Meridian 2022 Design Contest

OFFICIAL RULES

Important: Please read these Official Rules before entering this contest (the "Contest").

In order to be eligible to enter this Contest, You must agree to be bound by these Official Rules by visiting https://stellarform.typeform.com/to/G0q4pnXT and indicating Your agreement to these Official Rules, and You must satisfy all of the eligibility and other requirements below.

No purchase is necessary to enter the Contest. Contest void where prohibited or restricted by law. Subject to applicable federal, state, provincial, and local laws, rules, and regulations. Each entrant is responsible for confirming that their participation is not prohibited by applicable laws, rules, regulations, or affiliated entity terms, rules, or policies prior to participating in the Contest.

"You" means the individual or entity participating in this Contest.

- **1. Eligibility:** To be eligible to enter the Contest You must:
- **a.** At the time of entry be at least 18 years old (or the age of majority in the jurisdiction where you reside, whichever is older);
- b. Not be an individual on the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List or otherwise under sanction by OFAC (or an immediate family member (spouses, parent, child, sibling, grandparent, and "step" child, wherever they may live) of such an individual) or be employed by or affiliated with an entity sanctioned by OFAC;
- c. Not be a resident of Brazil, Quebec, Italy, or any country, state, province, or territory subject to comprehensive OFAC sanctions, including Cuba, Iran, North Korea, Syria, or any Russian-controlled region of Ukraine; and
- **d.** Must have a passport valid until at least January 14, 2023, be able to obtain a visa to enter the Schengen Area (if necessary for your country of citizenship), and be otherwise eligible to enter Italy for purposes of attending Meridian.

(For (b) and (c) above, the list of sanctioned countries and individuals can change, so visit https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information to find a current list of countries and more information on sanctioned individuals).

Directors, officers, members, managers, and employees of Stellar Development Foundation ("*Sponsor*") and their parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, webmasters, and immediate family members (spouses, parent, child, sibling, grandparent, and "step" child, wherever they may live) of each are not eligible to enter the Contest. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, AND ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO ENTER THE CONTEST. To be eligible to enter the Contest, entries must be completed and received by Sponsor in the manner and format designated below.

2. Contest Period: All Submissions (defined below) must be received by Sponsor in the manner designated below between 8 a.m. Pacific Time ("PT") on Tuesday, August 10th, 2022 and ends at 4 p.m. PT on Saturday, September 3rd, 2022 (the "Submission Period") and meet all other requirements in these Official Rules to be eligible to win an award.

3. How to Enter: The Contest requires You to submit a design, inspired by the theme of Meridian 2022, 'The Urgency of Doing.' All Designs must be submitted via Typeform online submission.

To enter, complete the following steps during the Submission Period:

- **Step 1: Create Your Design:** Inspired by the Meridian 2022 theme 'The Urgency of Doing,' create a digital design that can be placed on a sticker. The design must (i) include the Meridian logo; (ii) fit the sticker art imprint area: 3.5"w x 2"h; and (iii) must be shared in Encapsulated PostScript Format (EPS).
- **Step 2: Explain Your Design:** In 500-words or less, explain how your design is inspired by the Meridian 2022 theme 'The Urgency of Doing.'
- **Step 3: Submission**: Submit EPS file and the design explanation through this Typeform link: https://stellarform.typeform.com/to/G0q4pnXT and follow the instructions to submit your Submission, including by providing all requested information and by indicating Your agreement to these Official Rules. Your Submission must comply with the Submission Guidelines and Restrictions below.

