

Official Rules

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These are the Official Rules of the 2023 UBS Female Founder Award (the "Award").

By participating in the competition for the Award, applicants accept and agree to abide by these Official Rules and represent and warrant that they meet all eligibility requirements. Additionally, applicants agree to accept the selection decisions of UBS as appropriate, final, and legally binding.

1. What is the role of UBS in the Award?

1.1 The Award is sponsored and administered by UBS Switzerland AG, Postfach, CH-8081 Zurich, Switzerland ("UBS").

1.2 The Award will be set, moderated, administered and managed by UBS.

1.3 In order to administer the Award, UBS uses the services of third parties (collectively, the "Third-Party Collaborators"), who participate in a variety of ways. UBS has entered into agreements with each of the Third-Party Collaborators which clearly set forth each of their duties and obligations with respect to the Award.

2. How will the Award process and selection be conducted?

The Award will be conducted virtually and only online.

3. Who is eligible to apply for the Award? (Restrictions apply)

3.1 To be eligible, applicants must:

(a)(i) be at least 21 years old

(ii) be a female start-up founder or co-founder or a female C-Level Executive;

(iii) not have filed for bankruptcy in the past or be engaged in insolvency proceedings at the time she applies for the Award.

(b)(i) leading a start-up or small & medium-sized enterprise (SMEs) in the fintech industry, computer programs and other technology used to support or enable banking and financial services;

(ii) the start-up or SME have already raised a minimum of USD 50k and

(iii) the start-up or SME has annual revenues of less than USD 150 million; and

(iv) the start-up or SME was founded not before the year 2015.

Hereinafter, all persons or entities (including the representatives of each entity) who are eligible to be selected for the Award shall collectively be referred to as "Applicants."

3.2 Neither officers, directors, employees, partners, managers, members, trustees, employees, contractors, agents, or suppliers (collectively, the “Associated Parties”) of UBS or the Third-Party Collaborators, or their respective parent companies, subsidiaries and affiliated companies, nor their immediate family members or those living in the same household of each (collectively, the “Excluded Parties”), shall be eligible to apply for the Award. An "Immediate Family Member" is defined as a husband, wife, civil partner, child, mother, father, sister, sister-in-law, brother, or brother-in-law.

3.3 Applicants who are affiliated with any Excluded Parties, or who otherwise have a relationship, association, connection or involvement with any Excluded Parties who are involved in administering or managing the Award (especially in the evaluation or judging of Applicants, entries or submissions), are also not eligible to apply. An affiliation is deemed to arise if an employee of UBS or any of the Third-Party Collaborators, or their respective parent company, subsidiary or affiliated companies is a shareholder, officer, director, partner, manager, member, trustee, employee or agent of an Applicant.

3.4 Applications received from citizens or residents of countries that are subject to economic sanctions imposed by the United Nations, European Union, Switzerland, the United States or any applicable jurisdiction, as well as those from citizens or residents of Crimea, Donetsk, Luhansk, Zaporizhzhia, and the Kherson regions of Ukraine, Cuba, Iran, North Korea or Syria, Russia will be considered ineligible.

4. What do I need to do to apply for the Award?

4.1 To apply for the Award, Applicants must do the following:

(a) Complete all required fields in the submission form found on the Award website and submit the application. Once a completed application form has been submitted, it becomes a formal submission (an “Application”), and no more changes can be made to it. The only way to change an application after it has been submitted would be to withdraw it and submit a new application altogether.

4.2 To withdraw a submitted application for the Award, Applicants should send an email to SH-UBSIInnovation@ubs.com with “Withdraw Application” written in the subject line.

4.3 Each Applicant may only submit one application.

4.4 All applications must be submitted via the link specified on the Award website. Applications submitted via other means (e.g., post, email or through another UBS website, post) will not be considered.

5. What are the Application deadlines?

5.1 The window to apply for the Award opens at 00:00:01 Central European Time (CET) on September 14, 2023 (the “Start Date”) and closes at 23:59:59 CET on October 14, 2023 (the “Closing Date”). Any applications submitted after the Closing Date will not be considered.

5.2 Applications will be reviewed between October 16, 2023 and December 8, 2023. During that time, representatives of UBS may contact applicants via email to discuss their applications and to obtain further clarification or additional information, if necessary. Shortlisted applicants will be invited to introduce themselves and their company to the Award jury in an online meeting.

