

Terms & Conditions - Moody's Global Hackathon

BeMyApp ("Organizer") is organizing on behalf of Moody's Corporation ("Moody's") a hackathon called "Moody's Global Hackathon" (hereafter referred to as "Competition") from March 4, 2024, to June 28, 2024. This document lays out the terms and conditions (T&Cs) for participation in the Competition. By agreeing to participate in the Competition, you are agreeing to these T&Cs, which, along with the terms of your employment with Moody's, shall govern your participation in the Competition.

OBJECTIVE OF THE COMPETITION

The aim of the Competition is to develop, in teams and over a limited amount of time, an innovative solution around the following topics:

- 1) Hack my Workflow
- 2) GenAI-Powered Customer Solutions
- 3) Moonshot – Bending the Curve (with GenAI)!

GENERAL ENTRY REQUIREMENTS

Participating in the Competition is free of charge for all participants. Participating in the Competition must adhere to Moody's Code of Business Conduct, MIS-MA Separation Policy, IT Use Policy, Travel & Entertainment Policy, and other applicable policies.

A participant is eligible to enter if the participant meets the following requirements at the time of entry:

o The Competition is open to registered participants who are at least 18 years old, or the age of majority in the jurisdiction where they reside, whichever is older. If the participant is under the age of 18, such participant should obtain parent or legal guardian permission to participate in the challenge. Moody's and/or the Organizer reserve the right to ask for the proof of this permission at any time during the challenge, in particular at the time of reward of any prizes and is entitled to cancel the participation of a minor participant if said permission is not supplied.

o The Competition is only open to Moody's employees. The competition is not open to contractors.

By registering to the Competition, the participant agrees:

o to abide by all the T&Cs stated in this document.

o that all Moody's and the Organizer's decisions will be final and binding on all matters related to the Competition.

o that all the Jury's decisions will be final and binding on all matters related to the Competition.

o that any photo or video containing likeness or voice, as may be shot or filmed during the Competition, may be published by Moody's, in part or in full, with or without stating the participant's name, on any media, including but not limited to Moody's website, at its sole and absolute discretion.

o in addition, participants agree that all submitted ideas:

- Will not include illegal, vulgar, offensive, racist or otherwise inappropriate or discriminating content;
- Will not encourage the use of controlled substances, including but not limited to alcohol and drugs;
- Will be in English.

Moody's reserves the right to disqualify, at its sole discretion, any participant who does not comply with the above-mentioned criteria.

PROJECT SELECTION AND TEAM FORMATION

Individual applications to the Competition will not be accepted. The Competition is intended for teams which are self-organized.

Line Manager permission should be gained before registering for the Competition.

The recommended team size is 5 people, 5 being the maximum permitted, and 3 being the minimum. Each team member must meet the eligibility criteria in these T&Cs and each must be registered in a team by **April 12th, 2024, at 12 pm EST** using the dedicated application form on the following registration website: <https://platform-moodyshackathon.bemyapp.com/#/event>. Participants may not be part of more than one team. The Organizer is not responsible for, and will not assist in resolving, any disputes between team members.

For the purposes of this Competition, **Moody's Ratings** employees and Moody's Analytics ("MA") employees may not participate in a team together. Moody's Shared Services ("MSS") employees may participate in a team together with either **Moody's Ratings** employees or MA employees subject to the requirements of the MIS-MA Separation Policy which allows that **Moody's Ratings** and MA employees may share Confidential Business Information and/or Covered Business Information with MSS Employees, provided that there is a Valid Business Purpose for doing so (terms are defined in the MIS-MA Separation Policy).

MA employees should not be involved in working on teams/projects that would involve the Moody's Rating credit ratings process, and Moody's Ratings employees should not be involved in working on team/projects that involve MA matters.

Registration will involve the entry of basic information to identify the participants, their contact details and their office location. Teams will then be required to submit their ideas through an "Ideation Platform" (accessible at <https://platform-moodyshackathon.bemyapp.com/#/event>), and will be asked to provide a short pitch, providing a high-level outline of the idea, and the approach that the team anticipates taking to deliver a solution.

By participating in the Competition and submitting this information, you consent to the use of that information by Moody's and the content provided in the entry for purposes of the Competition.

SELECTION OF EVENT FINALISTS

All participants in the Competition will be able to vote on which teams should be finalists for the final Hackathon event ("Event"). All finalists will be selected by Moody's based in part on the participant vote and evaluation of the Criteria (defined below) as well as additional criteria such as the following:

- Evidence that a complete team is formed
- Evidence that the team has considered its approach

- The value proposal in the mini-pitch submitted with the subscription

Finalists will be informed of their successful selection.

THE EVENT

Finalists are invited to attend the Event in one of three locations depending on the location of the participants: New York, NY for employees in the Americas; London, England for EMEA based employees; and Bangalore for APAC employees. A virtual option will be made available for participants that cannot attend in person.