By submitting an entry as instructed above (a "Submission"), You represent and warrant that: (i) You authorize the Submission and expressly agree to these Official Rules; (ii) the Submission complies with these Official Rules (including the Submission Guidelines and Restrictions below); (iii) the Submission does not violate any applicable law, rule, policy, or regulation; (iv) any entity with which you are employed or affiliated authorizes and does not prohibit or restrict Your participation in this Contest in any way; (v) the Submission does not supply untruthful, incomplete, inaccurate or misleading information; (vi) the Submission is Your original creation and is owned 100% by You, or, alternatively You have the full rights to grant the license and other rights that You grant to Sponsor in Section 10 below; and (vii) You agree to the Sponsor's Terms of Service and Privacy and Policy. Sponsor may choose to remove any Submission or disqualify You from the Contest if it believes that Your Submission fails to conform with the terms of these Official Rules or the Submission Guidelines and Restrictions below. Upon completion of all required entry steps and compliance with these requirements, You will automatically receive one entry into the Contest.

Eligible participants may enter only as individuals. Team and/or joint submissions will not be accepted. Each eligible participant may only submit one Submission. Submissions may not be modified after submission or after the Submission Period.

Submission Guidelines and Restrictions

- All Submission materials must be in English or, if not in English, You must provide an English translation of explanation of Your design.
- Your Submission must not (in Sponsor's discretion): (i) violate any third-party intellectual property or other rights, including copyrights, trademark rights, patent rights, confidentiality, exclusivity, or rights of privacy and publicity; (ii) contain disparaging or defamatory content; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and/or (vii) involve, facilitate, support, or promote unlawful activities, including, but not limited to: fraud, drug trafficking, purchases on dark web markets, theft, illegal arms trafficking, human trafficking, abduction, extortion, embezzlement, corruption of public officials, acts of terrorism or terrorist financing; (viii) involve, facilitate, or promote gambling; or (ix) contain, transmit, or instill malware or phishing pages or devices.
- If the Stellar and/or Meridian logos are used in the entry, the usage must follow the SDF Brand Policy.

 Submissions are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late.

If participating in this Contest via Your mobile device (for which service may only be available via select devices and participating wireless carriers and is not required to enter), You may be charged for standard data use from Your mobile device according to the terms in Your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on Your wireless device bill or deducted from Your pre-paid balance. Wireless carrier rates vary, so You should contact Your wireless carrier for information on Your specific data plan.

4. Identity of Entrant: All Submissions must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud, bots, or other illegitimate means will result in disqualification, at Sponsor's discretion.

If there is a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address associated with the account through which the Submission is made. An "authorized account holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email account associated with the winning Submission.

5. Selection and Notification of Winner: Winners will be selected as follows:

<u>Judging</u>: On or about September 5, 2022 a panel of 9 judges ("**Judges**") selected at Sponsor's discretion will score each eligible Submission based on the following judging categories ("**Judging Categories**"):

- 1) **Quality of Design**: Submission's creativity, originality, and relevance to the Meridian theme, 'The Urgency of Doing'; and
- 2) **Explanation of Design**: How well the Submission design is explained in 500 words or less, and relevance to the Meridian theme, 'The Urgency of Doing'.

Each Judging Category is worth a maximum score of 100 points. The Judges will then add up the score received in each Judging Category for each Submission to determine the total Judge's Score ("Judge's Score") for such Submission. By way of example, the maximum Judge's Score that may be awarded to a Submission is 200 points.

The entrant responsible for the Submission receiving the top Judge's Score will be deemed the potential "First Place Winner"; the entrant responsible for the Submission receiving the second highest Judge's Score will be deemed the potential "Second Place Winner"; and the entrant responsible for the Submission receiving the third highest Judge's Score will be deemed the potential "Third Place Winner." In the unlikely event of a tie, the Submission that received the higher score from the Judges in the category of "Quality of Design" will be determined to have the higher Judge's Score out of the tied Submissions. In the event there is also a tie in the category of "Quality of Design," the Judges will determine which Submission is better overall by a simple majority vote.

Any fraudulent, unfair, or deceitful behavior related to the voting or the Contest, including directly or indirectly offering any person financial or other incentive for votes, creating multiple or fake/sock puppet accounts, brigading, casting multiple votes, or using bots and similar electronic tools, is prohibited and will result in disqualification.

