

Terms & Conditions

Maxar Spatial Challenge

Thank you for participating in the Maxar Spatial Challenge hosted by Maxar Technologies Holdings Inc., Arlula Pty Ltd and Consilium Technology Pty Ltd. These terms and conditions ("Agreement") constitute a binding legal agreement between you (the "Applicant", or the "Participant") and Maxar, Arlula Pty Ltd and Consilium Technology Pty Ltd with respect to the Maxar Spatial Challenge ("Competition"). In this agreement, the term "we", "us", "our" or "Organizers" refers to Maxar, Arlula Pty Ltd and Consilium Technology Pty Ltd, as applicable, and the term "you" refers to you, the entrant, both as an individual and as part of your team.

This competition is aimed at spreading scientific and technological works as well as developing information technology by giving awards to the winner/s as consideration of his/her/their works.

BY REGISTERING FOR THIS COMPETITION OR PARTICIPATING IN ANY WAY, YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH THIS AGREEMENT. PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT REGISTER FOR AND PARTICIPATE IN THIS COMPETITION AND DO NOT SUBMIT AN ENTRY.

THIS COMPETITION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW

1. OVERVIEW

The Competition is designed to encourage organizations and/or individuals within the geospace industry to develop innovative solutions to challenging issues faced in Australia using Maxar's Geospatial Big Data Platform ("GBDX Platform"), AWave Platform and the use of HD Imagery to process, analyze, and/or extract meaningful insights from Maxar satellite imagery and related data ("Licensed Content"). For the purposes of this Agreement, "HD Imagery" means Maxar's 30cm native resolution imagery processed in a manner to improve the visual clarity of the imagery to give it a 15cm processed resolution. The Competition will be conducted in the English language.

The Competition will take place online from July 15, 2020 to November 15, 2020

In the event of any changes/updates, please refer to our online collaboration platform that is set up for this challenge.

2. REGISTRATION

Interested persons and teams must register online via the Competition website during Step 1 (described below). Applicants must provide, at a minimum, their name, contact information, and other information to support his/her application to qualify for the Competition.

3. ELIGIBILITY

The Competition is open to both individuals and teams who are residents of Australia.

Applicants must be at least 18 years old, or the age of majority in the jurisdiction where they reside, whichever is older.

The following people are not eligible to participate:

- (a) individuals who are, or at any point since June 1, 2020, have been employed by (i) Maxar Technologies Inc., (ii) Arlula Pty Ltd, (iii) Consilium Technology Pty Ltd, or any of its direct or indirect affiliates or subsidiaries;
- (b) immediate family (spouse, parents, siblings, and children) and household members of any those employees or former employees; or

residents of countries other than Australia.

4. COMPETITION STEPS AND REQUIREMENTS

4.1 STEP 1– REGISTRATION FOR CHALLENGES

Step 1 will begin on July 15, 2020 and end on August 7, 2020. During Step 1, interested persons (“Applicants”) will register at the registration site identified in Section 2 above. During this Step, Applicants will submit a short description of their proposed project for the Competition. Working models or prototypes are not required at this stage.

Organizers will review the applications submitted during Step 1 and advance to Step 2 (“Participants”). In the event of overwhelming response, Maxar reserves the right to shortlist the total number of Participants based on the information provided in the application. Applicants are encouraged to provide as much details as necessary in their short description of their proposed project for the Competition. All Applicants will be notified via email on their status of their application, when the challenge proceeds to Step 2.

4.2 STEP 1 – TRAINING & MENTORING

Step 2 will begin on August 19, 2020 and end on October 15, 2020.

At the start of Step 2, the registered Participants will be provided with a free limited subscription to access the Maxar’s GBDX Platform and/or AWave Platform with the Licensed Content, subject to a subscription license agreement that will be provided to Participants at the beginning of Step 2. For HD Imagery, registered Participants are given access to the imagery required for their project.

Over the course of two months, Participants will use the GBDX and/or AWave Platform and/or HD Imagery to create, develop, test, and finalize their submission for the Competition. Participants will receive instructions, guidance, and coaching sessions through an online collaboration platform.

Participants must submit their final entry (“Entry”) on October 16, 2020 at 11:59 PM AEST. Late Entries will not be accepted, and incomplete Entries will be disqualified. Specific submission instructions will be provided to Participants in advance of the submission deadline.