The Event will take place the week of June 10, 2024.

For those finalists attending the Event in person, (a) meals will be provided during the Event, (b) the venue(s) will be open for 2 days the week of June 10, 2024 and participants are able to come and go as they please subject to compliance with any local office policies, (c) hotel and other reasonable traveling costs will be paid by Moody's, subject to approval by the participant's manager and in accordance with Moody's Travel & Entertainment Policy; and (d) WiFi access will be provided and power sockets will be available.

Each participant is solely responsible for any personal belongings brought to the Event.

For those finalists not able to personally attend the Event, participants may access the ideation and mentoring platform to access training and to develop their ideas, and the Organizer and Moody's Event administrators will work out a solution to ensure members of each finalist team will be able to participate in the Event.

Participants must use their Moody's issued laptop, installed with Moody's preferred development and testing tools and Moody's provided access to AI/LLM systems.

Moody's reserves the right to modify, shorten or cancel the Event due to any event or circumstances beyond the control of Moody's or the Organizer. Moody's reserves the right to extend the duration of the Event and/or postpone any defined date(s).

The network may be subject to technical difficulties that may cause slowdowns or render any connection impossible. The Organizer cannot be held liable for any trouble in accessing the Organizer's website and/or the online registration process due to a failure of the network, maintenance work or malfunction of The Event's servers or for any other reason. Each participant is solely responsible for its internet access.

All participants shall endeavor to take all appropriate measures to safeguard data and/or software stored on their computer equipment against any harm.

THE IDEATION PLATFORM MENTORS

The Organizer will provide a number of mentors during the preparation phase leading up to the Event and during the Event itself.

- Upon a participant's request, mentors shall, at their sole discretion and at any time they choose, provide feedback to registered participants on their submissions.
- Mentors shall not be held liable for any loss or damage suffered and costs and expenses incurred arising from any advice that they provide to the participants.

HACKATHON JURY AND THE SELECTION OF THE WINNERS

The Jury for the Competition will be composed of representatives of Moody's.

- The Jury will evaluate the projects/solutions created during the Competition based on the demonstration and according to the judging criteria, which are listed further below.
- The members of the Jury might change at Moody's sole discretion and upon availability.
- In the event of a conflict of interest, a member of the Jury may withhold judgment, or be disqualified by Moody's from passing judgment, on a particular team or participant. Such disqualification shall not affect the judging or review of the team or participant's submission by other members of the Jury.

COMPETITION AGENDA

Subject to possible changes, the Competition agenda shall be as follows:

- March 12 – April 12: Register!
- March 12 – May 3: Ideation Phase (Call for Ideas)
- April 1 – May 3: Team Formation – Define your solution
- May 5 – May 10: Voting / Finalist selected
- May 13 – June 7: Arrangements made for live Event (including virtual participation as needed)
- Week of June 10: 2-day Live Final Hackathon Event
- On the afternoon of the second day of the Final Hackathon Event:
 - Final pitches in front of Jury (3min + 2 min Q&A)
 - Jury deliberation + quiz activity
 - Winner Announcements & Awards Ceremony

The agenda is subject to change at Moody's discretion. Moody's will inform participants of any such changes.

AND THE WINNERS ARE....

The Jury will select the winning team of the Competition according to the following judging criteria ("Criteria").

- **Technology** – How technically impressive was the hack? Was the technical problem the team tackled difficult? Are you using a new type of technology that can leverage our current products or something that can add efficiency to an existing product. *Are you leveraging existing resources and not reinventing the wheel?*
- **Product & Design** – Did the team consider customer and user needs? Have you thought about the route to market? Did the team put thought into the user experience? Is the interface well designed, e.g., is it easy to use or does it use a cool interface? *How big is the scope of the solution? (i.e. how many people will be impacted or what is the business impact)*
- **Ideation & Innovation** – How creative or original is the product idea? How unique is the business model? Could this idea have a material impact for Moody's and our customers (existing or new)?

- **Execution** (For the finalist in person only) – Does the hack work? Did the team achieve everything they wanted? Does the project do everything it's supposed to? Did you build a cross functional and diverse team? *If applicable, what is the accuracy of the solution?*

Jury decisions are final and cannot be challenged.

PRIZES

The Competition is endowed with 3 prizes (to be awarded to each team member):

1st prize: Polaroid HI-Print 2x3 Photo Printer

2nd prize: Foldable Drone w/Camera, 5G WiFi

3rd prize: Smart Glasses, Polarized with Bluetooth Speaker & Voice Control

Moody's reserves the right, if circumstances so require, to replace the prizes with others of equivalent value without liability being incurred thereby. The prizes gained are neither exchangeable, transferable, nor refundable against their cash value. To the extent permitted by applicable law, each winner is responsible for all applicable state, federal, provincial and/or local taxes, and all costs associated with the receipt or use of any prize. All prizes are awarded "as is," with no representations or warranties.

