

# AWS US University Startup Competition

## OFFICIAL RULES

Please read these rules before entering the AWS US University Startup Competition (“Competition”). This is a skill-based Competition; chance plays no part in the determination of winners. The goal of the Competition is to encourage university startups and founders to present their companies to a team of startup experts. By posting a submission, you acknowledge that you have read and agree to be bound by these Official Rules and the decisions of Amazon Web Services, Inc. (“Sponsor”, “we”, “our” or “us”) and the judges, and that you satisfy all eligibility requirements.

### ELIGIBILITY.

Open to individuals who are (1) legal residents of the United States, (2) at or above the age of majority in their jurisdiction of residence at the time of submission; (3) a founding member of a startup, which for the purposes of this Competition is defined as an entity that has not exited (ceased activity, been acquired or received majority stake outside investment) or IPO’d, and is either self-financed or venture/accelerator/grant backed; and (4) a current student, faculty, or staff member at or an individual associated with an institution of higher education located in the United States (each, a “Participant”). Competition is void outside of the United States and where prohibited by law. Participants may not be members of any guild, union or other organization that may prohibit them from participating in this Competition and that would restrict, require due payment or otherwise have the right to oppose such participant’s participation in this Competition. Directors, officers, employees, interns, and contractors (“Personnel”) of Sponsor, its parents, subsidiaries, affiliates, and their respective advertising, promotion and public relations agencies, representatives, and agents (collectively, “Competition Entities”), immediate family members of such Personnel (parents, siblings, children, spouses, and life partners of each) and members of the households of such Personnel (whether related or not) are ineligible to participate in this Competition.

Participants may participate in the Competition by themselves or participate as a “Startup Team” consisting of an unlimited number of Participants. Each Participant is only permitted to be part of one Startup Team. If a Participant elects to participate on their own they cannot also participate with a Startup Team. Any Participant that is part of more than one (1) Startup Team may be disqualified and his/her corresponding Startup Teams may be disqualified as well at the sole discretion of Sponsor. Only one (1) member of the Startup Team may post a submission on behalf of a Startup Team but all those listed on the application will be deemed Participants. Each Participant must be eligible to participate in this Competition and comply with these Official Rules or the Participant will and the Startup Team associated with any Participant in question may be disqualified. This Competition is subject to all applicable federal, state, and local laws. By participating in the Competition, all Participants unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of the Sponsor which will be final and binding including the Sponsor’s right to verify eligibility, to interpret these Official Rules, and to resolve any disputes relating to this Competition at any time. Only Participants or Startup Team members may work on their submission, without the influence of any other individuals.

### HOW TO PARTICIPATE.

Competition begins at 12:00:01 a.m. (PT) on September 22, 2021, and ends at 11:59:59 p.m. (PT) on November 1, 2021 (the “Application Period”). To participate, during the Application Period you must go to <https://awsusuniversitystartup.splashthat.com> and follow the instructions to complete the online application form (each, a “Submission”) with the following information;

#### Founder Information

1. Name (first, last)
2. Email
3. Phone number

4. LinkedIn or other online profile
5. Job title
6. Job role
7. University
8. University affiliation

#### Startup Information

1. Company name
2. Website
3. Industry
4. Company size
5. Please provide your company one-liner
6. What are you building?
7. What is the opportunity or problem your company addresses?
8. Why are you the right people and company to solve this problem?
9. What is the current stage of your startup?
10. Please explain your current progress/traction.
11. How will/do you generate revenue?
12. How will you use the prize money from this competition to advance your company?
13. Anything else you want to tell us.

All Submissions must be received by 11:59:59 p.m. (PT) on November 1, 2021. Limit one (1) Submission per Participant/Startup Team throughout the Application Period. In the event any Participant or Startup Team submits more than one (1) Submission, the last Submission received by Sponsor will be deemed that Participant's/Startup Team's Submission. Participants assume all risk of lost, late, misdirected, incomplete, or unintelligible Submissions.

Sponsor's (or its contractor's) servers and clock shall be deemed the official clock for all phases of the Competition, and participant's proof of a Submission does not constitute proof of receipt by Sponsor. Sponsor is not responsible for (i) lost, misdirected, late, incomplete, or unintelligible Submissions or for inaccurate Submission information, whether caused by participant or by any of the equipment or programming associated with or utilized in the Competition, or by any technical or human error that may occur in the processing of Submissions; or (ii) any printing, production, human or typographical errors in any materials associated with the Competition.

