

**TERMS AND CONDITIONS  
SAP CONCUR INNOVATION AWARDS CONTEST**

**NO PURCHASE NECESSARY TO ENTER.**

**CONTEST ENTRY PERIOD:** The SAP Concur Innovation Awards Contest (“Contest”) begins at 12:01 AM Pacific Time (“PT”) on October 4, 2021 and ends at 11:59 PM PT on November 19, 2021.

**ELIGIBILITY:** Contest is **solely** open to customers and partners of Concur Technologies Inc. (referred to herein as “SAP Concur” or as the “Sponsor”), prior to the start of the Contest. VOID OUTSIDE OF ARGENTINA, AUSTRALIA, AUSTRIA, BELGIUM, CANADA (EXCLUDING QUEBEC), CHILE, CHINA, COLOMBIA, CZECH REPUBLIC, DENMARK, EGYPT, ETHIOPIA, FINLAND, FRANCE, GERMANY, GREECE, HONG KONG, HUNGARY, INDIA, INDONESIA, IRELAND, ISRAEL, JAPAN, MALAYSIA, MEXICO, NETHERLANDS, NEW ZEALAND, NORWAY, PAKISTAN, PERU, PHILIPPINES, POLAND, PORTUGAL, REPUBLIC OF KHAZAKHSTAN, RUSSIAN FEDERATION, SINGAPORE, SOUTH AFRICA, SOUTH KOREA, SAUDI ARABIA, SPAIN, SWAZILAND, SWEDEN, SWITZERLAND, TAIWAN, THAILAND, TURKEY, UKRAINE, UNITED ARAB EMIRATES, UNITED KINGDOM, THE UNITED STATES, VENEZUELA AND WHERE PROHIBITED BY LAW.

Employees, directors, officers and agents of Concur Technologies Inc. and its parent company, subsidiaries, affiliates, advertising and promotion agencies, and members of their immediate families (parent, child, sibling and their respective spouses) or any other individual or company involved in the development or execution of the Contest (collectively referred to as “Contest Entities”) and/or those living in the same household of each (whether or not related) and any person in any way affiliated with or related to government entities, government officials or any other person or entity in the public sector are ineligible to play or win.

**CONTEST OBJECTIVE:** The Contest objective is to nominate your organization, (referred to hereafter as the “Nominated Organization”) by sharing its unique innovation story in managing travel and business expenses, and invoice processes, including conveying what embodies the digital innovation and purpose-driven business practices supported by SAP Concur.

For purposes of these Terms and Conditions, the Nominated Organization is the organization that is nominated and entered into this Contest. The Nominator is the person that entered the organization into this Contest.

If a Nominated Organization is not owned by the Nominator, it will be the sole responsibility of the Nominator to obtain permission from upper management within the Nominated Organization prior to submitting the Entry in this Contest. Any Entry that includes elements, including without limitation, quotes, copyrighted, trademarked, and/or supplemental materials, not owned by Nominator and/or the Nominated Organization, the Nominator must obtain permission to use such elements in conjunction with this Contest prior to submission of the Entry.

Either the Nominator or an employee appointed by the winning Nominated Organization will be the point of contact and representative for the Nominated Organization during the Winner clearance process. However, in the eventuality the Nominated Organization is declared a Winner, the Nominator may or may not be the person to receive the benefit of the prize, such person will be determined solely by the Nominated Organization's upper management or the department designated to oversee awards and/or prizes, in accordance with Nominated Organization's existing policy.

**HOW TO ENTER:** During the Contest Entry Period, visit <https://www.concur.com/en-us/innovation-award> ("Website") and follow all onscreen instructions to complete and submit the Entry Form, including answering all of the questions listed on the Entry Form (individually referred to as an "Entry", and collectively referred to as "Entries"). To qualify for judging, the Entry must be completed in its entirety and must be received by 11:59 PM PT on November 19, 2021. **Limit:** One (1) entry per Nominated Organization. For purposes of these Terms and Conditions, "receipt" of an Entry occurs when the Sponsor's server records the Entry information resulting from clicking the Website's "Submit" (or similar) button. Any automated computer receipt (such as an electronic notice confirming the Entry) does not constitute proof of actual receipt by Sponsor for purposes of these Terms and Conditions. Entries are subject to all notices posted online including but not limited to Sponsor's Privacy Policy. Sponsor is not responsible for any typographical, printing, or other errors; or for Entries that are late, lost, incomplete, misdirected, stolen, garbled, undelivered, delayed, damaged, and/or illegible or any combination thereof. All Entries submitted become property of the Sponsor and will not be returned, acknowledged or held "in confidence."

