

2022 Annual Challenge Official Challenge Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

INTRODUCTION

AdvancingCities, an initiative of JPMorgan Chase & Co. and affiliates ("JPMC"), is a \$500 million, five-year initiative to advance lasting solutions intended to give people career pathways and financial security, increase the growth and hiring of more small business owners, and create economically vibrant neighborhoods. *AdvancingCities* will also channel JPMC's resources—philanthropic capital, data, talent and expertise of our employees, and global platform—in key communities with a demonstrated ability to collaborate across sectors and implement complex solutions to promote inclusive growth.

The Annual Challenge (the "Challenge"), formerly known as the *AdvancingCities* Challenge, works to advance equity and economic opportunity through innovative, community-driven solutions. In response to the impacts of the COVID-19 pandemic, for the second year, the 2022 Challenge will focus on advancing wealth creation for low- and moderate-income women of color. Through the 2022 Challenge Call for Ideas, JPMC will seek solutions to catalyze change, drive equitable economic recovery from the pandemic, and tackle enduring drivers of racial and gender wealth gaps. JPMC will prioritize solutions that focus on women of color in their prime working and wealth building years (ages 16+).

Successful applicants will be eligible for a grant of up to \$3 million. JPMC expects to award up to 10 grants annually, allocated over a three-year period. The Challenge is open to not-for-profit organizations that meet the Eligibility requirements (defined in Section 1 below). The application process will consist of three phases (as further described in Section 2 below): an initial open application process ("Open Application Process" or "Phase I"), a pre-selection process ("Pre- Selection Process" or "Phase II"), and a final selection process ("Final Selection Process" or "Phase III"). At each phase, committees of JPMC employees (collectively, the "Selection Committee") will review Applications (defined in Section 1 below) and select which organizations will move to subsequent rounds. In Phase I, the lead applicant organizations ("Applicants") will submit a short Application providing an overview of their proposal and the organizations involved in this work ("Applicant Group"). If chosen to continue through to the later phases, Applicants will be asked to provide additional information and participate in a video interview. Applicants selected will be invited to enter into a grant agreement with the JPMorgan Chase Foundation ("JPMC Foundation") to receive an Award (defined in Section 6 below) in an amount to be determined by the JPMC Foundation in its sole discretion (in the form of a grant, as further detailed in Section 6 below).

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1. ELIGIBILITY

Eligible Applicants or Applicant Groups:

The Challenge is open only to Applicants who are:

- Organizations that (i) are incorporated or organized in the United States or its territories, (ii) have been duly organized and validly exist, and (iii) maintain a primary place of business in the United States.
- Organizations that are not-for-profit organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and classified as a public charity under Code Sections 509(a)(1) or 509(a)(2).

Each member, employee, or any other individual participating in or otherwise contributing to an Applicant's application ("Application") to the Challenge must be eligible to work in the U.S.

Activities of the Applicant Group must be within the Eligible Markets list, as described in the Challenge Call for Ideas.

EACH APPLICANT IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS, CONSENTS AND AUTHORIZATIONS, IF ANY, THAT MAY BE REQUIRED IN ORDER TO PARTICIPATE IN THE CHALLENGE.

Ineligible Applicants or Members of the Applicant Groups:

The following Applicants or members of the Applicant Groups are not eligible to participate in the Challenge:

- a) JPMC;
- b) Any Applicant or member of the Applicant Group (including any individual employees or any member of any employee's immediate family or household) that is or has been substantially involved with the design, production, execution, distribution or promotion of the Challenge (which, for the avoidance of doubt, does not include individuals or entities that promote the Challenge without receiving or providing any monetary compensation therefore); and
- c) Any Applicant or member of the Applicant Group that employs any Selection Committee member (as described in Section 4) or that otherwise has a material business relationship or affiliation with any Selection Committee member (for the avoidance of doubt, a banking relationship with JPMC does not constitute "a material business relationship or affiliation"), unless the Selection Committee member recuses him/herself from judging the Application pursuant to Section 4 below.

