

## Standard Chartered Open Analytics - Event Rules

1. These terms and conditions (hereinafter known as these “**Event Rules**”) govern each team’s participation in the Standard Chartered Open Analytics (the “**Challenge**”) organised by Standard Chartered Bank incorporated in England and Wales with limited liability by Royal Charter 1853 under reference number ZC 18 and whose principal office in England is at 1 Basinghall Avenue, London, EC2V 5DD and whose principal office in Singapore is at 8 Marina Boulevard #27-01, Marina Bay Financial Centre (Tower 1), Singapore 018981 (the “**Bank**”).
2. The Challenge is to attract top FinTech companies from around the world to develop best in class AI/ML models which provide Next Best Offer (NBO) or Next Best Actions (NBA) to make a winning impact on the credit card customers of the Bank Group.
3. By participating in the Challenge, you are doing so on behalf of an organization or legal entity and not in your capacity as an individual and that your organization or legal entity (“**You**” or “**Your**”) is agreeing to be bound by these Event Rules.
4. Further, You represent and warrant that all information provided by You during the application process and Your participation in the Challenge (including without limitation the Participant Company Information Questionnaire) are true, accurate and complete.

### Eligibility

5. Your organization or legal entity shall form a team comprising of up to a maximum number of two (2) individuals (inclusive of the team leader) who are data scientists under Your employment (collectively, the “**Team**”). These are individuals who are permanent staff of Your legal entity/company at the time of application to the Challenge. The individuals comprising the Team cannot be changed after the application has been submitted unless the Bank’s written consent is obtained.
6. Each team member must be 18 (eighteen) years of age or older at the time of application.
7. The Challenge is NOT open to Sanctioned Parties, details as below:

The Bank and Bank Group adopts a policy of not entering into any transaction that either directly or indirectly involves or is for the benefit of any Sanctioned Parties, even where this would be legally permitted. For these purposes, “**Sanctioned Parties**” are defined as:

- (i) parties that any one or more of the United Kingdom (UK), the European Union (EU), the United States (US) or the United Nations (UN) has listed as the target or subject of sanctions; or

- (ii) parties which are 50% or more owned (individually or in aggregate) by, or otherwise controlled by, any party described in para (i) above; or
  - (iii) parties which have been internally identified as presenting an unacceptable level of sanctions risk to the Bank Group.
8. The Challenge is NOT open to certain governments or parties within certain geographies that are targeted under the sanctions programs of the UK, EU, US, or UN, details as below:
- The Bank and Bank Group also prohibits and will not facilitate activity with certain governments or parties within certain geographies that are targeted under the sanctions programs of the UK, EU, US, or UN. The Bank and Bank Group neither maintains a presence in these sanctioned geographies nor is it the target of these sanctions programs. As these are a direct consequence of international relations, the Bank Group's Sanctions Policy and specific prohibitions may change from time to time. Current prohibitions include the following: Cuba, Iran, North Korea, Syria, Crimea & Sevastopol, Russia, Venezuela.
9. You represent and warrant that there is no existing or potential conflict with Your company policy (including without limitation administrative, IT or device policy) in respect of these Event Rules, Your participation or Your team member's participation in the Challenge.
10. Each Team must choose a team leader to represent the Team.

### Application

11. The team leader who will represent the Team shall register the Team for entry into the Challenge by the application closing date or deadline.
12. The team leader will be required to provide information about the team members and other details as required by the Bank. In respect of any team member's Personal Data that the team leader may disclose (if any), the team leader represents and acknowledges that he/she has, prior to such disclosure, obtained the appropriate consent for its use and disclosure under these Event Rules from that team member.

### First Selection

13. After the application closing date or deadline, representatives of the Bank (the "**Shortlisting Panel**") will review the entries which have been successfully received and complete a round of shortlisting selection whereby Teams are shortlisted for the Final Selection phase (the "**Finalist Teams**") based on the Bank's internal criteria in its sole and absolute discretion.
14. The Bank reserves the right to request more information and documents from the Teams as required by the Bank in its sole and absolute discretion at any time during the Challenge.