**ENTRY GUIDELINES:** Each Entry must be in English, and the Nominator must have an unrestricted right and have obtained the approval of the Nominated Organization to submit the Entry on behalf of the Nominated Organization.

Entries may not include profanity, sexually explicit or suggestive content, or content that (i) is violent or derogatory of any ethnic, racial, gender, religious, professional, or age group, or otherwise inappropriate content, as determined by the judges and/or Sponsor in their sole discretion, (ii) defames, misrepresents or contains disparaging remarks about the Sponsor, its products or services, or other people or companies, or violates the right of any third party, living or deceased, including without limitation publicity or any privacy rights; (iii) contains copyright, trademarks and/or logos owned by others, without first obtaining permission, to the extent permission is necessary; (iv) communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; (vii) violates any law; and/or (viii) depicts any activity which offends the public morals, embarrasses the Sponsor or violates the law of any jurisdiction. Sponsor reserves the right at its sole discretion to disqualify any Entry that it believes fails to comply with any provision of these Terms and Conditions.

By submitting an Entry, the Nominator acknowledges and agrees that Sponsor may receive many Entries in this Contest, and that such other entries may be similar or identical in theme, idea, format or other respects to Nominator's Entry and waives any and all claims Nominator and/or

Nominated Organization may have had, may have, and/or may have in the future that any Entries accepted, reviewed and/or used by the Sponsor may be similar too. The Nominator and Nominated Organization acknowledge and agree that the Contest Entities do not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the non-infringement or protection of any copyright, trademark, patent, or any other claimed right or interest in and to Nominator's Entry.

**GRANT OF RIGHTS:** By submitting an Entry, the Nominator and Nominated Organization hereby grants permission for the Entry to be posted on the Website as well as other Sponsor websites and social media pages and otherwise used in accordance with the rights granted herein. By submitting an Entry, the Nominator and Nominated Organization agrees and hereby grants to Sponsor and its successors, licensees and assigns an unlimited, perpetual, irrevocable, assignable, royalty-free, fully paid-up license to reproduce, distribute, perform, create derivative works of, edit, alter, display, exhibit, combine with other materials, exploit and otherwise use the Entry, and all elements embodied therein, in any manner and in any and all media now known or hereafter devised throughout the universe for any purpose whatsoever, including, without limitation, for commercial purposes, without compensation or notification to, or permission from the Nominator, Nominated Organization and/or any third party and hereby waives any moral rights in the Entry. Without limiting the generality of the foregoing, the Nominators and Nominated Organizations agree that the Released Parties (defined below) are not responsible for any unauthorized use of Entries by third parties and that the Releasees will have no obligation to make any use whatsoever of the Entry and they may cease using any Entry for any reason or for no reason at any time in their sole discretion.

**DETERMINATION OF WINNERS:** The Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor is under no obligation to disclose why an Entry has been disqualified other than the Entry was ineligible under these Terms and Conditions. Furthermore, the Sponsor reserves the right to not award any prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and qualified Entries during the Contest Entry Period. Sponsor's and Judges' decision is final and binding on all matters relating to this Contest.

**JUDGING:** All eligible Entries received during the Contest Entry Period will be judged by personnel from the Sponsor (collectively, the "Judges") using the following judging criteria: 1) positive impact on the Nominated Organization (35%); 2) innovation/differentiation (15%); 3) organization's growth/adoption/success (25%) and organization's use of SAP solutions (25%).

The top five (5) scoring Entries (subject to verification of eligibility and compliance with these Terms and Conditions) will be declared as Winners.

**TIES:** In the event of a tie, the Entry (from among the tied Entries) with the highest scores for "positive impact" will be declared as the Winner (subject to verification.) In the event of a further tie, the Entry (from among the tied Entries) with the highest score for 'organization's use of SAP solutions" will be declared as the Winner(subject to verification.). In the event of a further tie, the

Sponsor will determine the Entry (from among the tied Entries) and it will be declared a Winner. Each winning organization will determine which employee will represent the organization during the winner verification process and will also appoint the individual that will receive the benefit of prize.

