

In Good Company: The 2018 Optimal Aging Innovation Challenge

OFFICIAL RULES

BY REGISTERING FOR THE IN GOOD COMPANY: THE 2018 OPTIMAL AGING INNOVATION CHALLENGE (THE “COMPETITION” OR “CHALLENGE”), YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE SPONSORS AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN PLEASE DO NOT SUBMIT AN ENTRY IN THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

1. **APPLICABLE TERMS:** The “Official Rules” for the Competition include not only the terms and conditions set forth here, but also the additional terms specified at [<https://gex.brightidea.com/InGoodCompanyChallenge>] (the “Competition Website”).

The Official Rules may change from time to time, provided that any such change shall only apply prospectively. You are urged to consult the Competition Website and review the Official Rules regularly during the Competition.

THE OFFICIAL RULES SUPERSEDE ANY OTHER RULES AND TERMS & CONDITIONS ON THE WEBSITE OF THE COMPETITION’S ADMINISTRATOR, BRIGHTIDEA, TO THE EXTENT THERE IS ANY CONFLICT OF TERMS.

2. **SPONSORS; ADMINISTRATOR:** The Competition is administered by BrightIdea (“Administrator”), 255 California Street, Suite 1100, San Francisco, CA 94111 on behalf of General Electric Company (“GE”), 41 Farnsworth Street, Boston, MA 02210; Massachusetts Institute of Technology’s AgeLab (“MIT AgeLab”), 1 Amherst Street, Cambridge, MA 02142; and Benchmark Senior Living (“Benchmark”), 40 William Street, Suite 350, Wellesley, MA 02481 (collectively referred to as “Competition Sponsors”). Administrator BrightIdea together with Competition Sponsors are collectively referred to as “Sponsors.” Prizes are being funded by MIT AgeLab and Benchmark, collectively referred to as “Prize Sponsors.”
3. **COMPETITION DATES:** The Competition commences on July 9, 2018 at 9:00am EDT and the deadline for submitting an Entry (as defined herein) is September 28, 2018 at 5:00pm EDT. The server hosting the Competition Website is the official time clock for the Competition.
4. **GENERAL INFORMATION:** Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Entry. You are solely responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for abiding by your employer's policies affecting participation in the Competition. If you are entering on behalf of a business partnership, company, institution or other entity, you are responsible for

confirming with the applicable partnership, company, institution or other entity that your Entry does not violate any policies set by that partnership, company, institution or other entity. Sponsors disclaim any and all liability or responsibility for disputes arising between you and your employer, collaborators or other persons or entities related to this Competition. You are solely responsible for all taxes and reporting related to any award that you may receive as part of the Competition. You may be subject to background screenings as needed to assure the Sponsors' legal compliance.

Sponsors shall have the right to remove any blog comment or posting from the Competition Website in their sole discretion at any time and for any reason. Any compromise to the fair and proper conduct of this Competition may result in the disqualification of an Entry, termination of the Competition, or other remedial action, at the sole discretion of the Sponsors. Sponsors reserve the right to modify, remove or add data to the Competition Website upon notice to Entrants through their Accounts, via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Sponsors reserve the right in their sole discretion to extend or modify the dates of the Competition and/or Entry submission dates, and to change the terms of these Official Rules governing any portion thereof taking place after the effective date of any such change upon notice to Entrants, via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine.

You are solely responsible for all equipment, including but not necessarily limited to, a computer and modem necessary to establish a connection to the World Wide Web; access to the World Wide Web and any related telephone, data, hosting or other service fees associated with such access, as well as all costs incurred by you or on your behalf in participating in the Competition

5. **COMPETITION OBJECTIVE:** The objective of the Competition is to identify ideas, solutions and/or technologies that reduce isolation and loneliness in the older population across at least one of, but not limited to, the following categories: caregiving, transportation, housing and employment.
6. **ELIGIBILITY:** The Competition is open to all individuals over the age of 18 or the age of majority in said individual's geographic location at time of entry and to all validly formed legal entities that have not declared bankruptcy or been declared bankrupt, who are not on any blocked parties or entities lists maintained by the U.S. Government. Employees and contractors of GE, those appointed to the Governor's Council to Address Aging in MA, MIT AgeLab, Benchmark and BrightIdea and any of their respective affiliates or subsidiaries, as applicable, are not eligible to enter.
7. **HOW TO ENTER:** To enter, you must first create an account on <https://gex.brightidea.com> (unless you already have such an account, in which case you need not create another account). All of the information that you provide is collectively referred to as your "Account." After an Account is created, you may register for the Competition. **If you are registering for a team or legal entity, you must identify a single individual to serve as the "Official Representative" of the team or entity.** Visit the Competition Website for further instructions of how to prepare and submit your entry.