## Final Selection

15. The Bank shall inform the Teams which have been shortlisted for the Final Selection phase.
16. The Bank will be providing the Finalist Teams with instructions on the devices and software as well as any operational or logistical matters pertaining to the Challenge.
17. Each of the Finalist Teams shall agree to or enter into the Bank's supplier-related proof of concept documents ("**Supplier POC Documents**") consisting of:
  - (i) a proof of concept or product evaluation agreement (the "**POC Agreement**"), as provided to each of the Finalist Teams;
  - (ii) a non employed worker ("NEW") Programme Supplier Screening Checklist (i.e. the Supplier GSSP Checklist); and
  - (iii) any other agreement or terms of use which the Bank may reasonably deem necessary, in order to participate in the Challenge.
18. Each of the individual members of the Finalist Teams shall agree to or enter into individual terms of use or declaration ("**Individual Declarations**") as provided to each of the individual members consisting of:
  - (i) global screening self-certification letter;
  - (ii) global confidentiality template;
  - (iii) group code of conduct and undertaking of confidentiality; and
  - (iv) any other agreement or terms of use including that relating to the use of the tools and environment of the Challenge and any other software (including having to fulfil such software prerequisites) which the Bank may reasonably deem necessary, in order to participate in the Challenge.
19. Your participation in the Challenge may require You and/or Your individual team members to accept or enter into other agreements or terms of use with third parties (e.g. software providers and/or service providers). These third parties are not the Bank's agents and the Bank is not responsible for their actions or omissions. These Event Rules shall not in any manner affect Your agreements with these third parties.
20. The proof of concept under each POC Agreement would commence only after:
  - (i) the Finalist Teams have agreed to or entered into the Supplier POC Documents; and
  - (ii) a duly filled up set of the Individual Declarations have been agreed to or entered into by each individual team member of the Finalist Teams; and

- (iii) copies of the duly signed or agreed documents as set out in para (i) and (ii) above have been received by the Bank.

Each Finalist Team shall have the obligation to inform the Bank if any of the above para (i) to (iii) have not been completed before proceeding with the proof of concept under the POC Agreement.

- 21. You shall not subcontract any of Your obligations (including without limitations, under the POC Agreement) under the Challenge.
- 22. The judging panel for the proof of concept will consist of representatives from the Bank (collectively, the “**Judging Panel**”). The Judging Panel will rate the results of each proof of concept conducted by each of the Finalist Teams under the POC Agreement based on its internal criteria, as decided in its sole and absolute discretion. The Judging Panel will select based on its internal criteria, as decided in its sole and absolute discretion, up to three (3) winning Teams (each, the “**Winning Team**”, collectively the “**Winning Teams**”), in no order of merit. The Judging Panel’s decision is final.
- 23. The announcement of the results of the Challenge will be informed to the Finalist Teams and the Winning Team(s) shall be officially named the Winning Team or Winning Teams (as relevant) of the Challenge.
- 24. The Finalist Teams or Winning Team(s) shall not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity relating to the Challenge (including without limitation, their participation in the Challenge or their being officially named the Winning Team or Winning Teams (as relevant) of the Challenge), without the prior written approval of the Bank.

#### **No Prizes or funding or incentive to be awarded**

- 25. There are no prizes, funding or incentive to be awarded to the Winning Team(s) or any of the Finalist Teams. There is no guarantee that the Bank will enter into commercial arrangements with any of the Winning Team(s) or Finalist Teams but this is an opportunity to become test proofed and raise the possibility for investment or a commercial arrangement by the Bank.

#### **Costs and expenses**

- 26. The Teams are solely responsible for all costs and expenses, associated with participation in the Challenge. You will NOT be charged for using the tools and environment of the Challenge that the Bank provides to You during the Challenge.

#### **Phases of the Challenge**

- 27. The Challenge will take place in three (3) phases, as set out below:

- (a) **Phase 1** (Application)

The team leader who will represent the Team shall register the Team for entry into the Challenge by the application closing date or deadline.

**(b) Phase 2 (First Selection)**

The Bank shall complete a round of shortlisting selection whereby Teams are shortlisted for the Final Selection phase.

**(c) Phase 3 (Final Selection)**

Each of the Finalist Teams shall proceed with the proof of concept under the POC Agreement. The announcement of the results of the Challenge will be informed to the Finalist Teams and the Winning Team or Winning Teams (as relevant) shall be officially named the Winning Team(s) of the Challenge.

## Miscellaneous

28. The Bank reserves the right to amend and/or vary any of the terms of these Event Rules without prior notice.
29. The Bank reserves the right in its sole and absolute discretion to disqualify a Team or an individual team member at any point in time of the Challenge for any reason. The Bank's decision to disqualify a Team or a team member is final.
30. Each of the Bank and You shall comply with all laws, rules and regulations, applicable to it in connection with the performance of its obligations under these Event Rules.
31. You will indemnify the Bank and Bank Group from and against any liability, loss, claim, damage or costs of any kind (including legal costs) to any person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of information, software or material obtained in the Challenge or participation in the Challenge.
32. To the extent permitted by applicable law, you agree that the Bank and Bank Group will not be liable, under any circumstances and in any way, for any errors or omissions, injury, loss or damage of any kind incurred as a result of your participation (or inability to participate) in the Challenge in any manner.
33. By submitting an application for the Challenge and/or submitting any materials for the purposes of the Challenge (whether soft copies, photos, essays or other material) ("**Content**"), You:
  - (a) confirm that the Content is Your Team's original creation and is personal to, and relates specifically to, Your Team and warrants that the Content will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, harassing or threatening;

