

BUSINESS MESSAGES BUILD-AN-AGENT CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

The **Business Messages Build-an-Agent Contest** (the “Contest”) is a skill contest sponsored by Google where entrants must demonstrate an innovative experience on Google’s Business Messages platform. The experience that you develop will be evaluated by judges, who will choose the winner(s) in accordance with these Official Rules. The prize(s) will be awarded to entrant(s) rated the best based on the judging criteria.

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

2. ELIGIBILITY.

- To be eligible to enter the Contest, you must be: (1) above the age of majority in the jurisdiction where you reside at the time of entry; and (2) have access to the Internet as of **December 1st, 2020**.
- If you are entering as part of a company or on behalf of your employer, these rules are binding on you, individually, and your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a prize. You further warrant that your actions do not violate your employer’s or company’s policies and procedures.
- Employees, interns, contractors, and official office-holders of Google and its parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents (“Contest Entities”), and members of the Contest Entities’ and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest.
- Google reserves the right to verify eligibility and to adjudicate any dispute at any time.

3. GOOGLE’S BUSINESS MESSAGE TERMS OF SERVICE. By participating in this Contest, you agree to be bound by Google’s Business Messages [Terms of Service](#).

4. SPONSOR. The Contest is sponsored by Google LLC (“Google”), a Delaware corporation with principal place of business at 1600 Amphitheater Parkway, Mountain View, CA, 94043, USA.

5. CONTEST PERIOD. The Contest begins at 12:00:00 A.M. Pacific Time (PT) Zone in the United States on December 1st, 2020 and ends at 11:59:59 P.M. PT on March 31st, 2021 ("Contest Period").

6. HOW TO ENTER.

- **NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter the Contest, visit the [Contest website](#) ("Contest Site") during the Contest Period and follow the instructions for developing the experience that demonstrates an innovative Business Messages agent. Written parts of entries must be in English to be eligible.
- All entries must be received by 11:59 p.m. (PT) on **March 31, 2021**.
- All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the selected winner may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain.

During the Contest Period, Google, its agents and/or the Judges (defined below) will be evaluating each entry to ensure that it meets all requirements set forth here and on the Contest website. Google reserves the right, in its sole discretion, to disqualify any entrant who submits an entry that does not meet the requirements.

7. JUDGING.

- Each entry will be judged by a panel of experts who are employees of Google ("Judges"). During April 2021, each Entry will be evaluated by the Judges based on the following criteria:
 - **Follows the design guidelines and best practices as outlined in the Business Messages Brand Playbook**
 - **Makes use of all or most of the Business Messages features: typing indicators, avatars, rich content, live agents, OAuth**
 - **Novelty of design**
 - **Uniqueness of the use case**
 - **Potential to change the messaging landscape**
 - **Has measured consumer and/or business impact**
 - **For real-world brands, we will also consider potential volume of the campaign**
- Judges will evaluate each entry based upon the above-listed criteria. The entry that receives the highest overall evaluation, based on the judges' subjective determination, will be selected as the winner. In the event of a tie, the entry that received the higher score from the Judges in the category of "**Has measured consumer and/or business impact**" will be selected as the winner. In the event a selected winner is disqualified for any reason, the entry that received the next highest total score will be chosen as the winner. Additional prizes will be awarded, based on the same criteria, as set forth in Section 8. Prizes will only be awarded for entries that the judges determine meet minimum qualifications under the judging criteria.
- On or about **April 30, 2021**, the selected winner(s) will be notified by telephone and/or email, at Google's discretion. If a selected winner does not respond to the notification attempt within 14 days from the first notification attempt, then such winner will be disqualified and an alternate winner will be selected from among all eligible entries received based on the judging criteria described herein. With respect to notification by telephone, such notification will be deemed given when the selected winner engages in a live conversation with Google or when

a message is left on the selected winner's voicemail service or answering machine by Google, whichever occurs first.

- Except where prohibited by law, each selected winner will be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Google. If required, potential winners must return all such required documents within 14 days following attempted notification or such selected winner will be deemed to have forfeited the prize and another winner will be selected based on the judging criteria described herein. [Note: residents of the state of Tennessee may still win a prize even if they choose not to sign the Declaration of Eligibility and Liability and Publicity Release.
- All notification requirements, as well as other requirements within these Rules, will be strictly enforced.
- All determinations of judges are final and binding.

8. PRIZES.

- **Track 1 - Launched (i.e., entries that are publicly launched for a real brand)**
 - **1st prize \$15,000**
 - **2nd prize \$10,000 (up to 4 available)**
 - **3rd prize \$5,000 (up to 7 available)**
- **Track 2 - Demo (i.e, entries that are submitted as demonstrations only)**
 - **\$1,000 prize (up to 10 available)**
- Odds of winning any prize depends on the skill of the entrants.
- In the event that no entries are received, no prize will be awarded.

9. TAXES. PAYMENTS TO SELECTED WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES GOOGLE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, selected winners must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The selected winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a selected winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Google may, in its sole discretion, select an alternative winner.

10. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. Google reserves the right to disqualify any entrant from the Contest if, in Google's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Google, or the Judges.

11. PRIVACY. Each entrant acknowledges and agrees that Google may collect, store, share and otherwise use personally identifiable information provided during the registration process and the contest, including, but not limited to, name, mailing address, phone number, and email address. Google will use this information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>), including for administering the contest and verifying entrant's identity, postal address and telephone number in the

event an entry qualifies for a prize. Each entrant has the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at this email address bm-support@google.com.

12. PUBLICITY. By accepting a prize, each entrant agrees to Google's and its agencies' use of his or her name and/or likeness for advertising and promotional purposes related to this Contest without additional compensation, unless prohibited by law.

13. WARRANTY, INDEMNITY AND RELEASE.

- Entrants warrant that their entries are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted entry and that they have the right to submit the entry in the Contest. Each entrant agrees not to submit any entry that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates applicable law.
- To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any entry provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.
- Each entrant releases Google from any liability associated with: (a) any malfunction or other problem with the Contest Site; (b) any error in the collection, processing, or retention of entry information; or (c) any typographical or other error in the printing, offering or announcement of any prize or winners.

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

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

16. RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Google further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.

17. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an entry into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Google or the Contest Entities. You acknowledge that you have submitted your entry voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Contest Entities and that no such relationship is established by your submission of an entry under these Rules.

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

19. ARBITRATION: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

20. WINNER'S LIST: You may request a list of winners after **June 1st, 2021** but before **January 1st, 2022** by sending an email to bm-support@google.com.