**WINNER NOTIFICATION:** Each Winner organization will be determined on or about December 10, 2021 and will be notified via email within five (5) days of Judges determining the Winners. The Nominator (or designated employee) may be required to execute and return an Affidavit of Eligibility, Release of Liability and a Publicity Release (collectively the "Affidavit") on behalf of the Winner organization so it is received by Sponsor or its agent by the deadline time and date printed on notification or such Winner may be disqualified. Winners are responsible for notifying Sponsor of changes in email addresses. If an Affidavit or a prize notification is returned as undeliverable; or if a Winner has failed to execute and return the Affidavit by the deadline; or otherwise found to be ineligible; or cannot accept or receive the prize for any reason, including corporate policies; the corresponding prize will be forfeited and the Entry with the next highest score according to the judging criteria set forth above may be declared as the alternate Winner. Prizes will be awarded within thirty (30) days after receipt and verification of each Winner's completed prize documents.

**PRIZES & THEIR APPROXIMATE RETAIL VALUES ("ARV"):** **Five (5) Prizes:** Each confirmed Winner will be awarded: single occupancy hotel accommodations for four (4) nights (room and room tax only) at a hotel of Sponsor's sole determination; complimentary pass to attend an SAP Concur Event ("Event") for one (1) person; a \$1,000 SAP4Good donation voucher per winner; recognition at an SAP Concur event (subject to time and availability Event dates and location of Event will be announced to each Winner at a later date. Approximate Retail Value ("ARV") of each prize: \$4,086.00. Prize value is in U.S. currency. If actual value of prize is lower than the stated ARV when prize is procured and fulfilled, the difference will not be awarded in cash. **Prize does not include air and/or ground transportation. Winners are responsible for all transportation arrangements and payments.** All costs and expenses associated with the acceptance and use of the prize not specified herein as being awarded, including but not limited to, air transportation, ground transportation, meals, fees, gratuities, taxes, incidentals, service charges, upgrades or insurance are the sole responsibility of the individual accepting and using the prize on behalf of the winning Nominated Organization. No substitution of prize or portion of prize offered; no transfer of prize to another organization and/or person; and prize may not be redeemed for cash value, except by Sponsor, who reserves the right in its sole discretion to substitute prize or a portion of the prize with a prize of comparable or greater value.

Arrangements for the fulfillment of prizes will be made by Sponsor and/or its designated agent. Each individual accepting and using the prize on behalf of a winning Nominated Organization acknowledges that certain aspects related to the Event may be beyond the control of the Sponsor, and the Event is subject to being rescheduled, modified or cancelled. If the Event is postponed, canceled or has occurred, no compensation or substitution will be provided and the Sponsor shall have no further obligation any person and/or organization. If any of the social

engagement opportunities are not available, or if the employee appointed by the winning Nominated Organization does not attend the Event, and/or is not available for any of the social engagements as determined by Sponsor, Sponsor shall have no further obligations to such individual or Nominated Organization. Each individual accepting and using the prize on behalf of a winning Nominated Organization must comply with any security procedures or measures imposed by the personnel and/or its representative(s) at the Event, and/or any engagement opportunities. Sponsor and/or Event's personnel/representative(s) reserve the right in their sole discretion to suspend or cancel any Winner's attendance at Event and/or any engagement opportunities due to non-compliance with any security procedure or inappropriate behavior or misconduct.

***This prize is extended to you under the condition that your acceptance does not violate any applicable laws or policies within your organization. Public sector employees and/or government officials and SAP customers currently in an active competitive bid cycle with SAP are not eligible to receive prizes. Acceptance of this prize indicates that the recipient is neither public sector/government official or a customer in an active competitive bid with SAP. If you are unsure whether your acceptance may violate any such laws or policies, we strongly encourage you to seek advice from your ethics or compliance official. For organizations that are unable to accept all or a portion of this prize, and would like to pay for their own expenses, upon request, SAP will provide a reasonable market value and an invoice or other suitable payment process.***

**PUBLICITY GRANT:** Except where prohibited by law, entry and acceptance of a prize constitute permission for Sponsor and its agents to use each Winner's/organization's name, logo, prize won, Entry(ies), and statements for purposes of advertising and promoting the Contest, and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL CONDITIONS/RELEASES AND LIMITATIONS OF LIABILITY:** The Sponsor, Judges, and their respective parent companies, subsidiaries, affiliates, distributors, retailers, advertising and promotion agencies, and any other individual or company involved in the development or execution of the Contest, and all of their respective shareholders, employees, directors, officers, representatives and agents (collectively, the "Released Parties") are not responsible for lost, damaged, destroyed, stolen, late, mutilated, delayed, undelivered, inaccurate, misdirected or garbled Entries, and all such Entries will be ineligible and void. By participating, Nominators and Nominated Organizations agree: (a) to be bound by these Terms and Conditions; (b) to Sponsor's use of information and Entries supplied by Nominators for marketing purposes as allowed by law and consent given herein; (c) to indemnify and hold harmless Released Parties from any and all liability, claims, law suits, costs, expenses, fees, injuries (including personal injury or death), losses, and damages which may be sustained in whole or part, directly or indirectly in connection with Nominator's submission of the Entry and participation in the Contest, the receipt, ownership or use of a prize (if Nominator's Entry is determined a winning organization), and/or from Nominator and/or Nominated Organization's fraudulent or wrongful acts or omissions; (d) not to