- (b) agree that the Bank may use, publish, modify, adapt, rework, broadcast and reproduce the Content without limitation worldwide and in any and all media for the purpose of operating and promoting the Challenge; and
  - (c) agree that any moral rights Your Team has in the Content are, or will be, waived to the fullest extent possible and confirms that each team member or his/her Team has obtained any third party to waive Your Team's moral rights that the Team may have in the Content.
34. All promotional images and recordings produced by the Bank in connection with the Challenge will be the property of the Bank. The Bank reserves the right to publicise the names of the Winning Team(s) / Finalist Teams, individual members of the Winning Team(s) / Finalist Teams or Teams and their photographs, interviews, quotes in any medium internally and externally to the public including the websites of the Bank and its Group and on the Bank's social media pages and You consent to allow photographs and/or video recordings of the Winning Team(s) / Finalist Teams (as relevant) during the Challenge or at any other activity associated with the Challenge. You agree to and shall have obtained consent from each team member prior to such publication.
35. Each team member's Personal Data will be used in accordance with the Privacy Policy found on <https://axess.sc.com/privacy/>. Team members may withdraw consent for use of their Personal Data at any time upon reasonable notice to the Bank, subject to legal or contractual restrictions.
36. In order to participate in the Challenge, You shall agree to:
- (i) the Event Rules; and
  - (ii) Non disclosure agreement

The Event Rules and the non disclosure agreement shall be read together and form the legally binding and enforceable terms and conditions of the Challenge. In the event of any conflict between any of the above documents comprising the Challenge, the priority of the documents will be as follows (listed in descending order of precedence, with the Event Rules having the higher priority):

- (a) the Event Rules; and
- (b) the Non disclosure agreement.

Upon being informed that You are one of the Finalist Teams, You shall enter into the Supplier POC Documents as provided to You, and the Event Rules and non disclosure agreement together with the Supplier POC Documents shall form the legally binding and enforceable terms and conditions of the Challenge. In the event of any conflict between any of the above documents comprising the Challenge, the priority of the documents will be as follows (listed in descending order of precedence, with the Supplier POC Documents having the highest priority):

- (a) the Supplier POC Documents;

- (b) the Event Rules; and
- (c) the Non disclosure agreement.

37. Furthermore, upon being informed that You are one of the Finalist Teams, You shall ensure that each individual member of the Finalist Teams complete and agree to or enter into the Individual Declarations.

38. For the purposes of these Event Rules,

(a) Where the context so requires, all references in these Event Rules to the singular shall be deemed to include the plural and vice versa.

(b) Definitions

“**Group**”, in respect of the Bank, means the Bank and:

(A) any person, body corporate, partnership, firm or other entity in which the Bank directly or indirectly:

- a. owns more than half the capital, income, business assets or any other comparable equity or ownership interest;
- b. has the power to exercise fifty percent (50%) or more of the voting rights in such entity;
- c. has the legal power to direct or cause the direction or general management or affairs of the entity in question;
- d. has the power to appoint or remove more than half the members of the supervisory board, board of directors or bodies legally representing such entity; or
- e. has the right to manage the business of such entity;

(B) any person, body corporate, partnership, firm or other entity which directly or indirectly has in or over the Bank the rights or powers listed in (A) above (a “**Controller**”); and/or

(C) any person, body corporate, partnership, firm or other entity in which a Controller directly or indirectly has the rights or powers listed in (A) above.

39. The Bank may assign, novate or otherwise transfer these Event Rules to any member of Bank Group. These Event Rules will be binding upon and will inure to the benefit of the parties permitted successors and/or assignees.

40. Waiver by the Bank or You of a breach of any provision of these Event Rules or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

41. These Event Rules do not create or confer any rights or benefits enforceable by any person not a party to it except that a member of Bank Group will have the right to enforce any rights or benefits in these Event Rules including, without limitation, any limitation and/or exclusion of liability.
42. Nothing in these Event Rules creates a joint venture, relationship of partnership or agency between You and the Bank. Accordingly, except as expressly authorised under these Event Rules no party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party.
43. Notwithstanding that any part of any provision of these Event Rules may prove to be wholly or partially void or unenforceable, the other provisions of these Event Rules and the remainder of the provision in question shall remain in full force and effect.
44. The Bank reserves the right, in its sole discretion, to modify, suspend and/or terminate any elements (including dates) of the Challenge (or part thereof) at any time and for any reason, including a pandemic, computer virus, bug, unauthorised human intervention or other cause corrupts or impairs the administration, security, fairness, judging, or proper play of the Challenge.
45. These Event Rules, and any matters arising out of or in connection with it, (whether contractual or non-contractual in nature), shall be governed by and is to be construed in accordance with Singapore law. The Bank and You submit and agree to the non-exclusive jurisdiction of the Singapore courts.