Disclosure:

Applicants are required to disclose if:

Any Applicant or member of the Applicant Group employs any employee of JPMC, or any member of such employee's immediate family or household. For purposes hereof, (a) the members of an individual's immediate family include such individual's spouse, children and step-children, parents and step-parents, and siblings and step-siblings, and (b) the members of an individual's household include any other person

that shares the same residence as such individual for at least three (3) months out of the year. The Challenge is subject to all applicable Federal and state laws and regulations, including, without limitation, laws and regulations relating to privacy and data collection.

There is no fee for entry. Participation constitutes the Applicant and the Applicant Group's full and unconditional agreement to the Challenge Documents (as described in Section 3) and JPMC's decisions, which are final and binding in all matters related to the Challenge. Eligibility for an Award is contingent upon fulfilling all requirements set forth in the Challenge Documents.

2. DESCRIPTION OF CHALLENGE; PHASES; APPLICATION REQUIREMENTS

The Challenge will consist of a three-phase application process. At each phase, the Selection Committee will review and judge the Applications according to the Selection Criteria to advance to subsequent phases. Selection Committee members will be limited to employees of JPMC only. An overview of each phase and the Application requirements are detailed below:

Phase I (Open Application Process)

The Open Application Process period runs from May 23, 2022 through June 27, 2022. All Applications must be submitted by the deadline of Monday, June 27, 2022, 11:59 p.m. Eastern Time.

The Open Application Process is open to all eligible Applicants as defined in Section 1 above. Every Applicant must submit an Application as described in Section 3 below.

Selection Criteria: Applications will be reviewed and judged according to the criteria outlined below ("Selection Criteria"):

- A. **Alignment and Approach:** Successful applicants will articulate a problem statement, solution, and plan for implementation that aligns with at least one of JPMC's focus areas. They will demonstrate how their project will promote opportunity and address challenges facing low- and moderate-income women of color, as well as provide evidence of their ability to advance their activities and drive meaningful change.
- B. **Impact and Sustainability:** Successful applicants will articulate a vision for large-scale, transformative change. They will exhibit high potential to implement their projects in a way that enables systems to function more effectively and more efficiently for the long term to support wealth building for low- and moderate-income women of color.
- C. **Innovation and Learning:** Successful applicants will pilot, replicate, or scale promising and/or positively disruptive interventions, program models, or products that are grounded in research, practice, and lived experiences to catalyze change. They will also demonstrate a commitment to learning to further inform the field.
- D. **Community Leadership, Engagement, and Partnerships:** Successful applicants will demonstrate strong leadership and an intentional commitment to diversity, equity and inclusion, including whether women of color are in executive, decision-making roles in the organization and/or board. They will also articulate how they will engage community members and partners across sectors to advance their project.

Applications will be reviewed on a rolling basis as they are received by a Selection Committee. The review process will conclude within four to six (4-6) weeks of the close of the Open Application Process. After the Phase I judging is complete, Applicants who are selected to advance to Phase II will be notified by JPMC.

Phase II (Pre-Selection Process)

JPMC will notify Applicants that advance to the Pre-Selection Process of their advancement within four to six weeks of the Open Application Process deadline. In the Pre-Selection Process, Applicants will be required to submit/complete the following additional materials/action items:

1. Provide contact and identifying information from the Applicant or Applicant Group via a secure site for purposes of performing certain background checks including but not limited to U.S. Department of the Treasury's Office of Foreign Asset Controls ("OFAC") Watch and Sanction Lists, Anti-Money Laundering ("AML") Watch Lists, Specially Designated Nationals and Blocked Persons List, and World Check Politically Exposed Persons Lists at any time prior to or during the Challenge, and criminal activity for any felony convictions or crimes of moral turpitude (collectively, the "Background Check Requirements"); and
2. Provide any satisfactory financial and non-financial information from the Applicant or Applicant Group that JPMC may require to complete the Pre-Selection Process review.

