

GUIDEWELL

Scale Up Accelerator

AGING IN PLACE

GUIDEWELL

TERMS AND CONDITIONS

GuideWell Scale Up Accelerator Terms & Conditions

OFFICIAL RULES

The following are the Official Terms and Conditions (the “Rules”) governing the Scale Up Accelerator (the “Accelerator”) sponsored by GuideWell Mutual Holding Corporation. (the “Sponsor”).

SUBMISSION OF AN ENTRY (AS DEFINED BELOW) IN THE ACCELERATOR CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE RULES.

NO PURCHASE OR PAYMENT IS NECESSARY TO APPLY OR BE ACCEPTED.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. THE ACCELERATOR IS VOID WHERE OTHERWISE PROHIBITED BY LAW.

1. **ADMINISTRATOR:** The administrator of the Accelerator is GuideWell Innovation, LLC located at 6555 Sanger Road, Orlando, FL 32827 (the “Administrator”).

2. **ELIGIBILITY:** The Accelerator is open only to (a) business and nonprofit entities formed and maintaining a principal place of business in the United States or (b) teams of business, nonprofit entities and individuals who are (i) citizens or permanent residents of the United States and (ii) of the legal age of majority, at the time of entry, to form valid contracts in their respective jurisdiction of legal residence (each individual, each team, each individual member of a team, and each entity is referred to as an “Entrant” in these Rules)]. Affiliated Persons (as defined below) are ineligible to participate in the Accelerator.

Special note to Entrants who are entering as part of a team: If an Entrant enters as part of a team, the Entrant understands and agrees that submission of an Entry constitutes a representation and warranty by Entrant that all of the members of the team have read and accepted the Rules. In addition, once a team has registered, the team may not add, remove, or substitute members or otherwise change the composition of the team for the duration of the Accelerator. Finally, the eligibility of the Entrant is tied to the team's eligibility; if one member of the team does not comply with these Rules or is disqualified, the team as a whole will be disqualified.

Special note to Entrants who are entering as an entity: If an Entrant is entering as part of an entity, the Entrant warrants that the appropriate officers, executives, managers, or other persons who have the authority to approve Entrant’s Entry into this Accelerator have approved the Entrant’s Entry and the Entrant understands that these terms will be binding on both the Entrant and his/her entity. Furthermore, the Entrant understands that if the Entrant enters without obtaining the appropriate approval, the Sponsor may, in its sole discretion, disqualify the Entrant’s Entry.

Entrants who are determined at any time to have violated the eligibility criteria will be disqualified from the Accelerator.

As used herein, the term “**Affiliated Persons**” means (a) the trustees, directors, officers, shareholders, members, employees, clients (with respect to the Administrator only), contractors, agents, representatives and affiliates of the Sponsor, the Administrator and any entity associated with the funding, administration, or processing of the Accelerator and (b) the members of the Immediate Family (as defined below) of any of the persons identified in the foregoing clause (a). The term “Immediate Family” includes a person’s spouse/domestic partner and the parents, siblings, children and grandchildren of the person and his or her spouse/domestic partner.

3. ACCELERATOR DESCRIPTION: The Accelerator seeks to develop applications (in accordance with the technical specifications posted on the Accelerator Website (as defined below) that motivates the development of novel, comprehensive approaches that enable members of the growing aging population in the United States to live longer, healthier lives at home in a manner that: (1) increase the affordability and accessibility of health care for seniors that are economically challenged, or that are cared for by a working family member; (2) enable seniors to access easy-to-use solutions that improve overall physical and emotional wellness; (3) connect seniors into their communities; or (4) empower seniors to easily conduct lifestyle tasks in a manner that eases the burden on family members caring for them.

Entry into the Accelerator does not constitute entry into any other programs that may be offered by the Sponsor or the Administrator.

Selected Entrants may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (collectively, the “**Claim Documents**”). If a selected Entrant fails or refuses to sign and return all Claim Documents within five days of the Sponsor’s request (or a shorter time as exigencies may require), the Entrant may be disqualified, and an alternate Entrant may be selected. **SELECTED APPLICANTS ARE RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY; THE SPONSOR AND THE ADMINISTRATOR ARE NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.**

5. HOW TO ENTER: The application period for the Accelerator will begin at 08:00 a.m. Eastern Standard Time on November 4, 2019 and ends at 11:59 p.m. Eastern Standard Time on December 9, 2019 (the “**Entry Period**”).

