

**MAYFIELD AI GARAGE SHE PITCHES, SHE WINS CONTEST  
OFFICIAL RULES**

***THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR (AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.***

***BY ACCEPTING THE TERMS AND CONDITIONS IN THESE OFFICIAL RULES ON BEHALF OF A STARTUP (AS DEFINED BELOW), YOU REPRESENT AND WARRANT THAT: (A) YOU HAVE FULL LEGAL AUTHORITY TO BIND THE RESPECTIVE STARTUP TO THESE OFFICIAL RULES; (B) YOU HAVE READ AND UNDERSTAND THESE OFFICIAL RULES; AND (C) YOU AGREE, ON BEHALF OF THE RESPECTIVE STARTUP, TO THESE OFFICIAL RULES. ANY VIOLATION OF THESE OFFICIAL RULES MAY RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED.***

The Mayfield AI Garage She Pitches, She Wins Contest (the “Contest”) begins at 12:00 a.m. PT on March 10, 2025 (the “Contest Start Date”) and ends at 11:59 p.m. PT on May 2, 2025 (the “Contest End Date”). The Contest is sponsored by Mayfield Fund, L.L.C. (the “Sponsor”). The Contest is open to all early-stage startup companies that meet the eligibility criteria in Section 3 below (each, a “Startup”), with applications to be submitted on behalf of each such Startup by a chief executive officer or founder of such Startup who meets the eligibility criteria in Section 3 below (each, an “Applicant”). The Contest is not open to individuals.

**1. HOW TO ENTER:** There are three (3) phases of the Contest.

In Phase 1, an Applicant may enter a Startup (each such Startup entered into the Contest in accordance with these Official Rules, a “Participant”) in the Contest by paying a \$199 submission fee and completing and submitting the online application available at <https://app.demoday.pro/events/1090/> which requires, among other things, submission of the Applicant’s contact information and LinkedIn profile and the Participant’s name, company stage, website, description of any funding received by the Participant to-date, description of product and/or service offerings, address, and an explanation of the problem the Startup is trying to solve, including a description of the Startup’s market, competitive landscape, business objectives and market potential (the “Submission”). All Submissions must be submitted to Sponsor by April 4, 2025 (the “Submission Deadline”). **THE APPLICANT MUST PAY A SUBMISSION FEE OF \$199 TO TIE SILICON VALLEY (“TIE”) TO ENTER THE CONTEST (IN ADDITION TO THE ENTRANCE FEE PAID TO ATTEND THE CONFERENCE (AS DEFINED BELOW) AS SET FORTH AT <https://tiecon.org/registration/> (the “Conference Pass”)).**

In Phase 2, after a panel of qualified judges determined by Sponsor (the “Panel”) has selected the Phase 1 Finalists (as defined below), such Phase 1 Finalists will be required to present a two-minute pitch, describing the Phase 1 Finalist’s business, including an overview of the Phase 1 Finalist’s products and/or service offerings, the market potential, the competitive landscape and the founding team (the “Pitch”). The Pitch will take place over Zoom during the week of April 14, 2025, at a time and date reasonably selected by Sponsor. If any Phase 1 Finalist does not present the Pitch at such time and date, such Phase 1 Finalist will be disqualified.

In Phase 3, after the Panel has selected the Phase 2 Finalists (as defined below), such Phase 2 Finalists will incorporate the feedback received from the Panel during Phase 2 into a revised Pitch (the “Revised Pitch”) and will present the Revised Pitch in person at TiEcon 2025 at the Santa Clara Convention Center in California (the “Conference”) on May 2, 2025, on the main stage, at a time reasonably selected by Sponsor. If any of the Phase 2 Finalists does not present the Revised Pitch at such location and at such time and date, such Phase 2 Finalist will be disqualified and will not be eligible to receive the prize.