Any Applicant who does not submit sufficient information to perform, or fails to pass, any of the Background Check Requirements may be automatically disqualified from the Challenge and be prohibited from participating in any future JPMC events or competitions.

At its sole discretion, JPMC may request additional financial and non-financial data from Applicants to aid in the review process.

JPMC will use its reasonable best efforts to maintain the confidentiality of, and not to disclose outside of the firm, any information provided by Applicants during the Pre-Selection Process related to the Applicant's financial data or Background Check Requirements ("Pre-Selection Process Confidential Data"), pursuant to Section 8. JPMC has the right to share Pre-Selection Process Confidential Data with relevant employees of the firm, including the Selection Committee and subject matter experts, as needed. The Applicants should assume that any other information or materials provided to JPMC during the Pre-Selection Process may be disclosed in the public domain unless otherwise indicated by JPMC.

JPMC will review the additional materials submitted during the Pre-Selection Process, along with the Applicants' original Applications, and will select Applicants to advance to the Final Selection Process (Phase III) (the "Finalists"). JPMC will select the Finalists based on the Selection Criteria. Applicants who are selected to advance to Phase III will be notified by JPMC.

Phase III (Final Selection Process)

JPMC will notify Finalists that they have made it through to the Final Selection Process. In the Final Selection Process, an Applicant will be required to participate in a video interview, as well as submit/complete any additional information that JPMC may require to complete the Final Selection Process review. JPMC will judge Finalists according to the Selection Criteria as outlined in Section 2.

JPMC will select up to 10 Applicants from among the Finalists according to the Selection Criteria to be winners of the 2022 Challenge ("Winners"). In addition, a limited number of Finalists will be selected as alternates. If a Finalist is selected as a Winner and chooses not to participate or does not meet the conditions or requirements to be named as a Winner, an alternate will be selected to replace the Winner.

As a condition to being named as Winners, Finalists selected as Winners may be asked to provide further information and enter into a grant agreement with the JPMC Foundation. JPMC will notify Finalists not selected as Winners that they have not been selected.

3. HOW TO ENTER; SUBMISSION GUIDELINES AND REQUIREMENTS

How to enter: To enter, eligible Applicants must visit www.jpmorganchase.com/advancingcities (the "AdvancingCities Website") and complete and submit an Application. There is no application fee.

By submitting an Application to the Challenge, each Applicant must acknowledge that it has read and agrees to be bound by the Official Challenge Rules, JPMC's Terms of Use, and JPMC's Privacy Policy (collectively, the "Challenge Documents"), all of which are available at or through the [AdvancingCities Website](http://www.jpmorganchase.com/advancingcities). IF APPLICANT DOES NOT AGREE TO THE TERMS IN THE CHALLENGE DOCUMENTS, do not submit an application. Each person submitting an Application on behalf of an Applicant must represent that s/he has the legal authority to bind the Applicant.

JPMC can change the Official Challenge Rules at any time. If the changes are material, to be determined by JPMC in its sole discretion, JPMC will notify Applicants by email and/or by posting a notice on the [AdvancingCities Website](http://www.jpmorganchase.com/advancingcities) before the changes go into effect (the "Notice"). The Notice will designate a reasonable amount of time (the "Notice Period") after which the new terms will go into effect for all Applicants. If an Applicant does not agree to the new terms, the Applicant must withdraw its Application within the Notice Period. If the Application is not withdrawn, the Application will be subject to the new terms going forward.

When to submit: Entries must be received on time and in the appropriate format, as described below.

Phase I: May 23, 2022 through June 27, 2022, 11:59 p.m. Eastern Time.

Phase II: Will take place in July 2022.

Phase III: Will take place between August and late October 2022.

Decisions of JPMC regarding late or non-conforming submissions are final.

What to submit:

The Application requirements for each Phase are detailed in Section 2. JPMC is under no obligation to review all materials and is not responsible for lost, omitted, or incomplete Applications or materials. JPMC may alter the Application requirements for each Phase in its sole discretion.

