

HACKATHON - TERMS AND CONDITIONS

Sponsored by Goldman Sachs (“**Sponsor**”).

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

NO ENTRY FEE. The Hackathon begins at 8:00 AM EST and ends at 7:30PM EST on March 5, 2016.

Eligibility: The Hackathon is open to individuals (i) who are at least eighteen years old and (ii) who are invited by sponsors to participate in the Hackathon.

Participation in the Hackathon constitutes Participant’s full and unconditional agreement to and acceptance of these Terms and Conditions (“**Terms**”). The term “you” refers to you, the “**Participant**”.

Employees of Sponsor and its respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Hackathon period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Hackathon.

Your Participation:

You can participate either as part of a team of three (3) people or on an individual basis. Switching teams is not allowed. Sponsor is not responsible for, and will not assist in resolving, any disputes between team members. To participate, you must attend at the offices of Goldman Sachs at 200 West Street, New York, New York on March 5, 2016. You must make your own travel and accommodation arrangements and cover all associated costs and expenses. You, as a Participant will be required to do the following:

- The CodeGS challenge is to build a creative and innovative web component using APIs and integrations of your choosing. All students will receive a code base that will enable them to write a web component (Entry). Identical versions of the code base and tools will be provided to all Participants .
- 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 to participate.

Scoring of Entries:

A panel of 8 to 10 people with relevant expertise will be responsible for judging Entries.

The Entries will be judged according to the following criteria:

- (i) originality/creativity (20%);
- (ii) innovation (25%);
- (iii) analytical skills (10%);
- (iv) strategic thinking (15%) and
- (v) practical implementation (30%).

The Entry that earns the highest overall score will win. The decisions of the judges will be final. In the event of a tie, judges will deliberate to determine the winner. Judging will start at approximately 5pm EST on March 5, 2016 and continue until 7 pm EST on March 5, 2016. Each Participant or team must be available during the judging period to demonstrate the Participant’s or team’s Entry. Judging will be conducted in a “science fair” format, so judges may inspect Entries at any time during the judging period. Participants whose Entries are awarded the top three scores by the judges will also be asked to demonstrate their Entry to all of the Participants and the judges. The judging period may be extended by Sponsor for any length of time, in Sponsor’s discretion. If a judge or Participant identifies to Sponsor a conflict of interest, that judge will be recused from judging the Entry with the conflict and an alternate judge will be

identified as a substitution for the judge with the conflict. Each Entry must be original, of the Participant's or Participant's teams own creation and newly written during the Hackathon and must not have been entered in any other competition or program similar to the Hackathon, including other competitions conducted by Sponsor. "Newly written" means that Participants cannot in any way copy software code that already privately 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. Determination of eligibility and compliance is at the sole discretion of Sponsor. Sponsor reserve the right to disqualify any Entry if the Entry or a Participant or a Participant's team does not comply with these Terms.

Ownership of Entries: Participant represents and warrants that the Entry does not violate any agreement or obligation to any invention assignment, proprietary information, confidentiality, non-solicitation, noncompetition or similar agreement with any employer or other person. 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 the Sponsor, 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." Participant hereby assigns and transfers and agrees to assign and transfer to Sponsor all right, title, and interest in and to Participant's Entry and consequently Sponsor will have all rights to copy, edit, publicly display, publicly perform, broadcast, publish and use, in whole or in part, any Entry, in any manner without further compensation during and after the Hackathon. At Sponsor's request and expense, Participant will assist and cooperate with Sponsor in all respects to execute documents, and will take such further acts reasonably requested by Sponsor to enable Sponsor to acquire, transfer, maintain, perfect and enforce their intellectual property rights and other legal protections for the Entry. Participant hereby appoints the officers of Sponsor as Participant's attorney-in-fact to execute documents on behalf of Participant for this limited purpose. Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and Sponsor. Participants will not receive any compensation from Sponsor in connection with any Entries. Each Participant acknowledges and agrees that Sponsor 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 Participants whose Entries are awarded the top three (3) highest scores by the judges will receive a material prize to be disclosed on the day of the event

The odds of winning depend on the total number of eligible Entries received. No cash or other substitution of prizes is permitted, except at the sole option of Sponsors for a prize of equal or greater value. Sponsors will not replace any lost or stolen prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes.

Approximate value of the prize: up to \$500(U.S.).

Winners will be notified by 7 pm EST on March 5, 2016 and may be required to sign and return an affidavit of eligibility and publicity/liability release within seven (7) days of notification and if applicable will be issued a W-9 tax form. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner will be selected from remaining valid, eligible Entries timely submitted.

Publicity: Except where prohibited, by participating in the Hackathon, Participant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsor's newsletters, Sponsor's website at <http://www.goldmansachs.com>, and any of the Sponsor's social media accounts or outlets without additional compensation.

Indemnity: You agree to release, indemnify, defend and hold Sponsor and their parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Hackathon, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Hackathon or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Sponsor's control that may cause the Hackathon 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 Hackathon; (v) any printing or typographical errors in any materials associated with the Hackathon; technical errors that may impair your ability to participate in the Hackathon; or (vi) errors in the administration of the Hackathon.

DISCLAIMER. IN NO EVENT WILL SPONSOR 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 HACKATHON, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

The Hackathon is subject to federal, state, and local laws and regulations. The Hackathon is offered by Sponsor, which is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by e-mail 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.

Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Hackathon in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Hackathon is compromised, without liability to the Participants. Sponsor reserves the right to disqualify any Participant, as determined by Sponsor, in its sole discretion. These Terms are governed by the law of the State of New York, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Hackathon or the Terms must be brought in either the federal or state courts located in the New York, New York. Sponsor's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

Winner's List: For a list of winners, send an email message to code@gs.com with "Winner's list" as the email subject and Hackathon name specified in the body of the e-mail.