

GE Aviation Assemblies Challenge

OFFICIAL RULES

- LEGAL TERMS:** By submitting an Entry (as defined herein) to the GE Aviation Assemblies Challenge (the "Competition"), you are agreeing to be bound by the following legal terms ("Official Rules"). The Official Rules also incorporate by reference the additional terms specified at [<https://ninesights.ninesigma.com/servlet/hype/IMT?userAction=Browse&documentId=7eb000d7fa8f7aaa1b5d9dedb7427c04&templateName=&documentTableId=1008809493171540520>] (the "Competition Website"). THESE OFFICIAL RULES SUPERSEDE ANY OTHER RULES AND TERMS & CONDITIONS ON THE WEBSITE OF ADMINISTRATOR NINESIGMA TO THE EXTENT THERE IS ANY CONFLICT OF TERMS.
- SPONSORS; ADMINISTRATOR:** The Competition is administered by NineSigma ("Administrator"), 4700 Rockside Road, Suite 535, Independence, OH 44131 on behalf of General Electric Company ("GE" or "Prize Sponsor"), 41 Farnsworth Street, Boston, MA 02210. Administrator NineSigma and GE are collectively referred to as "Competition Sponsors" or "Sponsors."
- COMPETITION DATES:** The Competition commences on June 7, 2018 and the deadline for submitting an Entry (as defined herein) is **September 13, 2018 at 5:00pm EDT**. The server hosting the Competition website is the official time clock for the Competition.
- GENERAL INFORMATION:** Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. You are solely responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for abiding by your employer's policies regarding participation in the Competition. If you are entering on behalf of a business partnership, company, institution or other entity, you are responsible for confirming with the applicable partnership, company, institution or other entity that your Entry does not violate any policies set by that partnership, company, institution or other entity. Sponsors disclaim any and all liability or responsibility for disputes arising between you and your employer, partners or other persons or entities related to this Competition. You are solely responsible for all taxes and reporting related to any award that you may receive as part of the Competition. You may be subject to background screenings as needed to assure the Sponsors' legal compliance.
- ELIGIBILITY:** The Competition is open to all individuals over the age of 18 or the age of majority in said individual's geographic location and to all validly formed legal entities that have not declared or been declared in bankruptcy. Employees and contractors of GE and NineSigma and any of their respective parents, affiliates or subsidiaries are not eligible to enter.

You are solely responsible for all equipment, including but not necessarily limited to, a computer and modem necessary to establish a connection to the World Wide Web; access to the World Wide

Web and any related telephone, data, hosting or other service fees associated with such access, as well as all costs incurred by you or on your behalf in participating in the Competition.

6. **HOW TO ENTER:** To enter, you must first create an account on www.ninesights.com (unless you already have such an account, in which case you need not create another account). All of the registration information that you provide is collectively referred to as your "Account." See below and the Competition Website for further instructions and the required Response Template. You must submit your completed proposal (your "Entry" and referenced interchangeably as your "proposal," "submission" and/or "response" on the Competition Website) using the Response Template and following the instructions provided on the Template. By submitting your Entry, you formally accept the Official Rules for this Competition and all decisions of Sponsors, which are final and binding.

By registering and submitting an Entry, you agree that (a) all required fields are complete and all information in your Account is correct and accurate; (b) your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or Sponsors have reasonable grounds to believe it is) incomplete, incorrect or inaccurate and (c) registration information is collected by Administrator in the United States, on behalf of GE, and may be transferred elsewhere globally as needed for the purposes of the Competition and GE's business purposes. You agree and acknowledge that you are solely responsible for the security, accuracy and use of your Account.

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

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

Sponsors are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or other issues related to data such as quality, access or security. Sponsors are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Sponsors disclaim any liability for damage to any computer system or device resulting from participation in, or accessing or downloading of information in connection with the Competition.