Application Requirements: All submissions must meet the below requirements:

- All submissions must be submitted prior to the end of the relevant submission period for the applicable phase;
- All submissions must be the original work of the Applicant;
- All submissions must not infringe, misappropriate or otherwise violate the rights of any third party (see Section 9 below);
- All submissions must comply with applicable law; and
- All submissions must be in the English language.

If JPMC, in its sole discretion, finds any submission to be unacceptable based on these restrictions or any other provisions in these Challenge Rules, then such submission shall be deemed disqualified.

JPMC reserves the right to disqualify any submission that it determines, in its sole discretion, violates the letter or the spirit of the Challenge guidelines, processes or rules (including, without limitation, the Challenge Documents), or if an Applicant, member of the Applicant Group, or any third-party, including government officials, attempts to influence JPMC, a Selection Committee member, or any of their respective employees in connection with the entry process, selection process or operation of the Challenge by any means other than those expressly set forth in the Challenge Documents. Such unsolicited support will be reviewed for anti-corruption, will not be considered in selection, and may be cause for removal from the Challenge. The decisions of JPMC are final and binding.

4. SELECTION COMMITTEE; WINNER SELECTION

Selection Committee members at all phases will be limited to employees of JPMC only. Selection Committee members include a diverse group of senior executives across the firm with deep industry, market, geographic, or content expertise relevant to the goals of the Challenge.

If a Selection Committee member is employed by or otherwise has a material business relationship or affiliation with any Finalist ("Potential Conflict"), the Selection Committee member has the duty to inform the other members of the Selection Committee of the Potential Conflict and recuse him/herself from participating in judging the Finalist.

The selection and naming by the Selection Committee of any Finalist as a Winner will be subject to such Finalist's compliance with all terms and conditions of the Challenge Documents and all rights and powers of JPMC under the Challenge Documents.

5. VERIFICATION OF POTENTIAL WINNERS

ALL WINNERS ARE SUBJECT TO VERIFICATION OF ELIGIBILITY BY JPMC, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE.

Selection and naming as a Winner is contingent upon a Finalist fulfilling all applicable requirements. Winners must continue to comply with all terms and conditions of the Challenge Documents. If a Finalist who is selected by the Selection Committee to become a Winner cannot be contacted, if the notification is returned as undeliverable, or otherwise fails to comply with all terms and conditions of the Challenge Documents, the Finalist forfeits the right to be named a Winner and, for the avoidance of doubt, forfeits the ability to receive Awards. If a Winner is disqualified for any reason, JPMC may name an alternate Winner from the remaining eligible entries.

6. AWARDS

All Awards are payable by the JPMC Foundation, an affiliate of JPMorgan Chase & Co., and subject to the approval of the Board of Directors of the JPMC Foundation. Each Finalist named as a Winner will be invited to enter into a grant agreement with the JPMC Foundation to receive a grant of an amount to be determined by the JPMC Foundation in its sole discretion ("Award"), made in the form of a restricted grant. The Award cannot be used for lobbying or political campaign intervention, including a voter registration drive. JPMC reserves the right, in its sole discretion, for an Award to be payable by JPMorgan

Chase Bank, N.A., subject to these same terms and conditions.

7. PRESS; PUBLICITY

Except where prohibited, participation in the Challenge constitutes an Applicant's and member of the Applicant Group's (including each member, shareholder, equity holder, employee, agent, representative or other individual who participates in the Challenge's activities on behalf of an Applicant) consent to JPMC's and their agents' use of the Applicant's or member of the Applicant Group's name, trademark, service mark and/or logo, as well as the name, likeness, photograph, voice, opinions, and/or hometown and state of each member, shareholder, equity holder, employee, agent, representative or other individual who participate in Challenge activities on behalf of the Applicant or Applicant Group, in whole or in part without restriction as to changes or alterations, for promotional purposes in any media now known or hereafter developed, worldwide, in perpetuity, without payment or consideration of any kind, including, but not limited to, payment of royalties for such use, if applicable.