Each final Entry must consist of:

- (a) a short video (maximum 120 seconds) link (to be uploaded in YouTube) that addresses the challenge as well as the value proposition of the solution; and
- (b) Maximum 2 pages conceptual proposal. Please ensure that your Entry is suitable for disclosure to general public as your Entry materials will not be kept confidential.

4.3 STEP 3 – FINAL EVALUATION

The judges will review all the complete Entries and select the winning projects.

4.4 STEP 4 – WINNERS ANNOUNCED

The winning projects will be disclosed after 1st week of November, 2020.

5. GENERAL SOLUTION REQUIREMENTS

Applicants will need to adhere to the following guidelines:

- (a) Required Components. You must use either Maxar GBDX Platform and/or AWave Platform and/or HD Imagery as part of your solution. You will be judged primarily on how you use the GBDX/A-Wave Platform/HD Imagery to process and propose an innovative idea/solution. The Licensed Content for GBDX/AWave Platform/HD Imagery that will be made available as part of this Competition is subject to change at any point before or during the Competition.
- (b) Other Technologies. You are allowed to use third-party code, libraries, SDKs, and APIs as long as these technologies comply with applicable law and you have the appropriate license rights.
- (c) Number of Submissions. Each team may only submit one Entry per challenge.

(d) Language. All materials related to your Entry must be in English.

We reserve the right to assess your eligibility and compliance with this Agreement at any point during the Competition.

6. JUDGING

The judges will consist of a panel from various industries. If a judge or Participant has a conflict of interest, they must identify the conflict to us and that judge will be recused from judging the Entry with the conflict. An alternate judge will be identified as a substitution for the judge with the conflict.

The judges will evaluate your Entry according to the following judging criteria, each of which will be scored on a scale of 100. In the event of a tie, judges will deliberate to determine the winner.

Criteria	Description	Percentage
Team	Equipped with the necessary skills and expertise. Includes creativity and originality of the proposal idea with clarity description, usability, design, and intuitiveness.	10 %
Problems/Opportunity	Directly support the Australian Mining, Agriculture and Urban Planning goals. Contribute to open derivatives and/or open algorithms.	20 %
Solutions	Includes the extent to which you effectively used or incorporated Licensed Content and the methodologies you applied. Uniqueness, quality, user experience and market validation of solution. Commercial Viability.	35 %
Competitive Advantage	Includes the extent to which the value provided to the user is realistically achievable with existing technologies within the near term; not vague or overly complex to the user, or reliant on a technology that is not yet on the market. Includes innovative use of AI, machine learning, technologies, analytics and high-resolution imagery.	35 %

Entries may be subject to a due diligence review for eligibility and compliance with this agreement or any other posted requirements. Determination of eligibility and compliance is at our sole discretion and may result in your disqualification. All judges' decisions are final.

7. PRIZES

Prizes will be awarded to the winning Entries submitted in the Competition across all challenges. All winning Entries may be directed to the same or different challenges. Organizers reserve the right not to award a prize in the event of an insufficient number of eligible entries meeting the minimum judging criteria as determined in Organizer's sole discretion. Organizers reserve the right to award additional prizes or giveaways with little or no notice.

You stand a chance to win:

- (i) Two (2) x 1st Prize: Cash Prizes equal to 5000 AUD or archive imagery equal to 10000 AUD (such archive imagery is subject to additional terms and conditions). Plus up to 3000 AUD Travel/Accommodation credits to attend ENGAGE APAC 2021
- (ii) Two (2) x 2nd Prize: Cash Prizes equal to 3000 AUD or archive imagery equal to 6000 AUD (such archive imagery is subject to additional terms and conditions).
- (iii) Two (2) x 3rd Prize: Cash Prizes equal to 1000 AUD or archive imagery equal to 2000 AUD (such archive imagery is subject to additional terms and conditions).
- (iv) Consilium Technology Spatial Data Scientist Internship; a paid 12-week internship awarded to a winning student-entry making use of GBDX or data science methods.*
- (v) Arlula Satellite Science Summer Internship: a paid 6-week summer work experience program at Arlula's Sydney office.*
- (vi) 21 hours of research support valued at 5000 AUD from the University of New England's Applied Agricultural Remote Sensing Center.
- (vii) Ten (10) 1-year subscriptions to Position Magazine.
- (viii) T-Shirts
- (ix) Tickets to Locate 2021's Opening Reception.
- (x) A Certificate of Recognition will be given to all winning Entries.

