

## **Xylem Global Innovation Challenge 2022 Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. PARTICIPATION IS OPEN GLOBALLY TO ALL WHO ARE WILLING AND ELIGIBLE, EXCEPT FOR RESIDENTS OF U.S. EMBARGOED OR SANCTIONED COUNTRIES (BELARUS, CRIMEA, CUBA, ERITREA, IRAN, IRAQ, NORTH KOREA, QUEBEC, SYRIA, OR VENEZUELA).**

**SEPARATE FROM PARTICIPATION ELIGIBILITY, PRIZES CANNOT BE PAID TO RESIDENTS OF AFGHANISTAN, BALKANS, BELARUS, BRAZIL, CENTRAL AFRICAN REPUBLIC, CRIMEA, CUBA, EGYPT, ERITREA, HAITI, IRAN, IRAQ, LEBANON, LIBERIA, LIBYA, MALAYSIA, NORTH KOREA, PAKISTAN, QUEBEC, SOMALIA, SUDAN, SYRIA, TRINIDAD AND TOBAGO, TUNISIA, VENEZUELA, YEMEN, OR ZIMBABWE.**

### **ARTICLE 1 – OVERVIEW OF THE COMPETITION**

Xylem Global Innovation Challenge 2022 (“Challenge”, “Competition”, the “Event”) is hosted by Xylem Inc. (“Sponsor”) and organized by BeMyApp Corporation (“Organizer”). The Challenge, scheduled for March 1 - April 22, 2022, is open to individuals (“Participant”, “Entrant”) who are eligible to participate. Your participation in the Challenge constitutes your acceptance of all of the Official Rules contained in this document (the “Official Rules”, “Rules”), which will be available at <https://innovationchallenge.xylem.com>. Xylem’s decisions concerning the Official Rules or any other matter relating to the Challenge are final and binding.

### **ARTICLE 2 – OBJECTIVE OF THE COMPETITION**

#### **Overall Challenge Statement**

Water impacts our lives every day, from meeting our personal needs to influencing the global economy and the well-being of our planet. Factors like climate change, pollution and aging infrastructure threaten global water supplies and water security. At the Xylem Global Student Innovation Challenge, we are asking you to be a part of the solution!

Xylem is a leading water technology company committed to "solving water" by creating innovative and smart technology solutions to meet the world's water, wastewater and energy needs. Join this innovation challenge to make a positive impact and create water solutions!

Your innovation challenge project should address one of four challenge statements, which will be posted on the event platform starting March 1, 2022. **Note:** Xylem may modify the challenge statement before March 1, 2022 at any time in its sole discretion. The official challenge statement will be the ones presented on March 1, 2022.

## **Challenge Statement #1 – Solving Water with Alternative Sensing Technology**

## **Challenge Statement #2 - Smart Floating City Master Plan**

## **Challenge Statement #3 – Water Equity Lens**

## **Challenge Statement #4 – Race to a Net Zero World**

### **ARTICLE 3 - ELIGIBILITY**

Individual registration for the Competition is open from January 19, 2022 until March 1st at 11:59pm PT. The Competition will take place from March 1, 2022 to April 22, 2022 at 1:00pm PT.

**Xylem Ignite is a global youth initiative that seeks to build a strong network of passionate student leaders and empower them to drive real changes in the water industry. This innovation challenge is open to students between 13 and 25 years of age. The secondary school track is open to students enrolled in high school, secondary school, pre-university or equivalent, including those graduating in the spring or summer of 2022. The tertiary track is open to students enrolled in a college, university, community college, vocational school, coding bootcamp and other post-secondary schools or tertiary schools or equivalent. Students in graduate programs, such as masters or PhD, are eligible if they meet the age requirement.**

***Participants must be at least 13 years of age and no older than 25 years of age by or on March 1, 2022 to participate. If a participant is under 18 years of age, a Parent/Guardian Consent & Release form, which can be obtained at <http://bit.ly/xylemconsentform>, must be submitted. Failure to do so will end in disqualification of participation at the Xylem Global Innovation Challenge 2022.***

Employees, consultants, officers and directors of Xylem, BeMyApp (“BeMyApp”, “BMA”, “Organizers”), and or the judges, along with their immediate family members (spouse, siblings, children, and parents/guardians) and those living in the same household (whether or not related) are not eligible to enter. This Competition is not open to participants who are not legal residents of one of the eligible jurisdictions (those not on the embargo list) at the time of entry or who otherwise do not fall within the eligibility requirements set forth in these Official Rules.