One entry per Participant. In the event that more than one Applicant submits a Submission on behalf of a Startup, then the Submission that is first received by Sponsor shall constitute the sole entry on behalf of the applicable Startup. Participation in the Contest is voluntary. No illegible, incomplete, forged or altered entries will be accepted. All entries become the property of Sponsor and will not be returned. All entries are subject to Sponsor’s privacy policy located at <https://www.mayfield.com/mayfield-privacy-policy/>.

**2. PRIZE:** The Winner (as defined below) will receive (i) a one-time payment of \$50,000 as a cash prize payable to the Applicant’s startup company within 60 days of May 2, 2025, (ii) mentorship meetings with the Sponsor, scheduled at a time mutually agreed by the Winner and the Sponsor, (iii) access to NVIDIA’s Inception Program for startups at NVIDIA’s sole discretion, (iv) marketing and media exposure through TiE’s global network, (v) feedback from a panel of experienced entrepreneurs and investors from TiE and Sponsor regarding the Winner’s Pitch, and (vi) the ability to use a 2-person cubicle provided by TiE for three (3) months and located at 480 California Ave., Palo Alto, CA as office space, as and when reasonably specified by, and in accordance with any rules instituted by, TiE. Odds of winning are affected by the number of eligible entries received by the Submission Deadline. The Winner will be solely responsible for all other expenses not specifically set forth herein. Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. In order to receive a prize, the Winner is required to provide proof of eligibility, including name, age, address and date of birth of the Applicant and corporate records of the Participant. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the Winner. All entrants agree that information provided by Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional.

**3. ELIGIBILITY:**

*Participant Eligibility.* The Contest is only open to Participants who (a) are a women-led Startup with one woman as a member of the founding team, (b) are beyond the ideation stage, (c) focus on artificial intelligence-first software-as-a-service products, (d) are headquartered in the United States, (e) incorporated as a Delaware c-corporation, and (f) are in current and ongoing good standing under all applicable federal, state and local laws, rules and regulations. The following organizations are not permitted to participate in the Contest and will not be deemed an “eligible Participant”: (i) organizations that practice discrimination by race, creed, color, gender, sexual orientation, age or national origin; and (ii) organizations affiliated with political parties, political candidates and/or political lobbyists.

*Applicant Eligibility.* The Contest is only open to Participants who are entered by an Applicant who (a) is a founder, chief executive or product leader of the Participant, and a duly authorized representative of the Participant; and (b) has purchased a Conference Pass. Applicant represents and warrants that (i) the Participant is eligible to participate in the Contest, (ii) the Applicant has legal authority to bind the Participant to these Official Rules, and (iii) the Applicant is at least 18 years old. If the Applicant does not agree and/or does not have the legal authority to agree to these Official Rules, neither the Applicant nor the respective Startup may enter the Contest. Employees, independent contractors, officers, and directors of Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest.

THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations. Sponsor may immediately disqualify any Participant if such Participant, or its Applicant or the Submission provided on its behalf violate any terms of these Official Rules, including the foregoing eligibility requirements, in Sponsor's sole discretion.

**4. SELECTION OF WINNER:** The Panel will review all eligible Submissions after the Submission Deadline and select the twenty (20) finalists from the eligible Participants with the twenty (20) highest-scoring Submissions (such Participants, the "Phase 1 Finalists") based on the following criteria that will be weighed equally:

- Participant's potential impact on AI technology developments;
- Scalability of Participant's business; and
- Feasibility of implementing Participant's business objectives.

In the event of a tie between two or more Participants during Phase 1, the Participant whose Submission received the highest score for Participant's potential impact on AI technology developments, as determined by the Panel in its sole discretion, will be deemed the Phase 1 Finalist as among the tied Participants. Each of the Finalists will be notified by TiE using the email address provided when the Applicant entered the Contest on behalf of Participant. Such notification will occur on or about April 21, 2025. The selection of the Phase 1 Finalists is subject to the Sponsor's reasonable diligence to verify the Winner has complied with the eligibility criteria set forth in Section 3, and Participants must reasonably cooperate with Sponsor in connection with such diligence.