Sponsor reserves the right in its sole and unfettered discretion to disqualify at any time any Submission containing obscene, offensive, pornographic or sexually explicit material, or libelous, disparaging, infringing or other inappropriate content or subject matter (as determined by Sponsor in its sole discretion).

#### **CONDITIONS OF SUBMISSION.**

Each Participant/Startup Team must follow and meet the following requirements when posting a Submission:

- Submissions do not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks or copyrighted material not owned by the Participant/Startup Team, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights; and
- Submissions are not subject to any third party agreements, and that Sponsor will not be required to pay or incur any sums to any person or entity as a result of its ownership, acquisition, use or exploitation of the Submissions or rights therein.

#### **Additional Requirements**

Sponsor is collecting personal information primarily to process the Submissions and to contact you if necessary, but also to potentially contact you for marketing purposes. If you do not wish to be contacted for marketing purposes, you will be provided with a method to opt-out from future communications. You may update or change your “E-mail Preferences & Notifications” in your Amazon account. Sponsor will share your information with third parties that have a need to know, such as the judging panel, and by entering, you agree to the sharing of your information with the judging panel and third parties Sponsor retains to assist in administering the Competition. If you do not agree to these terms or to Sponsor’s privacy notice located at [www.amazon.com/privacy](http://www.amazon.com/privacy), please do not post a Submission.

## **JUDGING PHASE 1.**

All submitted Submissions will be reviewed by a panel of judges selected by the Sponsor between 12:00:01 a.m. (PT) on November 2, 2021, and November 15, 2020 (the “Judging Period”). All Submissions will be rated by the qualified judges selected by Sponsor using the following criteria (collectively, the “Judging Criteria”);

### Idea

- Value proposition
- Originality, innovation, and thoughtfulness
- Impact on big problem

### Product/Service

- Differentiation from the existing competition
- Identification and addressing of major relevant risks, and inclusion of contingency plans

### Preparation for Launch

- Target market and customer identification and segmentation
- Core revenue model and ancillary revenue streams

### Execution Plan

- Marketing strategy
- Plan to scale

### Progress/Traction

- Product development
- Traction-to-date (relationships with key market participants, sales, downloads, website traffic, etc.)
- Future measurable, achievable milestones

### Team

- Expertise of founding team
- Commitment and motivation of founding team

The ten (10) Submissions with the highest scores will be deemed finalists and proceed to Judging Phase 2, subject to verification and compliance with these Official Rules. In the event of a tie, the tie will be broken by a separate additional judge who will score the tied Submissions solely on the Judging Criteria. Additional judges will continue scoring the tied Submissions solely on the Judging Criteria until all ties are broken.

## **JUDGING PHASE 2.**

The week of December 6, 2021, all ten (10) confirmed finalists will have the opportunity to pitch their Startup virtually in front of a panel of Startup team members and external investors who invest in startup companies. Each finalist will then have their Startup re-reviewed by a panel of judges selected by the Sponsor using the Judging Criteria above. The one (1) finalist with the highest score will be deemed the First Prize winner, subject to verification

and compliance with these Official Rules. The one (1) finalist with the next highest score will be deemed the Second Prize winner, subject to verification and compliance with these Official Rules. The one (1) finalist with the next highest score will be deemed the Third Prize winner, subject to verification and compliance with these Official Rules. In the event of a tie, the tie will be broken by a separate additional judge who will score the tied solely on "Innovation".

In the event a potential winner's Submission is disqualified, the Participant/Startup Team who submitted the next highest rated Submission will be selected as the potential winner for the applicable prize, and must comply with the requirements in these Official Rules. All decisions of the Sponsor and judges are final and binding.

## **PRIZES.**

First Prize (1): One (1) winner will receive \$20,000 awarded in the form of a check and AWS Activate Credits equivalent to up to \$100,000 (which must all be split evenly among each member of a winning Startup Team, if applicable). Approximate Retail Value ("ARV") of First Prize: \$120,000USD.

Second Prize (1): One (1) winner will receive \$10,000 awarded in the form of a check and AWS Activate Credits equivalent to up to \$100,000 (which must all be split evenly among each member of a winning Startup Team, if applicable). ARV of Second Prize: \$110,000USD.

Third Prize (1): One (1) winner will receive \$5,000 awarded in the form of a check and AWS Activate Credits equivalent to up to \$100,000 (which must all be split evenly among each member of a winning Startup Team, if applicable). ARV of Third Prize: \$105,000USD.

Referral Prizes (3): The three (3) University programs that refer the most eligible Startups to participate during the Application Period will each receive \$5,000 awarded in the form of a check.

