



OCEAN PLASTIC INNOVATION CHALLENGE RULES

Rules Updated February 22, 2019¹

¹ Changes made to pages 11 and 52 on February 22, 2019.

TABLE OF CONTENTS

Table of Contents	2
Introduction	4
Challenge Overview	5
Design Track	5
Circular Economy Track	5
Data Visualization Track	5
Challenge Structure	6
Launch and Recruitment	6
Phase 1	7
Phase 2	7
Pitch Session and Awards	8
Post-challenge Activities	8
Challenge Incentives	9
Finalists	9
Winners	10
Challenge Requirements	11
Eligibility	11
Registration	11
Design Track	13
Phase 1 Submission Requirements	14
Phase 2 Submission Requirements	16
Judging	18
Circular Economy Track	20
Phase 1 Submission Requirements	20
Phase 2 Submission Requirements	24
Judging	25
Data Visualization Track	27
Phase 1 Submission Requirements	28
Phase 2 Submission Requirements	28
Judging	29

Judges	30
Team Challenge Costs and Travel	30
Intellectual Property	31
Limitation of Liability	31
Conditions	32
Disputes	32
Right to Cancel or Suspend Challenge	33
Winners List	33
Teams' Personal Information	33
Prize Agreement: Innovation Challenge	34
Exhibit A: Team Member Agreement	43
Exhibit B: Personal Release Form	45
Exhibit C: Location Release Form	47
Exhibit D: NGP Paid Rights Schedule	49
Exhibit E: Affidavit—Agreed to by the Team Leader and Each Team Member Upon Execution of the Prize Agreement	52

INTRODUCTION

For more than 130 years, the National Geographic Society (“Sponsor”) has supported bold people and transformative ideas, recognizing that anyone can identify, develop, and scale solutions to help achieve a planet in balance.

Plastic—the miracle material—has made modern life possible. But more than 40 percent of it is used just once and then thrown away, and it is choking our waterways and polluting our ocean.

By 2015, more than 6.9 billion tons of plastic waste had been generated worldwide. Of that waste, over 90 percent never made it to a recycling bin and more than nine million tons ended up in the ocean each year.

But technological advances and an empowered population are leading to innovative solutions to our plastic pollution crisis that provide hope for the future of our planet.

The Ocean Plastic Innovation Challenge (“Challenge”), a key component of National Geographic and Sky Ocean Ventures’ partnership to reduce plastic waste, asks problem solvers from around the globe to develop novel solutions to tackle the world’s plastic waste crisis.

The goals of the Challenge are to

- incentivize the development of commercial solutions to plastic pollution that can scale and result in transformative change;
- identify solutions that are ripe for early-stage investing; and
- accelerate the shift from a single-use plastics economy to a more sustainable circular economy.

CHALLENGE OVERVIEW

The Ocean Plastic Innovation Challenge is a one-year competition in partnership with Sky Ocean Ventures (“SOV”) in which teams compete for aggregate prize purses of up to \$500,000. In addition, qualified participating teams may have the opportunity to receive a minimum of \$1 million in aggregate investment from SOV.

The Challenge comprises three complementary tracks that will run simultaneously: Design, Circular Economy, and Data Visualization (“Tracks”). Within the Design and Circular Economy Tracks are categories in which teams may compete (“Categories”).

DESIGN TRACK

The Design Track of the Ocean Plastic Innovation Challenge aims to identify pragmatic, investable solutions to improve food and beverage packaging and containers. Teams may compete in the following Categories: Food Packaging, Beverage Containers, or Wild Card.

CIRCULAR ECONOMY TRACK

The Circular Economy Track challenges teams to develop scalable business models and technology solutions, applicable across industries, to reduce plastic packaging waste and encourage the reuse and repurposing of plastic alternatives instead of discarding them after one use. Teams may compete in the following Categories: Business Model or Technology Solution.

DATA VISUALIZATION TRACK

The Data Visualization Track challenges teams to represent a relevant, credible data set related to the global challenge of plastic waste as a data visualization, as a tool to effectively communicate the need for action on this important issue.

CHALLENGE STRUCTURE

The Ocean Plastic Innovation Challenge is a one-year competition comprising three complementary Tracks that will run simultaneously—Design, Circular Economy, and Data Visualization. The Challenge consists of five primary components: (1) Launch and Recruitment, (2) Phase 1, (3) Phase 2, (4) Pitch Session and Awards; and (5) Post-challenge Activities.

LAUNCH AND RECRUITMENT

Sponsor will launch the Challenge portal on or around February 11, 2019. Once the Challenge portal opens, teams may create user accounts and begin to submit their solutions.

The team leader is the person responsible for completing the registration, including user account creation, and submission process for the Challenge (“Team Leader”). To create a user account, the Team Leader will provide the following information:

- Name
- Phone number
- Email address
- Mailing address

Once logged in to the user account, the Team Leader will complete the following information as part of the team’s submission:

- Team Leader’s citizenship and gender
- Challenge Track and Category selection
- For each additional team member: name, citizenship, gender, email address, and role, if applicable

Teams may participate in more than one Track or Category if they have multiple relevant solutions to submit. The Challenge portal will enable the Team Leader to create a user account and then create and manage submissions for one or more Tracks and Categories in which they wish to participate. Each team, via its Team Leader, should create a single user account and submit all solutions through that single account.

Teams may create user accounts, edit their information, and submit their solutions throughout Phase 1. Teams will be able to save their draft submissions and edit them throughout Phase 1. Once a submission has been submitted, it may not be edited.

PHASE 1

Phase 1 is a four-month period that begins when the Challenge portal (challenges.nationalgeographic.org) opens, allowing teams to create user accounts and begin submitting their solutions. Phase 1 will take place from on or around February 11, 2019, to on or around June 11, 2019. During Phase 1, teams will develop their initial solutions and submit them prior to the close of Phase 1.

By the end of Phase 1, teams will submit their submissions using the Challenge portal. The Judges (as defined in the Judges section below) will have one month to review and assess all of the submissions based on the criteria described below and select the teams that will move on to Phase 2 (“Finalists”). The Judges will select up to ten (10) Finalists in the Design Track; ten (10) Finalists in the Circular Economy Track; and four (4) Finalists in the Data Visualization Track.

Each of the Finalists selected in each of the Tracks will be awarded a Finalist award, as described under Challenge Incentives, and will advance to Phase 2.

PHASE 2

Phase 2 is a four-month period that begins when the Finalists are announced (on or around July 11, 2019) and ends on or around November 11, 2019. Upon announcement of the Finalists, each Finalist team in the Design and Circular Economy Tracks will be assigned an advisor with experience relevant to the Track in which the team is competing to serve as coaches throughout Phase 2 (“Advisor”). During Phase 2, the Finalists will work to improve their solutions and prepare more robust submission packets for the Judges. (See criteria and submission requirements in the Challenge Requirements section.) The Finalists in the Data Visualization Track will have the opportunity during Phase 2 to receive guidance on their data visualizations from National Geographic maps and/or graphics staff.

The SOV investment team may meet with Finalists in the Design and Circular Economy Tracks during Phase 2 to conduct interviews intended to assist SOV in making potential investment decisions. Finalists in the Design and Circular Economy Tracks will be able to opt out of any interviews or discussions with SOV if potential investment is not of interest to them with a written e-mail communication sent within five (5) days of the completion of the interviews to SOV at the following e-mail address: oceanventures@sky.uk. Sponsor will have no involvement with or influence over any negotiation between SOV and any Finalist or Winner for any potential investment by SOV.

At the end of Phase 2 (on or around November 11, 2019), Finalists will submit their submission packets to the Judges using the online portal. The Judges will have

approximately one month to review and assess the submissions based on the submission assessment rubrics described in the Challenge Requirements section. Judges will select those teams who will win a prize (see the Challenge Incentives section) (“Winners”) in the Design and Circular Economy Tracks following the Pitch Session, described below. For the Data Visualization Track, Winners will be selected at the end of Phase 2, but will be announced with all other Winners following the Pitch Session.

PITCH SESSION AND AWARDS

Following the judging of the Finalist submissions (on or around December 11, 2019), Sponsor and SOV will hold a Pitch Session in which all of the Finalist teams will pitch their solutions to a select audience, including Judges, Sponsor, and SOV. Others may be invited to attend at the sole discretion of Sponsor. Criteria for the Pitch Session are described below in the Challenge Requirements.

Each team will pitch its solution or present its data visualization to the audience. The Design and Circular Economy Track pitches will be scored by the Judges, and those scores will be combined with the Judges’ earlier assessment of the Finalists’ submission packets. The Data Visualization Track pitches will not be scored; Winners will be selected based solely on the Judges’ assessment of their Phase 2 submissions.

Awards for the Winners are described in the Challenge Incentives section.

POST-CHALLENGE ACTIVITIES

Sponsor and SOV may engage in additional post-challenge activities, including the following:

- Promotional “roadshows” for the winning teams, where they can showcase their solutions and meet with additional potential partners or investors
- Press and media campaigns to share the winning solutions with the public and tell team stories
- Meetings with industry leaders, policymakers, and/or regulators to discuss solution implementation or other forms of support
- Meetings with other potential investors or partners who may invest in or implement the teams’ solutions

CHALLENGE INCENTIVES

The Ocean Plastic Innovation Challenge offers an aggregate monetary prize purse of up to \$500,000 as well as other nonmonetary incentives described below. Teams competing in the Design and Circular Economy Tracks may have the opportunity to receive investment from SOV in addition to the prize purse amounts listed below. Sponsor will have no involvement with or influence over any negotiation between SOV and any Finalist or Winner for any potential investment by SOV.

The total prize purse is broken down in Table 1, and additional incentives are described below.