The Judges' decisions are final with respect to all aspects of the Contest's judging, including as to the calculation of Judge's Scores and Community Votes. Sponsor and its parent, affiliates, subsidiaries, employees, agents, officers and directors, advertising and Contest agencies, and their respective officers, directors, employees and their respective

agents will not be liable for unsuccessful efforts to notify a winner. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to pass an identification and verification check ("KYC") check and sign and return, within 5 days of being notified, an Affidavit of Eligibility and Liability/Publicity Release or any other documents reasonably requested by Sponsor in order to claim his/her award. If (i) potential winner cannot be contacted within 5 days; (ii) any required documents are not returned within 5 days, such as the Affidavit of Eligibility and Liability/Publicity Release; (iii) if potential winner fails to pass Sponsor's KYC check; or (iv) if potential winner fails to abide by the Official Rules, is determined ineligible, or is otherwise unable to accept the award as stated, the award will be forfeited and will be awarded to an alternate winner in accordance with the winner selection process above.

Odds of winning an award depend on the number and quality of eligible entries received. If, by reason of a print or other error (digital or otherwise), more awards are claimed than the number set forth in these Official Rules, the award(s) will be awarded to the Individual with the highest scoring Submission in accordance with the above criteria from among all eligible claimants making purportedly valid claims to award the awards available.

<u>Verification of Potential Winners</u>: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT AN AWARD WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED. IF SPONSOR DETERMINES IN ITS DISCRETION THAT A POTENTIAL WINNER'S PARTICIPATION IN THE CONTEST OR ACCEPTANCE OF AN AWARD WAS PROHIBITED OR RESTRICTED BY ANY APPLICABLE LAW, RULE, OR REGULATION; OR THESE OFFICIAL RULES, SUCH POTENTIAL WINNER WILL BE DISQUALIFIED AND AN ALTERNATE POTENTIAL WINNER WILL BE SELECTED IN ACCORDANCE WITH THE JUDGING CATEGORIES.

6. Awards:

The First Place Winner will receive a trip to Meridian 2022 in Rome, Italy for one (1) person from October 11-13. Prize includes hotel and airfare, provided that the value of the prize shall not exceed \$2,500 (Approximate Retail Value "ARV": \$2,500).

The Second Place Winner will receive a Stellar branded SWAG Box and a \$200 Visa or Amazon gift card (ARV: \$250).

The Third Place Winner will receive a Stellar branded SWAG Box (ARV: \$50).

Total ARV of all awards: \$2,800. All monetary amounts listed in US Dollars.

Awards will not be awarded to any employer or other entity affiliated with an entrant. Rather, awards will be awarded directly to the individual entrant. Awards are payable by any means of the Sponsor's choosing, whether electronic or not, and are payable only after receipt and verification of any documents required by Sponsor. Failure to provide correct information on any documents required by Sponsor, or other correct information required for the delivery of an award, may result in delayed award delivery, disgualification of the Finalist, or forfeiture of an award.

Award Restrictions: ALL FEDERAL, STATE, PROVINCIAL, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY AWARD ARE THE SOLE RESPONSIBILITY OF THE WINNER. Awards are not transferable. No substitutions or exchanges of any award (including for cash) will be permitted, except that Sponsor reserves the right to substitute an award of comparable or greater value for any award. Sponsor will not replace any lost or stolen awards. Only the number of awards stated in these Official Rules are available to be won in the Contest. Winners may be required to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents are required to provide a completed form W-9 and residents of other jurisdictions are required to provide a completed W-8BEN form. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the award to relevant government departments/agencies, if necessary. SPONSOR RESERVES THE RIGHT TO WITHHOLD A PORTION OF THE AWARD AMOUNT TO COMPLY WITH THE TAX LAWS OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION.