Participant must not be a person residing in any country embargoed by the United States and/or subject to U.S. export controls or sanctions (including without limitation Iran, Cuba, Sudan, Syria and North Korea), or any other jurisdiction where the Competition is otherwise prohibited, restricted or taxed by applicable federal, state, territorial, provincial or local laws, rules or regulations and any other country designated by the United States Treasury’s Office of Foreign Assets Control. It is Participant’s responsibility to ensure that Participant is legally eligible to enter the Competition and receive a prize under any laws applicable to Participant in their jurisdiction of residence or otherwise.

This Competition shall be construed according to, and governed exclusively by, the laws of the State of California, United States of America. **NO PURCHASE NECESSARY TO ENTER OR WIN.**

Team size and registration requirements:

1. You may compete on a team of one to five registered participants. However, Xylem may increase the maximum team size at any time in its sole discretion. You can form your team before March 14, 2022.
2. Registration for the Competition is through the Competition Website located at the URL below:
  - a. <https://innovationchallenge.xylem.com>
3. **All Teams** must register on the Competition Website before the end of the day (11:59 PM PT) on March 14, 2022.
4. Teams entirely made up of students in the secondary school track will be judged as part of the secondary school track. Teams made up of tertiary school students, or a mix of secondary and tertiary school students, will be judged as part of the higher education track.

#### **ARTICLE 4 – REGISTRATION PROCESS**

Each **Participant** must register **individually**. Registration begins on January 19, 2022 and ends on March 7 at 11:59pm PT.

Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <https://innovationchallenge.xylem.com>. Registrants must provide the following information: last name, first name, date of birth, address, phone number, email and their profile for the purpose of the Competition, as suggested on the website. This information is required for the completion of their application.

By registering you affirm that the information submitted in the application is complete and accurate. Any incorrect or incomplete information will automatically result in the application being rejected.

Each participant may only join one team. Each team may only submit one entry.

Xylem reserves the right to reject an application at any time if the profile of the Participant does not comply with the Competition standards. Xylem and its officers, directors, employees and contractors, including BeMyApp, assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor for service provider, Internet, web sites, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any

technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

## **ARTICLE 5 – ENTRY WARRANTY**

By entering this Competition, each Participant hereby represents, warrants and agrees to produce written evidence of such if requested, that:

(i) The submitted entry, in whole and in part (including any materials provided in connection with the entry), does not violate or infringe upon any third party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights, or any other rules or regulations;

(ii) Participant has all rights, licenses, permissions, and consents necessary to submit the entry and to grant all of the rights granted to Xylem in these Official Rules (and in any or written Agreement signed by Participant), and the exercise thereof by Xylem and its contractors, and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;

(iii) The entry in whole or in part contains no malware, including without limitation viruses, trojans, worms, spyware, or any other harmful software, code, or other devices;

(iv) The entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, discriminatory, cruel, abusive, highly sensitive, grossly harmful, harassing, invading someone else's privacy, libelous, threatening, hateful, racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, harm minors in any way, deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature, impersonate another person, contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, threatens the unity, integrity, defense, security or sovereignty of a jurisdiction, friendly relations with foreign states or public order or illegal content, and/or technology or other content that is prohibited from export, content of an obscene or menacing character, prevents investigation of any offense, and does not otherwise offend against reasonable standards of taste and decency; and

(v) The entry does not contain information considered by the Participant or any other third party to be confidential.

In order to be eligible for this Competition, each Participant, Team and entry must comply with all other terms stated in these Official Rules. Xylem may amend or vary these Official Rules – for example, to extend the Competition period -- at any time and at its sole discretion. Xylem shall make good faith efforts to notify Participants of any changes, and will post the revised Official

Rules on <https://innovationchallenge.xylem.com>. Any changes shall be applied equitably to all Participants.

## ARTICLE 6 – SUBMISSION REQUIREMENTS

If Participant is a team it must appoint an individual for contact and potential winner notification and prize acceptance, if applicable. No more than one (1) prize will be awarded per Participant.

As between Xylem (including its contractors) and Participant, Participant has and retains all intellectual and proprietary rights in and to the entry.

Participant acknowledge and expressly agrees that their entry may be promoted by Xylem on their website(s) and/or in various media (including via paper, data and digital media) at Xylem's discretion.