Eligible individuals and entities interested in entering the Accelerator may submit an Entry during the Entry Period through the Accelerator website located at <https://guidewellinnovation.com/> (the “**Accelerator Website**”). The Sponsor reserves the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Rules or otherwise governing the Accelerator.

Entries must be received during the Entry Period. The Sponsor is not responsible for entries that are late, lost, stolen, misdirected or non-deliverable due to any reason whatsoever, including, and without limitation, online communication malfunction or failure, computer or computer program malfunction or failure or human error that may occur in the processing of entries to this

Accelerator. In the event of a dispute about the identity of any Entrant, an online registration will be declared as if made by the authorized account holder of the e-mail address submitted at time of entry.

Unlawful, plagiarized, third-party intellectual property infringing, unintelligible, illegible, obscene, indecent or incomplete entries will be disqualified in the Sponsor's sole discretion. The Sponsor reserves the right to scrutinize all new Entries for these requirements at any time during or after the Accelerator.

The Sponsor reserves the right in their sole discretion to disqualify any Entrant who is found to be tampering with the entry process or the operation of the Accelerator or the Accelerator Website or other Accelerator-related websites, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Accelerator, or to annoy, abuse, threaten, or harass any other person.

Except as otherwise stated in these Rules, personal information collected in connection with the Accelerator will be used by Sponsor in accordance with Sponsor's privacy policy, located at <http://www.guidewell.com/privacy-policy>, and with any additional consent given by an entrant at the time of entry. Subject to Section 8 below, all Entries become the property of Sponsor and will not be acknowledged or returned.

6. REPRESENTATIONS AND WARRANTIES: By participating in the Accelerator, each Entrant represents, warrants, and agrees that: (a) Entrant is the sole author, creator, and owner of the Entry; (b) the Entry is not the subject of any actual or threatened litigation or claim; (c) the Entry does not and will not violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; (d) the Entry does not and will not contain any harmful computer code (sometimes referred to as "malware," "viruses" or "worms"); and (e) the Entry, and Entrant's use of the Entry, does not and will not violate any applicable laws or regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions. If the Entry includes any third-party works (such as third-party content or open source code), the Entrant must provide the Sponsor with all appropriate licenses and releases for such third-party works. In the event the Entrant cannot provide all such required licenses and releases, the Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Entry, or seek to secure the licenses and releases for the Sponsor's benefit and allow the applicable Entry to remain in the Accelerator.

7. INDEMNIFICATION: Each Entrant, by submitting an Entry, agrees to indemnify, defend, and hold harmless the Sponsor, and each of their respective directors, trustees, officers, employees, agents, consultants, and successors and assigns, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Entrant's Entry or any breach or alleged breach of any of the representations, warranties, and covenants of Entrant hereunder.

8. LICENSE: EACH ENTRANT RETAINS FULL TITLE AND OWNERSHIP IN AND TO THEIR ENTRY. By participating in the Accelerator, each Entrant hereby irrevocably grants to the Sponsor a non-exclusive, royalty free, sub-licensable, worldwide, license and right to use the Entry to the extent necessary to administer the Accelerator, and to publicly perform and publicly display the Entry, including, without limitation, for advertising and promotional purposes relating to the Accelerator. The Entrants selected to participate in the Accelerator, as a condition to accepting their slot in the Accelerator program, hereby grant the Sponsor a non-exclusive, perpetual, royalty free, sub-licensable, worldwide, license and right to post on the Sponsor's website (a) such Entrants' Entries and/or any related supplemental entry materials (via web link, iframe, or other presentation modality) and/or (b) a web link to a third party website or app store at which the Entrant's application can be downloaded. Each such Entrant also agrees that it will execute all such documents and take all such actions necessary to complete or evidence these license rights.