You must submit your completed entry (your "Entry") through the Competition Website using the idea submission form (found on the Competition Website's tab "Submit Idea") in accordance with the instructions provided on the idea submission form and these Official Rules.

By registering, you acknowledge that:

- a. you are solely responsible for the security, accuracy and use of your Account;
- b. your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or Sponsors have reasonable grounds to believe it is) incomplete, incorrect or inaccurate; and
- c. Account information is being collected by Administrator in the United States on behalf of Competition Sponsors and may be transferred elsewhere globally as needed for the purposes of the Competition and Competition Sponsors' business purposes.

Each registrant who submits an Entry is referred to as an "Entrant" in these Official Rules and as "Entrant" or "Applicant" on the Competition Website.

8. **ENTRY REQUIREMENTS:** Entries are non-confidential and must introduce Entrant's solution and expertise.

All Entries must be in English. Entry attachments may be submitted in .pdf, .xls, .xlsx, .doc, docx, .ppt, or .pptx formats. Links to publicly available online videos (e.g., YouTube) can be included in your Entry. There is a maximum limit of 10MB for your complete Entry, including supplemental attachments.

Your Entry must include following:

- A description of proposed solution or technology, including:
 - A clearly framed problem, an explanation of how your innovation solves that problem (including rationale for how it will reduce isolation and/or loneliness), and a strong value proposition;
 - A clear definition of the pricing and business model for your solution, including a distinction between payers and users, vision for the market, and why this solution is different from other offerings currently on the market;
 - A plan for how success of the program / idea / technology will be measured and evaluated;
 - Evidence (such as direct interviews, focus groups, or survey data) of the target population confirming that your solution would benefit them and their network;
 - A detailed estimate of the type and amount of impact the program / idea / technology should drive within the Massachusetts market;
 - Explanation regarding how the solution will be accessible to diverse populations and communities;
 - A clear description of the feasibility of deployment of the program / idea / technology within the Massachusetts market; and,
 - Any supporting documentation (e.g., illustrations, performance data, preliminary evidence, etc.).
- Technical maturity of proposed solution or technology, including:

- If applicable, a description of commercialization progress to date (current technical maturity);
- A description of a pathway to commercial scale (including timing, estimated budget, and any barriers to bringing your solution to market); and,
- Level of interest in collaborating to bring your solution to market.
- Entrant's (or each team member's, if Entry is a team) background and related expertise (such as a CV).

YOUR ENTRY MUST NOT INCLUDE OR OTHERWISE DISCLOSE CONFIDENTIAL INFORMATION.

9. **INTELLECTUAL PROPERTY RIGHTS:** By submitting an Entry and participating in this Competition, you are not granting Sponsors any rights to any existing or future patents related to technology described in your Entry. However, you are granting Competition Sponsors the unrestricted, royalty- and fee-free right to use, *reproduce, distribute, create derivative works based upon*, implement and disclose any submitted ideas and materials to the extent they are not covered by an issued and enforceable patent, *and to allow others to do the same*.

A cash prize winner who is offered a post-challenge opportunity by Prize Sponsors and/or their respective affiliates ("Offering Parties") may be obligated to (1) disclose pre-existing contracts which Winner may have entered into with third parties regarding Winner's Entry and/or (2) enter into one or more agreements with such Offering Parties. ALL SUCH POST-CHALLENGE OBLIGATIONS ARE OUTSIDE THE SCOPE OF THIS COMPETITION AND ARE NOT BE GOVERNED BY THESE OFFICIAL RULES.

By submitting an Entry and participating in this Competition, you do grant Sponsors certain limited rights, as set forth in these Official Rules. By submitting an Entry, you consent to the use by Sponsors, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, image, biographical information, prize information (if an award winner), your entity or team name (if your Entry is from an entity or team) and any other personal data submitted with your Entry and the contents in your Entry (including any created works), in connection with the Competition, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you, including, without limitation, by listing you as an Entrant on the Competition Website and in materials related to Sponsors' promotion of the Competition. You agree that this consent is perpetual and cannot be revoked.

