

## CONTEST RULES

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY REGISTERING FOR THIS CONTEST, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THIS CONTEST AND DO NOT SUBMIT AN ENTRY IMPORTANT NOTE TO BUSINESS ENTITY PARTICIPANTS:**

**BY SUBMITTING ANY ENTRY, YOU REPRESENT AND WARRANT TO SPONSOR THAT YOUR START-UP BUSINESS CONTACT PERSON (A) IS AN AUTHORIZED REPRESENTATIVE OF THE START-UP BUSINESS, AND IS SUBMITTING THE ENTRY ON BEHALF OF SUCH BUSINESS ENTITY, AND (B) HAS OBTAINED ALL NECESSARY APPROVALS FROM THE START-UP BUSINESS TO ENTER THE CONTEST PURSUANT TO THESE TERMS AND CONDITIONS, INCLUDING ALL EMPLOYEE AND CORPORATE PERMISSIONS TO SUBMIT ANY INTELLECTUAL PROPERTY TO SPONSOR. IF YOU HAVE ANY QUESTIONS ABOUT SUCH AUTHORITY AND PERMISSIONS, YOU SHOULD WORK DIRECTLY WITH COUNSEL FOR THE START-UP BUSINESS BEFORE SUBMITTING ANY ENTRY.**

1. **SPONSOR OR CONTEST SPONSOR:** MG Equity Partners Ltd. whose registered office is at: 2 Lansdowne Row, Berkeley Square London W1J 6HL & at : 30 Hagalil St, Raanana 43252, Israel.
2. **PERIOD.** The entry period for the Contest ends on May 10th, 2016 at 23:59 (the “Contest Entry Period” or “Stage 1 Regional Contest”). Winners of Stage 1 Regional Contest shall be eligible to participate in the final stage scheduled to take place in Rio de Janeiro on August 24, 2016 (the “Final”). To be eligible, your Contest Entry (as defined herein) must be submitted during the Contest Entry Period.
3. **ELIGIBILITY.** Employees of MG Equity Partners Ltd or their family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition. The Contest is open to start-up businesses (“Start-up Businesses” or “you”) which:
  - are registered as a corporation in any jurisdiction, which corporation owns any and all rights (intellectual property or otherwise) in the potential product/solution introduced by the Start-Up Business in the Contest;
  - do not have any bankruptcy, insolvency or other similar proceedings brought by creditors or government agencies pending against them;

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- have a unique, innovative business that brings social and/or commercial value to the sport industry including but not limited to the areas of:
  - athlete and team performance, including wearable technologies;
  - production and distribution of digital sport content (across mobile/on-line platforms);
  - fan experience and engagement (including live and digital experience);
  - personalization/social tools for sports content;
  - analytics tools for sports media and sports coverage in general;
  - business management, modeling, analytics and analysis; or
  - sport and social innovation; and
  - have a business plan (e.g. lean canvas);
  - have a prototype of their product that enables customer feedback and business development; and
  
- are comprised of individuals who are driven, passionate and coachable.

### 3. HOW TO ENTER

**No entry fee or purchase necessary.** The Representative of the eligible Start-up Business may enter the Contest at any time during the Contest Entry Period, by completing and electronically submitting the contest application form available at: <http://hype-foundation.org> (the “**Contest Entry**”). There are two stages to the Contest. Winners of a Stage 1 Prize (as defined herein) are automatically entered into Final.

Each Contest Entry must be submitted by an authorized representative of the Start-up Business (a “**Representative**”) who (a) has reached the age of maturity in his/her province or territory of residence; (b) has the authority and permission from the Start-up Business to participate in the Contest and submit a Contest Entry on behalf of the Start-up Business, as may be evidenced by proper resolutions of the appropriate governing bodies of the Start-up Business ; and (c) has the authority of legally bind the Start-up Business, including (without limitation) to the terms and conditions of these Contest Rules. At any time may the Start-up Business be required to present adequate legal documentation attesting to the above, and provision of such documentation shall be condition to receiving any Prize. **Adequate documentation must be presented before participating in the Final and are a condition to such participation.**

**THE REPRESENTATIVE IS NOT THE START-UP BUSINESS AND HAS NO RIGHT TO CLAIM ANY PRIZE OR PORTION THEREOF. THE START-UP BUSINESS IN THIS CONTEST IS THE START-UP BUSINESS.**

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### 4. CONTEST ENTRY CONDITIONS

There is a limit of one (1) Contest Entry per Start-up Business during the Contest Entry Period. If it is discovered that any Start-up Business has attempted to (i) obtain more than one Contest Entry; and/or (ii) use or attempt to use multiple names, identities and/or Representatives to enter the Contest, then (in the sole and absolute discretion of the Contest Sponsor) the Start-up Business may be disqualified from the Contest. To be eligible, your Contest Entry (including innovative business solution) must not violate the rights of any third party (for example, it must not defame, infringe or violate publicity or privacy rights or any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights).