All Applicants are required to participate in media and press opportunities related to the Challenge. Participation includes, but is not limited to, the following:

- All Applicants and Applicant Group are required to provide short stories of local impact if so requested by JPMC;
- All Applicants and Applicant Group are required to participate in interviews relating to the Challenge if so requested by JPMC; and
- All Applicants and Applicant Group are required to provide quotes and/or content for any Challenge-related press releases if so requested by JPMC.

Participating in media and press opportunities in no way requires Applicants or Applicant Group to disclose any proprietary or otherwise confidential information related to their organizations or their products or services.

All Winners are further required to promote their work in collaboration with JPMC, in a manner to be determined by JPMC in its sole discretion.

8. CONFIDENTIALITY

The Application and other information, materials or data submitted by an Applicant in relation to the Challenge may be disclosed in the public domain except for the Pre-Selection Process Confidential Data (including financial data and background check information, as defined in Section 2). AN APPLICANT SHOULD NOT SUBMIT ANY INFORMATION, MATERIAL OR DATA, OTHER THAN THE PRE-SELECTION PROCESS CONFIDENTIAL DATA THAT THE APPLICANT WISHES TO KEEP CONFIDENTIAL.

JPMC will use reasonable best efforts to maintain the confidentiality of, and not disclose outside of the Challenge, JPMC and the Selection Committee, an Applicant's Pre-Selection Process Confidential Data pursuant to JPMC's Privacy Policy (available at: <https://www.jpmorganchase.com/corporate/Home/privacy.htm>). Notwithstanding the foregoing, Applicant acknowledges and agrees that JPMC is unable to guarantee the security of any data and waives any claims that may arise as a result of a security breach or other unauthorized access to information, materials or data an Applicant submits to JPMC.

9. INTELLECTUAL PROPERTY RIGHTS

By submitting the Application and any other materials to JPMC you warrant and represent that: (a) the Application and such other materials are your original work; (b) the Application and such other materials do not infringe upon the copyright(s), patent(s), trademark(s), right(s) of privacy, publicity or other intellectual property right(s) of any person or entity; (c) you have obtained permission from any person whose name, likeness or voice is used in the entry; and (d) JPMC's publication of the ideas contained in the Application via various media including web posting, will not infringe on the right(s) of any third party. Applicants and the Applicant Group will indemnify and hold harmless JPMC from any claims to the contrary.

If an Applications contains third party technology, data and/or intellectual property, Applicants or the Applicant Group must have permission to use them. Permission means that the Applicant or Applicant Group created the software or technology, acquired ownership of the rights from a third party, or received the express (i.e., written) permission of the third party that owns or has the right to license the intellectual property. Any Applicant or Applicant Group that does not comply with the foregoing restrictions on use of other parties' technology, data and intellectual property will be disqualified from the Challenge. Before submitting an entry, JPMC urges Applicants and Applicant Group to confirm with appropriate advisors or legal counsel that they are meeting the requirements of this Section 9 (i.e., by reviewing appropriate intellectual property filings, notices, etc. of the third parties that are granting intellectual property rights to the Applicant). IF THERE ARE ANY DOUBTS ABOUT THE LEGAL STATUS OF APPLICANT'S, APPLICANT GROUP'S, OR THIRD PARTY INTELLECTUAL PROPERTY OR ANY OTHER ASPECT OF AN APPLICANT'S SUBMISSION, JPMC ADVISES THE APPLICANT OR APPLICANT GROUP TO SEEK INDEPENDENT LEGAL COUNSEL.