You agree that nothing in the Official Rules grants you a right or license to use Sponsors' names or any Sponsors' trademarks or service marks.

10. **BUSINESS RELATIONSHIP:** You acknowledge that the intent of the Competition is to encourage Entrants to suggest ideas and innovations to Sponsors. Neither participation in this Competition nor acceptance of a Prize creates an obligation on either your part or any of the Sponsor's parts to negotiate or enter into any business relationship or to sign any commercial agreement.

11. **PRIVACY:** By entering this Competition, you acknowledge and agree that Sponsors will have access to and use of any personal data provided in connection with your Entry for purposes as described in the Official Rules and as governed by the Privacy Policy posted on the GE Website <http://www.ge.com/privacy>. You further agree that Sponsors may share this personal data in connection with your Entry with designated third parties for purposes as described in the Official Rules. For Entrants living outside the United States, you specifically acknowledge that you accept the practices and policies outlined in these Official Rules and in the Privacy Policy for the Competition Website and consent to having your data transferred to and processed in the United States.
12. **CONFIDENTIALITY:** Because Sponsors do not wish to receive or hold any submitted materials “in confidence,” **you agree that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between Sponsors and you, the Entrant, if different, or any owner of anything contemplated by or included in your Entry.**
13. **WARRANTIES:** By submitting an Entry, you represent and warrant that all information in your Entry and all information that you submit via the Competition Website is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry and disclose the all information and submit all materials included therein on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry (both the information and materials submitted in the Entry and the underlying technology/method/idea described in the Entry):
 - (a) is original work or you or your team and representative of your capabilities,
 - (b) that you have given full and proper credit within your Entry to any persons or entities whose information, data or materials or technology/method/idea is included or described in your Entry;
 - (b) does not contain confidential information or trade secrets (yours or anyone else’s);
 - (c) does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
 - (d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or materials;
 - (e) does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement; and,
 - (f) does not trigger any reporting or royalty or other obligation to any third party.

A breach of any warranty set out in this provision of the Official Rules will result in the corresponding Entry being invalid.

14. **JUDGING:** Entries will be evaluated by a panel of at least (5) five judges comprised of employees the GE Healthcare business, the Council, the MIT AgeLab and Benchmark with expertise in the fields of healthcare, public health and socioeconomic development (collectively the “Judges Panel” or “Judges”).

Entries will be evaluated based on compliance with the Entry Requirements specified above as well as a combination of the following (collectively the “Judging Criteria”).

- Perceived effectiveness to reduce loneliness and isolation of the aging population;
- Proof of concept and commercial viability;
- Prospective applicable market size/ level of application for solution;
- A pathway to be affordable and accessible across diverse populations; and,
- Entrant’s openness to an ongoing endeavor to help mature the solution (prospective public/private endeavor such that it can better serve the aging population and network).

Judging will occur during the period from October 2018 through November 2018.

ALL DECISIONS OF SPONSORS AND THE JUDGES PANEL WILL BE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS COMPETITION.

15. **AWARDS:** Up to four (4) Entries will each be awarded a cash prize of \$5,000 USD (the “Cash Prize”). The potential cash prize winners will be notified by Sponsors on or about late November 2018.

Cash Prize Winners may have the opportunity post-Competition to explore possibilities for further collaboration with Prize Sponsors or Prize Sponsors’ partner entities (e.g. Commonwealth of Massachusetts public organizations) and such further opportunities may involve mentoring, funding for technical development, and/or collaboration toward commercialization. **ALL POST-COMPETITION OPPORTUNITIES ARE CONSIDERED OUTSIDE THE SCOPE OF THIS COMPETITION AND SHALL BE NEGOTIATED WITH PRIZE SPONSORS AND/OR PRIZE SONSORS’S PARTNER ENTITIES SEPARATE AND APART FROM THIS COMPETITION.**

Competition Sponsors reserve the right to select fewer than four (4) winners, or even to select no winners, in the event that an insufficient number of Entries meeting the Judging Criteria are submitted during the Competition Period, as determined in the sole discretion of the Judges. This is a contest of skill. Whether or not your Entry is determined a winner depends on the quality of your Entry and how your Entry compares to the other Entries in the Competition based on the Judging Criteria.