Sponsors reserve the right to modify, remove or add data to the Competition Website upon notice to Entrants through their Accounts, via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Sponsors reserve the right in their sole discretion to extend or modify the dates of the Competition and/or Entry submission dates, and to change the terms of these Official Rules governing any portion thereof taking place after the effective date of any such change upon notice to Entrants, via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Entrants are urged to consult the Competition Website regularly during the Competition.

Sponsors shall have the right to remove any blog comment or posting related to the Competition from the Competition Website in their sole discretion at any time and for any reason.

BY REGISTERING FOR THE COMPETITION, YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE SPONSORS AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN PLEASE DO NOT SUBMIT AN ENTRY IN THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

7. **COMPETITION OBJECTIVE:** The objective of the Competition is to identify proposals for technologies, processes or methods which will ensure that b-nut fitting assemblies are properly assembled and leak-proof.

8. **ENTRY GUIDELINES AND REQUIREMENTS:**

Entrants must submit Entries in compliance with instructions on the Competition Website during the Competition Period. Entries will serve as a non-confidential introduction to Entrant's methodology and expertise.

Your Entry must meet the following criteria ("Entry Requirements") (**BUT SHOULD NOT DISCLOSE CONFIDENTIAL INFORMATION**):

- Provide confirmation that a b-nut assembly is assembled properly:
 - At a time of assembly and at any time after assembly,
 - Preferably, offer visual confirmation,
 - Show that assembly will still function through multiple tightening cycles of the fastener,
 - Approach may include a system-level solution (i.e. method or process to test that an entire fluid circuit does not leak);
- Be easy to use;
- Be effective in tight spaces and for various sizes of fittings;
- Be repeatable and reliable;
- Have a clear path for deployment in a manufacturing setting;
- Be cost effective for widescale deployment; and,

- Preferably, does not require component design changes which would require re-certification of the aircraft engine design (and preferably, not be a solution that will change b-nut hardware).

Your Entry also must include the following:

- Describe your proposed approach and its working principle (also indicating your freedom to practice and your ability to pursue commercialization and testing with Sponsor);
- Describe the pathway to scale Entry for commercial use, including timing, estimated budget, and capacity for manufacture;
- Estimated unit cost of technology (if available);
- Description of your (or you team's) background and related experience in commercializing new technology;
- [Optional] Provide a private link to a short (2-5 minute) video presentation in which you pitch your approach and capabilities; and,
- Include supporting documents (illustrations, performance data, etc.; limit of three (3) documents, maximum of 10MB).

Approaches not of interest are ones wherein any material or mark is left on the engine after tightening.

Entries will be evaluated using Entry Judging criteria (defined herein). Up to three (3) of the most promising Entries will be selected as prize winners. Each confirmed winner will receive a cash prize and may also be eligible for a Development Award as further described herein.

9. **INTELLECTUAL PROPERTY RIGHTS:**

By simply submitting an Entry and participating in this Competition, you are not granting Sponsors any rights to any patents or pending patent applications related to the technology described in your Entry and Sponsors makes no claim to ownership of your Entry or any intellectual property that it may contain.

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

BY ACCEPTING THE CASH PRIZE, HOWEVER, YOU DO HEREBY AGREE TO EXECUTE A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT DIRECTED TO YOUR ENTRY, AND ALL INTELLECTUAL PROPERTY THAT IT MAY CONTAIN OR EMBODY, INCLUDING BUT NOT LIMITED TO ALL RIGHTS TO ANY COPYRIGHTS, TRADE SECRETS, DESIGN RIGHTS AND INVENTIONS (WHETHER OR

NOT PATENTABLE) (THE "ENTRY IP"). YOU ALSO AGREE TO DISCLOSE ANY PRE-EXISTING CONTRACTS WHICH YOU MAY HAVE ENTERED INTO WITH ANY THIRD PARTY REGARDING YOUR ENTRY AND THE ENTRY IP.