By submitting an Application to the Challenge, the Applicant and Applicant Group hereby irrevocably and perpetually permits, authorizes and licenses JPMC and its respective employees, officers, directors, agents, designees, successors, assigns and other representatives, ("Authorized Persons") the right to use (i) its legal name, trademark or logo, (ii) the name(s) of its employees, officers, directors, founders, agents, or other principal(s), (iii) the city(ies) and state(s) in which the Applicant or Applicant Group is incorporated and/or does business, (iv) the name and any taglines or logos of, the general concept behind, and a description of the basic features and functionality of, the ideas submitted by the Applicant to JPMC in the Challenge, and (v) the name, city and state of residence, image, voice, and likeness of each member, employee or individual who participates in the Challenge on behalf of the Applicant or Applicant Group (the "Contributions") for advertising and/or publicity purposes in any form or media related to the Challenge, worldwide, without payment or consideration of any kind, including, but not limited to, payment of royalties for such use, if applicable. Subject to Section 7 of the Challenge Rules, no other information relating to the identity of the Applicant or Applicant Group or principals of the Applicant or Applicant Group will be released by JPMC. Nothing in the Challenge Documents or the submission of an Application shall give Applicants or Applicant Group the right to: (a) use the name, trademark, logo or other identifying marks of JPMC in any sales, marketing or publicity activities or materials, or (b) issue any press release, interviews or other public statement regarding the Challenge, including without limitation the Challenge Rules and the Application, without the prior written consent from JPMC. JPMC may revoke any consent it grants pursuant to this Section 9 at any time for any reason and Applicants or Applicant Group shall remove any and all references to JPMC from all marketing and advertising collateral within 30 days of notice of such.

10. ENTRY CONDITIONS; RELEASE; INDEMNIFICATION

By entering, each Applicant agrees to each of the following:

Each Applicant agrees to comply with and be bound by the Challenge Documents and the decisions of JPMC and/or the Selection Committee, which are binding and final in all matters relating to this Challenge.

Each Applicant agrees to release and hold harmless JPMC and its contractors, subcontractors, third-party evaluators, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge, including any sponsors and the members of the Selection Committee; and all of their respective past and present officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from and against any and all losses, damages, costs, expenses, liability, and claims of any kind, including but not limited to any claims for injury, death, damage, loss of property, revenue, or profits, negligence, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye, or any other legal theory), defamation, slander, libel, violation of right of publicity, misappropriation of trade secrets, infringement of trademark, copyright or other intellectual property rights (and any and all attorney fees or costs) in each case whether direct, indirect, special, punitive or consequential, arising out of or relating to an Applicant's creation or submission of an Application, participation in the Challenge (including any travel or activity related thereto), acceptance or use or misuse of any Award (including any travel or activity related thereto), and/or the broadcast, transmission, performance, exploitation, or use of an Applicant's submission. Without limitation of the above, the Released Parties are not responsible for:

- any incorrect or inaccurate information, whether caused by Applicants, printing errors, or by any of the equipment or programming associated with or utilized in the Challenge;
- technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in Internet lines or network hardware or software;
- unauthorized human intervention in any part of the entry process or the Challenge;
- technical or human error that may occur in the administration of the Challenge or the processing of entries; or
- any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Applicant's participation in the Challenge or receipt, use, or misuse of any Award.

Each Applicant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an Applicant's participation in the Challenge, submission of an Application, and/or Applicant's acceptance, use, or misuse of any Award.

The Applicant and JPMC will at all times be independent contractors. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party. The Challenge and the Challenge Documents will not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Unless expressly provided otherwise, each party shall bear its own costs and expenses incurred in connection with the Challenge or the Challenge Documents.

The Applicant hereby agrees and acknowledges that its participation in the Challenge is voluntary in nature and that nothing in the Challenge Documents or in the Applicant's participation in the Challenge

constitutes an offer, commitment, representation or warranty by JPMC. The Applicant further agrees and acknowledges that it has not been promised compensation by JPMC, has no expectation of compensation from JPMC, and will not receive any compensation from JPMC.