AS A CONDITION FOR RECEIPT OF THE \$5,000 CASH PRIZE, POTENTIAL PRIZE WINNERS WILL BE REQUIRED TO EXECUTE ADDITIONAL DOCUMENTATION, INCLUDING BUT NOT LIMITED TO A DECLARATION OF ELIGIBILITY AND RELEASE.

All potential winners will be notified by the e-mail address provided in the Account used to submit the Entry. Return of any notification as “undeliverable” will result in disqualification. Potential Prize winners are subject to verification of eligibility and compliance with these Official Rules.

Competition Sponsors reserve the right to examine Entries for compliance with the Competition Rules.

After verification of eligibility and receipt of the required documents, Prizes will be distributed in the form of a check addressed to the Entrant or, for teams, to the team's Official Representative. That Official Representative will have sole responsibility for further distribution of the Prize among participants on a winning team. No substitution or transfer of Prizes is permitted. Prizes will be awarded per winning Entry, not per Entrant or number of persons involved in the Entry. All Prizes are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the Prize, unless otherwise mutually agreed in writing between you and Prize Sponsors. Entrants are responsible for all taxes and reporting related to any Award that the Entrant receives as part of the Competition.

16. LIMITATION OF LIABILITY; INDEMNITY:

- a. Sponsors are not responsible for (i) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (ii) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, telephone, cable, and unavailable network or server connections, or transmission lines, or (iii) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or other issues related to data such as quality, access or security. Sponsors are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Sponsors disclaim any liability for damage to any computer system or device resulting from participation in, or accessing or downloading of information in connection with the Competition.
- b. Sponsors reserve the right to modify, remove or add data to the Competition Website upon notice to Entrants through their Accounts, via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Sponsors reserve the right in their sole discretion to extend or modify the dates of the Competition and/or Entry submission dates, and to change the terms of these Official Rules governing any portion thereof taking place after the effective date of any such change upon notice to Entrants, via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Entrants are urged to consult the Competition Website regularly during the Competition. Sponsors shall have the right to remove any blog comment or posting related to the Competition from the Competition Website in their sole discretion at any time and for any reason.
- c. By participating in the Competition, you agree to release, indemnify and hold harmless Sponsors, and their respective organizations, parents, affiliates, subsidiaries, and advertising and promotions agencies, as applicable, and each of their respective agents, representatives,

officers, directors, shareholders, and employees (collectively, "Sponsor Entities") and the Judging Panel from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of your participation in, association with or submission to the Competition (including, without limitation, any claims alleging that your Entry infringes, misappropriates or violates any third party's intellectual property rights).

- d. Sponsors shall have no liability or responsibility for use by any other individual or entity of any aspect of your Entry
17. **NO OBLIGATION:** You acknowledge that multiple participants may submit Entries that contain designs, concepts or technologies similar to your Entry and that Competition Sponsors, and/or their respective subsidiaries and business partners, as applicable, may already be investigating or developing technical solutions or business activities that are related or similar to those that you disclose in your Entry. You acknowledge and agree that Competition Sponsors' actions with respect to another Entry or one of their own solutions or business activities, even if similar to your Entry, shall not create in Competition Sponsors any liability to you or others. Further, Competition Sponsors are not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that they see fit, independent of you and at their sole discretion, any technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that Competition Sponsors are not obligated to take any action whatsoever with regard to your Entry.
18. **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.
19. **WAIVER:** BY ENTERING THE COMPETITION, YOU WAIVE ALL RIGHTS TO SEEK INJUNCTIVE OR EQUITABLE RELIEF, OR TO CLAIM MULTIPLE, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES. EXCEPT WHERE PROHIBITED BY LAW, BY ENTERING YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THESE OFFICIAL RULES OR THIS COMPETITION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.
20. **APPLICABLE LAW:** You agree that these terms and the relationship between you and the Sponsors shall be governed by the laws of the United States and the State of New York and/or the Commonwealth of Massachusetts.

You acknowledge and agree that all aspects and content of your Entry shall be treated as if made in the United States and that United States laws relating to patents, inventions, assignments and

compensation shall supersede the relevant laws of any country in which the Entry may have been conceived and/or made.