

## **2019 SAP INDUSTRY INNOVATION AWARDS OFFICIAL RULES**

### **NO PURCHASE NECESSARY TO ENTER.**

**ELIGIBILITY:** The “2019 SAP Industry Innovation Awards” (“Contest”) is open to companies located in the 50 United States and the District of Columbia (each a “Company”). The individual who completes and submits the Entry on behalf of the company (“Company Representative”) must be: i) 21 years of age or older at time of entry; ii) employed by the Company; and iii) have the full power and proper authority to submit an entry on behalf of the Company at the time of entry and prize award. If the authorized individual at the time of entry is no longer an authorized employee at the time of prize award, the potential winning Company must provide another employee who will assume the power and authority to accept the prize if the submission is declared the winning entry. All references to Company shall include Company Representative and any other individuals participating on behalf of Company.

Employees of SAP Global Marketing (the “Sponsor”), and its affiliates, subsidiaries, parent corporation, distributors, advertising and promotional agencies, and all of their officers, directors, shareholders, employees, representatives, agents and persons with whom they are domiciled, or any person in any way affiliated with or related to government entities, government officials or any other person or entity in the public sector (collectively, “Releasees”) are not eligible to enter. Void where prohibited by law.

**PROMOTION PERIOD:** Contest begins at 12:00:01 a.m. Eastern Daylight Time (“EDT”) on February 1, 2019 and ends at 11:59:59 p.m. EDT on December 15, 2019 (the “Promotion Period”). There will be five (5) separate Contests, corresponding to the events and dates below. Entry Submissions for any given industry event must be submitted and received no later than fourteen (14) days prior to the event in question.

Industry	Event	Date	Website
Chemicals	Best Practices for Chemicals	March 4-6	<a href="https://chemicals.bestpracticeconferences.com">https://chemicals.bestpracticeconferences.com</a>
Oil and Gas	Best Practices for Oil & Gas	Sept. 16-18	<a href="https://oilgas.bestpracticeconferences.com">https://oilgas.bestpracticeconferences.com</a>
Retail, CP, Wholesale Dist.	Best Practices for Retail & Consumer Products	Oct. 2-3	<a href="https://sapcxforum.com/">https://sapcxforum.com/</a>
Automotive	Best Practices for Automotive	Oct. 7-8	<a href="http://bestpracticeconferences.com/auto/">http://bestpracticeconferences.com/auto/</a>
Utilities	SAP for Utilities	Oct. 21-23	<a href="http://sapforutilitiesconf.com/">http://sapforutilitiesconf.com/</a>

**ENTRY:** To enter, visit the dedicated conference website using the links above during the Promotion Period and follow the on-screen instructions to register, complete the entry form in its entirety and submit your entry form (“Entry Submission” or “Entry”). Company Representative must complete the contact information and all three parts of the entry form for your entry to be eligible. After you have successfully completed the above steps, Company will be automatically entered into the Contest. In addition, relevant industry entries from the SAP Innovation Awards will be automatically entered into the relevant industry event Contest.

Limitation to Entry: There is a limit of one (1) Entry Submission per Company per industry and per industry event. More than one (1) Entry Submission per Company will result in disqualification of all Entry Submissions received from that Company. Materials submitted will not be returned or acknowledged. No responsibility is assumed by Sponsor for Entry Submissions that are illegible, incomplete, lost, stolen, late, misdirected, damaged, or garbled. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor or its designated agent.