11. NO WARRANTY

JPMC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE CHALLENGE, EXPRESS OR IMPLIED. IN NO EVENT SHALL JPMC, ITS DIRECTORS, OFFICERS, EMPLOYEES, THE SELECTION COMMITTEE, AND OTHER SPONSORS, AND ANY AFFILIATES OF ANY OF THE FOREGOING BE LIABLE FOR ANY ADVICE, INFORMATION OR DECISIONS MADE FOR OR ON BEHALF OF JPMC OR FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER JPMC SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

12. GENERAL CONDITIONS

JPMC reserves the right to cancel, suspend, and/or modify the Challenge, or any part of it, if any fraud, technical failures, or any other factor beyond JPMC's reasonable control impairs the integrity or proper functioning of the Challenge, as determined by JPMC. JPMC reserves the right to disqualify any Application at any time for any or no reason at JPMC's sole discretion. Reasons for disqualification could include that the Applicant or Applicant Group is found to be tampering, directly or indirectly, with the entry process, selection process or the operation of the Challenge or to be acting in violation of the Challenge Documents or in an unsportsmanlike, discriminatory or disruptive manner. Any attempt to undermine the legitimate operation of the Challenge may be a violation of criminal and/or civil law, and, should such an attempt be made, JPMC reserves the right to seek damages from any such person to the fullest extent permitted by law. JPMC's failure to enforce any provision of the Challenge Documents shall not constitute a waiver of that provision.

If, for any reason, an Applicant's submission or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Applicant's sole remedy is another submission to the Challenge if such submission is possible.

13. COMPLIANCE WITH LAWS

The Applicant acknowledges and agrees that it (i) will be operated; (ii) will perform all of its obligations to JPMC relate to the Challenge; and (iii) will use any Award in compliance with, and will not cause JPMC to be in violation of, all applicable foreign and United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those related to terrorism, ethics, bribery and corruption and money laundering.

If the Applicant is a U.S. legal entity, then the Applicant will not, and will ensure that the Applicant personnel do not, discriminate against any of its employees or applicants for employment because of age, race, color, religion, creed, citizenship status, marital status, sexual orientation, sex, gender identity, genetic information, national origin, disability, veteran status or any other protected status under applicable law (e.g., civil union status, height, weight, arrest record and status with regard to public assistance, to the extent protected under applicable law). The Applicant further agrees, unless exempt, to comply with all applicable requirements of the equal opportunity and affirmative action clauses set forth in Executive Order 11246 (applicable to subcontractors), as amended, in the regulations of the Department of Labor implementing the Vietnam Era Veterans Readjustment Act of 1974, and in the Rehabilitation Act of 1973, as amended, which,

together with the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated into these Challenge Rules by reference. The Applicant will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that the Applicant takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

14. DISPUTES; GOVERNING LAW; CHOICE OF FORUM

The Challenge, and any dispute arising thereunder or related thereto, will be governed by and construed in accordance with the internal laws of the State of New York, without regard to its conflict of laws provisions. All disputes or claims arising out of or in connection with the Challenge shall be submitted to the exclusive jurisdiction of the State and Federal courts within the Borough of Manhattan, City of New York. THE APPLICANT, APPLICANT GROUP AND JPMC AGREE TO WAIVE THEIR RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF A DISPUTE ARISING OUT OF THE CHALLENGE OR THE CHALLENGE DOCUMENTS.

Each Applicant and Applicant Group agrees that:

- any and all disputes, claims and causes of action against JPMC arising out of or connected with the Challenge including without limitation those relating to the administration of the Challenge, the determination of Winners and/or the Awards, shall be resolved individually, without resort to any form of class action; and
- any and all claims, judgments and awards referenced in the bullet point above shall be limited to actual damages and out-of-pocket costs incurred, including costs associated with entering this Challenge, but shall in no event include attorneys' fees.

15. PRIVACY

Any personal information collected from an Applicant by registering or submitting an Application through the [AdvancingCities Website](#) will be used to facilitate the Challenge and respond to the Applicant in matters regarding the Applicant's submissions and/or the Challenge and for any other purpose in accordance with the provisions above and the Privacy Policy.