The maximum total ARV for all prizes combined is \$350,000 USD. AWS Activate Credits must be redeemed within two (2) years from date of receipt. AWS Activate Credits may only be used to offset eligible fees and services incurred on AWS and have no intrinsic value or cash value. AWS Activate Credits are nonrefundable and may not be transferred, sold, or exchanged for cash. AWS Activate Credits are subject to the [AWS Activate Terms & Conditions](#) and the [AWS Promotional Credit Terms & Conditions](#). Winners will be responsible for paying all costs and expenses related to the prize that are not specifically mentioned, including, but not limited to, taxes, and any other expenses that might reasonably be incurred by the winner in receiving or using the prize. Each winner may be required to submit to Sponsor his/her social security number or tax payer ID number, or other such tax filing information required by Sponsor in order to claim the prize. All prizes awarded will be inclusive of any taxes Sponsor is required by law to withhold as well as applicable sales, use, gross receipts, goods and service, or similar transaction based taxes. All other taxes, costs and expenses associated with acceptance and use of any prize not specified in these Official Rules as being provided are the sole responsibility of the winners. IF TAXES ARE APPLICABLE TO THE PRIZES, IT IS THE RESPONSIBILITY OF THE WINNERS TO PAY TO THE APPROPRIATE AUTHORITIES. PAYMENTS TO COMPETITION WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THE WINNERS SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT COMPLIANCE WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. Competition winners are responsible for ensuring that the tax documentation submitted to Sponsor complies with all applicable tax laws and requirements. If a winner fails to provide the documentation or submits incomplete documentation, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternate winner.

Sponsor reserves the right to substitute a prize (or portion thereof) for an item of comparable or greater value, in its sole discretion. All prizes will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Limit one prize per person.

## **INTELLECTUAL PROPERTY.**

For the avoidance of doubt as between Sponsor and Participants/Startup Teams, all Submissions created by Participants/Startup Teams will remain the property of the Participant/Startup Team except to the extent a Participant/Startup Team incorporated elements in their Submission owned by Sponsor, but Sponsor and its designees will have the rights to use the Submissions described below. By submitting a Submission in this Competition, each Participant/Startup Team warrants and represents that he or she owns, or otherwise has the right to use, all of the intellectual and industrial property rights in and to the Submission. Further, each Participant/Startup Team hereby grants Sponsor and its affiliates a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to (i) use, review, assess, test and otherwise analyze your Submission in connection with this Competition, and (ii) feature your Submission and all content contained therein in connection with the marketing or promotion of this Competition.

Except where prohibited, each prize winner further consents (and agrees to sign any additional documents required by Sponsor to formalize, effect or perfect such consent) to Competition Entities' use of Submissions as specified herein and the use of any Participant/Startup Team names, likeness (photograph), biographical information, and voice in advertising/publicity/trade (including local and/or national television stations or print publications that may be covering any element of this Competition) worldwide without compensation, notice or approval, and prize winner disclaims any ownership rights to the content of such advertising/publicity/trade material.

## **USE OF SUBMISSION, PERSONAL DATA, WAIVER, RELEASE, AND LIMITATION OF LIABILITY.**

Competition Entities and their Personnel will not enter into any correspondence, including email, with non-winning Participants/Startup Teams relating to such Participants' participation in the Competition. Sponsor reserves the right, in its sole discretion, to disqualify any individual found tampering with the Submission process or Submission materials or otherwise interfering with the proper administration of the Competition or violating these Official Rules.

Sponsor agrees to ensure that the collection of all personal information 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 such as the Digital Advertising Alliance, the Interactive Advertising Bureau, the Direct Marketing Association, and other 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. Where required by Applicable Laws, Sponsor will deploy appropriate notices and functionality to obtain authorizations and consents as required.