**CONDITIONS OF ENTRY:** There is no cost or fee to enter. NO PURCHASE NECESSARY. This Contest is entirely voluntary. By making a submission, Company hereby grants the Sponsor and its agents, perpetually and irrevocably, the unconditional and exclusive right to record, copy, publish, use, edit, exhibit, distribute, adapt, and publicly perform and/or create derivative works of the Entry Submission in any way, in any and all media, including the publishing of the Entry Submission, without limitation and without any compensation to the Company or Company Representative. By entering the Contest, Company represents that it has all necessary rights and/or permissions to enter the Entry Submissions, and hereby grants the Sponsor, and its affiliated companies and divisions, publication and use rights as described herein. Entry Submissions that contain inappropriate content, including but not limited to vulgarity, obscenity, lewd, pornographic or violent material, or materials which promote violence or which disparage Sponsor or any other person or entity, contain trademarked or copyrighted material will be disqualified at Sponsor’s sole discretion. In addition, if declared a winning Entry Submission (“Prize Winner”), the Prize Winner must certify that the winning Entry Submission was original, and no other person or entity holds any rights to the Entry Submission (or in the case of a submission that is owned by a third party, that the submitting party has been granted permission by the owner to enter the Entry Submission in the Contest) and that to the best of the Prize Winner’s knowledge and belief the Entry Submission is factually accurate. **Each Prize Winner and Company further agrees that entry constitutes permission to use the Company Representative’s name, Company’s name and logo, and statements or excerpts from interviews conducted with each Prize Winner, for advertising and promotional purposes without further compensation, unless prohibited by law.** As used in these rules, the term “Winner” refers to the Company and not the Company Representative.

**INDEMNIFICATION:** The Prize Winner agrees to indemnify and hold the Sponsor harmless from any third party claims of infringement related to Sponsor’s use, in any manner, of the Entry Submission, including but not limited to Sponsor’s recording, copying, publishing, using, editing, exhibiting, distributing, adapting, publicly performing and/or creating derivative works of the Entry Submission.

**PRIZE: One Prize will be awarded:** One (1) winner per industry category will receive a trophy; SAP and the winning Company in each industry category will issue a mutually agreed press release about the Contest and the innovation described in the Entry Submission; and the winning Entry Submission and innovation in each industry category will be featured in an SAP blog and other social media promotions. Prize is non-transferable, non-returnable and not redeemable for cash. No prize substitutions are permitted. Sponsor reserves the right to substitute prize with another of equal or greater value, in Sponsor's sole discretion. Prize Winner is responsible for all taxes (if any).

**JUDGING:** There is one round of judging in this Contest that will take place approximately 6 days prior to the relevant industry event. Judging will begin on or about 2/22/2019 and end on or about 3/1/2019. All Entry Submissions will be judged by 1 SAP representative; 2 Industry Analyst, according to the Entry Submission in each industry category that best represents the description of the relevant industry category in the entry form. The Entry Submission in each industry category with the highest score will be declared the Prize Winner.

**WINNER NOTIFICATION:** Potential prize winner will be notified by Sponsor during the keynote at the event, or as otherwise determined by SAP, and there must be a representative for the potential prize winner present at the keynote.

**PRIVACY:** Company and its Company Representative agree that personal data entered during the registration may be processed, stored, and otherwise used for the purposes and within the context of the Contest and as permitted by and in accordance with the Sponsor's Privacy Policy found at <http://global.sap.com/corporate-en/legal/privacy.epx>. This data may be collected and maintained within the United States. By entering, Company and Company Representative expressly agree to the transmission, processing, and storage of this personal data in the United States.

**ADDITIONAL TERMS AND CONDITIONS:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor and its respective affiliates, parent, subsidiaries or agents are not responsible for: (i) late, lost, incomplete, mechanically reproduced, stolen, misdirected, or damaged entries or any other error whether human, mechanical or electronic; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment or carrier/network, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the telephone carrier's system, Internet or at any Web site or any combination thereof.

By participating and redeeming prize (if applicable), entrants release the Releasees from any and all loss, liability or damage resulting from or arising out of participation in the Contest and/or using prize. Company agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or the determination of winners shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New York City or the appropriate New York State Court; (2) any and all claims, judgments and awards shall be limited to the actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (3) under no circumstances will a

Company be permitted to obtain awards for, and Company hereby waives all rights of claim to, punitive, incidental and consequential damages and all other damages, other than for the actual out-of pocket expenses and any all rights to have damages multiplied or otherwise increase.

By participating in the Contest, Company, including the Company Representative (i) agrees to be bound by these Official Rules, including all eligibility requirements; and (ii) agrees to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these Official Rules; and/or (ii) cancel the Contest if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select the winner from among all eligible entries received prior to withdrawal or cancelation.

**WINNER LISTING:** Winner's name will be posted on the event website at the conclusion of the event.