

BUILD BETTER INNOVATION CHALLENGE OFFICIAL RULES

1. SPONSOR

These Official Rules (“Rules”) govern the operation of the Build Better Innovation Challenge (“Challenge”). Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052, USA, is the Challenge sponsor (“Sponsor”). Elemental Excelerator, Inc. dba Elemental Impact, Capterra and Bouygues are a Challenge parties (“Challenge Parties”).

2. DEFINITIONS

In these Rules, "Microsoft", "we", "our", and "us" refer to Sponsor and “you” and "yourself" refers to a Challenge participant, or the parent/legal guardian of any Challenge entrant who has not reached the age of majority to contractually obligate themselves in their legal place of residence. By entering you (your parent/legal guardian if you are not the age of majority in your legal place of residence) agree to be bound by these Rules.

3. ENTRY PERIOD

The submission period for this challenge starts at 12:00 a.m. Pacific Time (PET) on September 11, 2024, and ends at 8:59 p.m. PT on October 16, 2024 (“Entry Period”).

4. ELIGIBILITY

This is a trade Challenge open only to authorized representatives of a company registered in their jurisdiction or residence consisting of at least two (2) employees currently developing innovative materials solutions in the concrete, steel, aluminum, and copper space who are 18 years of age or at least the age of majority in their jurisdiction of residence, whichever is older. If you are 18 years of age or older but have not reached the age of majority in your legal place of residence, then you must have consent of a parent/legal guardian.

Employees and directors of Microsoft Corporation, Elemental Excelerator, Inc. dba Elemental Impact, Capterra, or Bouygues and its subsidiaries, affiliates, advertising agencies, and Challenge Parties are not eligible, nor are persons involved in the execution or administration of this promotion, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household). Void in Cuba, Iran, North Korea, Sudan, Syria, Region of Crimea, Russia, and where prohibited.

If you are participating in your capacity as an employee, it is your sole responsibility to comply with your employer’s gift policies. Microsoft will not be party to any disputes or actions related to this matter. Microsoft is committed to complying with government gift and ethics rules and therefore **government and public sector employees are not eligible** to enter.

5. HOW TO ENTER

To participate in the Challenge, go to <https://elementalimpact.com/build-better-innovation-challenge/> (the “Website”) and follow the instructions to complete the online application with the information requested (each, an “Application”).

Applications should be new ideas related to innovative solutions for low-carbon building materials, such as low-carbon concrete, steel, aluminum, copper, or bio-based structural materials. All application questions must be addressed for your entry to be complete.

The entry limit is one per person overall.

Any attempt by you to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations, logins, or any other methods will void your entries and you may be disqualified. Use of any automated system to participate is prohibited.

We are not responsible for excess, lost, late, or incomplete entries. If disputed, entries will be deemed submitted by the “authorized account holder” of the email address, social media account, or other method used to enter. The “authorized account holder” is the natural person assigned to an email address by an internet or online service provider, or other organization responsible for assigning email addresses.

6. ELIGIBLE ENTRY

To be eligible, an entry must meet the following content/technical requirements:

- Your entry must be your own original work; **and**
- Your solution must have a technology with a minimum TRL 4, critical function or proof of concept; multiple operating types preferred.
- Your entry must be in English; **and**
- Your entry cannot have been selected as a winner in any other Challenge; **and**
- You must have obtained all consents, approvals, or licenses required for you to submit your entry; **and**
- To the extent that entry requires the submission of user-generated content such as software, photos, videos, music, artwork, essays, etc., entrants warrant that their entry is their original work, has not been copied from others without permission or apparent rights, and does not violate the privacy, intellectual property rights, or other rights of any other person or entity. You may include Microsoft trademarks, logos, and designs, for which Microsoft grants you a limited license to use for the sole purposes of submitting an entry into this Challenge; **and**
- Your entry may NOT contain, as determined by us in our sole and absolute discretion, any content that is obscene or offensive, violent, defamatory, disparaging or illegal, or that promotes alcohol, illegal drugs, tobacco or a particular political agenda, or that communicates messages that may reflect negatively on the goodwill of Microsoft.

7. USE OF YOUR ENTRY

We are not claiming ownership rights to your Submission. However, by submitting an entry, you grant Sponsor and Challenge Parties an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyze your entry and all its content in connection with this Challenge and use your entry in any media whatsoever now known or later invented for any non-commercial or commercial purpose, including, but not limited to, the marketing, sale or promotion of Microsoft products or services, without further permission from you. You will not receive any compensation or credit for use of your entry, other than what is described in these Official Rules.

By entering you acknowledge that Sponsor or Challenge Parties may have developed or commissioned materials similar or identical to your entry and you waive any claims resulting from any similarities to

your entry. Further you understand that Sponsor or Challenge Parties will not restrict work assignments of representatives who have had access to your entry, and you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law.