- **Project Page:** Create a project page on the event platform at [the project page](#) and fill in all the required fields.
- **Register Your Team:** Register your team by adding ALL your team members to the “Our Team” section on the project page. Please note that each team member must be registered individually first in order for you to add them to the project page.
- **Supporting Materials:** Create presentation slides, which can also be used during your video presentation, and add them to your project page. If using Google Slides, make sure they are made public/viewable for those who have the link! Otherwise, a PDF can be attached on the project page.
- **Video Presentation/Demo:** Please create and share a brief 5-7 minute video presentation/demo about your project. Introduce your team, let the judges know what innovation challenge category you are competing in (high school or university), what challenge you are addressing, what your project is about and share a short demo of your solution.
  - Share a link to your presentation/demo video on the platform page.
  - If using Google Drive, make sure the video is made public/viewable
  - Make sure we have access and can view your video

## ARTICLE 7 – JUDGING/NOTIFICATION/DISQUALIFICATION

Xylem or its authorized representatives, will judge each eligible entry, using the following equally weighted judging criteria (“Judging Criteria”), and based on their sole view. Judges will agree to a statement of no conflict of interest. Each of the following 3 criteria will receive a score 1 - 5 based on the Judging Rubric. 15 will be the highest possible score.

- **Impact:**
  - Will this solution have a far reach and/or market potential?
  - How does it affect your community or what social impact does it have?
- **Innovation:**
  - Is the project new and disruptive?
  - Does the project deliver a fresh and compelling user experience?

- **Challenge Fit and Feasibility:**
  - How relevant is the project to the stated water challenge?
  - Is the solution possible, or just nice in theory?

Scores will not be shared with participants at any time. The entry receiving the highest aggregate scores in each challenge statement will enter the grand prize judging round. When deciding the grand prize winner, the judges can overrule the score out of 15 to select a winner if it is mutually agreed and discussed. Subsequently, the highest score in each category will become the category winner.

Scores will not be shared with participants at any time. The entry receiving the highest aggregate scores in each challenge statement will be entered into the Grand Prize judging round. When deciding the Grand Prize winner, the judges can overrule the scoring rubric and aggregate score to select a winner, if it is mutually agreed and discussed. After the grand prize winner is decided, the teams remaining with the highest score in each category will become the category winners. The Grand Prize winner will not also be the winner of their Challenge category.

If any Participant whose entry is selected as the winning entry for a given prize is disqualified for any reason, the Participant with the next highest scoring entry will be designated as the recipient of that respective prize. Potential winner(s) will be required to provide their first and last name, mailing address, phone number and bank account information to the Organizer within 72 hours of notification. The winner(s) may also be required to provide or complete relevant tax forms or information, including a W9 for U.S. residents. Potential winner(s) will be disqualified if (1) the potential winner cannot be contacted/does not respond within 48 hours after two (2) attempts to notify the potential winner; (2) the potential winner is found not fulfill the eligibility requirements; (3) the potential winner is found not to have adhered to the Official Rules. By accepting the prize, the winner consents to the publication of their name on any of Xylem's websites and in other publications in all forms of media. Judging decisions are final and cannot be challenged.

## **ARTICLE 7 – PRIZES, PRIZE ALLOCATION, AND TAXES**

The competition is endowed with a \$20,000 USD Prize Pool ("Prize", "Prize Pool", "Incentive"). The prize pool will be divided between the two groups based on the eligible participant types, Secondary School Students and Tertiary School Students, with \$9,500 USD allotted to each group. All prizes will be divided equally amongst the winning team members. The prize breakdown for each group is as follows:

### **Secondary School Students**

1. \$5,000 - Grand Prize
2. \$1,000 (x4) - Category Prizes
3. \$500 - People's Choice Award

### **Tertiary School Students**

1. \$5,000 - Grand Prize
2. \$1,000 (x4) - Category Prizes
3. \$500 - People's Choice Award

A voting system determines the people's choice award. Each registered member will receive one ballot for the award in each track. The people's choice award will not overlap with the Grand Prize or Category Prize winner.

Incentive Prize Pool of \$1,000. 20 people will win a \$50 gift card based on a raffle. They will be entered in the raffle through activity participation. For more information see the event platform.

The Organizer may modify the incentive distribution rule at any time in its sole discretion. The Organizer reserves the right, if circumstances so require, to replace the prize(s) by others of equivalent value, without liability being incurred thereby.

Xylem, at its sole discretion, may offer an incubation program to one or more of the winners, or one or more non-winning Participants, to further develop the entered solution. If an incubation program is offered, the terms of such an arrangement will be separately settled amongst Xylem and the recipient of such offer.