Table 1. Ocean Plastic Innovation Challenge Prize Purse Distribution

	Number of Finalists or Winners	Amount per Award	Total
<i>Finalists</i>			
Design Track	10	\$5,000	\$50,000
Circular Economy Track	10	\$5,000	\$50,000
Data Visualization Track	4	\$2,500	\$10,000
<i>Winners</i>			
Design Track 1 st Place	1	\$100,000	\$100,000
Design Track 2 nd Place	2	\$45,000	\$90,000
Circular Economy Track 1 st Place	1	\$100,000	\$100,000
Circular Economy Track 2 nd Place	2	\$45,000	\$90,000
Data Visualization Track 1 st Place	1	\$10,000	\$10,000
Total Prize Purse			\$500,000

Finalists and Winners will receive additional incentives, as described below.

FINALISTS

- **Advisors:** Each Finalist team in the Design and Circular Economy Tracks will be assigned an Advisor with expertise relevant to the Track in which the team is competing to serve as a coach throughout Phase 2. The Finalists in the Data Visualization Track will have the opportunity during Phase 2 to receive guidance on their data visualizations from National Geographic maps and/or graphics staff.

- Media Exposure: Each Finalist team will be recognized as an Ocean Plastic Innovation Challenge Finalist, and may receive
 - National Geographic coverage in digital or print; and/or
 - exposure via National Geographic social media channels.
- Investor Exposure: Finalist teams in the Design and Circular Economy Tracks will be introduced to SOV, which may be interested in supporting the team's solution.

WINNERS

- Media Exposure: Winners will be pitched to global media outlets and may receive National Geographic coverage in digital and print.
- Publication: The winning submissions in the Data Visualization Track may be considered for digital distribution by National Geographic.
- Investment: Winners in the Design and Circular Economy Tracks may receive the option to secure an equity investment from SOV.

Teams competing in the Design and Circular Economy Tracks may have the opportunity to receive investment from SOV (up to a total aggregate of \$1 million) and receive business-building support and media coverage leveraging the resources of SOV's broader business.

Further details about SOV's approach and support can be found at www.skyoceanventures.com. Sponsor will have no involvement with or influence over any negotiation between SOV and any Winner for any potential investment by SOV.

To be eligible for investment by SOV, teams must subsequently incorporate a company that may be in the United States and such company should then own the intellectual property rights in the submissions (e.g., design rights, patents, copyright). Typically, this can be done by way of assignment from the team/innovator and SOV can provide sample documentation to support this process.

Finalists shall be required to sign and return within ten (10) business days following notification of Finalist status a Prize Agreement as shown in Schedule A. Failure to execute and deliver the required document to Sponsor by the specified deadline may result in disqualification from the Challenge, and selection of an alternate potential Finalist. The prize is not redeemable or exchangeable by the potential Finalist or Winner. No prize transfer, assignment, or substitution by winners is permitted.

CHALLENGE REQUIREMENTS

These Challenge Requirements describe the requirements and rules of the Ocean Plastic Innovation Challenge.

ELIGIBILITY

For all three (3) Tracks, an eligible entry must be a solution that is originally developed and implemented by the team. It can be based on an existing product or research, or it can be a novel project. It must not violate any applicable law or regulation or infringe any third-party rights, including any third-party intellectual property rights (“Eligible Entry”). Eligible Entry(ies) must be submitted in English.

All team members must be eighteen (18) years of age or older, and may not be citizens of any restricted countries or areas (mainland China, the province of Quebec, or any OFAC-sanctioned countries: North Korea, Cuba, Iran, Syria, Sudan, the Crimea region controlled by Russia, and others as may be updated by the United States government.) Employees of Sponsor, National Geographic Partners, LLC (“NGP”), SOV, any Judges, their corporate entities, each’s subsidiaries and affiliates, and each’s immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related, are ineligible. CHALLENGE IS VOID IN MAINLAND CHINA, THE CRIMEA REGION CONTROLLED BY RUSSIA, CUBA, IRAN, NORTH KOREA, THE PROVINCE OF QUEBEC, SUDAN, SYRIA, AND WHERE PROHIBITED AT THE TIME OF THE CHALLENGE.

If you require a translated version of the Challenge Rules, please e-mail challengesinfo@ngs.org and identify the language. Teams must certify that they are in compliance with their own local laws and regulations. Sponsor assumes no responsibility for determining legal status of this Challenge.

This is a skills-based contest and chance plays no part in the determination of Winners.

REGISTRATION

Registration for teams competing in all three (3) Tracks opens on or around February 11, 2019, and closes at the submission deadline for Phase 1 (on or around June 11, 2019).

Registration consists of creating a user account and providing the following information at challenges.nationalgeographic.org:

- Name

- Phone number
- Email address
- Mailing address

Once logged in to the user account, the Team Leader will complete the following information as part of the submission process:

- Team Leader's citizenship and gender
- Challenge Track and Category selection
- For each additional team member: name, citizenship, gender, email address, and role, if applicable

Teams may participate in more than one Track or Category if they have multiple relevant solutions to submit. The Challenge portal will enable teams to select one or more Tracks and Categories in which to participate.

Teams may continue to create user accounts, edit their information, and submit their solutions throughout Phase 1. Teams will be able to save their draft submissions and edit them throughout Phase 1. Once a submission has been submitted, it may not be edited. Once the Phase 1 submission deadline passes, teams will not be able to make any changes to their submissions.

The requirements below are organized by Track (Design, Circular Economy, and Data Visualization) as Tracks have unique criteria, submission requirements, and submission assessment rubrics.

DESIGN TRACK

For the Design Track, the criteria that each team’s solution must meet are described in Table 2.

Table 2. Design Track Criteria

Category	Criteria
Food Packaging	<p>Solutions must</p> <ul style="list-style-type: none"> ● be made from a single easily recycled material (mono-material) without additives, colorants, or adhesives that hinder recycling; ● be designed and manufactured in ways that do not exacerbate pollution through the creation of microplastics; ● have the same or greater functionality as the existing packaging they are designed to replace; and ● be designed to align with current production methods. <p>Bonus points may be awarded for the following:</p> <ul style="list-style-type: none"> ● including technology or design elements to facilitate sorting and recycling ● including post-consumer recycled material
Beverage Containers	<p>Solutions must</p> <ul style="list-style-type: none"> ● be made from a single easily recycled material (mono-material) without additives, colorants, or adhesives that hinder recycling; ● be designed and manufactured in ways that do not exacerbate pollution through the creation of microplastics; ● have the same or greater functionality as the existing packaging they are designed to replace; ● be designed to align with current production methods; and ● be designed so that caps and lids stay attached to the beverage containers. <p>Bonus points may be awarded for the following:</p> <ul style="list-style-type: none"> ● including technology or design elements to facilitate sorting and recycling ● including post-consumer recycled material
Wild Card	<p>Solutions to the top ocean-polluting plastics that are not targeted within the Food Packaging and Beverage Containers Categories must</p> <ul style="list-style-type: none"> ● be made from a single easily recycled material (mono-material) without additives, colorants, or adhesives that hinder recycling; ● be designed and manufactured in ways that do not exacerbate pollution through the creation of microplastics;

Category	Criteria
	<ul style="list-style-type: none"> ● have the same or greater functionality as the existing product or packaging they are designed to replace; and ● be designed to align with current production methods. <p>Bonus points may be awarded for the following:</p> <ul style="list-style-type: none"> ● including technology or design elements to facilitate sorting and recycling ● including post-consumer recycled material

PHASE 1 SUBMISSION REQUIREMENTS

Submission requirements for Phase 1 are described in Table 3.

Table 3. Design Track—Phase 1 Submission Requirements

Category	Submission Requirements
<ul style="list-style-type: none"> ● Food Packaging ● Beverage Containers ● Wild Card 	<ul style="list-style-type: none"> ● Video submission, no more than three minutes (180 seconds) in length, describing the team’s solution. The submission must meet these criteria: <ul style="list-style-type: none"> ○ The submission may not exceed a file size of 1 GB. ○ The submission must be in English. ○ The submission should be uploaded in horizontal (not vertical) format. If filming with a phone or tablet, the user will need to turn the device sideways. ○ The submission must be the submitting team’s original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including, without limitation, third-party copyrighted or patentable material without the owner’s permission). The team must provide upon request all appropriate clearances, permissions, and releases for the submission (in the event a team cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable submission, seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable submission to remain in the Challenge). ○ Obscene, provocative, or otherwise objectionable content will not be considered, and such determination is solely at the discretion of Sponsor. ○ NO LOGOS OR BRANDS MAY BE PRESENT IN THE SUBMISSION, provided, however, that if a team has a logo, the submission may include such logo.

Category	Submission Requirements
	<ul style="list-style-type: none"> ○ A team may elect to include music in its submission. Such music must be originally created by the team or the team must secure necessary permission in writing from the third-party owner. The Team Leader warrants and represents that Sponsor will not be required to make any payments to a third party for exhibiting a submission containing such music. YouTube provides royalty-free music through the YouTube Audio Library (https://www.youtube.com/audiolibrary/music), which the team may elect to use, or the team may decide to use a different royalty-free music site that the team finds on its own. For the purpose of clarity, any music used by the team in this Challenge must be original (created and performed), fully cleared, or royalty free. ● A completed online template, in which the team provides descriptions of the following to the best of its ability at this stage of solution development: <ul style="list-style-type: none"> ○ The solution, as simply as possible ○ The mono-material used in the design ○ The additives, colorants, and/or adhesives in the design, and the ways in which they will be handled during recycling ○ The ways in which the solution does not exacerbate pollution through the creation of microplastics ○ The functionality of the solution, including how it has the same or greater functionality as the packaging it is intended to replace ○ How the solution includes technology or design elements to facilitate sorting and recycling, if relevant ○ How the solution includes post-consumer recycled material, if relevant ○ For the Beverage Container Category only, how the solution is designed so that caps and lids stay attached to the beverage container ○ How the design aligns with current production methods ○ The demand for the solution in the marketplace ○ The team’s potential customers and where they are located ○ The appeal of the solution to potential customers ○ The intended marketing and distribution of the solution ○ The team’s potential competitors ○ The team’s unique selling proposition ○ Any barriers to the solution entering the marketplace ○ Scalability of the solution

Category	Submission Requirements
	<ul style="list-style-type: none"> ○ Short-term and long-term intended market and environmental impacts of the solution ○ The solution’s biggest weakness, or the team’s biggest concern ○ The solution’s biggest strength, or what the team is most excited about ○ The stage of development of the solution ○ Any funding interests or commitments for the solution ○ Any media coverage of or interest in the solution ○ How the solution is based on sound scientific principles ● Any additional information the team would like the Judges to review, including any supporting documentation, if desired (e.g., design sketches/schematics, market research, use cases) ● Prototypes or beta products need not be submitted

PHASE 2 SUBMISSION REQUIREMENTS

During Phase 2, the Design Track Finalists will prepare more robust submissions for the Judges. Submission requirements for Phase 2 are described in Table 4.