sue Released Parties for any damages arising from a Nominator's submission of an Entry, participation in the Contest, or a Nominator's and/or Nominated Organization's acceptance of or use of a prize (if Nominator's Entry is determined a winning organization). Sponsor will have the sole right, in its sole discretion, to disqualify any Nominator and/or Nominated Organization for violation of these Terms and Conditions, or any applicable laws relating to the Contest and to resolve all disputes relating to the Contest. Released Parties are not responsible if Contest cannot take place; any prize cannot be awarded; or it would be impractical to perform any of the activities associated with the Contest due to travel cancellations, delays or interruptions resulting from acts of God, acts of war, natural disasters, weather or acts of terrorism, including the current pandemic, and whether resulting from the event or from related governmental orders, laws, regulations or other actions rather than by the force majeure itself.

Released Parties are not responsible for hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures or faulty transmissions or for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or Entry not received by Sponsor on account of technical problems or traffic congestion on the Internet, at a Website, or any combination thereof, or for any other errors of any kind relating to or in connection with the Contest, whether technical, mechanical, computer, network, printing, typographical, human or otherwise, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of any prize or any Contest-related materials, content or publications. Released Parties further disclaim any responsibility for any injury or damage to Nominator's, and/or Nominated Organization, or any other person's or company's computer related to or resulting from entering the Contest or downloading any material for the Contest, or other telecommunications malfunctions which may limit a Nominator's ability to participate. Sponsor in its sole discretion may disqualify any Nominator and/or Nominated Organization from participating in the Contest, refuse to award any prize, and require the return of any prize, if Nominator and/or someone from the Nominated Organization engages in any conduct Sponsor deem to be improper, unfair or otherwise adverse to the operation of the Contest or detrimental to other Nominators. Such improper conduct includes, but is not limited to, falsifying information required during Contest registration, prize claims, violating Contest Terms and Conditions, tampering with administration of this Contest, or intentionally trying to defraud, reverse engineer, disassemble, decompile or otherwise tamper with the computer programs on this Website. Each Nominator and Nominated Organization further acknowledges that the forfeiture of a prize and/or returning prize shall in no way prevent Sponsor from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or submission of entries, Sponsor reserve the right, in their sole discretion, to cancel, terminate, modify, extend or suspend the Contest. (If Contest is terminated, and a sufficient amount of eligible entries are received prior to termination, Sponsor will award the prizes from among all eligible and non-suspect Entries received up to time of such action.

In the event of a dispute over the ownership of or rights to the Entry the disputed Entry will be disqualified in the sole discretion of the Sponsor. Nominators and/or Nominated Organization (who are involved in the dispute) may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the potential winning Entry and/or that the Nominated Organization has approved of the Entry, its submission, and the terms and conditions of this Contest.

**CAUTION:** Any attempt by a Nominator, Nominated Organization or any person to deliberately damage the web site or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages (including attorneys' fees) from any such Nominator, Nominated Organization or person to the fullest extent of the law; including criminal prosecution. In the event that any legal or regulatory authority challenges the Contest, the Sponsor reserves the right to discontinue or modify the Contest, or to disqualify participants residing in the affected geographic areas. In such event, Sponsor shall have no liability to Nominators and/or Nominated Organizations who are disqualified due to such an action.

**Disputes:** Except where prohibited, each Nominator and Nominated Organization agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Washington or the appropriate State Court located in Washington; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Nominator and/or Nominated Organization be permitted to obtain awards for, and Nominator and Nominated Organization hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Nominator, Nominated Organization and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

**WINNERS' LIST:** For a list of winners, send a self-addressed stamped envelope by December 30, 2021 to: SAP Concur Innovation Awards Contest, ATTN: A.W., c/o: Concur Technologies Inc., 601 108<sup>th</sup> Avenue NE, Suite 1000, Bellevue, WA 98004 USA.

**SPONSOR:** SAP Concur Innovation Awards Contest, ATTN: A.W., c/o: Concur Technologies Inc., 601 108<sup>th</sup> Avenue NE, Suite 1000, Bellevue, WA 98004 USA