AS A CONDITION FOR RECEIPT OF A "DEVELOPMENT AWARD" (AS DEFINED HEREIN), THE DEVELOPMENT AWARD WINNER WILL ENTER INTO A "DEVELOPMENT FUNDING BUSINESS RELATIONSHIP" WITH PRIZE SPONSOR (AS DEFINED HEREIN).

You agree that nothing in the Official Rules grants you a right or license to use the GE name or any GE trademark or service mark. You grant to Sponsors the right to include your company or entity name (if your Entry is from a company, institution or other entity) as an Entrant on the Competition Website and in materials related to Sponsors' promotion of the Competition. Other than these uses, you are not granting Sponsors any rights to your trademarks by entering the Competition.

10. **BUSINESS RELATIONSHIP:** You acknowledge that the intent of the Competition is to encourage people to suggest their ideas and innovations to GE. Participation in this Competition and acceptance of the cash prize do not create an obligation on either your part or GE's part to negotiate or enter into any business relationship or to sign any commercial agreement. Except as may otherwise be provided in these Official Rules, and prior to acceptance of the cash award, **you are free to discuss your Entry and the ideas or technologies that it contains with other parties and you are free to contract with any third parties as long as it does not create a bar to patentability and you do not sign any agreement or undertake any obligations that that conflict with these Official Rules or that conflict with any agreement that you have entered into with GE regarding your Entry.**

HOWEVER, ACCEPTANCE OF THE INITIAL CASH PRIZE DOES OBLIGATE YOU TO ENTER INTO A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT WITH PRIZE SPONSOR AND TO DISCLOSE ANY PRE-EXISTING CONTRACTS WHICH YOU MAY HAVE ENTERED INTO WITH ANY THIRD PARTY REGARDING YOUR ENTRY AND THE ENTRY IP (AS DEFINED HEREIN).

FURTHER, AS A CONDITION FOR RECEIPT OF A DEVELOPMENT AWARD (AS DEFINED HEREIN), YOU MUST ENTER INTO A DEVELOPMENT FUNDING BUSINESS RELATIONSHIP WITH PRIZE SPONSOR ON MUTUALLY AGREEABLE TERMS WHICH SHALL INCLUDE AN "AGREED UPON PLAN" TO GUIDE THE DEVELOPMENT FUNDING (AS FURTHER DEFINED HEREIN), AND MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, TERMS REGULATING THE TRANSFER OR LICENSING OF INTELLECTUAL PROPERTY RIGHTS, AN ASSET PURCHASE AGREEMENT, A JOINT DEVELOPMENT AGREEMENT AND/OR A SUPPLY AGREEMENT DIRECTED TO DEVELOPMENT AND/OR COMMERCIALIZATION OF THE WINNING TECHNOLOGY ("THE DEVELOPMENT FUNDING BUSINESS RELATIONSHIP"). PRIZE SPONSOR AND DEVELOPMENT AWARD WINNER SHALL NEGOTIATE IN GOOD FAITH A DEVELOPMENT FUNDING BUSINESS RELATIONSHIP THAT IS MUTUALLY ACCEPTABLE, BUT NEITHER PRIZE SPONSOR NOR DEVELOPMENT AWARD WINNER IS UNDER ANY OBLIGATION TO ENTER INTO SUCH A RELATIONSHIP.

THE AGREED UPON PLAN FOR GUIDED FUNDING WILL BE BASED UPON SPONSOR'S AND WINNER'S RECOMMENDATIONS AND MUST, AT A MINIMUM, SET FORTH (A) THE SCOPE, CO-DEVELOPMENT AND COMMERCIALIZATION OBJECTIVES, CO-DEVELOPMENT RELATIONSHIP, TIMELINE AND DELIVERABLES FOR THE FUNDING PERIOD; (B) AN EXPLANATION OF THE NECESSARY CONTRIBUTORS AND THEIR ANTICIPATED RESPONSIBILITIES AND DELIVERABLES; (C) A PROJECT BUDGET FOR UTILIZATION OF THE DEVELOPMENT AWARD, AND (D) TERMS FOR SUBMISSION OF A FINAL REPORT AND/OR PROTOTYPE AT THE CONCLUSION OF THE FUNDING PERIOD, WHICH WILL SUMMARIZE RESULTS, COMPARE OUTCOMES TO THE INITIAL PROPOSED RESULTS, AND, IDEALLY, SHOW PROOF OF CONCEPT (THE "AGREED UPON PLAN").