Table 4. Design Track—Phase 2 Submission Requirements

Category	Submission Requirements
<ul style="list-style-type: none"> ● Food Packaging ● Beverage Containers ● Wild Card 	<ul style="list-style-type: none"> ● A completed online template, in which the team provides robust, in-depth descriptions of the following that address the progress made on its solution since Phase 1: <ul style="list-style-type: none"> ○ Ways in which the team has improved upon the solution presented in Phase 1 or has modified its approach to the solution since Phase 1 with regard to the following criteria, if applicable: <ul style="list-style-type: none"> ▪ Design using a mono-material ▪ Design without additives, colorants, or adhesives that hinder recycling ▪ Design or manufacturing to prevent the creation of microplastics ▪ Functionality to meet or exceed that of the packaging the solution is intended to replace ▪ Design to align with current production methods

Category	Submission Requirements
	<ul style="list-style-type: none"> ▪ For the Beverage Container Category, design to keep caps/lids attached to the beverage container ▪ Technology or design elements that facilitate sorting and recycling ▪ Design to include post-consumer recycled material ○ The stage of development of the solution, and what progress has been made on the solution since Phase 1 ○ A revenue and expense model for the solution, including the following, to the best of the team’s ability at the solution’s current stage of development: <ul style="list-style-type: none"> ▪ Revenue model with a break-even point ▪ Costs ▪ Pricing strategy ▪ Assumptions ▪ What the revenue and costs will be for three years following the break-even point ▪ If venture is a nonprofit, how it will generate enough capital to be sustainable and grow ○ The demand for the solution in the marketplace ○ Potential customers and where they are located ○ The appeal of the solution to potential customers ○ The intended marketing and distribution of the solution ○ The team’s potential competitors ○ The team’s unique selling proposition ○ Any barriers to the solution entering the marketplace ○ Scalability of the solution ○ Short-term and long-term intended market and environmental impacts of the solution ○ The solution’s biggest weakness, or the team’s biggest concern, and how this has been addressed since Phase 1 ○ The solution’s biggest strength, or what the team is most excited about ○ Any funding interests or commitments for the solution since Phase 1

Category	Submission Requirements
	<ul style="list-style-type: none"> ○ Any media coverage of or interest in the solution since Phase 1 ○ How the solution is based on sound scientific principles ● Prototypes or beta products are not required, but will be accepted

JUDGING

Judging for the Design Track will take place in two (2) rounds. Submissions will be reviewed by three (3) or more Judges in each Phase. During the first round, at the end of Phase 1, Judges will assess all submissions based upon the submission assessment rubric in Table 5. Each statement in Table 5 will be assessed either as a pass/fail or on a Likert-type scale.

Table 5. Design Track—Phase 1 Submission Assessment Rubric

Category	Phase 1 Submission Assessment Rubric
<ul style="list-style-type: none"> ● Food Packaging ● Beverage Containers ● Wild Card 	<ul style="list-style-type: none"> ● The submission packet is complete ● The solution addresses each of the required criteria ● The solution is feasible, and takes production and market factors into consideration ● The solution is likely to be scalable ● The solution is promising in terms of its potential impact ● The solution contains particularly innovative or creative elements or ways of addressing the problem ● The solution is based on sound scientific principles ● For a potential bonus score, the solution includes at least one of the following: <ul style="list-style-type: none"> ○ technology or design elements to facilitate sorting and recycling ○ post-consumer recycled material

The Judges will select up to ten (10) of the Design Track teams that score the highest as Finalists that will move on to Phase 2. In the case of a tie among two (2) or more teams, three (3) Judges who were not part of the initial judging team will review the teams' submissions and the original Judges' findings and break the tie.

The second round of judging will take place in two (2) parts: (1) assessment of the Finalists' Phase 2 submissions, and (2) assessment of the Finalists' pitches at the Pitch Session at the end of Phase 2.

The Phase 2 submission assessment will be based upon the rubric below in Table 6.

Table 6. Design Track—Phase 2 Submission Assessment Rubric

Category	Phase 2 Submission Assessment Rubric
<ul style="list-style-type: none"> ● Food Packaging ● Beverage Containers ● Wild Card 	<ul style="list-style-type: none"> ● The solution addresses each of the required criteria in a feasible and scientifically sound way ● The solution is supported by market research ● The solution is likely to reach the marketplace ● The solution is likely to scale and be commercially successful

In addition to the Phase 2 submission assessment, each of the Design Track Finalist teams will be assessed by the Judges during a Pitch Session at the end of Phase 2. Participation in the Pitch Session is mandatory for each Finalist team. The Pitch Session focuses on the team itself and how the team communicates its solution to the Judges.

Table 7. Design Track—Pitch Assessment Rubric

Category	Phase 2 Pitch Assessment Rubric
<ul style="list-style-type: none"> ● Food Packaging ● Beverage Containers ● Wild Card 	<ul style="list-style-type: none"> ● The team is passionate about its solution and clearly articulates how big an impact its solution may have on the ocean plastic crisis ● The team communicates clearly and in a compelling way ● The team is successful at “selling” its solution to the Judges ● The team has a deep understanding of the problem its solution addresses ● The team understands its solution’s place within a larger portfolio of solutions (or within the marketplace)

CIRCULAR ECONOMY TRACK

For the Circular Economy Track, the criteria that each team’s solution must meet are described below in Table 8.

Table 8. Circular Economy Track Criteria

Category	Criteria
Business Model	<p>Solutions must deliver food/beverage products to consumers without</p> <ul style="list-style-type: none"> ○ single-use plastic food and beverage containers; and ○ increasing food spoilage or waste.
Technology Solution	<p>Solutions must do the following:</p> <ul style="list-style-type: none"> ● Simplify reverse logistics for consumers or businesses to enable the reuse or recycling of product packaging <ul style="list-style-type: none"> ○ “Reverse logistics” is the process of moving goods or packaging from their end user or typical final destination back to the manufacturer, distributor, or other stakeholder for the purpose of capturing value or proper disposal. Remanufacturing and refurbishing activities may also be included in the definition of reverse logistics. ● Be focused on food/beverage or household products

PHASE 1 SUBMISSION REQUIREMENTS

Submission requirements for Phase 1 are described in Table 9.

Table 9. Circular Economy Track—Phase 1 Submission Requirements

Category	Phase 1 Submission Requirements
<ul style="list-style-type: none"> ● Business Model ● Technology Solution 	<ul style="list-style-type: none"> ● Video submission, no more than three minutes (180 seconds) in length, describing the team’s solution <ul style="list-style-type: none"> ○ The submission may not exceed a file size of 1 GB. ○ The submission must be in English. ○ The submission should be uploaded in horizontal (not vertical) format. If filming with a phone or tablet, the user will need to turn the device sideways. ○ The submission must be the submitting team’s original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third-party copyrighted or patentable material). The team must provide upon request all appropriate clearances, permissions, and

Category	Phase 1 Submission Requirements
	<p>releases for the submission (in the event a team cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable submission, seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable submission to remain in the Challenge).</p> <ul style="list-style-type: none"> ○ Obscene, provocative, or otherwise objectionable content will not be considered, and such determination is solely at the discretion of Sponsor. ○ NO LOGOS OR BRANDS MAY BE PRESENT IN THE SUBMISSION. ○ A team may elect to include music in its submission. Such music must be originally created by the team or the team must secure necessary permission in writing from the third-party owner. The Team Leader warrants and represents that Sponsor will not be required to make any payments to a third party for exhibiting a submission containing such music. YouTube provides royalty-free music through the YouTube Audio Library (https://www.youtube.com/audiolibrary/music), which the team may elect to use, or the team may decide to use a different royalty-free music site that the team finds on its own. For the purpose of clarity, any music used by the team in the Challenge must be original (created and performed), fully cleared, or royalty free. ● For the Business Model Category, a completed online template, in which the team provides descriptions of the following to the best of its ability at this stage of solution development: <ul style="list-style-type: none"> ○ The solution, as simply as possible ○ The food/beverage products that are delivered to consumers ○ How the food/beverage products are delivered to consumers without single-use plastic food and beverage containers ○ How the food/beverage products are delivered to consumers without increasing food spoilage or waste ○ The solution’s target customers, and where they are located ○ The value proposition for customers (why they would use the solution) ○ The key resources needed to further develop and implement or develop the solution

Category	Phase 1 Submission Requirements
	<ul style="list-style-type: none"> ○ A revenue and expense model for the solution, including the following, to the best of the team’s ability at the solution’s current stage of development: <ul style="list-style-type: none"> ▪ Revenue model with a break-even point ▪ Costs ▪ Pricing strategy ▪ Assumptions ▪ What the revenue and costs will be for three years following the break-even point ▪ If venture is a nonprofit, how it will generate enough capital to be sustainable and grow ○ The stakeholders needed to make the solution successful, if relevant, including types and roles of stakeholders ○ The demand for the solution in the marketplace ○ The intended marketing and distribution of the solution ○ The team’s potential competitors ○ Anything unique about the value proposition ○ Any barriers to market entry for the solution ○ The solution’s scalability ○ The short-term and long-term intended market and environmental impacts of the solution ○ The solution’s biggest weakness, or something the team is most concerned about ○ The solution’s greatest strength, or something the team is most excited about ○ The stage of development of the solution ○ Any funding interests or commitments for the solution ○ Any media coverage of or interest in the solution ● For the Technology Solution Category, a complete online template, in which the team provides descriptions of the following to the best of its ability at this stage of solution development: <ul style="list-style-type: none"> ○ Which food, beverage, or household products the solution targets ○ How the technology solution simplifies reverse logistics for consumers or businesses to enable the reuse or recycling of product packaging ○ The technology elements included in the solution that are designed to overcome basic barriers to adoption in this space