Prizes will be distributed by BeMyApp within approximately 120 days of the official winners announcement, to the address indicated by the Winner(s). Winner(s) must provide a valid address, bank account details and necessary tax documentation within 14 days of first email notification of the prize. Prizes will be sent via one the following online payment tools: Bill.com, PayPal or Tremendous. A Winner shall forfeit their prize if; (1) any of the information (address, bank details or tax documentation) provided by said Winner is unusable (illegible, incomplete or erroneous); (2) said Winner is unable to receive the prize via one of the listed payment tools due to ineligibility of transfer and/or lack of local support of tool. In addition, the Organizer cannot be held liable because of an error in routing of the prize, or the loss of the prize during shipment.

The Organizer reserves the right to substitute a prize of equal or greater value where permissible under law. Winners are responsible for bank and any other fees associated with the transfer of funds and currency exchange from US dollar to local currency. All taxes are the sole responsibility of the winner. Chances of winning depend on the number of eligible entries received and the skill in meeting the Judging Criteria.

## **ARTICLE 8 - GENERAL**

Participants agree to abide by and be bound to all terms of these Official Rules and the decisions of Xylem and its judges, which are final and binding in all respects, as well as the referenced Privacy Statement in Article 13. These Official Rules and the referenced Privacy Statement may be amended or varied at any time during the Promotion Period by Xylem and at Xylem's sole discretion, and Xylem will post the revised Official Rules at <https://innovationchallenge.xylem.com> and email such revised Official Rules to the email address provided by Participant. Participant is entitled to withdraw from the Participation in case it does

not agree to such revised Official Rules, and the license granted by Participant in Section 5 will be terminated accordingly.

By continuing the Competition, Participant hereby agrees to the revised Official Rules without any objection. Failure to timely return or properly complete release documents (as described herein), or if a prize notification or any prize is returned as undeliverable, or if winner is not eligible or does not comply with these Official Rules, will result in prize forfeiture and an alternate winner may be selected, in accordance with the provisions of Section 8 above. Xylem reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Participant or winner who, in Xylem's reasonable suspicion, tampers with the Competition website, the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.

Xylem makes no representations or warranties of any kind, express or implied, regarding your participation in the Competition or your chances of winning a prize.

## **ARTICLE 9 - EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY**

Exploitation and property rights to prototypes developed during the Competition are reserved to Participants.

If the Participants wish to assign their rights, they shall first offer Xylem the option to acquire the rights in their prototypes for commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between Xylem and the Participants.

During the Competition, the Participants shall only use elements which are clear of any rights. Any third-party elements included in the prototype, including open source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Participant understands that this information is taken into account in the assessment for the allocation of a prize.

The prototypes shall not infringe any intellectual property right or images right. Each Participant warrants to Xylem that their creation does not infringe in any way any third-party rights, and that they obtained, where necessary, the authorization of any third party.

By joining the Competition, Participants expressly authorizes Xylem to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes presented during the Competition. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes Xylem to present all the works realized on all the communication media used in support of this Competition as well as to mention names, first names and images of the Participants.

## **ARTICLE 10 - LIMITATIONS OF LIABILITY:**

Xylem and its contractors are not responsible for damage to Participants' computer or website development equipment or technology or to any other person's or entity's computer or website development equipment or technology related to or resulting from participating in this



Competition or downloading materials from or use of web sites. Any use of competition or sweepstakes clubs (or similar methods), robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any Participant using such methods. If, for any reason, the Competition is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Xylem deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, Xylem reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Competition and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by Xylem, including should unforeseeable events make the Competition impossible or impracticable. Xylem and its contractors shall not be liable to Participant or any other person for failure to execute the Competition, or supply a prize or any part thereof, by reason of any action(s), regulation(s), order(s), or request(s) by any governmental or quasi governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Xylem and its contractors, their parents, affiliates, subsidiaries, and related companies, their advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of participation in the Competition, Competition/Prize related activities, access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s).

Waiver of Warranty. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE COMPETITION WEBSITE(S) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. This Competition is governed by United States law, and Participant hereby makes itself subject to jurisdiction of the laws of the United States with respect to any dispute relating to the Competition. As a condition of participating in this Competition, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Competition shall be resolved individually, without resort to any form of class action, via arbitration before a neutral arbitrator.

To the maximum extent permitted by law, Participant indemnifies and agrees to keep indemnified Xylem 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, Participant agrees to defend, indemnify and hold harmless Xylem 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 or other material uploaded or otherwise provided by Participant 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 Competition; (c) any non-compliance by Participant 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 Competition; and (e) acceptance, possession, misuse or use of any prize or participation in any Competition-related activity or participation in this Competition. Participant releases Xylem from any liability associated with: (a) any malfunction or other problem with the Competition 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.