11. **PRIVACY:** By entering this Competition, you acknowledge and agree that Sponsors will have access to and use of any personal data provided in connection with your Entry for purposes as described in the Official Rules and as governed by the Privacy Policy posted on the GE Website <http://www.ge.com/privacy>. You further agree that Sponsors may share this personal data in connection with your Entry with designated third parties for purposes as described in the Official Rules.

12. **CONFIDENTIALITY:** Because Sponsors do not wish to receive or hold any submitted materials "in confidence," it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between Sponsors and you, the company or entity you represented when submitting an Entry, or the owner of any part of your Entry. HOWEVER, IF YOUR ENTRY IS SELECTED AS AN INITIAL CASH PRIZE WINNER, YOU MUST AND DO HEREBY AGREE TO: (A) DISCLOSE ANY PRE-EXISTING CONTRACTS WHICH YOU MAY HAVE ENTERED INTO WITH ANY THIRD PARTY REGARDING YOUR ENTRY, AND (B) SIGN A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT FOR THE PURPOSE OF FACILITATING DISCUSSIONS WITH PRIZE SPONSOR AIMED AT FURTHER ASSESSING YOUR ENTRY PROPOSAL FOR ONE OF THE PRIZE AWARDS. SUCH CONFIDENTIALITY AGREEMENT WILL BE DIRECTED TO, BUT NOT LIMITED TO, INFORMATION CONTRIBUTED BY PRIZE SPONSOR. Sponsors shall have no liability or responsibility for use by any other individual or entity of any aspect of your Entry.

13. **WARRANTIES:**

As a condition to entering this Competition, you warrant that your Entry:

(a) is your own original work and representative of your capability, or is the original work of your team submitted with the permission of all team members with full and proper credit given within your Entry;

(b) does not contain confidential information or trade secrets (yours or anyone else's);

(c) does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;

- (d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- (e) does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement;
- (f) does not trigger any reporting or royalty or other obligation to any third party; and,
- (g) has not been previously published so as to create a bar to patentability and has not won any other prize or award.

A breach of any warranty set out in this provision of the Official Rules will result in the corresponding Entry being invalid. In addition, you agree to indemnify Sponsors against all loss, damages and costs incurred by the Sponsors arising from your breach of the warranty.

14. **JUDGING:**

Entries will be evaluated by a panel of at least (3) three judges comprised of GE employees with expertise in the fields of aircraft engine assembly and testing (collectively the “Judges Panel” or “Judges”).

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

- Greater ease of use;
- Proof of effectiveness (or evidence that the solution could be effective) (e.g. no false negatives or positives);
- Quicker time to commercialize (e.g. how quickly could your solution become standard operating practice or be commercialized);
- Greater ease of deployment (able to implement in many locations); and,
- Greater portability (to go with an individual who is moving around).

Judging will occur during the period from mid-September 2018 through October 2018. Up to three (3) Entries that best meet the Judging Criteria will be selected as Initial Cash Prize Winners. Sponsors reserve the right to select fewer than three (3) winners, or even to select no winners, in the event that an insufficient number of Entries meeting the Judging Criteria are submitted during the Competition Period, as determined in the sole discretion of the Judges.

Initial Cash Prize Winners will be eligible to receive additional funding for a six (6) month period (“Development Award” as described herein) to continue further development and/or commercialization of winner’s Entry technology.