Category	Phase 1 Submission Requirements
	<ul style="list-style-type: none"> ○ How the solution will be easy and convenient for customers to use ○ A comparison of the solution to the current process a customer would go through to reuse/recycle the product packaging and how the solution is better ○ The solution's target customers, and where they are located ○ The value proposition for customers (why they would use the solution) ○ The key resources needed to further develop and implement or develop the solution ○ A revenue and expense model for the solution, including the following, to the best of the team's ability at the solution's current stage of development: <ul style="list-style-type: none"> ▪ Revenue model with a break-even point ▪ Costs ▪ Pricing strategy ▪ Assumptions ▪ What the revenue and costs will be for three years following the break-even point ▪ If venture is a nonprofit, how it will generate enough capital to be sustainable and grow ○ The stakeholders needed to make the solution successful, if relevant, including types and roles of stakeholders ○ The demand for the solution in the marketplace ○ The intended marketing and distribution of the solution ○ The team's potential competitors ○ Anything unique about the value proposition ○ Any barriers to market entry for the solution ○ The solution's scalability ○ The short-term and long-term intended market and environmental impacts of the solution ○ The solution's biggest weakness, or the team's biggest concern ○ The solution's greatest strength, or something the team is most excited about ○ The stage of development of the solution ○ Any funding interests or commitments for the solution ○ Any media coverage of or interest in the solution ● Any additional information the team would like the Judges to review, including any supporting documentation, if desired

Category	Phase 1 Submission Requirements
	(e.g., design sketches/schematics, market research, use cases) <ul style="list-style-type: none"> • Prototypes or beta products need not be submitted

PHASE 2 SUBMISSION REQUIREMENTS

During Phase 2, the Circular Economy Track Finalists will prepare more robust submissions for the Judges. Submission requirements for Phase 2 are described in Table 10.

Table 10. Circular Economy Track—Phase 2 Submission Requirements

Category	Phase 2 Submission Requirements
<ul style="list-style-type: none"> • Business Model • Technology Solution 	<ul style="list-style-type: none"> • A completed online template, in which the team provides robust, in-depth descriptions of the following that address the progress made on its solution since Phase 1: <ul style="list-style-type: none"> ○ Ways in which the team has improved upon the solution presented in Phase 1 or has modified its approach to the solution since Phase 1 with regard to the following criteria, if applicable: <ul style="list-style-type: none"> ▪ For the Business Model Category: <ul style="list-style-type: none"> • The food/beverage products that are delivered to consumers • How the food/beverage products are delivered to consumers without single-use plastic food and beverage containers • How the food/beverage products are delivered to consumers without increasing food spoilage or waste ▪ For the Technology Solution Category: <ul style="list-style-type: none"> • Which food, beverage, or household products your solution targets • How the technology solution simplifies reverse logistics for consumers or businesses to enable the reuse or recycling of product packaging • The technology elements included in the solution that are designed to overcome basic barriers to adoption in this space • How the solution will be easy and convenient for customers to use • A comparison of the solution to the current process a customer would go through to

Category	Phase 2 Submission Requirements
	<p style="text-align: center;">reuse/recycle the product packaging and how the solution is better</p> <ul style="list-style-type: none"> ○ The stage of development of the solution, and what progress has been made on the solution since Phase 1 ○ The solution’s target customers, and where they are located ○ The value proposition for customers (why they would use the solution) ○ The key resources needed to further develop and implement or develop the solution ○ The revenue and expense model for the solution ○ The stakeholders needed to make the solution successful, if relevant, including types and roles of stakeholders ○ The demand for the solution in the marketplace ○ The intended marketing and distribution of the solution ○ The team’s potential competitors ○ Anything unique about the value proposition ○ Any barriers to market entry for the solution ○ The solution’s scalability ○ The short-term and long-term intended market and environmental impacts of the solution ○ The solution’s biggest weakness, or the team’s biggest concern, and how it has been addressed since Phase 1 ○ The solution’s greatest strength, or something the team is most excited about ○ Any funding interests or commitments for the solution since Phase 1 ○ Any media coverage of or interest in the solution since Phase 1 <ul style="list-style-type: none"> ● Prototypes or beta products are not required, but will be accepted

JUDGING

Judging for the Circular Economy Track will take place in two (2) rounds. Submissions will be reviewed by three (3) or more Judges in each Phase. During the first round, at the end of Phase 1, Judges will assess all submissions based upon the following rubric. Each statement in Table 11 will be assessed as a pass/fail or on a Likert-type scale.

Table 11. Circular Economy Track—Phase 1 Submission Assessment Rubric

Category	Phase 1 Submission Assessment Rubric
Business Model	<ul style="list-style-type: none"> • The submission packet is complete • The business model addresses each of the required criteria • The business model is feasible, and takes market factors into consideration • The business model is likely to be scalable • The business model is promising in terms of its potential impact • The business model contains particularly innovative or creative elements or ways of addressing the problem
Technology Solution	<ul style="list-style-type: none"> • The submission packet is complete • The solution addresses each of the required criteria • The solution is feasible, and takes market factors into consideration • The solution is likely to be scalable • The solution is promising in terms of its potential impact • The solution contains particularly innovative or creative elements or ways of addressing the problem

The Judges will select up to ten (10) of the Circular Economy Track teams that score the highest as Finalists that will move on to Phase 2. In the case of a tie among two (2) or more teams, three (3) Judges who were not part of the initial judging team will review the teams’ submissions and the original Judges’ findings and break the tie.

The second round of judging will take place in two (2) parts: (1) assessment of the Finalists’ Phase 2 submissions, and (2) assessment of the Finalists’ pitches at the Pitch Session at the end of Phase 2.

The Phase 2 submission assessment will be based upon the rubric in Table 12.

Table 12. Circular Economy Track—Phase 2 Submission Assessment Rubric

Category	Phase 2 Submission Assessment Rubric
Business Model	<ul style="list-style-type: none"> • The business model addresses each of the required criteria in a feasible way • The business model is supported by market research • The business model is likely to reach the marketplace • The business model is likely to scale
Technology Solution	<ul style="list-style-type: none"> • The solution addresses each of the required criteria in a feasible way • The solution is supported by market research • The solution is likely to reach the marketplace • The solution is likely to scale

In addition to the Phase 2 submission assessment, each of the Circular Economy Track Finalist teams will be assessed by judges during a Pitch Session at the end of Phase 2. Participation in the Pitch Session is mandatory for each Finalist team. The Pitch Session focuses significantly on the team itself and how the team communicates its solution to the Judges.

Table 13. Circular Economy Track—Pitch Assessment Rubric

Category	Phase 2 Pitch Assessment Rubric
<ul style="list-style-type: none"> • Business Model • Technology Solution 	<ul style="list-style-type: none"> • The team is passionate about its solution and clearly articulates how big an impact its solution could have on the environmental ocean plastic crisis • The team communicates clearly and in a compelling way • The team is successful at “selling” its solution to the Judges • The team has a deep understanding of the problem its solution addresses • The team understands its solution’s place within a larger portfolio of solutions (or within the marketplace)

DATA VISUALIZATION TRACK

For the Data Visualization Track, the criteria that each team’s solution must meet are described in Table 14.

Table 14. Data Visualization Track Criteria

Category	Criteria
Data Visualization	<p>Solutions must do the following:</p> <ul style="list-style-type: none"> • Visually represent a relevant, credible, publicly-available data set related to the global challenge of plastic pollution • Be produced and intended for digital distribution <ul style="list-style-type: none"> ○ If a team submits a static visualization, it must be in a JPEG file that does not exceed 1 GB in size. ○ If a team submits a dynamic visualization, a range of media will be accepted: interactive web applications, graphic images, motion graphics, or video. If a team uses JavaScript, Flash, or another program, it must function in a normal browser environment (on current versions of Chrome, Safari, and Firefox) and be hosted on the team’s own site • Not have been published or distributed in any medium, submitted to any other competition or contest, or produced as work-for-hire for any other entity or organization

PHASE 1 SUBMISSION REQUIREMENTS

Submission requirements for Phase 1 are described in Table 15.

Table 15. Design Track—Phase 1 Submission Requirements

Category	Submission Requirements
Data Visualization	<ul style="list-style-type: none"> ● A completed online template, in which the team provides descriptions of the following to the best of its ability at this stage of solution development: <ul style="list-style-type: none"> ○ The data visualization, as simply as possible ○ How and why the design elements were chosen ○ What data set was used for the visualization (attach or provide a link to the data set) ○ The reason(s) this data set was chosen ○ How or why the data set is accepted by the scientific community ○ The intended audience ○ How and why the data visualization is designed for the intended audience ○ What the data visualization audience should learn or do ○ Any additional information for the Judges to review ● Certification that the data visualization has not been published or distributed in any medium, submitted to any other competition or contest, or produced as work-for-hire for any other entity or organization ● The data visualization, produced and intended for digital distribution

PHASE 2 SUBMISSION REQUIREMENTS

During Phase 2, the Data Visualization Track Finalists will prepare more robust submissions for the Judges. Submission requirements for Phase 2 are described in Table 16.

Table 16. Data Visualization Track—Phase 2 Submission Requirements

Category	Phase 2 Submission Requirements
Data Visualization	<ul style="list-style-type: none"> ● A completed online template, in which the team provides descriptions of the following that address the progress made on the data visualization since Phase 1: <ul style="list-style-type: none"> ○ A detailed description of the data visualization ○ Ways in which the team has improved upon the data visualization presented in Phase 1 with regard to the following, if applicable: <ul style="list-style-type: none"> ▪ How and why the design elements were chosen ▪ The intended audience ▪ How and why the data visualization is designed for the intended audience ▪ What the data visualization audience should learn or do ● Publication-ready edit files of the final data visualization

JUDGING

Judging for the Data Visualization Track will take place in two (2) rounds. Submissions will be reviewed by three (3) or more Judges in each Phase. During the first round, at the end of Phase 1, Judges will assess all submissions based upon the following rubric. Each statement in Table 17 will be assessed as a pass/fail or on a Likert-type scale.