All Contest Entries are confidential and will be used by the Contest Sponsor (and any other company or individual engaged in the provision of goods or services related to this Contest) for the sole purpose of administering and judging the Contest. Subject to the foregoing sentence, Contest Entries become the property of the Contest Sponsor and will not be returned.

By entering the Contest, the Start-up Business and the Representative undertake as follows:

- you will comply with these Contest Rules and with the decisions of the Contest Sponsor, which are irrevocable and are legally binding in all matters related to the Contest;
- your Contest Entry (including the innovative business solution of the Start-up Business) does not violate the rights of any third party (for example, it does not defame, infringe or violate publicity or privacy rights or any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights);

### 5. PRIZES

Subject to these Terms and Conditions, once confirmed by Sponsor, the winner(s) will receive the following:

#### *Winners of Stage 1 Regional Contest*

Each winner of each Stage 1 Regional Contest, shall win one flight ticket for one person, and an entry ticket for one person to the Final, and shall take part in the Final (all other costs in connection with the Final including lodging, travel etc. shall be borne by the Start-up Business).

In addition each winner shall be offered by Sponsor a mentoring program designed to prepare winners for the Final, which will include professional sessions in various aspects, support in marketing/PR, as well as closed meeting sessions with key investors, global sports brands and technology partners. Access to such program shall

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be conditioned upon execution of a Commitment Letter granting Sponsor various potential equity rights in certain circumstances, all as set forth therein (the "**Commitment Letter**").

### *Winners of Final*

The winner in the Final shall receive a cash prize in the form of Euro 100, 000 which will be provided to the Start-up Business as a Convertible Loan to be converted upon the next equity round in the Start-up Business and at same price per share (i.e at no discount) (the "**Convertible Loan**"). The Convertible Loan will be provided to the Start-up Business within 3 business days after completing, to the satisfaction of Sponsor's legal counsel, of all required documentation necessary under the specific laws of jurisdiction of the Start-up Business in order to entitle and/or record the rights granted to Sponsor under the Commitment Letter.

## 6. WINNER SELECTION PROCESS STAGE 1 REGIONAL CONTEST

A panel of judges (the "**Stage 1 Judges**") will be appointed by the Sponsor to judge each Contest Entry on the basis of the following criteria ("**Stage 1 Criteria**"):

	<b>Evaluation Criteria</b>	<b>Weight</b>
a)	Have a business solution that solves an important problem / addresses a need of massive base of potential users in the sports industry as a whole	20%
b)	Make innovative use of technology (hardware or software) as part of their business solution	30%
c)	Have done full business validation	10%
d)	Have a prototype of their product that enables customer feedback and business development	20%
e)	Are comprised of individuals who are driven, passionate and coachable	20%

Each Contest Entry will be given a score (the "**Stage 1 Score**") by the Stage 1 Judges. The odds of being selected as an eligible winner of a Stage 1 Prize will depend on the total number of Contest Entries, the caliber of each Contest Entry and compliance with the Stage 1 Criteria.

The Contest Entries with the tope Stage 1 Score will be selected as an eligible winner of the Stage 1 Prize. **Sponsor however may at any time, at its sole discretion, decide to promote to the Final up to two additional Contest Entries.**

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Publications shall be made as to the Stage 1 Score and notices shall be given as to the expected time of release of the results (the “**Stage 1 Selection Date**”). The Sponsor, or its designated representative, will make a maximum of three (3) attempts to contact the Representative of each eligible Stage 1 Prize winner by telephone or email (using the information provided at the time of entry) within five (5) business days of the end of the Stage 1 Selection Date. If the Representative of an eligible Stage 1 Prize winner cannot be contacted within five (5) business days of the end of the Stage 1 Selection Date, or if there is a return of any notification as undeliverable, then the applicable Start-up Business will be disqualified and will forfeit all rights to the Stage 1 Prize, and the Sponsor reserves the right in its sole and absolute discretion, to select an alternate eligible winner of a Stage 1 Prize based on the next highest Stage 1 Score in accordance with these Contest Rules (in which case the foregoing provisions of this section shall apply to such alternate eligible winner of a Stage 1 Prize).