6. What is the Female Founder Award?

6.1 The Female Founder Award is a prize given in recognition of one (1) individual who is a fintech or enterprise tech female start-up founder or co-founder or C-level executive.

6.2 A special designation of “Rising Star” will be given to the best judged application of one (1) amongst founder or co-founder or C-level executives of start-ups founded in years 2022 to 2023.

7. What is the judging criteria?

Each Applicant will be judged against the following criteria:

Diversity: What percentage of your company board members are female? What percentage of your company’s employees are female?

Financial Record: How much capital has the female founder raised? What challenges did the Applicant overcome on the fundraising journey?

Potential: What client need is your company solving, and how? How did you get a competitive edge to stand out in the market? What is the investment strategy for maximizing growth potential for your company?

Leadership: How is the Applicant influencing or supporting other female entrepreneurs or Executives? How do they define themselves as a leader? What advice do they give to other female entrepreneurs or executives?

8. What are the prizes?

8.1 The winner of the Female Founder Award will receive a cash prize of USD 10,000. The “Rising Star” designate will receive recognition and additional publicity opportunities via special mention in the award ceremony.

8.2 In order to claim a cash prize, the recipient must have a valid bank account that:

- (a) is held in her name – joint accounts are not permitted;
- (b) has been active for at least six (6) months prior to the Start Date for Application submissions;
- (c) can receive funds in US Dollars; and
- (d) is held at a bank operating legally within the winner’s home location.

8.3 All shortlisted Applicants will be offered mentoring, coaching and publicity in connection with the Award as determined by UBS, in its sole discretion. Non-cash benefits (if any) may be provided by UBS, at its sole discretion.

8.4 Prizes and benefits are not negotiable, exchangeable or transferable. Cash prizes will be deposited directly into the winner's bank account.

8.5 Prizes and benefits may not be used to fund or support any illegal enterprise or activity.

8.6 UBS is not obligated to offer replacement prizes or benefits, or to entertain any requests for substitutions if a winner is unable to or does not wish to accept or receive a prize or benefit "as-is".

8.7 If a winner is unable to claim a prize or benefit for any reason, including if she declines one, UBS will not be obliged to name another winner or to offer an alternative prize or benefit.

8.8 Prizes and benefits are awarded at the discretion of UBS and no prize or benefit will be awarded (or may be withdrawn) because of improper actions by or on behalf of any Applicant.

9. Will UBS pay my expenses?

All Applicants are responsible for paying their own costs and expenses arising from preparing or submitting their application(s) and for participating in the Award. Each Applicant is solely responsible for ensuring that it has all necessary and appropriate equipment (including, but not limited to, a computer or other device, Wi-Fi access and speed and video-conferencing capabilities) to assure high-quality and uninterrupted communication with members of the Award Selection Committee.

10. Who is responsible for paying taxes?

10.1 The winner of any prize or award must declare such prize or award and will be solely responsible for paying all taxes, duties or other charges (such as income or profits tax) arising from their receipt of that prize or award.

10.2 All Applicants and the winner understand and accept that UBS may be required to report and withhold taxes from prizes or other benefits, according to applicable laws and regulations, regardless of the Applicant's or winner's place of residence or home location.

11. How and when will the Female Founder Award finalists and prize winner be notified?

11.1. Female Founder Award shortlisted Applicants will be notified by email or telephone no later than October 30, 2023. The names of Applicants who have been shortlisted will be published on the Award website shortly thereafter.

11.2 The Female Founder Award recipient and "Rising Star" designate will be chosen and announced at the Award ceremony on December 14, 2023. The name of the recipient of the 2023 Female Founder Award will be published on the Award website shortly after being announced.

12. What are all Applicants required to do?

12.1 All Applicants must complete and return to UBS an Affidavit of Eligibility, Release of Liability and Publicity Release, if and as required, and any other legal or administrative documentation as UBS may require.

12.2 By applying for the Award, each Applicant:

- (a) grants her permission (except where prohibited by law) to the use of her name, likeness, biographical or corporate information, country of residence or incorporation, trademarks and logos, Submission, opinions, remarks, actions, recollections and prize won for future advertising, marketing and publicity in any and all media now existing or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission; and
- (b) agrees to release, discharge and hold harmless UBS, the Third-Party Collaborators and the Associated Parties from any and all claims, losses, liabilities, damages, demands or causes of action arising out of such use of the Applicant's, and/or for the acceptance or use, misuse or acceptance of a prize or benefit (as the case may be).