PRIZE ALLOCATION

Prizes will be made available following the Hackathon final judging.

Each potential prize winner may be required, as a precondition to the award of the prize, to sign and return an acknowledgement confirming compliance with an agreement to these T&Cs, an affidavit/declaration of eligibility, and/or a liability and publicity release, wherever lawful. A potential prize winner may be required to provide (a) Social Security or other international identification number for tax reporting purposes; and/or (b) legal identification, such as a driver's license, passport or other government-issued identification for identification purposes.

A potential prize winner will be disqualified and an alternate participant will be selected in the disqualified participant's place, if (1) the requested documents are not signed and returned to Moody's within ten (10) business days of receipt, (2) notification or prize is returned as undeliverable, (3) Moody's determines in its sole discretion that a potential winner is ineligible, (4) a potential winner declines a prize, or (5) a potential prize winner cannot be contacted within five (5) days of the first attempt to contact the potential prize winner. In addition, Moody's cannot be held liable due to loss during shipment.

FRAUD/DISQUALIFICATION

Moody's may cancel all or part of participations in the Competition if it appears that fraud has occurred in any form whatsoever, in particular, computer fraud, during the Competition. Moody's reserves the right not to award prizes to fraudsters, to disqualify the concerned prototype project and/or to bring actions against the authors of these frauds.

In addition, Moody's reserves the right to disqualify anyone who, in Moody's sole opinion, (a) violates or fails to comply with any of the provisions of these T&Cs; (b) tampers with the operation of the Competition or otherwise acts in a disruptive manner; (c) misrepresents

themselves or provides inaccurate, invalid, illegible or incomplete identifying information, or other misleading information; or (d) does not meet the requirements for participation as established by Moody's and described in these T&Cs. Without limiting the foregoing, any attempt to tamper with the entry process or otherwise undermine the legitimate operation of the Competition may be a violation of criminal and civil laws, and/or could result in disqualification from the Competition and/or disciplinary action. Moody's further reserves the right in its sole discretion to modify these T&Cs and/or suspend or cancel the Competition at any time without notice.

INTELLECTUAL PROPERTY RIGHTS

Any data used as part of the Competition may be subject to intellectual property rights. Participants are compelled to use such data in accordance with and with respect to any intellectual property rights.

Authorization granted to the participants to use data provided by or on behalf of Moody's is limited to the scope and duration of the Competition.

Participants in the Competition are aware and accept that all intellectual property rights and any other rights in and to all submissions and any other resulting work will become the exclusive property of Moody's.

The participants expressly authorize Moody's to publish, communicate, disclose, divulge and represent the submitted ideas and work results verbally, graphically or in writing, in any medium worldwide and without restrictions in time, and by any means, either present or future, free of charge, in relation to the Competition.

IMAGE RIGHTS AND PUBLICITY

The Participants may be filmed or photographed during the Competition. By joining the Competition, the Participants agree to the use and the distribution of their image by Moody's, including for promotional purposes occurring after the Competition. The production and distribution of such films and photographs will not lead to any compensation of the Participants.

In addition, Prize winners agree that Moody's shall be allowed to disclose the prize winner's first name, last name, city, state/province/territory and country in response to requests for identification of the winner and such information may be posted internally on Moody's intranet site(s).

OTHER TERMS

If one or more provisions of these T&Cs should be declared not enforceable, any other provisions will not be affected and will remain enforceable. In addition, Moody's failure to enforce any of these T&Cs shall not constitute a waiver of that or any other provision.

This Competition is governed by the laws of New York (without reference to conflicts of laws principles), and all entrants agree to personal jurisdiction and venue in the Southern District of New York for the resolution of all actions, litigation, claims and disputes, and agree that all actions, litigation, claims and disputes shall be brought in a court with competent jurisdiction in New York, New York.

Each participant agrees that neither Moody's nor and its related companies, and each such company's respective directors, employees, officers and agents (the "Released Parties") shall

have any responsibility or liability in any manner whatsoever for (1) unsuccessful efforts to notify any potential prize winner, or for any injuries, losses, or damages by reason of participation in the Competition or use of the prize; (2) any problems or any deficiency concerning addresses, phone systems, email delivery, computers, or networks; or (3) late or lost entries.

By participating in the Competition, to the extent permitted by law, each Participant agrees to release and hold harmless Moody's and the Released Parties from and against any and all liability, loss or damages arising from or in connection with the Competition, participation in the Competition, awarding, receipt and/or use of a prize or participation in prize-related activities. To the extent permitted by law, the Released Parties shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning the Competition.

IN NO EVENT SHALL MOODY'S OR THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY ENTRANT OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE COMPETITION, PRIZE OR USE OF A PRIZE, EVEN IF MOODY'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.