Your entry may be posted on a public website. We are not responsible for any unauthorized use of your entry by visitors to this website. We are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

8. WINNER SELECTION AND NOTIFICATION

Initial Judging Phase: Pending confirmation of eligibility, all eligible applications will be reviewed by a panel of expert judges from the Sponsor and Challenge Parties (the "Judges") based on adherence to the Challenge theme.

Up to and no more than nine (9) applications will be deemed the finalists and proceed to the virtual Pitch Event. Sponsor reserves the right not to select any applications as potential finalists if, in its sole discretion, it does not receive enough eligible applications.

In the event of a tie between any eligible entries, an additional judge will break the tie based on the judging criteria described above. The decisions of the judges are final and binding.

Finalist Notification: On or around November 8, 2024, we will notify the potential finalists via email using the contact information submitted as part of the Application.

Finalist Preparation Session and Virtual Pitch Event: Upon confirmation of eligibility and compliance with these Official Rules, each finalist will be invited to attend a virtual Finalist preparation session on November 18, 2024. Preparation session will provide each finalist with an opportunity to familiarize themselves with the virtual platform. Finalists will then be invited to attend the Finalist Virtual Pitch Event, scheduled to take place on DATE/TIME. The exact timing of the preparation session and Finalist Virtual Pitch event are subject to Sponsor's confirmation. No additional sessions will be offered for either the preparation session or the Finalist Virtual Pitch Event. Participants who fail to attend either are automatically deemed to have withdrawn their application.

Finalist Judging Phase: All finalist pitches will be reviewed and judged by a committee of Judges selected by the Sponsor. All applicants will be evaluated to receive both, one, or none of the funding types listed below. Selection of Winners or no Winners is in Sponsor's sole discretion.

Each finalist will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release and substitute W-9 as requested by Sponsor. Sponsor may, in its sole discretion, require the potential Finalists to sign such additional documents Sponsor decides are necessary. Failure to return any required document by the date requested by Sponsor will deem the applicable potential Finalists as ineligible to continue participating in the Finalist Virtual Pitch event. If you are a potential winner and you are 18 or older but have not reached the age of majority in your place of legal residence, we may require your parent/legal guardian to sign all required forms on your behalf.

9. PRIZES

The following prizes will be awarded:

Nine (9) Grand Prizes. Each winner will have an opportunity to pitch for equity investment and/or pilot deployment. Microsoft, Capgemini and Bouygues may also decide to pursue purchases under their carbon removal and carbon credit programs. Winners may have access to technical support, collaboration and customer access, where appropriate, to help scale your solution.

FUNDING CONDITIONS: The exact funding provided, if any, will be determined by Microsoft and/or any other investor(s), if applicable. Microsoft intends to identify eligible and qualifying Applications for pilot opportunities, but **for the avoidance of doubt, no Winner will be guaranteed equity investment or a pilot opportunity.** In the event a Winner does receive funding, such Winner(s) will be responsible for paying all costs and expenses related to the funding that are not specifically mentioned herein, including but not limited to, taxes and any other expenses that might reasonably be incurred by Winner in receiving or using the funding.

Prize winners may be required to complete and return prize claim and / or tax forms (“Forms”) within the deadline stated in the winner notification. Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize. By accepting a prize, you agree that Microsoft may use your entry, name, image and hometown online and in print, or in any other media, in connection with this Challenge without payment or compensation to you, except where prohibited by law.

10. ODDS

The odds of winning are based on the number of eligible entries received.

11. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the extent allowed by law, by entering you agree to release and hold harmless Microsoft and its respective parents, partners, subsidiaries, affiliates, employees, and agents from any and all liability or any injury, loss, or damage of any kind arising in connection with this Challenge or any prize won.

All local laws apply. The decisions of Microsoft are final and binding.

We reserve the right to cancel, change, or suspend this Challenge for any reason, including cheating, technology failure, catastrophe, war, or any other unforeseen or unexpected event that affects the integrity of this Challenge, whether human or mechanical. If the integrity of the Challenge cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change or suspend the Challenge.

If you attempt or we have strong reason to believe that you have compromised the integrity or the legitimate operation of this Challenge by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the full extent of the law and you may be banned from participation in future Microsoft promotions.

12. GOVERNING LAW

This Challenge will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Challenge.

13. USE OF YOUR ENTRY

Personal data you provide while entering this Challenge will be used by Microsoft and/or its agents and prize fulfillers acting on Microsoft's behalf only for the administration and operation of this Challenge and in accordance with the [Microsoft Privacy Statement](#).

14. WINNERS LIST

Send an email to cifund@microsoft.com with the subject line "Build Better Innovation Challenge winners" within 30 days of November 20, 2024 to receive a list of winners.