13. How will UBS use my application?

13.1 By applying for the Award, each Applicant grants UBS and the Third-Party Collaborators a non-exclusive, worldwide, irrevocable, perpetual, royalty-free right and license to:

- (a) process and evaluate their application and to use the contents therein for the purposes of evaluating their suitability and eligibility for receipt of the Award, including, without limitation, for determining an Applicant's eligibility to be shortlisted for any prizes or benefits offered by UBS in conjunction with, the Award, or to be invited to participate in any "Proof-of-Concept" exercises or networking opportunities resulting from or ancillary to the Award;
- (b) use, display, publish, transmit, edit, store, re-format, reproduce and distribute the application's content on the Award website, and or any other media now known or invented in the future, to publicize and market the Award; and
- (c) share, reproduce, distribute or otherwise provide access to their application and the contents therein with the Third-Party Collaborators for the purpose of evaluating an applicant for the Award.

13.2 Each Applicant acknowledges and accepts that:

- (a) UBS and or any of the Third-Party Collaborators may have been and/or may already be developing or licensing (whether independently or with third parties) products and/or services with functionalities that may be the same or similar to those pursued by the business activity related to in an application;
- (b) nothing regarding the Award will restrict UBS's and/or any of the Third-Party Collaborator's independent development or purchase of competing products and/or services or give an Applicant any rights with respect to such products and/or services; and

(c) UBS and/or any of the Third-Party Collaborators is not obliged or required to disclose any information about any of the abovementioned products and/or services to any Applicant, and Applicants shall not have the right to demand or request of UBS and/or any of the Third-Party Collaborators to make any such disclosures.

13.3 Each Applicant understands that UBS has no obligation, either express or implied, to develop an application unless otherwise agreed to in a formal written agreement between UBS and an Applicant, after the Award ceremony.

14. Will my application be kept confidential?

14.1 UBS is under no obligation or requirement to keep any application or its contents confidential, and no confidential or fiduciary or other legal relationship is created (or intended to be created) between an Applicant and UBS and/or any of the Third-Party Collaborators by submitting an application. Applicants are advised to not submit any information that must be kept strictly confidential.

14.2 By submitting an application, each Applicant represents and warrants to UBS that:

(a) the application and its contents are not confidential and no confidential or fiduciary or other legal relationship is created (or intended to be created) with UBS and/or any of the Third-Party Collaborators; and

(b) the Applicant is free to submit the application and to disclose and provide the application (including all contents therein), and by doing so, no prior obligation of confidentiality is or has been breached and no proprietary, intellectual property, privacy or contractual rights of any third party is or has been infringed.

14.3 Each Applicant understands and agrees that any information which UBS and/or any of the Third-Party Collaborators provides relating to their any of their respective organization and or operations is confidential and must not be used, disclosed or shared with any person or third party, except solely for the purpose of evaluating applicants for the Award, unless otherwise expressly permitted in writing by UBS and/or the relevant Third Party Collaborator.

15. Who owns the intellectual property rights to my application?

15.1 Unless agreed to in writing with an Applicant, UBS does not claim any rights of ownership to any information, processes, plans, schematics or other content submitted as part of an application. Applicants retain ownership to their respective applications (including the contents therein), and by submitting an application, each Applicant represents and warrants to UBS that the Applicant is the owner of all the content and information within its application, and is authorized to submit the application to UBS and to grant the rights, licenses and releases set out in these Official Rules.

16. For what purposes will my personal information be used?

16.1 Applicants will be asked to provide their personal information and data (such as name, email, telephone number) so that UBS can administer the Award and or for security clearances, or other administrative and or logistical purposes. As Applicants progress through the Award's selection process, an Applicant's name and other information provided by Applicant to UBS may also be publicized and published.

16.2 Applicants agree that any personal data submitted as part of, or during the course of the Award selection process, may be disclosed to, shared with and processed by UBS and UBS's affiliate companies or UBS's third-party agents, contractors, business partners or service providers, as well as the Third-Party Collaborators (who may be located inside or outside of an Applicant's country of residence), in accordance with applicable data protection laws. UBS will not otherwise disclose such personal data to other third parties without an Applicant's consent, unless UBS is required or requested to do so pursuant to any law, regulation or regulatory order.

