

Amazon Transportation Services' Decarbonizing Transportation Solutions for the Middle Mile Innovation Challenge

OFFICIAL RULES

Please read these rules before participating in the Amazon Transportation Services' Decarbonizing Transportation Solutions for the Middle Mile Innovation Challenge (the "Challenge"). By uploading an application, you ("participant") acknowledge that you have read and agree to be bound by these Official Rules and the decisions of Sponsor and the Judges, and that you and your application into the Challenge satisfy all eligibility requirements.

At Amazon Transportation Services ("ATS"), we identify the fastest and most convenient way to move packages to their final destination. With people, innovation, sustainability, and safety at heart, we bring together sort centers, road transport, air transport, and reverse logistics — all powered in real time by the latest technology — to deliver smiles to customers. As part of Amazon's mission to be Earth's most customer-centric company, we are committed to building a sustainable business for our employees, customers, and communities. We are driving toward a net-zero carbon future where the people that support our entire value chain are treated with dignity and respect.

ELIGIBILITY.

Open to legal residents of the fifty (50) United States and the District of Columbia, the United Kingdom, Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden who at the time of application are at 18 years of age or at least the age of majority in their jurisdiction of residence, whichever is older, and are an owner or an authorized representative of a company registered in their jurisdiction of residence consisting of at least two (2) employees currently developing hardware, software, or hardware-enabled software technologies and solutions that reduce both carbon emissions and the cost of operations of middle-mile logistics – from facilities to road, rail, air, and sea transport.

This Challenge is not open to employees or independent contractors, or immediate family members (spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren) or those living in the same household of employees or independent contractors of Amazon.com Services LLC d/b/a Amazon Transportation Services ("Sponsor", "Amazon", "ATS", "we", or "us"), Elemental Excelerator, Inc., or any entity involved in any aspect of the Challenge (including funding, judging or administration), and each of their respective parents, subsidiaries, affiliates, advisors, or advertising/promotion agencies.

Individuals and entities listed on the U.S. Treasury Department's Office of Foreign Actions Control (OFAC) sanctions list are not eligible to enter the Challenge.

Please note the following:

- Technologies and solutions must be related to middle-mile logistics to be considered. This includes transport between Amazon or 3P facilities by sort center, truck, air, sea, or rail. Transport to inbound cross-docks (first mile) and transport to the end customer (last mile) are not in scope and will not be considered.
- We will only consider projects that have the potential to decrease carbon emissions of the relevant transport mode by >= 20% when deployed at scale.
- We are most interested in projects in US, UK, and EU, that could scale to all markets and geographies.
- We are not seeking project developers selling third-party products, companies without an operating prototype, consulting firms, marketing or PR agencies, or acquired startups. Applications from such entities will not be considered.

HOW TO APPLY FOR CONSIDERATION.

Challenge application period begins at 4:00:01 p.m. (ET) on September 7, 2022 and ends at 11:59:59 p.m. (ET) on October 4, 2022 (the "Application Period").

To participate in the Challenge, go to <https://elementalexcelerator.com/navigator/innovation-challenges/decarbonizing-the-middle-mile/> (the "Website") and follow the instructions to complete the online application \ with the information requested

(each, a “Application”). Applications should be new ideas related to 1) hardware or software technologies to reduce carbon emissions; and 2) methods to reduce the cost of sustainable transportation while still providing fast delivery.

Sponsor’s (or its contractor’s) servers and clock shall be deemed the official clock for all phases of the Challenge, and your proof of an application does not constitute proof of receipt by Sponsor. Sponsor is not responsible for (i) lost, misdirected, late, incomplete, or unintelligible Applications or for inaccurate Application information, whether caused by you or by any of the equipment or programming associated with or utilized in the Challenge, or by any technical or human error that may occur in the processing of Applications; or (ii) any printing, production, human or typographical errors in any materials associated with the Challenge.

Sponsor reserves the right in its sole and unfettered discretion to disqualify at any time any Application containing obscene, offensive, pornographic or sexually explicit material, or libelous, disparaging, infringing or other inappropriate content or subject matter or violates any law (as determined by Sponsor in its sole discretion). Application must meet the community guidelines found at <https://www.amazon.com/gp/help/customer/display.html?nodeId=14279631>, and meet other reasonable community standards.

CONDITIONS OF APPLICATION.

All Applications must be the (i) the original creations/solutions/technologies of the participants, (ii) be in English, (iii) cannot contain creations/solutions/technologies that include trade secrets of IP specific to participant or any third-party, (iv) be in keeping with the Sponsor’s image and (v) not be offensive or inappropriate, as determined by the Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. By submitting an application, each participant grants to Sponsor the worldwide, transferable, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the Application throughout the world in any media (whether now known or hereafter devised). Entrants agree that they will not use the Application for any other purpose, including, without limitation, posting the Application to any online social networks, without the express consent of Sponsor in each instance.

