”:

North America: United States of America and Canada

Latin America: Anguila, Antigua and Barbuda, Argentina, Bahamas, Barbados, Belize, Bermuda, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, French Guyana, Grenada, Grenadine Islands, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mexico, Montserrat, Netherland Antilles (Aruba, Bonaire, Curacao), Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Saint Kitts & Nevis, Saint Lucia, Saint Vicente, Suriname, Trinidad and Tobago, Uruguay, Venezuela

Europe: United Kingdom, Germany, Israel, Poland, Spain, Italy, Sweden, Ireland, Portugal, Turkey, Denmark, Norway, Finland, France, The Netherlands, Switzerland, Slovakia, Czech Republic, Romania

Asia Pacific: Asia Pacific: means American Samoa; Australia (including Cocos [Keeling] Islands, Heard Island and McDonald Islands, Norfolk Island, Lord Howe Island, Macquarie Island); Bangladesh; Bhutan; British Indian Ocean Territory; Brunei; Cambodia; China; Cook Islands; Crozet Islands; Fiji (including Rotuma Island); French Polynesia; Guam; Hong Kong; India; Indonesia; Japan; Kerguelen Island; Kiribati (including Canton and Enderbury Islands, Christmas Island (Kiritimati), Fanning Island, Malden Island, Starbuck Island, Washington Island); Laos; Macau; Malaysia; Maldives; Marshall Islands; Mascarene Islands; Micronesia; Mongolia; Myanmar; Nauru; Nepal; New Caledonia; New Zealand (including Antipodes Island, Auckland Island, Bounty Island, Campbell Island, Chatham Island, Kermadec Island, Stewart Island); Niue; Northern Mariana Islands; Palau; Papua New Guinea; Pescadores Island; Philippines; Pitcairn Islands; Republic of Korea; Rodrigues Island; Samoa; Singapore; Solomon Islands; Sri Lanka; St. Paul Island; Taiwan; Thailand; Timor-Leste; Tokelau; Tonga; Tuvalu; US Minor Outlying Islands (including Baker Island, Howland Island, Jarvis Island, Johnston Island, Midway Island, Palmyra Island, Wake Island); Vanuatu; Vietnam; Wallis and Futuna

CEMEA: Afghanistan; Albania; Algeria; Angola; Armenia; Azerbaijan; Bahrain; Belarus; Benin; Bosnia and Herzegovina; Botswana; Bouvet Island; Burkina Faso; Burundi; Cameroon; Cape Verde; Central African Republic; Chad; Comoros; Congo (Brazzaville); Côte d'Ivoire (Ivory Coast); Democratic Republic of the Congo; Djibouti; Egypt; Equatorial Guinea; Eritrea; Ethiopia; Gabon; Gambia; Georgia; Ghana; Guinea; Guinea-Bissau; Iraq; Jordan; Kazakhstan; Kenya; Kosovo; Kuwait; Kyrgyzstan; Lebanon; Lesotho; Liberia; Libya; Macedonia; Madagascar; Malawi; Mali; Mauritania; Mauritius; Moldova; Montenegro; Morocco; Mozambique; Namibia; Niger; Nigeria; Oman; Pakistan; Qatar; Republic of Yemen; Reunion; Russian Federation (including Franz Josef Land, Komandorskiye Island, New Siberian Island, Novaya Zemlya, Ostrov Ratmanova, Sakhalin, Severnaya Zemlya); Rwanda; Saint Helena, Ascension, and Tristan da Cunha (including Gough Island); Sao Tome and Principe; Saudi Arabia; Senegal; Serbia; Seychelles; Sierra Leone; Somalia; South Africa; South Sudan; Sudan; Swaziland; Tajikistan; Tanzania; Togo; Tunisia; Turkmenistan; Uganda; Ukraine; United Arab Emirates; Uzbekistan; Western Sahara; Zambia; and Zimbabwe