EACH PARTICIPANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE SPONSOR, WARRANTS THAT HE OR SHE IS ELIGIBLE TO PARTICIPATE IN THIS COMPETITION, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS COMPETITION ENTITIES AND THE PERSONNEL OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED OR SUSTAINED IN CONNECTION WITH OR ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THIS COMPETITION, USE OF ANY SUBMISSION OR RIGHTS THEREIN OR ANY TRAVEL OR ACTIVITY RELATED THERETO, BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE COMPETITION, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE COMPETITION ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Each Participant/Startup Team hereby acknowledges and agrees that the relationship between themselves and the Competition Entities is not a confidential, fiduciary, or other special relationship, and that the Participant's/Startup Team's decision to provide the Submission 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 Submission, other than as set forth in these Official Rules. Each Participant/Startup Team understands and acknowledges that the Competition Entities have wide access to Submissions, technology, designs, and other materials, and that new ideas are constantly being submitted to them or being developed by their own employees. Each Participant also acknowledges that many ideas may be competitive with, similar to, or identical to the Submission in theme, idea, format, or other respects. Each Participant/Startup Team acknowledges and agrees that such Participant/Startup Team will not be entitled to any compensation as a result of Competition Entities' use of any such similar or identical material that has or may come to Competition Entities, or any of them, from other sources. Participants acknowledge that other Participants/Startup Teams may have created ideas and concepts contained in their Submission design that may have familiarities or similarities to their Submission design, and that they will not be entitled to any compensation or right to negotiate with the Competition Entities because of these familiarities or similarities. Participants also acknowledge that the Competition Entities will not restrict work assignments or representatives who have had access to your Submissions. By entering this Competition, Participants agree that use of information in the Competition Entities' representatives' unaided memories in the development or deployment of Competition Entities' products or services does not create liability for Competition Entities under these Official Rules or copyright or trade secret law.

Participants/Startup Teams further agree that the Competition Entities are not responsible for the following: (a) electronic transmissions, Submissions or notifications that are lost, late, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received by Sponsor or their agents for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures and/or human error that may occur in the transmission, shipping errors or delays, receipt or processing of Submissions or related materials; or for destruction of or unauthorized access to, or alteration of, Submissions or related material; (c) failed or unavailable hardware, network, software or telephone transmissions, damage to Participants' or any person's computer and/or its contents related to or resulting from participation in this Competition; (d) causes that jeopardize the administration, security, fairness, integrity, or proper conduct of this Competition; (e) any Submissions posted in a manner that is not expressly allowed under these Official Rules (all such Submissions will be disqualified); or (f) any printing errors in these Official Rules or in any advertisements or correspondence in connection with this Competition or judging. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Competition should virus, bugs, fraud, hacking, or other causes corrupt the administration, security, or proper play of the Competition. In such cases, notice to this effect will be posted on the Competition Site and prizes to the extent awarded will be awarded as determined by Sponsor prior to cancellation. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Competition or if technical difficulties compromise the integrity of the Competition, the Sponsor reserves the right to void suspect Submissions and/or terminate the Competition and award prizes in its sole discretion.

#### **FINALIST NOTIFICATION.**

The potential finalists will be required to sign and return an Affidavit of Eligibility; Liability and Publicity Release or other such form as requested by Sponsor. Prior to being confirmed a finalist or being awarded a prize, Sponsor may, in its sole discretion, require the potential finalists to sign such additional documents Sponsor decides are necessary to confirm eligibility, to obtain a liability/publicity release, and to award any prize. Failure to return any required document by the date requested by Sponsor will deem the potential finalist as ineligible to receive the applicable prize. If any documentation is not returned by the specified dates and times or if a potential finalist is deemed ineligible prior to the prize being awarded, Sponsor may, in its sole discretion, award the prize to the next Participant/Startup Team receiving the next highest score.

#### **MISCELLANEOUS.**

The Competition and all accompanying materials are copyright © 2021 by Amazon Web Services, Inc. All rights reserved. By entering, participants agree to be bound by these rules. No transfer, assignment, cash redemption or substitution of prizes is permitted except by Sponsor due to prize availability and then with prizes of equal or greater

value. Participants/Startup Teams agree (for themselves and their heirs) that the Released Parties will have no liability, and will be held harmless by such participants to the maximum extent permitted by law for any liability, loss, injury, or damage to property or to person, including death, and reasonable attorney's fees and court costs, due in whole or in part, directly or indirectly, by reason of participation in the Competition, or by reason of the acceptance, possession, use or misuse of the prizes, even if caused or contributed to by the negligence of any of the Released Parties. To the extent permitted by law, this Competition is governed by the laws of the United States and the State of Washington, USA. As a condition of participating in this Competition, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Competition, shall be resolved individually, without resort to any form of class action, exclusively before a court located in King County, Washington, USA having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with entering), and participant further waives all rights to have damages multiplied or increased. Participants agree that the decisions of Sponsor and the judges related to the Competition are final. By participating in the Competition, participants consent to the use of their names, biographical information, Submissions, images and/or likenesses in any manner and in any medium for any purpose in connection with the Competition, including worldwide, without additional compensation, except where prohibited by law.

**WINNERS' LIST.** After the winners are confirmed, the winners' names will be posted at <https://awsuniversitystartup.splashthat.com/> until December 31, 2021.

**SPONSOR.** Amazon Web Services, Inc., 1200 12th Avenue South, Suite 1200, Seattle, WA 98144.