Table 17. Data Visualization Track—Phase 1 Assessment Rubric

Category	Phase 1 Submission Assessment Rubric
Data Visualization	<ul style="list-style-type: none"> ● The submission packet is complete ● The work is original and unique ● The chosen data set is explained, vetted, and defensible ● The intended audience for the data visualization is described, and it is clear what they should learn or do ● The overall story is clear and compelling

The Judges will select up to four (4) of the Data Visualization Track teams that score the highest as Finalists that will move on to Phase 2. In the case of a tie among two (2) or more teams, three (3) Judges who were not part of the initial judging team will review the teams' submissions and the original Judges' findings and break the tie.

During Phase 2, teams will improve upon and finalize their data visualizations for potential publication.

The Phase 2 submission assessment will be based upon the rubric in Table 18.

Table 18. Data Visualization Track—Phase 2 Assessment Rubric

Category	Phase 2 Submission Assessment Rubric
Data Visualization	<ul style="list-style-type: none"> ● The intended audience for the data visualization is described, it is clear what they should learn or do, and the data visualization is effective in achieving this ● The overall story is clear and compelling ● The data visualization is publication-ready

Though the Finalist teams will be required to present and showcase their work at the Pitch Session, they will not be evaluated by the Judges at that time; therefore, a pitch assessment rubric is not included. Participation in the Pitch Session is mandatory for each Finalist team.

JUDGES

The Ocean Plastic Innovation Challenge judges will comprise approximately twenty (20) individuals with significant expertise in plastics, product and industrial design, business, and communications as well as representatives of Sponsor, NGP, SOV, and other future partners (“Judges”). The Judges will review and assess the teams’ initial submissions, select the Finalists at the end of Phase 1, assess the Finalists’ detailed submissions at the end of Phase 2, which includes the Pitch Session, and select the Winners. Some Judges will participate in the judging at the Pitch Session at the end of Phase 2.

The duties and responsibilities of the Judges include assessing submissions in both Phases 1 and 2 and selecting Finalists and Winners. Judges have discretion in assessing submissions and selecting Finalists and Winners, and may determine the degree to which submissions meet the Challenge criteria. If no submissions meet the Challenge criteria, the Judges, in partnership with Sponsor, may declare or not declare Finalists or Winners of the Challenge and/or allocate or choose not to allocate one or more of the prize purses associated with the Challenge.

The decisions of the Judges are final. Teams agree not to dispute any decision of the Judges, and will not have access to any other teams’ assessments or scores or the means by which the Judges reached their decisions, unless that information is made public by Sponsor.

TEAM CHALLENGE COSTS AND TRAVEL

Each registered team will spend its own time and resources to compete in the Challenge. Reasonable, pre-approved travel to the Pitch Session and Awards at the end of Phase 2, if applicable, will be paid for by Sponsor for up to two (2) members of each Finalist team in the Design and Circular Economy Tracks (up to twenty (20) teams total) and one (1) representative each from up to four (4) Finalist teams in the Data

Visualization Track. If fewer Finalist teams travel for the Pitch Session and Awards, Sponsor may reallocate travel funding to enable additional members of each team to travel.

INTELLECTUAL PROPERTY

Each team will sign a Prize Agreement (see Schedule A) allowing for Sponsor, NGP, and SOV to use its likeness, solution description, and, in the case of the Data Visualization Track, its data visualization, in public marketing and communications efforts. Subject to the terms of the Prize Agreement, no other partners or sponsors will have any claims to any of the teams' intellectual property unless or until the team agrees to enter into an investment relationship or licensing agreement with such other partner or sponsor.

LIMITATION OF LIABILITY

By entering this Challenge, all teams agree to release, discharge, and hold harmless Sponsor, NGP, SOV, any Judges and their corporate entities, and each's partners, affiliates, limited partners, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives (collectively, the "Released Parties") from any claims, losses, and damages arising out of their participation in this Challenge or any Challenge-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Challenge entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to teams' or any other persons' computers related to or resulting from participation or uploading or downloading any materials related to this Challenge.

In the case of teams who are Australian or United Kingdom (UK) residents, the preceding two clauses do not operate in respect of any implied condition or warranty the exclusion of which from these rules would contravene any Australian or UK statute or cause any part of these rules to be void.

CONDITIONS

THIS CHALLENGE IS VOID WHERE PROHIBITED.

By entering, teams also agree (1) to be bound by these Challenge Rules; (2) that the decisions of the Judges are final and binding with respect to all matters relating to the Challenge; and (3) if the team wins that Sponsor, NGP, and SOV may use the winning entries and each Winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Challenge or future promotions without compensation or approval (except where prohibited by law), in accordance with the Prize Agreement.

All federal, state/provincial/territorial, and local taxes, fees, and surcharges (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize Winners. Prize Winners will be issued an Internal Revenue Service (IRS) Form W-9 or W-8 with the Prize Agreement, and a subsequent IRS Form 1099, if applicable.

Sponsor reserves the right to verify the validity and originality of any Eligible Entry and/or team (including a team's identity and address) and to disqualify any team that submits an entry that is not in accordance with these Challenge Rules or that tampers with the entry process. Failure by Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

DISPUTES

Except where prohibited, the team agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration in the District of Columbia; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (3) under no circumstances will the team be permitted to obtain awards for, and the team hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Challenge Rules, or the rights and obligations of the team and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the District of Columbia.

RIGHT TO CANCEL OR SUSPEND CHALLENGE

If for any reason the Challenge is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Challenge, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Challenge. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Challenge rules shall not constitute a waiver of that provision. If Sponsor elects to cancel or terminate the Challenge, Sponsor will not retain any rights in the submitted entries.

WINNERS LIST

Teams are responsible for complying with these rules. Winners' names will be available online at <https://www.nationalgeographic.org/innovation-challenges/plastic/>.

TEAMS' PERSONAL INFORMATION

Information collected from teams is subject to Sponsor's Privacy Policy, which can be found at <http://nationalgeographic.org/privacy-policy/>



PRIZE AGREEMENT: INNOVATION CHALLENGE

TO BE COMPLETED BY THE ENTITY AND TEAM LEADER OF THE SUBMISSION

DATE

NAME OF ENTITY

“Entity” on behalf of the Team Leader and the team for the Challenge (as defined below),

(NAME OF TEAM LEADER)

(TITLE OF SUBMISSION)

as consideration for any prize amount received from the Ocean Plastic Innovation Challenge (“Challenge”) paid by the National Geographic Society (the “Society”), hereby agrees to the terms and conditions set forth herein. If Entity happens to win the Challenge, it will be required to execute an additional Affidavit (substantially similar to the terms and conditions set forth in Exhibit E) to receive the additional prize. For any Entity that is a Finalist, the Society will be responsible for arranging travel and covering the costs of lodging, meals, and transportation for the specified team members as set forth in the Challenge rules. Each team will determine the allocation between team members of any prize amount and the Team Leader will be solely responsible for distributing the agreed allocated amount to each team member. The Society collectively and separately refers to the National Geographic Society and its parent, subsidiaries, affiliates, and licensees.

1. GRANT OF RIGHTS. (A) RIGHTS GRANTED. Entity grants the Society on a fee-free basis the right to publish, present, or otherwise exploit accounts of the Challenge or information about the Challenge. Entity further grants the Society the right to use all Media Assets (defined in Section 3, below) created by Team Leader or the team for the

Challenge in any NGS Product. A “NGS Product” means any product or service created, commissioned, or ordered by the Society in furtherance of its nonprofit activities, which may be distributed in whole or in part, worldwide, in all languages, in all media, and in the promotion thereof, in any media or format, including institutional promotion. Such NGS Products include but are not limited to digital and social media; educational materials and services; exhibitions at nonprofit venues, including National Geographic headquarters; lectures; materials created for Society fundraising; informational brochures; and reports for Society donors and members. For clarity, the foregoing includes the right of a sponsor, including Sky Ocean Ventures Limited (“General Partner”) acting on behalf of Sky Ocean Ventures LP (“SOV”), of the Challenge or of the Society to use Media Assets in materials created in connection with the promotion of the sponsorship.

RIGHTS GRANTED TO DATA (OTHER THAN MEDIA ASSETS AS DEFINED IN SECTION 3 BELOW) (THE “IP”). Upon request, Entity further grants to the Society the right to access and utilize all raw data resulting from the Society-supported activities for its nonprofit purposes. The Society and Entity will mutually agree on a format to share such data with the Society. To the extent that there are costs involved with the sharing process, the Society will reimburse Entity for such costs. Entity will need to document such costs and provide an invoice to the Society. Further, this grant of rights does not apply to National Geographic Partners, LLC (“NGP”).

Entity further grants a first exclusive option to NGP, the commercial media and consumer-facing arm of the Society, to publish, present, or otherwise exploit accounts of the Challenge, including all Media Assets (as defined in Section 2 below), created by Entity or Entity’s team for the Challenge, in any NGP Product on a fee-free basis, except for the uses described in Exhibit D, which shall be defined as “NGP Paid Rights.” “NGP Product” means any product or service created, commissioned or ordered by NGP which may be distributed in whole or in part, worldwide, in all languages, and in all media and in the promotion thereof, in any media or format, including Entity promotion.

Lastly, Entity grants to SOV an option to enter into a separate agreement related to potential investment funding for the Challenge. Any decision to enter into such agreement will be in the sole discretion of Entity and SOV and the terms and conditions for such agreement will be negotiated between Entity and SOV. For clarity, SOV is not permitted to commercialize or exploit any ideas, concepts, or materials from any Entity without a signed written agreement with such Entity.

