EPAM TERMS AND CONDITIONS FOR DESIGN JAM

EPAM Systems [Singapore] ("EPAM") is hosting a competition regarding the design of [deas relating solving problems around social mobility. These Term apply in relation to your entry to the Design Jam ("Entry").

THE DESIGN JAM IS VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING, YOU AGREE TO THESE TERMS AND CONDITIONS.

The Design Jam begins on *March 15th* at 7:00PM and ends at *5:00PM* SGT on *March 17th* 2019 as further set out.

Eligibility: The Design Jam is open to individuals (i) who are at least eighteen years old, and (ii) who have purchased a valid ticket via [Eventbrite Platform]. Invitation by EPAM is subject to the full and unconditional acceptance of these Terms and Conditions ("Terms). Participation in the Design Jam constitutes Participant's full and unconditional agreement to and acceptance of and continued compliance with the Terms. The term "you" refers to you, the "Participant". Employees of EPAM and their respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to EPAM through an outsourcer or temporary employment agency during the Design Jam period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Design Jam. Determination of eligibility and compliance is at the sole discretion of EPAM. EPAM reserves the right to disqualify any Entry if the Entry or a Participant or a Participant's team does not comply with these Terms.

Your Participation: You can participate either as part of a team or on an individual basis. Switching teams or participation in multiple teams is not allowed. EPAM is not responsible for, and will not assist in resolving, any disputes between team members. To participate, you must attend at *JustCo 5 Shenton Way 10F Singapore* on *March 15th* 2019. You must make your own travel and accommodation arrangements and cover all associated costs and expenses. In no event, in particular in case of disqualification, will EPAM reimburse any such costs. You, as a Participant, will be required to *participate in brainstorming and idea generation*. A team may only submit one entry. Individual Participants may only submit one entry. Incomplete entries may be disqualified. Each Participant must supply his/her own laptop and all other materials to participate.

EPAM may, at its sole discretion, establish further rules regarding the procedure of the Design Jam which will be published on [Eventbrite Event page]. The Participants (individually and as team members) warrant to comply with these rules. Non-compliance with said rules – as well as these terms - may lead to a disqualification of the Participant or the team.

Originality: Each Entry must be original, of the Participant's or Participant's teams own creation and newly designed during the Design Jam and must not have been entered in any other competition or program similar to the Design Jam. "Newly written" means that Participants cannot in any way copy any material or any concept that already exists, and submit it as part of an Entry. Entries may be

subject to a due diligence review at any time for eligibility and compliance with these Terms. Participant represents and warrants that the Entry is and will be Participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights or trademarks. Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against EPAM or any other person, on the grounds that any use of a Participant's Entry, infringes any of Participant's rights as creator of the Entry, including, without limitation, trademark rights, copyrights and moral rights or "droit moral."

Scoring of Entries: A panel with relevant expertise will be responsible for judging Entries. The decisions of the judges will be final and will not be subject to any review. In the event of a tie, the judges will deliberate to determine the winner and their decision will be final and not subject to review. Each Participant or at least one representative of a team must be available during the judging period to demonstrate the Participant's or team's Entry and each Participant or team may also be asked to demonstrate their Entry to all of the Participants and the judges. Failure to be available during the judging period will lead to disqualification of the Participant or team.

Right to Use Entries: Participant hereby agrees that EPAM and any member of the EPAM group of companies (the **"EPAM Group Company"** or ") will have all irrevocable, perpetual, global, sub-licensable rights to copy, edit, publicly display, publicly perform, broadcast, publish and use, and commercially exploit in whole or in part, any Entry, in any manner without further compensation during and after the Design Jam. At EPAM's request and expense, Participant will assist and cooperate with EPAM in all respects to execute documents in due time,and will take such further acts reasonably requested by EPAM to enable any EPAM Group Company to exercise the rights granted under this section. Each Participant acknowledges and agrees that EPAM or other Participants or third parties may have developed or commissioned works which are similar to the Entry of Participant or Participant's team, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the Entry of Participant or Participant's team.

Prizes and Awards: The prizes and awards to be awarded are as follows:

The Participant, or team of Participants whose Entry is awarded the highest score by the judges will receive prizes.

Publicity: By participating in the Design Jam, Participant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to Participant for advertising and promotional purposes, including without limitation, inclusion in EPAM's newsletters, EPAM's website at [www.epam.com] and any of EPAM's social media accounts without additional compensation.

Indemnity: To the extent allowed by law, you agree to release, indemnify, defend and hold EPAM and each EPAM Group Company, harmless, from any and all claims, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Design Jam or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond EPAM's control that may cause the Design Jam to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Design Jam; (v) any printing or typographical errors in any materials associated with the Design Jam; technical errors that may impair your ability to participate in the Design Jam; or (vi) errors in the administration of the Design Jam.

Disclaimer. To the extent allowed by law, EPAM will not be liable to you for any direct, special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with your participation in the Design Jam, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not EPAM has been advised of the possibility of such loss or damage.

General: The Design Jam is offered by EPAM, who is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. EPAM reserves the right, in its sole discretion, to cancel, modify or suspend the Design Jam in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Design Jam is compromised, without liability to the Participants. EPAM reserve the right to disqualify any Participant, as determined by EPAM, in its sole discretion.

These Terms are governed by the law of the Switzerland, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Design Jam or the Terms must be brought in courts at EPAM's place of business. EPAM’s failure to enforce any term of these Terms shall not constitute a waiver of that provision.

Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and EPAM. Participants will not receive any compensation from EPAM in connection with any Entries.