By submitting an application, participant acknowledges and agrees that Sponsor may obtain many Applications in connection with this Challenge and/or other promotions staged and/or promoted by the Sponsor, and that such Applications may be similar or identical in theme, idea, format or other respects to other Applications submitted in connection with this Challenge and/or other promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Participant waives any and all claims participant may have had, may have, and/or may have in the future, that any Application and/or other works accepted, reviewed and/or used by the Sponsor may be similar to participant’s Application, or that any compensation is due to participant in connection with such Application or other works used by Sponsor.

Sponsor is collecting personal information to process the Applications and to contact you if necessary. Sponsor will share your information with third parties that have a need to know, such as the judging committee, and by participating, you agree to the sharing of your information with the judging committee and third parties whom Sponsor retains to assist in administering the Challenge. If you do not agree to these terms or to Sponsor’s privacy notice located at www.amazon.com/privacy, please do not submit an application.

INITIAL JUDGING PHASE.

All eligible Applications received by Sponsor during the Application Period will be reviewed by a committee of Amazon employees working in sustainability and/or transportation. A committee of Amazon judges (the “Judges”) selected by the Sponsor which may include, but are not limited to Amazon employees from different teams will participate during the live virtual pitch event.

Up to and no more than six Applications will be deemed the Finalists and proceed to the Virtual Pitch Event (subject to verification and compliance with these Official Rules and other additional terms and conditions). Sponsor reserves the right not to select any applications as potential Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Applications.

FINALIST NOTIFICATION.

On or around October 28, 2022, we will notify via email the potential Finalists using the contact information submitted as part of the Application. Each potential Finalist will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release as requested by Sponsor (in its sole discretion). These documents will be provided to Finalists prior to the Virtual Pitch Event. 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.

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 October 31, 2022 at 2:00 p.m. ET or November 1, 2022 at 7:00 p.m. ET. 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 November 3, 2022 at 1:00 p.m. ET.

FINALIST JUDGING PHASE.

All Finalist pitches will be reviewed and judged by a committee of Judges selected by the Sponsor. Up to three Finalists will be deemed the Winners at the conclusion of the Virtual Pitch Event and be invited to develop a pilot project with the Sponsor. Sponsor reserves the right to select no Winners, in its sole discretion.

FUNDING CONDITIONS.

Any funds provided by ATS or investors to go towards a pilot will be non-dilutive (i.e., Amazon or investors will not be asking for equity in exchange for the funding). The exact funding provided, if any, will be determined by Amazon and/or the investors. ATS intends to identify eligible and qualifying Applications for pilot opportunities, but **for the avoidance of doubt, no Winner will be guaranteed funding 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.

ADDITIONAL TERMS.

To the maximum extent permitted by law, Sponsor reserves the right, in its sole discretion, to change these rules or cancel the Challenge at any time, or to modify, terminate, or suspend the Challenge should viruses, worms, bugs, unauthorized human intervention, or other causes beyond Sponsor's control corrupt or impair the administration, security, fairness, or proper play of the Challenge during the Application Period. In the event the Challenge is terminated, Sponsor reserves the right to determine the potential prize winners, if any, from among all Applications received prior to such date and time of termination using the judging process identified above. Sponsor is not responsible for any human or other error that may occur in the processing of the Applications, nor is it responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction, or unauthorized access to, or alteration of, Applications, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any Application information on account of technical problems or traffic congestion on the Internet or at any website. Sponsor is not responsible for injury or damage to any participant's computer or any other device resulting from downloading any materials in connection with the Challenge. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the application process, the outcome of the Challenge, or the operation of the Challenge or Website; to be acting in violation of these rules; or to be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AFFILIATES RESERVE THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

MISCELLANEOUS.

The Challenge and all associated materials provided by Amazon are copyright © 2022 by Amazon.com Services LLC. All rights reserved. By participating, participants agree to be bound by these rules. No transfer, assignment, cash redemption, or substitution of prizes are permitted except by Sponsor due to prize availability and then with prizes of equal or greater value.

By participating, each participant agrees: (a) to abide by these Official Rules and decisions of Sponsor and Judges, which shall be final and binding in all respects relating to this Challenge; (b) to release, discharge and hold harmless Sponsor, Elemental Exclerator, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant's participation in the Challenge or any Challenge-related activity or the acceptance, possession, use or misuse of any awarded prize. Challenge is governed by the laws of the United States and the State of Washington. As a condition of participating in this Challenge, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Challenge, will be resolved individually, without resort to any form of class action, exclusively before a court located in King County, Washington having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental, or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with participating), and participant further waives all rights to have damages multiplied or increased. Challenge is void where prohibited by law. Participants agree that the decisions of Sponsor and the judges related to the Challenge are final.

WINNERS LIST. After the Winners (if any) are confirmed , the names of the Winners will be posted online until March 1, 2023.

SPONSOR. Amazon.com Services LLC ("we" or "us"), 410 Terry Ave N, Seattle 98109 USA.

Privacy Notice: All information submitted in connection with this Challenge will be treated in accordance with these Official Rules and Amazon.com's Privacy Notice (www.amazon.com/privacy).