EXCEPTION TO GRANT OF RIGHTS: The rights granted to the Society or NGP herein do not prevent Entity from writing articles about the Challenge for any academic journal or including information about the Challenge in any thesis or dissertation provided that Entity notifies the Society of any such pending publication so that any news announcement about such academic article might be coordinated with the Society.

(b) COOPERATION. If Team Leader or Entity is requested to do so, Team Leader or Entity will cooperate with the Society in the preparation an NGS Product or NGP Product containing an account of the Challenge. Team Leader's or Entity's cooperation will also include being available for consultation at no fee. Entity also will make the research available to the Society for review and inclusion into any of its works.

(c) COMPENSATION. To the extent the Society asks Entity to draft or participate in the creation of an NGS or NGP Product, Entity will be paid at the Society's customary rates for such work, including customary credit for such work. The rights to any such work, including copyright and world publication, transmission, and broadcast rights, will belong exclusively to the Society. The Society shall have the right to edit the text and other work product for accuracy and style as well as add to Entity's work product.

2. MEDIA ASSETS. Entity agrees to provide to the Society for review all media assets, including photographs, maps, uncompressed map files, footage, audio files, natural sound, recordings, 2-D or 3-D models, virtual reality assets (stitched and unstitched), and any other type of media asset related to the Challenge, which may exist in any medium or format (collectively referred to as "Media Assets"), which Entity or any other team member may take on or create during the Challenge, if any such Media Assets are created. For clarity, the recording of any pitch session and actual entries from the Design, Circular Economy, and Data Visualization Tracks (as defined in the rules for the Innovation Challenge) are also included in the definition of Media Assets. When Team Leader or a team member turn over Media Assets, he/she will include the following metadata at a minimum: date, creator, location, and content description. Entity also agrees to acquire personal and location releases, in the forms attached as Exhibit B and Exhibit C, for each person and location that is included in the Media Assets. On the date that Entity provides an executed Prize Agreement, Entity will also submit the Media Assets and personal and location release(s) to impactmedia@ngs.org.

The Society may crop any photographs from the Challenge and edit footage for time. It shall also have the right to adapt, arrange, rearrange, add to, or subtract from the Media Assets, and to combine them with any other materials, music, or recordings, and Entity hereby waives any "droit moral" (moral right) or similar right, to the greatest extent permitted by applicable laws.

3. SOCIETY NAME. Entity agrees that in any agreement Entity may reach with a third party to publish or broadcast any materials, text, or commentary about the Challenge, the third party will acknowledge the Society as a sponsor of the Challenge ("Materials"), but, unless the Society otherwise agrees in writing, will otherwise be prohibited from using or displaying the name or trademark of the National Geographic Society or any of its affiliate companies, provided that Entity is permitted to allow such third party to publish a brief, unobtrusive statement concerning Entity as the scientist, researcher, photographer, or writer and to describe Entity as a "National Geographic Society Innovation Challenge winner." In no event shall the name or trademark of the

Society or any of its affiliate companies or any Society publications be used for any advertising or promotional purposes in connection with the publishing of the Materials by third parties as allowed by this Prize Agreement.

4. **TEAM MEMBERS.** Entity agrees to bind all team members of the Challenge to the terms of this Prize Agreement, including but without limitation granting the Society specified rights in the Challenge and Materials created on the Challenge, and terms and conditions contained in Exhibit A. To this effect, Entity agrees to obtain from each team member, before receipt of the prize, an executed Team Member Agreement in the form attached as Exhibit A to this Prize Agreement.

5. **NEWS AND OTHER THIRD-PARTY MEDIA REQUESTS.** Entity agrees to notify the Society of any third-party media requests to provide news or information concerning the Challenge in any newspaper account, other publicity, or any popular technical articles that may be published on the Challenge. Entity will take all necessary steps to ensure that proper acknowledgment is given to the Society as funder of the Challenge.

6. **EMBARGO.** As long as the Society maintains an embargo, Entity will not directly sell or license any Material, or any text account or oral account of the Challenge, for publication to *Lide a Zeme* (Czech Republic) or *Airone* or *Airone Jr.* (Italy) magazines.

7. **LIABILITY RELEASE.** Entity understands that neither the Society nor its subsidiaries, affiliates, licensees, or contractors assume any responsibility for the health, safety, or property of any person accompanying or assisting it, and Entity specifically releases the Society and its subsidiaries, affiliates, and licensees from any responsibility for loss or damage to its person or personal property arising out of the Challenge or the preparations therefor.

8. **PERSONAL RELEASE.** The Society may use Entity's, Team Leader's, team members' names, voices, likenesses, and biographical material, or that of any member of the Challenge, in connection with any NGS Product and/or any NGP Product; and it may use Entity's name, voice, likeness, and biographical information for advertising, publicity, and promotion in connection with the Challenge and any products describing the Challenge, and for Entity's purposes, but not as an endorsement for any product or service. Further, third-party sponsor(s) of the Challenge or the Society may use Entity's and Team Leader's name, voice, likeness, and biographical material, or that of any member of the team, only in connection with such sponsor(s)'s advertising, publicity, and promotion of its sponsorship of the Challenge or the Society, but not as an endorsement for any product or service of such sponsor(s). Entity specifically agrees that this release affords the Society the right to feature Entity in any NGS or NGP Product. Upon final execution of this Prize Agreement, Entity agrees to provide the Society with a still photograph of all team members ("Head Shot") for such use, and grants to the Society a nonexclusive, worldwide, perpetual license to reproduce, distribute, and display the Head Shot as described herein. Entity covenants, represents,

and warrants that Entity is either the copyright owner of the Head Shot or owns sufficient rights in the Head Shot to make the grant of rights above. For those individuals subject to the requirements of the General Data Protection Regulation (GDPR) and other data privacy regimes, the rights granted in Section 8 allow the Society to use personally identifiable information in connection with the grant of rights in Section 1 and as incorporated in Media Assets, as defined in Section 2. All other uses, if any, of personally identifiable information, shall be governed by the Society's privacy policy at <http://nationalgeographic.org/privacy-policy/>. To the extent that there is disagreement between this Prize Agreement and the privacy policy, the Prize Agreement shall control.

9. WARRANTIES. Entity represents that (1) Entity is ready, able, and willing and will render services in accordance with the terms and provisions of this Prize Agreement and will comply with all the terms and provisions of this Prize Agreement; (2) except as otherwise disclosed to the Society in writing, all Media Assets that Entity prepares will be original with it; (3) the Society will not incur any liability or obligation, financial or otherwise, to any third party based on the creation, production, and use of the Media Assets or other works of Entity or challenge members in relation to the Challenge; (4) Entity will not enter into any other commitments that will in any way conflict with or adversely affect Entity's performance under this Prize Agreement; (5) in conducting the activities covered by this Prize Agreement, Entity will act at all times in accordance with all applicable laws and regulations; and (6) if not prohibited by state or local law, Entity will fully indemnify the Society and its subsidiaries or affiliates for any losses or damages resulting from its violations of any applicable laws and regulations or breach of any of its obligations, agreements, or warranties hereunder. If there is a prohibition in state law, Section 9(6) will be deemed inapplicable.

10. LAW AND VENUE. This Prize Agreement shall be governed in all respects by the laws of the District of Columbia, excluding its conflict of laws. Any dispute arising out of or in connection with this Prize Agreement shall be submitted to mediation in the District of Columbia under the supervision of a mutually agreed upon mediator, preferably a former federal judge. In the event that mediation fails to settle such a dispute, the parties agree that they will proceed to JAMS arbitration in Washington, D.C., pursuant to the then existing rules of the JAMS before a mutually selected single arbitrator, preferably a former federal judge. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party retains the right to obtain judicial assistance: (1) to compel arbitration; (2) to obtain interim measures of protection pending or during arbitration; and (3) to enforce any decision of the arbitrator, including the final award.

11. RELATIONSHIP. Nothing herein shall be deemed to create an association, partnership, or joint venture between Entity or the other teams participating in the Challenge and the Society hereunder. It is specifically understood that Entity will participate in the Challenge as an independent contractor without any right to bind the Society in any way, and that any and all obligations incurred by it in connection with the Challenge will be at its own risk without obligation of any kind on the part of the Society except as expressly stated in this Prize Agreement.

12. TAX MATTERS. Entity agrees that it is familiar with U.S. tax obligations associated with the payment(s) Entity will receive from the Society and will provide the Society with any required documentation prior to receipt of payment(s) from the Society. Entity understands that to comply with U.S. tax reporting and withholding requirements, the Society will rely on the information that Entity provides on Internal Revenue Service forms or other tax certification forms and Entity agrees to inform Society within 30 days of any material changes to the information that Entity provides. Entity acknowledges that Entity has been advised by the Society to consult with its own tax advisor in connection with any tax liability and reporting obligations; Entity will be solely responsible for any and all of its tax liabilities and reporting obligations, in whichever jurisdiction Entity is responsible for filing and paying, and acknowledges that the Society has no liability or obligation in this regard.

13. ASSIGNMENT. This Prize Agreement is personal to Entity and Entity may not assign the rights or delegate any of the duties described herein to a third party without the prior written consent of the Society. The Society may assign or license any rights under this Prize Agreement to a subsidiary or licensee or to any third party so long as the product or publication bears a National Geographic trademark and is subject to the Society's Editorial Control. For the purposes of this Prize Agreement, "Editorial Control" means the right to review, formulate standards for, or exercise a veto over the appearance, text, use, or promotion of the product.

14. NO OBLIGATION TO PUBLISH. The Society shall have no obligation to exercise any or all of its rights hereunder, and the Society shall have fully discharged its duties hereunder by paying the prize amount referenced in this Prize Agreement.

15. CERTIFICATION. By countersigning this Prize Agreement, Entity certifies that it does not and will not promote or engage in violence or terrorism, nor will it make payments to any entity that engages in such activities.

