

PROSPER 25 TERMS & CONDITIONS

1. *General.* For purposes of these Terms & Conditions, “Prosper” means Prosper Association, LLC; or any of Prosper Association, LLC’s respective parent companies, affiliates, subsidiaries, successors, and assigns, or the respective officers, directors, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities, to the extent that Prosper Association, LLC authorizes foregoing entities and persons to represent or bind Prosper Association, LLC. Any conflict between these Terms & Conditions and the terms of the Prosper 25 Award Criteria, Application, or other applicable materials and communications made by Prosper shall be resolved by the sole, absolute, and non-contestable discretion of Prosper.
2. *Application Submission & Privacy.* Applicant Companies shall submit Applications in accordance with the dates and other terms of the Prosper 25 Award Criteria, Application, Terms & Conditions, and other applicable communications made by Prosper. Prosper is not responsible for lost or misplaced Applications, nor for technical difficulties associated with submitting and receiving Applications. Applications become property of Prosper upon Applicant Company’s submission of Application to Prosper. Prosper will keep Applicant Company’s information contained in Application confidential, but reserves the right to publicly disclose the following: (a) that each Award recipient has fulfilled all of the criteria and requirements set forth in Application, these Terms and Conditions, and other applicable Application materials and communications (“Criteria & Requirements”); (b) the names of solution providers and outsourcing organizations each Award recipient uses, as disclosed in the Award recipient’s Application; and (c) any other information permitted by these Terms & Conditions, including that which is permitted by the Licensing provisions below.
3. *Licensing.* By submitting an Application, Applicant Company agrees to grant to Prosper a fully paid, royalty-free, irrevocable license to use, publish (including, but not limited to, hard copy print, Internet, email, social media, etc.), record, reproduce, broadcast, and/or distribute, the Applicant Company’s appearance, name, likeness, and identity as an applicant, participant or an Award recipient (in the event that Applicant Company is selected as an Award recipient) for Prosper’s business purposes, advertising and publicity.
4. *Application Review Process & Decisions.* Applications for the Prosper 25 Award will be reviewed by a panel of former Amazon insiders and e-commerce media professionals (“Panel”). Panel will be appointed by Prosper and will be administered under the direction of Prosper. Panel will select Award recipients from among the Applicant Companies according to the Criteria & Requirements, at Panel’s discretion. Applicant Company’s submission of Application does not guarantee that Applicant Company will be selected for Prosper 25 Award, even if Applicant Company fulfills Criteria & Requirements. Prosper reserves the right to modify the number of Award recipients; Prosper makes no guarantee that exactly twenty-five (25) Award recipients will be selected. Prosper reserves the right to contact Applicant Company directly for questions or clarification regarding any information contained in Applicant Company’s Application.
5. *Finality of Decisions.* Decisions made by the Panel are final and non-contestable.

6. *Terms, Dates, and Locations Subject to Change.* At any time and without notice, Prosper reserves the right to modify, cancel, or withdraw the terms of the Prosper 25 Award Criteria, Application, these Terms and Conditions, and other related Application materials and communications, at Prosper's sole and absolute discretion. Accordingly, all deadlines, dates, and locations referred to in the Prosper 25 Award Criteria, Application, these Terms & Conditions, and other applicable Application materials and communications are subject to change at any time and without notice, at Prosper's sole and absolute discretion. Prosper is not liable for any cancellation or changes in dates or location of the PROSPER Show, regardless of whether cancellation is caused by Prosper, or by other conditions.
7. *No minors.* No persons younger than 18 years of age shall be permitted to submit Application and related materials on behalf of Applicant Company.
8. *Miscellaneous.* Prosper is not liable for any injuries, losses, claims or damages of any kind, including incidental or consequential damages, associated with or related to the Application, selection and review process, Award and participation, including those caused by or related to Award recipients' attendance and travel to the PROSPER Show. In addition, Prosper is not liable for any injuries, losses, or damages of any kind associated with any printing, typographical or technological errors in any materials associated with the application process.

The PROSPER Show and the PROSPER 25 Awards are not sponsored by or affiliated with Amazon.com LLC or any of its business subsidiaries.