### 7. WINNER SELECTION PROCESS THE FINAL

The Final shall take place at Rio de Janeiro on August 24, 2016. In the Final, a panel of judges appointed by Sponsor (the “**Final Judges**”) will make their selection based on the content of the Entries and using the following criteria:

- (1) contribution of the solution/product to enhancement of individual and/or team performance;
- (2) contribution of the solution/product to the betterment of general public health / quality of life;
- (3) perceived market opportunity, including factor such as perceived disruption,
- (4) originality and creativity, including perceived differentiation from competition, and
- (5) likelihood of long-term success and scalability.

In Sponsor’s discretion, Sponsor may engage third-party subject matter experts and judges to serve together with the Final Judges in the judgment panel and/or assist with the review of Entries and selection of Contest winners.

### 8. RIGHT TO SUSPEND/MODIFY/TERMINATE

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, and disqualify any individual or entity who is responsible for such action. If terminated, the Contest Sponsor may, in its sole discretion, determine the winners from among all eligible

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Contest Entries received up to time of such action using the procedures outlined herein.

### 9. LIMITATIONS OF LIABILITY AND RELEASE

No liability or responsibility is assumed by the Contest Sponsor or the Contest Parties resulting from the Representative's or Start-up Business' participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with the Contest. No responsibility or liability is assumed by the Contest Sponsor or the Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Contest website or Sponsor website in whole or in part for any reason; traffic congestion on the Internet or the Contest website or Sponsor website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. The Contest Sponsor and the Contest Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing of Contest Entries, the judging of Contest Entries at either stage of the Contest, the announcement of the Prizes or in any Contest-related materials. Use of the Contest website and Sponsor website is at user's own risk. The Contest Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer or video equipment resulting from participation in the Contest. By participating in the Contest, the Start-up Business agrees: (i) to release the Contest Sponsor and the Contest Parties from any and all claims, damages or liabilities arising from or relating to such Start-up Business' participation in the Contest; (ii) under no circumstances will the Start-up Business be permitted to obtain awards for, and Start-up Business hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs. By accepting any Prize, recipient agrees that the Contest Parties will have no liability whatsoever for, and shall be held harmless by Winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest or from the acceptance, possession, misuse or use of any Prize. The Contest Sponsor and the Contest Parties are not liable in the event that any portion of the

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Contest is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN START-UP BUSINESS, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST WEBSITE AND/OR THE SPONSOR WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Nothing in these Terms and Conditions shall prohibit Sponsor from independently engaging with, investing in, acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry. You recognize that other persons or entities may have provided Sponsor or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Entry. You acknowledge and agree that Sponsor shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Sponsor's use of such materials.

### 10. **GENERAL ,CHOICE OF LAW & DISPUTE RESOLUTION**

The Contest Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance with these Contest Rules or for any other reason. All Entries must be submitted in English. Start-up Business assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. Each Start-up Business agrees that Sponsor will have the right, but not the obligation, in its sole discretion to contact any Start-up Business regarding a possible transaction or other business relationship with Sponsor to commercially pursue a submitted Entry. Start-up Business grants permission to Sponsor and its authorized representatives to use his/her name, address (city and state/province/territory/country), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval. Following the Contest Period, Sponsor shall not be required to retain records of any Entries. Start-up Business should direct any request to access, update, or correct information to Sponsor. Sponsor is not responsible for human error, theft, destruction, or damage to Entries, or other factors beyond its reasonable control. Sponsor reserves the immediate right to disqualify any Start-up Business who, in Sponsor's sole discretion: (i) is not in compliance with these Terms and Conditions, (ii) tampers with the Entry process, the Contest, or the Site; or (iii) is acting in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner. Sponsor shall not be

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liable to a winner or any other person for failure to supply the prize or any part thereof, by reason of the prize becoming for reasons beyond the reasonable control of Sponsor unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsors' control. Neither Sponsor, nor its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies ("Released Parties") shall assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, Entry, or other information; the failure to capture any such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest, theft, loss, destruction or damage to Entries, in whole or in part, or other factors beyond their reasonable control. Once submitted, an Entry cannot be deleted or cancelled. Released Parties are not responsible for injury or damage to Start-up Business' or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site. Persons who tamper with or abuse any aspect of the Contest or Site, as solely determined by Sponsor, will be disqualified.

START-UP BUSINESS AGREE THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY START-UP BUSINESS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.



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This Contest and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of England, without regard to the conflicts of laws provisions thereof. All disputes arising out of or in connection with the Contest shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with the said Rules. The Arbitration proceedings shall take place in Munich. The proceedings will be held, and the award given in writing, in English. This provision shall serve as an Arbitration Clause for all purposes. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. Start-up Business hereby waive all rights to claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses.

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