Terms & Conditions for the ABBYY Shark Tank Competition at DevCon

1. Definitions

- Company ("ABBYY, Us, We"): Refers to the organization hosting the Event, ABBYY Singapore PTE. LTD. 8 Marina View, Asia Square Tower 1 Level 43-038 Singapore 018960
- Event: The ABBYY Shark Tank Competition at DevCon 2024,
- **Participant:** Refers to eligible individuals and teams who registered for the Event.
- **Personal Data:** any information that relates to an identified or identifiable individual.

2. Terms and Conditions of Participation

Eligibility

- Open to professionals from any team or region.
- Nominees must demonstrate use cases and solutions in front of ABBYY executives and the developer community.

Application Process

- 1. **Application Form**: Complete the application form with details about your demonstration.
- 2. **Review and Selection**: A Panel of judges, including Company representatives, will review applications based on established criteria.
- 3. **Notification**: Selected Participants for presentation at the Event will be notified via email. Winners will be selected and announced at the Event.

Winners Responsibilities

Advocacy and Promotion

• Participate in publicity activities related to the competition, including the use of names and likenesses in promotional materials.

¹Rewards and Benefits

¹ ABBYY reserves the right to modify or cancel the competition and/or the prize at its discretion without prior notice.

The grand prize is available to Participants who are selected as winners of the Event. All team members must be officially registered for the competition to be eligible.

The grand prize of USD 1,000 in Amazon gift cards will be distributed equally among the winning team members unless otherwise agreed upon by the team. The gift cards will be issued in the local currency equivalent where applicable.

Winners must claim their prize within 60 days of the announcement.

Any taxes or charges that may apply to the prize are the sole responsibility of the winning team members.

The prize is non-transferable and cannot be exchanged for cash or other products/services.

The Amazon gift cards are subject to Amazon's terms and conditions of use. ABBYY is not responsible for any issues arising from the use of the gift cards.

ABBYY reserves the right to disqualify any team or team member found to violate competition rules or engage in unethical behavior.

Code of Conduct

Participants are expected to:

- Uphold professionalism and integrity.
- Maintain confidentiality of the Company's proprietary information.
- Foster a positive and inclusive community.

Termination

The company reserves the right to terminate a Participant's status for:

- Violation of these Terms.
- Conduct detrimental to the Company brand or community.
- Failure to meet the winner's responsibilities.

Amendments

The Company may amend these Terms at any time. Participants will be notified of changes and are expected to comply with the updated Terms.

3. Privacy and Intellectual Property

3.1. By giving ABBYY your Personal Data, you expressly consent to the collection, use and disclosure of your personal information as described in the <u>ABBYY privacy policy</u>. In particular,

ABBYY will process the Participants' personal information for the purpose of their participation in the Event (e.g., to send confirmation of participation and further Event information). We will also send marketing communications to the Participant's email address provided that we have a legal basis for this activity (e.g. consent). If you provide us with your consent, you may unsubscribe from marketing communication at any time in the future by clicking on the unsubscribe link in any email received from ABBYY.

- 3.2. By participating in the Event, Participants give their implicit permission for the recording, use and/or dissemination by ABBYY and parties related to it, of each Participant's image, voice, and expression in any promotional and marketing materials without limitation of time or territory. This permission means specifically that photo, video and audio recordings taken during the Event may be placed on the ABBYY website or another website managed by the ABBYY or its affiliated entities, as well as used in marketing materials, including by dissemination in audio or video formats. The Participant hereby consents to and weaves any claims (existing or future), (including without limitation any monetary compensation from the ABBYY) for such use of their image, voice or expression for the purposes defined hereunder. If you don't wish to be photographed, you shall not take part in the photo sessions.
- 3.3. You are informed that Personal Data (including, but not limited to images (photos and videos), voice, name, surname, professional qualifications, job title, and other related information) of selected Participants who progress to the final stage of the Event might be published on the ABBYY website and other channels in marketing materials to promote the ABBYY brand. This involves publishing Personal Data online through ABBYY's official channels: the ABBYY website (abbyy.com) and ABBYY's social media channels (LinkedIn, Facebook, Instagram, and occasionally Twitter or YouTube). If you become a winner, you agree to sign a consent form for the activities described in this item 3.3.
- 3.4. No intellectual property (e.g. trademark, service mark, copyright, graphic etc.) of the Participant will be used by the ABBYY without the Participant's explicit consent. The organizer will approach the Participant separately to obtain such consent if required.

4. Limitation of Liability. Indemnity. Disclaimers. Miscellaneous

Limitation of Liability

The Company shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to your participation in the Event. The Company's total liability for any claims arising under these Terms shall not exceed the amount paid by you, if any, for participating in the Event.

Indemnity

You agree to indemnify and hold the Company harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your participation in the Event, your

violation of these Terms, or your violation of any rights of another. In any case, the Company shall not be responsible for covering any additional expenses of the Participants in association with the Event.

Disclaimers

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ORGANIZER'S WEBSITE OR SYSTEM, ANY PRODUCTS, SERVICES OR INFORMATION PROVIDED BY ORGANIZER, THE ACCURACY OF, OR RESULTS TO BE OBTAINED BY, USE OF COMPANY'S PRODUCTS OR SERVICES, THE PLACEMENT OF PARTICIPANT CONTENT, OR SECURITY OF THE SYSTEM OR SERVICES.

Miscellaneous

- These Terms constitute the entire agreement between you and the Company regarding the Event and supersede all prior agreements and understandings.
- If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.
- These Terms are governed by and construed under the laws of the jurisdiction in which the Company is headquartered, without regard to its conflict of law principles.

Contact Information

For inquiries or support related to the Event, please contact DevCon_enquiries@abbyy.com.