Thereafter, the Phase 1 Finalists will participate in Phase 2 of the Contest as outlined above. The Panel will select the top six (6) Phase 1 Finalists with the highest-scoring Pitch (such Phase 1 Finalists, the "Phase 2 Finalists") based on the same criteria set forth above. In the event of a tie between two or more Participants during Phase 2, the Participant whose Submission received the highest score for potential impact on AI technology developments, as determined by the Panel in its sole discretion, will be deemed a Phase 2 Finalist as among the tied Participants. The Phase 2 Finalist will be notified by TiE using the email address provided when the Applicant entered the Contest on behalf of Participant. Such notification will occur on or about April 28, 2025.

Thereafter, the Phase 2 Finalists will present the Revised Pitch in person on May 2, 2025, as outlined above. The Panel will select one Phase 2 Finalist with the highest-scoring Revised Pitch as the winner (the "Winner"), as determined based on the same criteria set forth above. The Sponsor will notify the Winner at the Conference on-stage directly following the presentation of the Revised Pitches by the Phase 2 Finalists at the Conference. Sponsor will also notify the Winner of the other steps that need to be taken for proper acceptance of the prize by the Winner. In the event the Winner does not accept a prize, the Winner is ineligible, or the prize or prize notification is not deliverable, an alternate Winner may be selected. Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the Winner. The Panel's decisions are final and binding. The Winner agrees to Sponsor's use of its and its Applicant's name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the Winner and associated Applicants may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

**5. CONDITIONS:** Sponsor and TiE and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (b) telephone,

electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (f) any printing or typographical errors in any materials associated with the Contest. Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention, force majeure event or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. As used herein, an event of force majeure shall be deemed to include, without limitation, an act of God; pandemic; war, riot or civil commotion; terrorism; fire; casualties; utility failure, boycott; labor dispute, strike or stoppage (including a strike by the members of any union); an act of any federal, state or local authorities; or any other similar or dissimilar act beyond Sponsor's reasonable control. In the event that proper administration of the Contest is prevented by such causes as contemplated above, Sponsor shall be relieved of its executory obligations with regard to awarding the prizes or any portion thereof (except to the extent such obligations may not be relieved pursuant to applicable laws). By participating in the Contest, Applicants, Participants and Winner agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or Participant's right of publicity. The Contest shall be governed by California law.

**6. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

**a. Agreement to Arbitrate:** This Section is referred to as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to this Agreement or the Contest, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. You agree that, by agreeing to this Agreement, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Notwithstanding the foregoing, this Arbitration Agreement shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Arbitration Agreement.

**b. Prohibition of Class and Representative Actions and Non-Individualized Relief:** You and Sponsor agree that each may bring claims against the other only on an individual basis and not as plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Sponsor agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

**c. Pre-Arbitration Dispute Resolution:** Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing Sponsor's support team at [tmaniar@mayfield.com](mailto:tmaniar@mayfield.com). If such efforts prove unsuccessful,

a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Sponsor should be sent to Tejas Maniar c/o Mayfield Fund, L.L.C., 2484 Sand Hill Road, Menlo Park, CA 94025 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If you and Sponsor do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Sponsor or you is entitled.

**d. Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Commercial Arbitration Rules (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless you and Sponsor agree otherwise, any arbitration hearings will take place in San Francisco, California. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**e. Costs of Arbitration:** Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

**f. Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**g. Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.

**7. WINNER LIST:** To obtain the name, city and state of the Winner, send a separate self-addressed, stamped envelope marked “Mayfield AI Garage She Pitches, She Wins Contest Winner List” to Sponsor. Requests for Winner list must be received no later than 90 days from the Contest End Date (residents of Vermont and Washington need not include return postage).

**8. SPONSOR:**

Tejas Maniar  
c/o Mayfield Fund, L.L.C.  
2484 Sand Hill Road  
Menlo Park, CA 94025

**9. NOTICE:** Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

**10.** Copyright © 2025 Mayfield. All rights reserved. Mayfield and the associated logos are trademarks of Mayfield. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.