*To be eligible for the internships, the Participant(s) must be a current Australian university student recent graduate (no earlier than 1 January 2020). Where multiple students participate in a winning student-entry, organizer reserves the right to award the prize to a single student or provide multiple internships.

The prize money will be sent to the winning team within two months of the receipt of all necessary forms and identification and subject to compliance with applicable laws and regulations. Each recipient is solely responsible for paying income taxes (if any) on the awarded prize(s).

8. HOW YOUR ENTRY MAY BE USED

IF YOU DO NOT WANT TO GRANT US THESE RIGHTS TO YOUR ENTRY BELOW, PLEASE DO NOT ENTER THIS COMPETITION.

By submitting an Entry, you acknowledge that public, non-confidential disclosure of your final Entry and of any of your own unregistered intellectual property to any person, including but not limited to us, may adversely affect any rights (including precluding you from obtaining registered rights in a patentable invention) which might otherwise accrue in the final Entry or your own unregistered intellectual property rights. All information provided by you to us or to any Content Challenger or to any Participant will be treated by the parties as subsisting in the public domain.

Further, you hereby grant us an irrevocable, royalty-free, perpetual, worldwide rights and license to: (a) use, review, assess, test, and otherwise analyze your Entry and all its content in connection with the Competition; and (b) feature, display, or describe your Entry and its content for promotional purposes (including, but not limited to, in advertisements, press releases, presentations, and trade shows) in all media, now known or later developed. You also agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted. By granting this license, you do not transfer ownership of your Entry (or any part of it that you create or own).

You acknowledge that we, other entrants or others may have developed or commissioned materials similar or identical to your Entry, and you waive any claims you may have resulting from any similarities to your Entry.

You understand that we cannot control the information you disclose to us or our representatives in the course of participating in the Competition, or what we or our representatives will remember about your Entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By participating in the Competition, you agree that we may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you.

You understand that you will not receive any compensation or credit from us for use (other than the award that you may receive according to these terms) of your Entry in connection with this Competition. This provision does not limit any compensation you may receive through us or third parties as a result of your use or marketing or profiting from the prototype beyond this Competition or as provided in this agreement. We are not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry.

Please note that after the Competition you and/or your Entry may be publicized in advertisements related to the Competition. These advertisements may be distributed online and posted on our site or third-party websites.

While we reserve the rights set forth above, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry.

9. PRIVACY AND PUBLICITY

Information you submit to us when you participate in the Competition will be treated in accordance with our Privacy Policy. In addition, when you submit information on a website run by a third party in connection with this Competition, your information may be used by that third party in accordance with its privacy policy. The Maxar Privacy Policy can be viewed at: <https://www.maxar.com/privacy-policy>. In addition to the Privacy Policy, Maxar will comply with applicable law with regards to any personal data collected from you as a result of your Entry.

You may be filmed or photographed while you are participating in the Competition. Except where prohibited, by participating in the Competition, you agree that we may use free-of-charge your name, likeness, photographs, audio-

visual footage, comments, and any other record of your participation in the Competition for promotional purposes at any time and in any media.

10. REPRESENTATIONS AND WARRANTIES

By registering for or by submitting materials to this Competition, you represent and warrant that:

- (a) You are accepting the licensing terms and conditions of the use of GBDX, AWave or HD Imagery.
- (b) Your Entry does not violate the rights — including, but not limited to, patents, copyrights, trademark rights, trade secrets, confidentiality obligations, or other intellectual property or proprietary rights— of any third party.
- (c) Your Entry does not violate any applicable laws or regulations;
- (d) You have complied with the terms of this Agreement;
- (e) You have secured all rights necessary from third parties to submit the Entry.

11. OTHER GENERAL TERMS

- (a) Compliance Required. By registering and participating in the Competition, you indicate your full and unconditional agreement to this agreement and other instructions related to the Competition, as well as to our decisions regarding the Competition, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in this agreement. We reserve the right, in our sole discretion, to disqualify and seek damages from any individual or team who fails or failed to comply with any provision of this agreement, cheats, tampers with the operation of the Competition, or otherwise acts in a disruptive or inappropriate manner.
- (b) Changes. We may modify any provision of this agreement, at any time, by posting the updated agreement at Maxar Spatial Challenge website. You are responsible for checking this site regularly.
- (c) Contributing to the Competition or accepting prizes will constitute acceptance of the revised agreement.
- (d) Withdrawal. You may withdraw from the Competition at any time; if you withdraw from the Competition you will not be eligible to receive a prize.
- (e) Entire Agreement. This agreement prevails in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
- (f) We reserved the rights to impose any additional terms and conditions without any prior notices.