Initial Cash Prize Winners will be asked to complete a Technology Interview (as described herein). Allocation of the Development Award will be determined based upon, but not limited to, the following considerations (“Development Award Criteria”):

- The nature of the technology (including, but not limited to, novelty of approach, prospective alignment/fit with Prize Sponsor’s operations/assemblies, etc.); and
- The level of commercial readiness (including, but not limited to, funding requirements, regulatory status, perceived roadblocks to commercialization, etc.);
- Experience and expertise of Entrant.

Technology Interview: Initial Cash Prize Winners will have the opportunity to explain the technology described in their Entry to the Judging Panel via a web conference, the duration of which will not exceed one hour (the “Technology Interview”). This Technology Interview will be scheduled after the Initial Cash Prize Winner announcement (and after NDA is executed) and at a mutually convenient time for both Initial Cash Prize Winners and the Judges. (If an Initial Cash Prize Winner is a Team, then at a minimum, the Team Leader must participate in the Technology Interview). During this Technology Interview, Initial Cash Prize Winner will be asked questions by the Judges regarding the technical merit and commercial readiness of their Entry technology, as well as how the Entry satisfies the Judging Criteria, as well as the Development Award Criteria.

Initial Cash Prize Winners will be further evaluated based upon the Technology Interview, after which the Judging Panel will decide upon the Development Award Winner. Prize Sponsors reserve the right to select fewer than three (3) winner or even to select no Development Award Winner, if an insufficient number of Entries meeting the Judging Criteria and Development Award Criteria, as determined in the sole discretion of the Judges.

Prize Sponsor also may, at its own discretion and based on the merits of the proposed technology, explore funding an Entry for further development and/or commercialization, even if the Entry is not an Initial Cash Prize or a Development Award winner.

ALL DECISIONS OF NINESIGMA, GE AND THE JUDGES PANEL WILL BE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS CHALLENGE.

15. **AWARDS:** Up to three (3) Entries will each be awarded an initial cash prize of \$10,000 USD (the “Initial Cash Prize”). The potential cash prize winners will be notified by Sponsors on or about late October, 2018.

Up to three (3) initial cash prize Winners also may be awarded additional funding for a six (6) month period (the “Development Award”) from a total discretionary grant award pool of up to \$50, 000 USD to continue further development and/or commercialization of winner’s Entry technology, provided the Initial Cash Prize Winner completes the requisite Technology Interview and also enters into a Development Funding Business Relationship with Prize Sponsor which includes an “Agreed Upon Plan” (as defined herein) for guided funding. Development Award winner(s) will be notified

on or about early December, 2018.

The Development Award winner must enter into a Development Funding Business Relationship (inclusive of an Agreed Upon Plan for development funding) with Prize Sponsor, as described herein. The Agreed Upon Plan shall govern the amount of the Development Award from the total developmental award pool, as well as the length, scope and other details surrounding the Development Funding Business Relationship between Prize Sponsor and the Development Award winner.

All potential winners will be notified by the e-mail address provided in the Account used to submit the Entry. Return of any notification as “undeliverable” will result in disqualification. Potential Prize winners are subject to verification of eligibility and compliance with these Official Rules. Sponsors reserve the right to examine Entries for compliance with the Competition Rules. Prize winners may, subject to applicable laws and regulations, be screened to ensure they are not included on any Government Watch List.

AS A CONDITION FOR RECEIPT OF THE \$10,000 CASH PRIZE, PRIZE WINNERS WILL BE REQUIRED TO EXECUTE ADDITIONAL DOCUMENTATION, INCLUDING BUT NOT LIMITED TO A DECLARATION OF ELIGIBILITY AND RELEASE AND A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT.