#### **ARTICLE 11 - CONFIDENTIALITY**

The Participant acknowledges the confidentiality of all information and documents which have been shared with them throughout the Competition.

During the whole duration of the Competition, the Participant will not directly or indirectly use or share any information with any third party, unless they have obtained a written authorization to do so, delivered by Xylem beforehand. This applies to information shared with them by Xylem, or shared with them indirectly, upon the execution of this contract.

The Participant commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on Xylem's simple request. This confidentiality agreement is valid for 24 months from the start of the Competition.

## **ARTICLE 12 – PROTECTION OF PERSONAL DATA**

The collection and processing of personal data relating to the Participant by Xylem or BeMyApp is primarily intended to ensure that the Competition will be properly completed, and in particular to allow Xylem or BeMyApp to contact the winner and to award them the prizes in an efficient way and, if the case arises, to publish the list of the winners.

You acknowledge and expressly consent that Xylem Ignite and its affiliates ("Xylem") may collect, use and disclose your name, basic contact and related information (email address, phone number, home address, other contact information, school name and school year as well as your likeness (e.g., photograph, video clip) ("Image" and collectively with other personal data listed above, "Personal Data") to use for basic promotional purposes. You also acknowledge and consent that in providing your Image, certain "sensitive" or "special" personal data may be discernible about you (e.g., race or ethnic origin or religion) and that all Personal Data collected about you may be transferred out of your home country to Xylem affiliated companies and authorized service providers for the purposes described in the Official Rules. You may withdraw your consent at any time (although such withdrawal of consent will only apply on a prospective basis and will not impact the lawfulness of processing of Personal Data that occurred before such withdrawal of consent) by requesting directly to BeMyApp at the following address: 535 Mission St 14th floor, San Francisco, CA 94105. If you are under the age of 18, we will collect your parent's or guardian's email address to ask their consent in order for you to participate in this program.

The legal basis for processing your Personal Data is consent, however, we may rely on other lawful grounds to process your Personal Data, such as where necessary to perform or enter a contract with you. You have certain rights with regard to your Personal Data. Specifically, subject to applicable law, you have the right to request access, review, update, rectification, transfer, and/or deletion of your Personal Data, or restrictions on the processing of your Personal Data by requesting directly to BeMyApp at the following address: 535 Mission St 14th floor, San Francisco, CA 94105. You also have the right to lodge a complaint with the competent data protection supervisory authority.

Finally, Xylem will retain Personal Data in order to reach out to students for future promotions if the participant and/or parent/guardian consents to it during registration. Following the Competition, if you have any questions about Privacy or Personal Data, or would like to request deletion of your personal data, please contact us at: [ignite@xyleminc.com](mailto:ignite@xyleminc.com)

Personal Data you submit when you participate in the Competition will also be treated in accordance with BeMyApp's Privacy Policy <http://privacy.bemyapp.com/> and applicable data protection laws.

## **ARTICLE 13 - PUBLICITY CONSENT & IMAGE RELEASE**

By entering and/or accepting a prize, Participants and/or winners hereby consent, where lawful, to the use by the Organizer (and its authorized third parties) of all content included in the entry or otherwise shared with BeMyApp or Xylem by the Participant, including the Participant's name, Image, voice, hometown, and/or biographical information, in any and all media now known or hereafter developed worldwide, including on the Internet, without additional compensation, and without the right of review, notification, or approval in connection with the Competition. It is the responsibility of the Participant to withhold any personal information or representations of their Image which they do not consent to be publicized, including their Image as shared in videoconferencing.

You acknowledge that you will receive no compensation from Xylem other than any goodwill and publicity that you may receive relating to the publication, distribution or other use of the Image. Xylem shall have the right to modify, reproduce, display or otherwise disseminate the Image in whole or in part, provided that any modifications or alterations made to such Image do not significantly alter or misrepresent the original content. You hereby release and discharge Xylem, its employees, agents, successors, licensees and assigns from any and all claims that you may have in connection with Xylem's use, display, dissemination or exploitation of the Image, including, but not limited to, any claims for defamation; violation of any moral or artist rights; and/or any right of privacy or publicity. You acknowledge that Xylem is the sole and exclusive owner of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, worldwide, in the Image and the individual components thereof and you will take no action to challenge or object to the validity of such rights or Xylem's ownership or registration thereof.

If you have any questions about Consent and Image Release, please contact us at: [ignite@xylem.com](mailto:ignite@xylem.com)