12. DISQUALIFICATION & SUSPENSION

The Organizer may, in its sole discretion, immediately disqualify any applicant or participant that:

- (a) Breaches (as reasonably determined by Maxar) this Agreement or the GBDX/AWave/HD Imagery Subscription Agreement(s) (as applicable);
- (b) Fails to comply with any of the representations and warranties in this Agreement;
- (c) Submits an Entry that is offensive or otherwise unlawful;
- (d) Violates third-party rights by submitting an Entry or otherwise participating in the Competition; or
- (e) Interferes with any other Applicant or Participant's Entries or ability to participate in the Competition.

The Organizer has the right to cancel or suspend the Competition with or without notice and for any or no reason.

The Organizer is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Competition.

13. LICENSING AND INTELLECTUAL PROPERTY RIGHTS

The Organizer does not claim or receive any other license or intellectual property right in anything you own prior to the Competition, or anything that you develop and submit as part of the Competition. To the extent that your Entry includes or relies upon the Maxar GBDX Platform and/or AWave Platform and/or HD Imagery, or the Licensed Content, Maxar retains all title and rights to the Maxar GBDX/AWave Platform/HD Imagery and Licensed Content, as applicable, and you do not receive any license or ownership rights in any of the Licensed Content or the Maxar GBDX/AWave Platform/HD Imagery except as specifically set forth in the Maxar GBDX/AWave/HD Imagery Subscription Agreement that will be provided to eligible Participants.

Nothing in this agreement shall be interpreted as granting you permission to use or display any of the Sponsor trademarks (including any logo or brand) or rights in any Licensed Content, or other intellectual property owned by the Organizer other than as expressly provided in this Agreement.

You agree to contact us for approval prior to promoting or publicizing your participation in and, if applicable, your winning the Competition, if such promotion or publication references or uses the organizers or other trademarks associated with this Competition.

14. DISPUTES & THIRD-PARTY RIGHTS

If you are an employee of a corporation, government agency, or an academic institution, you are responsible for ensuring that your participation in the Competition complies with any policies your corporation, agency, or institution may have regarding participation in contests of this type. If we have reason to believe that you violate any of those policies, we reserve the right to prohibit you from participating in the Competition or receiving a prize at any time. We are not responsible for any disputes arising between you and your employer.

15. DAMAGES, WARRANTIES, AND CONTRIBUTORY NEGLIGENCE.

(a) Damages at Large.

Any liability of any party to, and arising from, this Agreement for loss or damage is strictly limited to the sum of AUD \$10000.

(b) Implied Warranties.

Each party excludes all implied terms, representations and warranties whether statutory or otherwise, relating to the subject matter of this Agreement to the extent allowed by the law.

(c) Consequential Losses.

Neither party is liable to the other party for consequential or incidental damages, or loss of profits, revenue, goodwill or opportunities in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to this Agreement or the Competition.

(d) Contributory Negligence.

Each party's liability to the other party under this Agreement is reduced to the extent that any damages, liability, loss or costs arise from or are attributable to, any negligent act or omission of the other party or its officers, employees, agents or contractors.

16. GOVERNING LAW AND DISPUTES

(a) This Agreement and any dispute, claim or cause of action arising out of or in connection with this Agreement, whether contractual or not, is governed by the laws of Western Australia.

(b) The parties agree to submit to the exclusive jurisdiction of the courts of Western Australia, except as provided under clause 16(c).

(c) Any dispute, claim or cause of action arising out of or in connection with this Agreement, whether contractual or not, shall be submitted to arbitration in accordance with, and subject to, the Resolution Institute Arbitration Rules. The seat of Arbitration is Perth, Australia.

We are not responsible for, and will not assist in resolving, any disputes between teammates. We are not responsible for any dispute among teams or team Participants related to prizes or the allocation of prizes among team members.

17. SEVERABILITY

If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

18. ORGANIZERS

The Competition is jointly organized by Maxar Technologies Holdings Inc., Arlula Pty Ltd and Consilium Technology Pty Ltd

19. QUESTIONS AND FURTHER ENQUIRIES

For any feedback, questions or enquiries regarding the Competition or the prizes you can contact Maxar at MaxarSpatialChallengeTeam@digitalglobe.com.