AS A CONDITION FOR RECEIPT OF A DEVELOPMENT AWARD, DEVELOPMENT AWARD WINNER WILL BE REQUIRED TO EXECUTE AND ENTER INTO A “AN AGREED UPON BUSINESS AND DEVELOPMENT FUNDING BUSINESS RELATIONSHIP” WHICH IS BASED UPON DEVELOPMENT AWARD WINNER’S RECOMMENDATIONS AND COVERS, AT A MINIMUM (A) THE SCOPE OF THE TECHNOLOGY DEVELOPMENT PROGRAM BEING PROPOSED AND A WORK SCHEDULE FOR THE DEVELOPMENT PROGRAM; (B) AN EXPLANATION OF THE NECESSARY CONTRIBUTORS AND THEIR ANTICIPATED RESPONSIBILITIES; (C) THE PRIZE SPONSOR’S INTELLECTUAL PROPERTY RIGHTS RESULTING FROM THE DEVELOPMENT PROGRAM; AND (D) A PROJECT BUDGET FOR UTILIZATION OF THE DEVELOPMENT AWARD (THE “AGREED UPON PLAN”).

After verification of eligibility and receipt of the required documents, prize awards will be distributed in the form of a check addressed to the Entrant or official representative for a winning team specified in the winning Entry. That official representative will have sole responsibility for further distribution of the Prize among participants in a group Entry or within a company or institution that has submitted an Entry through that representative. No substitution or transfer of prizes is permitted. The Prize will be awarded per winning Entry, not per Entrant or number of persons involved in the Entry. All Awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the Award, unless otherwise mutually agreed in writing between you and Prize Sponsor. You are responsible for all taxes and reporting related to any Award that you receive as part of the Competition.

This is a contest of skill. Whether or not your Entry is determined as a winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated based on the Judging Criteria. Prize Sponsor reserves the right to award fewer than the stated maximum number of Initial cash prize winners, or no Initial Cash Prize or Development Award winner, if in Prize Sponsor's sole discretion, an insufficient number of eligible Entries meet the Judging Criteria. Prize Sponsor also may, at its own discretion and based on the merits of the proposed technology, explore funding an Entry for further development and/or commercialization, even if the Entry is not an Initial Cash Prize winner or a Development Award winner. In addition, Prize Sponsor may, at its own discretion and based on the merits of the proposed technology, explore further funding and/or business arrangements other than those set forth in these Official Rules. In such a case, GE will contact the Entrant and negotiate an appropriate agreement.

16. **LIMITATION OF LIABILITY:** By participating in the Competition, you agree to release, indemnify and hold harmless GE, NineSigma, and their respective parents, affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Sponsor Entities") and the Judging Panel from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of your participation in, association with or submission to the Competition (including any claims alleging that your Entry infringes, misappropriates or violates any third party's intellectual property rights). Sponsor Entities and the Judging Panel are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. Any compromise to the fair and proper conduct of this Competition may result in the disqualification of an Entry, termination of the Competition, or other remedial action, at the sole discretion of the Sponsors.
17. **NO OBLIGATION:** You acknowledge that multiple participants may submit Entries that contain designs, concepts or technologies similar to your Entry and that GE, and/or its respective subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that you disclose in your Entry. You acknowledge and agree that GE's actions with respect to another Entry or one of its own solutions or business activities, even if similar to your Entry, shall not create in GE any liability to you or others. Further, GE is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that it sees fit, independent of you and at its sole discretion, any technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that GE is not obligated to take any action whatsoever with regard to your Entry.
18. **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

19. **WAIVER:** By entering the Competition, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees. Except where prohibited by law, by entering you agree that any and all disputes, claims, and causes of action arising out of or connected with these Official Rules or this Competition shall be resolved individually, without resort to any form of class action.
20. **APPLICABLE LAW:** You agree that these terms and the relationship between you and the Sponsors shall be governed by the laws of the United States and the State of New York.

You acknowledge and agree that all aspects and content of your Entry, including the Entry IP (as defined herein), shall be treated as if made in the United States and United States laws relating to patents, inventions, assignments and compensation shall supersede the relevant laws of any country in which the Entry, including the Entry IP, may have been conceived and/or made.

For Entrants living outside the United States, you specifically acknowledge that you accept the practices and policies outlined in these Official Rules and in the Privacy Policy for the Competition Website and consent to having your data transferred to and processed in the United States.