16.3 UBS will not sell or mine any personal data collected or received in the course of selection process for the Award.

16.4 Unless otherwise agreed to by an Applicant, personal information obtained in the course of the selection process for the Award will be destroyed within a reasonable time after the winner of the Award has been selected and an Applicant's data will not be used for any other purpose than for selecting winner of the Award and or a "Rising Star" designate.

16.5 Except as expressly provided in these Official Rules, UBS's use of each Applicant's personal information shall be in accordance with the Privacy Statement, published at <https://www.ubs.com/global/en/legal/privacy.html>.

UBS takes each Applicant's privacy very seriously. For general information about how UBS uses and discloses personal data, how long we retain it, how we keep it secure and your data protection rights, please see the Privacy Statement. Kindly also refer to the Privacy Notice for your country of residence (found under Additional Legal Information), for specific information and disclosures related to data protection relevant to your country.

17. Under what circumstances can I be disqualified?

17.1 Any Applicant that UBS believes does not, or is unable to, comply with and meet these Official Rules, will be disqualified. Additionally, Applicants who knowingly provide false information, act in a harassing or unsportsmanlike manner with respect to UBS or any other Applicant, or who tamper with the operation of the Award selection process, will be disqualified.

17.2 Further, any attempt by an Applicant to deliberately damage the Award website or undermine the legitimate operations of the Award selection process will not only be cause for disqualification, but may also be considered a violation of local criminal and civil laws. Should such an attempt be made, UBS reserves the right to seek damages from any such Applicant to the fullest extent permitted by law.

18. What is the extent of UBS's liability (Release and Limits on Liability)?

18.1 UBS is not responsible for any issues which may make a potential applicant ineligible, including, but not limited to:

technical malfunctions of electronic equipment, computer online systems, servers, or providers; or

computer hardware or software failures; or

phone lines, traffic or congestion on the Internet or any website; or

for any other technical problems including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected Submission Forms and/or Applications or communications.

Applicants are solely responsible for (a) acquiring and maintaining such electronic devices and equipment that can handle and will allow them to access and use the Award website and to participate in the Award; and (b) for taking adequate and appropriate data security measures in accordance with good industry practices to protect themselves, their equipment, devices and information against fraud or cyber-attacks on a continuous basis (e.g. by installing recommended security patches, and up-to-date anti-virus programs and firewalls).

18.2 UBS is also not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to an application submitted for consideration for the Award, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Award, or arising from natural disasters, war, fire, flood, earthquake, explosion, acts of terrorism, epidemics or pandemics or civil commotion, power outages or a network or systems failure, sabotage, computer virus, hacking or other unauthorized access or systems breach, strikes or lockouts or labor disputes or other events that prevent the Award from functioning as intended.

18.3 UBS reserves the right to modify, suspend or terminate the Award in the event the Award website becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the election of a winner of the Award in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Award selection process.

18.4 By applying for the Award, each Applicant hereby irrevocably releases and forever discharges UBS, the Third-Party Collaborators and the Associated Parties from any and all actions, causes of actions, claims, damages, losses, liabilities and demands of any nature whatsoever that the Applicant now has or hereafter may have against UBS, the Third-Party Collaborators and the Associated Parties, with respect to an application and its content, or howsoever arising from or relating to the Applicant's application for the Award.

18.5 To the maximum extent permitted by applicable law, UBS, the Third-Party Collaborators and the Associated Parties exclude all liability and responsibility for any amount or kind of loss or damage that may result to an Applicant or a third party (including, without limitation, any direct, indirect, punitive or consequential loss or damage or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption and whether in tort (including, without limitation, negligence, contract or otherwise) in connection with an application for the Award and/or use of the Award website.

19. What is the Governing Law and Jurisdiction associated with the Award?

19.1 This Award, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an Applicant, shall be governed by and construed exclusively in accordance with the substantive laws of Switzerland.

19.2 Each Applicant agrees that any action, whether at law or in equity, arising out of or relating to the Award, or the award of a prize, shall be filed exclusively in the Commercial Court of the Canton of Zurich.

19.3 By applying for the Award, all Applicants waive any claims that may arise under the laws of countries, territories, or jurisdictions other than Switzerland. Those who choose to apply for the Award from locations outside of Switzerland do so on their own initiative and are responsible for compliance with local laws, to the extent local laws are applicable.

19.4 If any provision of these Official Rules is held to be invalid by a court of law or similar body, such provision shall be deemed to be severed from these Official Rules and its invalidity shall not affect the enforceability of any other provisions of the Official Rules not held to be invalid.