16. U.S. FOREIGN TRADE CONTROLS. By countersigning this Prize Agreement, Entity acknowledges that Entity is aware of and agrees to comply fully with U.S. foreign trade controls that govern travel to and transactions with countries such as Cuba, Iran, Sudan, Syria, North Korea, Crimea territory, and other U.S.-sanctioned countries, including any such controls that may be imposed in the future. Specifically, Entity acknowledges that Entity is aware of and agrees to comply with the regulations of the U.S. Department of the Treasury governing travel to and trade with countries subject to U.S. economic sanctions (31 Code of Federal Regulations Parts 500-598) and also with the Export Administration Regulations of the U.S. Department of Commerce (15 Code of Federal Regulations Parts 730-774). Finally, Entity acknowledges that Entity has been advised by the Society to consult with its own legal counsel in connection with its obligations under U.S. foreign trade controls.

17. COMPLIANCE WITH ETHICAL BUSINESS PRACTICES. Entity represents, warrants, and covenants, as of the date of this Prize Agreement, as follows.

(a) COMPLIANCE WITH ANTI-CORRUPTION LAWS. Entity will at all times comply with all applicable laws and regulations governing bribery, money laundering, and other corrupt practices, included in the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws that have similar global application. Neither Entity nor any of Entity's officers, directors, employees, associates, subcontractors, representatives, or agents, nor anyone else acting on Team Leader's behalf, will, directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of any bribes, kickbacks, influence payments, or other unlawful or improper inducements in whatever form (including gifts, travel, entertainment, contributions, or anything else of value) to any public official, commercial counterparty, or other recipient. Team Leader will ensure that any person who will perform the services is aware of and complies with the obligations of this subparagraph.

(b) NO UNDISCLOSED GOVERNMENT TIES. INTENTIONALLY DELETED

(c) ANTI-HARASSMENT. Team Leader, on behalf of Entity, must do the following: exercise the highest standard of ethical conduct in the performance of this Prize Agreement, as set forth in the Society's Code of Ethics, <https://www.nationalgeographic.org/ethics/>; comply with the Society's policy against harassment and discrimination (including strictly avoiding offensive and demeaning behavior in any form) as well as the policy against bribery and corruption (hereinafter "the Policies"). Any potential violation of the Society's ethical standards or the Policies must be reported to the Society immediately through the Ethics Helpline at (888) 647-0647 (888-NGS-0-NGS), EthicsNGS@getintouch.com, intouchwebsite.com/NGS, or via another reporting avenue set forth under the Code of Ethics provisions for Addressing Concerns – Reporting Violations. The Society fully reserves the right to terminate this Prize Agreement as a result of any failure to comply with the requirements set forth in this paragraph.

(d) RECORD OF PAYMENTS; AUDIT. Entity will make any third-party payments in connection with this Prize Agreement in a manner that creates an accurate record of such payments and will accurately record such payments in Entity's books and records. Whenever reasonably possible, Entity and any person or entity that will perform the activities will make all payments relating to this Prize Agreement by check, wire transfer, credit card, or any similar method that creates an external record of the transaction and will avoid making such payments in cash. The Society will be permitted, at its own expense and upon reasonable notice, to audit the books and records of Entity with respect to transactions relating to this Prize Agreement. Entity will cooperate fully with any and all audits and related training by the Society.

(e) OBLIGATIONS TO REPORT AND UPDATE. Entity will promptly report to the Society any fact or occurrence that renders inaccurate or misleading any representation, warranty, covenant, or undertaking in this paragraph section.

(f) RIGHT TO TERMINATE. The Society may terminate this Prize Agreement if Entity breaches any of the above representations and warranties or if the Society learns that improper payments are being or have been made by Entity Further, in the event of such termination, Entity shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination, and Entity shall be liable for damages or remedies as provided by law including recovery by the Society of any prize amount expended in violation of this paragraph.

18. HEADINGS. The headings at the beginning of each paragraph hereunder are for reference only and shall not affect the meaning or construction of this Prize Agreement.

19. COMPLETE AGREEMENT. This document constitutes the entire agreement between Entity and the Society, and its terms cannot be altered except by an instrument in writing signed by Entity and a duly authorized representative of the Society.

20. EXHIBITS. The attached exhibits are incorporated into this Prize Agreement:

- (a) Exhibit A: Team Member Agreement
- (b) Exhibit B: Personal Release Form
- (c) Exhibit C: Location Release Form
- (d) Exhibit D: NGP Paid Rights Schedule
- (e) Exhibit E: Affidavit

My signature below indicates Entity's acceptance of, and agreement to, the above terms, including all Exhibits.

ENTITY

NAME OF PERSON SIGNING ON BEHALF OF ENTITY

SIGNATURE OF AUTHORIZED PERSON

TITLE

READ AND ACKNOWLEDGED:

Team Leader

NAME OF TEAM LEADER

SIGNATURE OF TEAM LEADER

WITNESS

NAME OF WITNESS

SIGNATURE OF WITNESS

DATE

EXHIBIT A: TEAM MEMBER AGREEMENT

TO BE COMPLETED BY EACH ADDITIONAL PARTICIPANT/TEAM MEMBER

TITLE OF SUBMISSION:

TEAM LEADER: _____

In consideration of Team member's participation in the Challenge, Entity grants the exclusive right to coordinate and approve in advance publication, exhibition, or other presentation of accounts of the Challenge or information about the same in all forms of media now existing or subsequently discovered, and in any promotion thereof in any medium or format, including institutional promotion.

Team member acknowledges and agrees that the Team Leader will coordinate all publicity connected with the Challenge. Team member further acknowledges and agrees he/she will not enter into any discussion or agreement with any newspaper; publication; newsgathering organization; disseminating agency; or radio broadcasting, television, or film company, or anyone else to release news information concerning the Challenge without the Team Leader's prior permission. Further, team member will not give any interviews to newspapers, magazines, or any other newsgathering organizations without the Team Leader's prior written permission. Further, Team Leader is solely responsible for allocating any prize amount among the team members and that team member will look only to Team Leader for such payment. For those team members subject to the requirements of GDPR and other data privacy regimes, the rights granted in Section 8 of the Prize Agreement allow the Society to use personally identifiable information in connection with the grant of rights in the Prize Agreement in Section 1 and as incorporated in Media Assets, as defined in Section 2 of the Prize Agreement. All other uses, if any, of personally identifiable information, shall be governed by the Society's privacy policy at <http://nationalgeographic.org/privacy-policy/>. To the extent that there is disagreement between this Team Member Agreement and the privacy policy, the Team Member Agreement shall control.

Team member expressly recognizes and agrees that he/she may be at risk of bodily harm or death during the Challenge and that he/she freely and knowingly undertakes the Challenge with full awareness of the attendant risks. Team member specifically releases the Society, NGP, SOV, and each's subsidiaries and affiliate companies from any and all liability and responsibility for Team member's personal safety and welfare and for any loss or damage to Team member's person or personal property arising from the Challenge or preparations therefor. Team member understands and agrees that he/she is responsible for obtaining at his/her expense any insurance coverage that he/she considers appropriate.

Team member further acknowledges that he/she has read the Prize Agreement for

TITLE OF SUBMISSION:

and agrees to be personally bound thereby, including by making available to the Society on the terms in the agreement any photographs, film, video, or audio recordings team member may make on the Challenge. Team member authorizes the Team Leader to enter into said Prize Agreement and provide all the same rights described therein and will not amend or modify Team member agreement with the Team Leader in any manner that would interfere with the exercise or use of such rights. Team member will look solely to the Team Leader for all compensation and other remuneration for any and all services rendered and rights granted by Team Leader under said Prize Agreement.

Agreed and accepted:

SIGNATURE _____

NAME _____ ADDRESS _____

DATE: _____

EXHIBIT B: PERSONAL RELEASE FORM

Date: _____

Shoot² for Challenge: _____

I agree that National Geographic (“NG”)³ may photograph and record my likeness, voice, and activities (“Images”)⁴. I grant the following rights to NG: permission to use and reuse, publish and republish, and modify or alter the Image(s) taken during the Shoot. I agree that NG may use the Images for editorial, commercial, trade, advertising, and any other purpose in any medium now existing or subsequently developed, worldwide.

I discharge NG from any and all claims arising out of use of the Images for the purposes described above, including any claims for libel, invasion of privacy, or other tortious act. I also agree not to assert any claims for injunctive relief and/or money damages against anyone relating to the exercise of this permission granted in this release. I agree that the possibility of being included in the Challenge is sufficient compensation. For those individuals subject to the requirements of GDPR and other data privacy regimes, the rights granted in this Prize Agreement allow the NG to use personally identifiable information in connection with the grant of rights in Section 1 and as incorporated in Media Assets, as defined in Section 2. All other uses, if any, of personally identifiable information shall be governed by NG’s privacy policy at <http://nationalgeographic.org/privacy-policy/>. To the extent that there is disagreement between this Prize Agreement and the privacy policy, the Prize Agreement shall control.

I represent and warrant that any statements made by me during my appearance or recording are true, to the best of my knowledge, and that neither my appearance nor any statements made by me will violate or infringe upon the rights of any third party.

This Personal Release is complete and no one has promised me anything that is not included in the document.

I have read this release. I fully understand its contents and confirm my agreement by signing below. I am over the age of 18 and have legal capacity to sign the release.

² “Shoot” means the photographic, film, or recording session described in this form.

³ “National Geographic” means the National Geographic Society, National Geographic Partners LLC, and their affiliates, subsidiaries, licensees, or any company or person that NG licenses rights to and any licensees of the company or person

⁴ “Image” means all photographs, film, and recordings taken of you as part of the Shoot.

Approval:

_____	_____
Date	Signature
_____	_____
Street Address	Name
_____	_____
City, State, Zip	Telephone/Email

If subject is a minor, I warrant and represent that I am the parent or legal guardian of the minor. If subject is illiterate, a third-party witness should sign below:

Approval:

_____	_____
Date	Signature
_____	_____
Street Address	Name
_____	_____
City, State, Zip	Telephone

Email	

Circle one: Father Mother Guardian Witness

EXHIBIT C: LOCATION RELEASE FORM

Location: _____

Date(s): _____

Challenge: _____

I hereby grant to National Geographic (“NG”), ⁵ (and warrant that I am entitled to so grant, the right during the Date(s) to enter upon the Location and to photograph and record all or any part of the interior, exterior, and contents of the Location (“Images”)⁶ and for such purpose to bring onto and into the Location such persons and equipment as NG may deem appropriate.