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- 7. **Disclaimer:** Sponsor and its parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "*Released Parties*") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties, including related to coronavirus or any non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Contest.
- 8. Limitations of Liability; Releases: By entering the Contest, You release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any award (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, intellectual property, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, UNDER ANY LEGAL THEORY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE CONTEST OR USE OR INABILITY TO USE ANY SOFTWARE, HARDWARE, EQUIPMENT OR DATA PROVIDED FOR USE IN THE CONTEST OR ANY AWARD, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE CONTEST OR USE OF OR INABILITY TO USE ANY SOFTWARE, HARDWARE, EQUIPMENT, OR DATA PROVIDED FOR USE IN THE CONTEST OR ANY AWARD EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

- **9. Use of Name, Likeness, etc.:** To the fullest extent permitted by applicable law, entry into the Contest constitutes permission to use Your name, hometown, aural and visual likeness and award information for advertising, marketing, promotional, educational, and business purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any award, except where prohibited by law, each winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and award information for advertising, marketing, promotional, educational, and business purposes without further permission or compensation. By entering this Contest, You consent to being contacted by Sponsor for any purpose and by any means (including email and phone) in connection with this Contest.
- 10. License to Submissions: Upon entering this Contest, You grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license under Your intellectual property rights to make, use, import, publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, and create derivative works based upon Your Submission, or any portion thereof (including Your name and likeness as shown and conveyed in the Submission), and any works, products and services that incorporate the foregoing or combine the foregoing with other Submissions, or portions thereof, in any manner, in connection with the Contest and for other advertising, marketing, promotional, commercial, and business, and educational purposes. For the avoidance of doubt, the license above includes the right for Sponsor to sell, offer for sale, or sublicense Sponsor's works, products or services, even though it may combine, incorporate, or otherwise process Your Submission and the intellectual property rights therein, in connection with the activities above.

Aside from the potential awards defined in these Official Rules, You will not receive or be entitled to any compensation for any exercise of the rights above by the Sponsor, or its agents, licensees or assignees. Sponsor will

have no obligation to publish, use or retain any Submission You submit, return any such Submission to You, or exercise any of the rights granted under these licenses.

You agree that it is Your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this section. You agree to take, at Sponsor's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect, or confirm Sponsor's rights as set forth above in this section.

- **11. Privacy:** See Sponsor's Privacy Policy at https://www.stellar.org/privacy-policy.
- **12. Winner List; Rules Request:** For a copy of the winner list or to obtain a copy of these Official Rules, send a written request with a stamped, self-addressed, business-size envelope for arrival after August 17, 2022 and before August 17, 2023 to the address listed in Section 16 below, Attn: SDF Legal. Vermont, U.S.A. residents may omit return postage.
- **13. Intellectual Property Notice:** Stellar and Meridian are trademarks of the Sponsor. The Contest and all accompanying materials are copyright © 2022 by the Sponsor. All rights reserved.
- 14. Disputes: These Official Rules are governed by the laws of the State of California, U.S.A., without regard to California conflict of law provisions. By participating in the Contest, each entrant irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts in San Francisco, California for all disputes arising out of or relating to the Contest. Any legal actions against Sponsor must be commenced within two year(s) after the claim arose. Any controversy or claim arising out of or relating to the Contest, or these Official Rules will be settled by binding arbitration before JAMS, Inc. and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Each party shall be responsible for its costs incurred in such arbitration, but if entrant cannot afford to pay for the arbitration entrant agrees to provide Sponsor the option of paying the arbitrator before seeking to initiate any other form of dispute resolution, including litigation. The arbitration will be conducted in San Francisco County, California, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review. Notwithstanding the foregoing, Sponsor may immediately seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect its rights or property (including intellectual property rights).
- 15. **General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Contest, or Sponsor otherwise becomes (in its discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Contest, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Contest. Any attempt by an entrant or other individual to deliberately damage any website associated with this Contest or undermine the legitimate operation of the Contest may be in violation of criminal and civil law and Sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by applicable law. Sponsor reserves the right to prohibit persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.