9. PUBLICITY RELEASE: By participating in the Accelerator, in addition to any other rights granted herein or which may be granted in any other agreement entered into between the Sponsor and/or the Administrator, on the one hand, and any Entrant, on the other hand, each Entrant, to the extent allowed by applicable law, hereby irrevocably (a) grants to the Sponsor the right to use such Entrant's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to the Accelerator and (b) releases Sponsor from any liability with respect thereto.

10. COHORT SELECTION/JUDGING CRITERIA: A panel of judges chosen by the Sponsor (collectively, the "Judges") will select winning Entries from all eligible entries based on the following judging criteria:

Entries will be judged using a combined quantitative/qualitative method. Quantitatively, each applicant will be scored on the criteria below, with each criteria receiving a score from 1 to 5 (1 being the lowest, 5 the highest). The entries will be ranked by the total scores received. In the event of a tie, all tied applications will be moved forward into the qualitative round of judging. The top 10 percent of applicants from the quantitative scoring round will be qualitatively reviewed by a judging committee, which will consist of a panel of experts and senior leaders from GuideWell.

The judging committee will select up to ten finalists to participate in the Accelerator. All decisions by the judging committee are final and binding on all entries.

The judging criteria for the Accelerator will be as follows:

- **MARKET SCALABILITY:** Potential to have deep impact across diverse communities and senior populations
- **FEASIBILITY OF THE APPROACH:** can the proposed approach be developed in a timely, cost-effective manner

- **APPLICABILITY:** Does the approach directly address key challenges faced by seniors seeking to age-in-place in an affordable, accessible manner
- **TEAM QUALIFICATIONS:** is the leadership of the team qualified to deploy the approach at scale

The judging criteria are to be applied in the sole discretion of the Judges. By participating in the Accelerator, each Entrant acknowledges and agrees to: (a) demonstrate the functionality of its application in a live format and/or allow the Judges or Sponsor to physically test the functionality of the application, in each instance if requested by the Judges or Sponsor, and (b) be bound by and not challenge the final decision of the Judges.

11. NOTICE TO APPLICANTS: Attempts to notify Entrants of the Judges' decisions will be made using the contact information provided on the winner's Official Entry Form. The Sponsor and the Administrator are not responsible for e-mail or other communication problems of any kind. If, despite reasonable efforts, an Entrant does not respond within five days of the first notification attempt (or a shorter time as exigencies may require), such Entrant will forfeit the opportunity to participate in the Accelerator and an alternate Entrant may be selected. If any Entrant is found to be ineligible, or the Entrant in question has not complied with these Rules or declines the invitation to participate in the Accelerator for any reason, such Entrant will be disqualified, and an alternate Entrant may be selected.

12. GENERAL LIABILITY RELEASE: Each Entrant agrees that the Sponsor (a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Accelerator or any Accelerator-related activity, or from Entrants' acceptance, receipt, possession, use, or misuse of any material benefits of the Accelerator, and (b) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any aspect of the Accelerator program, including, without limitation, regarding Accelerator's merchantability, access to capital resources or fitness for a particular purpose. The Sponsor assumes no responsibility for any damage to an Entrant's computer system which is occasioned by accessing the Accelerator Website or other Accelerator-related websites or participating in the Accelerator, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

13. FORCE MAJEURE: In the event an insufficient number of eligible entries is received or the Sponsor is prevented from continuing with the Accelerator as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control ("**Force Majeure**"), the Sponsor shall have the right to modify, suspend, or terminate the Accelerator.

14. **MODIFICATION OF THE RULES:** These Rules cannot be modified or amended in any way except in writing by Sponsor. The invalidity or unenforceability of any provision of these 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 Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. **GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, SPONSOR AND/OR ADMINISTRATOR IN CONNECTION WITH THE ACCELERATOR SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS RULES OR PROVISIONS. ANY LEGAL CLAIMS ARISING FROM OR RELATING TO THE ACCELERATOR OR THESE OFFICIAL RULES MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN DUVAL COUNTY, FLORIDA AND EACH ENTRANT HEREBY CONSENTS AND WAIVES ANY OBJECTION TO THE JURISDICTION OF SUCH COURTS FOR SUCH DISPUTES.

16. **SELECTED ENTRANT LIST:** The names of the Entrants selected to participate in the Accelerator will be posted at www.GuideWellInnovation.com for such period of time as the Sponsor deems reasonable.