1. All rights in the Images made or taken by NG at the Location shall be owned by NG, and NG shall be entitled to use and reuse, publish and republish, modify and alter, and copyright images of the Location that were taken on the Date(s). NG may use and authorize others to use the Images for editorial, commercial, trade, advertising, and any other purpose in any medium now existing or subsequently developed, worldwide, in perpetuity. NG shall be entitled to refer to the Location by its true name and shall have no obligation to include any or all of the Images in publications or products related to the Challenge. I discharge NG and authorized third-party users from any and all claims arising out of the use of the Images for the purposes described above, including any claims for misappropriation of property. In addition, neither I nor any other party has an interest in the Location, or shall any claim or right of action for injunctive relief and/or money damages against NG arising out of any use of the Images. As NG has editorial control of the production process, NG agrees that it will not use the Images to defame or show the Location in a false light. NG shall use reasonable care to prevent damage to the Location and shall indemnify you should any damage be caused to the Location by the negligent act or omission of NG or its employees or invitees.
2. The parties agree that they will attempt in good faith to settle any and all disputes arising out of, under, or in connection with this agreement, including without limitation the validity, interpretation, performance, and breach hereof, through a process of mediation in Washington, D.C., under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle such a dispute, the parties agree that they will proceed to arbitration in Washington, D.C., in accordance with the then existing JAMS Streamlined Arbitration Rules and Procedures by one arbitrator appointed in accordance with said rules. Judgment on the award rendered by the arbitrator may be entered in any court having competent

⁵ National Geographic means the National Geographic Society, National Geographic Partners LLC, and their affiliates, subsidiaries, licensees, or any company or person that NG licenses rights to and any licensees of the company or person

⁶ “Images” means all photographs, film, and other recordings taken of the Location.

jurisdiction. Upon the rendered award, judgment may be entered in any court having competent jurisdiction. In the event of arbitration, the non-prevailing party will be responsible to pay all costs of arbitration, the prevailing party's reasonable attorney's fees, costs, and other disbursements, plus legal interest on the award.

3. This agreement shall be freely assignable by NG to a wholly owned subsidiary or affiliate of NG.

I have read this Location Release. I fully understand its contents and confirm my agreement by signing below. I am over the age of 18 and have legal capacity to sign the release.

Approval:

Date

Signature

Street Address (if different than Location)

Print Name

City, State, Zip

Telephone/Email

EXHIBIT D: NGP PAID RIGHTS SCHEDULE

“NGP Paid Rights” means any and all combinations of any of the following, for which additional compensation shall be applicable:

- i. Use of any Media Assets in the print version of any non-English local language edition(s) of *National Geographic Magazine* (“Non-English Edition Publication Rights”).
- ii. Use in or in connection with any television program (in whatever form television now takes or hereafter exists, including, without limitation, online streaming and direct over-the-top or pay-per-view services) (“Television Rights”).
- iii. Use in or in connection with a feature film (as that term is commonly understood) (“Film Rights”).
- iv. Use of the Media Assets where, at the direction or request of a third-party sponsor or advertiser, the name, mark, or logo of the third-party sponsor or advertiser is directly attached or affixed to the Media Assets (“Sponsor-Tagged Assignment Material Rights”).
- v. Publishing or causing publication of a book (print or digital) that (1) identifies Entity as the author or whose main focus is Entity’s work and (2) is comprised 50 percent or more of still images, audio, and/or video that Entity has produced under any combination of current or past photographer’s assignment agreements (“Compilation Book Rights”). The 50 percent figure applies to the total number of items used as a percentage of the total number of items included, not the length, size, or duration of the items. For example, if an e-book comprises a total of 50 still photos and 10 video clips, of which 30 still photos and one clip are from Entity agreements, such e-book would be considered an exploitation of Compilation Book Rights. National Geographic Partners, LLC (“NGP”) agrees that it shall advise Entity in writing of any plans to exploit any of the Compilation Book Rights.
- vi. Use in the creation of an NGP Consumer Product, i.e., merchandising (“Consumer Rights”).
- vii. Use in connection with an NGP branded exhibition that is licensed to a third party for NGP commercial gain or NGP branded exhibitions that involve a fee paid by a consumer for access to the exhibit (“Exhibit Rights”).
- viii. Use in a print periodical that is (1) not currently an NG Content Platform (as defined herein) as of January 1, 2017; (2) published more than two times per year; and (3) sold on newsstands (“New Periodical Rights”). “NG Content

Platforms” means any and all media platforms and businesses owned and operated by National Geographic and/or branded “National Geographic,” including but not limited to *National Geographic Magazine*, *National Geographic Traveler* magazine, National Geographic Digital, National Geographic channel, National Geographic Expeditions, National Geographic WILD, www.nationalgeographic.org, www.nationalgeographic.com (and all other associated websites), NG Consumer Products, and any and all NG-operated or NG-controlled social media accounts. It also includes Soft Branded (meaning acknowledgement of the Society as Sponsor without inclusion of any Society trademark) media platforms and businesses.

Additional Compensation for Use of NGP Paid Rights:

- i. Non-English Edition Publication Rights: In the event that any of the Non-English Edition Publication Rights in any still photograph are exploited, NGP shall pay additional compensation at the Local Language Page Rate at the time of use.
- ii. For Exploitation of Television Rights: In the event that any Media Assets are exploited as Television Rights, Entity shall receive a license fee on an “as and when used” basis at fifty percent (50%) of the applicable materials license rate for each use (and taking into account the length of the video segment used) at the time of such use.
- iii. For Exploitation of Film Rights: In the event that any Media Assets are exploited as Film Rights, Entity shall receive a license fee on an “as and when used” basis at fifty percent (50%) of the applicable materials license rate for each use (and taking into account the length of the video segment used) at the time of such use.
- iv. For Exploitation of Sponsor-Tagged Assignment Materials Rights: In the event that any Media Assets are exploited as Sponsor-Tagged Assignment Materials Rights, Entity shall receive a fee on an “as used and when used” basis at 100 percent of the applicable sponsor-tagged materials rate for each use at the time of such use.
- v. For Compilation Book Rights: If NGP desires to publish a book that exploits the Compilation Book Rights, NGP shall enter into a separate agreement with Entity with respect to such book, which the parties shall negotiate in good faith.
- vi. For Exploitation of Consumer Rights: In the event that any Media Assets are exploited as Consumer Rights, Entity shall receive a license fee on an “as and when used” basis at fifty percent (50%) of the applicable sales or royalty rate for each use.

- ix. For Exploitation of Exhibit Rights: If NGP desires to exploit the Media Assets as Exhibit Rights, Entity shall receive a license fee on an “as and when used” basis at fifty percent (50%) of the applicable usage rate for each use.
- x. For Exploitation of New Periodical Rights: If NGP desires to exploit the Media Assets as New Periodical Rights, Entity shall receive a fee on an “as and when used” basis at fifty percent of the applicable materials license rate for each use.

For clarity, NGP Paid Rights do not include the right to license any individual Media Asset to third parties as “stock.”

EXHIBIT E: AFFIDAVIT—AGREED TO BY THE TEAM LEADER AND EACH TEAM MEMBER UPON EXECUTION OF THE PRIZE AGREEMENT

Affidavit. I, the undersigned, understand that my entry has been selected as a Finalist in the 2019 Ocean Plastic Innovation Challenge (“Challenge”). I further understand that I may not substitute or transfer the prize. I fully acknowledge that I am personally responsible for any and all income taxes that I may owe as a result of receiving the prize, and am responsible for any other tax or fee that may be imposed. To the extent that the prize is shared with a team, I will inform each person that they have a responsibility to pay income taxes and fees, if applicable.

Declaration of Eligibility. I represent that I am not an employee of the National Geographic Society (the “Society”), National Geographic Partners, LLC (“NGP”), Sky Ocean Ventures (“SOV”), any Judges (as defined in the rules for the Challenge) and their corporate entities, or any of each’s subsidiaries or affiliates, nor is anyone in my immediate family or living in the same household with me. I also represent that I was at least 18 years of age and was NOT a resident of mainland China, the Crimea region controlled by Russia, Cuba, Iran, North Korea, the province of Quebec, Sudan, or Syria at the time of entry. I confirm that all of the team members, if any, comply with the eligibility requirements as well.

Warranty of Ownership and License. I warrant and represent that the entry I submitted in the Challenge (the “Entry”) on behalf of the Entity is Entity’s original creation developed exclusively by the team and to which the Entity alone owns copyright, and that the Entry does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity, or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the Entry. I hereby grant to the Society an irrevocable, perpetual, worldwide nonexclusive license to reproduce, distribute, display, and create derivative works of the entries (along with a name credit) in connection with the Challenge and promotion of the Challenge, in any media now or hereafter known, for no additional compensation. I consent to the Society doing or omitting to do any act that would otherwise infringe my “moral rights” in the Entry. I grant to the Society the unrestricted right to use all statements made in connection with the Challenge, or choose not to do so, at its sole discretion, for no additional consideration, notification, or approval except where prohibited by law.

Publicity Release. I further grant to the Society the right to use my name, photograph, likeness, and/or voice for advertising and promotional purposes in connection with the Challenge, without compensation and without any prior review or approval by me (except where prohibited by law).

Liability Release. In consideration of my participation in the Challenge and my receipt of this prize, I agree to release, discharge, and hold harmless the Society, NGP, SOV,

any Judges and their corporate entities, and each's partners, affiliates, subsidiaries, advertising agencies, agents, employees, officers, directors, and representatives from any claims, costs, injuries, losses, and damages arising out of my participation in the Challenge or any Challenge-related activities and the acceptance, use, misuse, or possession of the prize.

Team Leader:

Team member(s):

Date _____

For Preparation Only