

2021 Hackaday Prize Official Rules

NO PURCHASE NECESSARY TO ENTER OR TO WIN. ALL NATIONAL, FEDERAL, STATE, PROVINCIAL, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. **SPONSOR.** The 2021 Hackaday Prize competition (the “**Contest**”) is sponsored by Supply Frame, Inc. (“**Sponsor**”), 61 S Fair Oaks Ave Suite 200, Pasadena, CA 91105.
2. **ELIGIBILITY.** Subject to the additional restrictions below, the Contest is open to legal residents of the fifty (50) United States and the District of Columbia, Canada (excluding Quebec), the United Kingdom, and wherever else the Contest is not prohibited or restricted by law. The Contest is not open to residents of Puerto Rico, Quebec, Cuba, Iran, North Korea, Sudan, Syria, or any jurisdiction where the Contest would be restricted or prohibited by law. Participants must be at least 18 years of age (or the local age of majority where they live, if higher) at the time of registration, except that minors age 13 or older may participate by obtaining the consent of a parent or legal guardian as described below, as long as such participation is not prohibited or restricted by law where the minor lives.

Projects that were selected as semifinalists in previous presentations of The Hackaday Prize are not eligible for entry in this Contest, however, the contestants who developed those projects may enter with a substantially different project, provided they are otherwise eligible under these Official Rules.

Existing projects, or projects that were entered in previous presentations of The Hackaday Prize but did not advance to at least the semifinal round, are eligible for submission as entries in this Contest with the following restrictions:

- i. A new Project Page must be created.
- ii. The project must be significantly different from when previously entered and show meaningful development from the last submission.

Internet access, a YouTube, Vimeo, or Youku account; as well as a personal and project profile page on hackaday.io are required to participate. Employees, representatives, agents, directors, officers, and contractors of Sponsor, and its parents, subsidiaries, and affiliated companies, as well as the family members of, and any persons domiciled with, any such excluded individuals, are not eligible to enter the Contest. The term “family members” includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.

For purposes of these 2021 Hackaday Prize Official Rules (“**Official Rules**”), “**Participant**” shall mean any individual who is participating in the Contest. In the event

a submission is submitted by a team, each team member shall be considered a "Participant."

3. DATES AND TIMING.

i. **Contest Period:** The Contest begins 07:01 a.m. P.D.T. on May 18, 2021 and ends the later of (i) November 19, 2021 or (ii) when all the winners are announced.

ii. **Challenge Rounds Entry Periods:**

Challenge Round 1: Entry period begins 7:01 a.m. P.D.T on May 18, 2021 and closes 07:00 a.m. P.D.T on June 14, 2021.

Challenge Round 2: Entry period begins 07:01 a.m. P.D.T on June 14, 2021 and closes 07:00 a.m. P.D.T on July 19, 2021.

Challenge Round 3: Entry period begins 07:01 a.m. P.D.T on July 19, 2021 and closes 07:00 a.m. P.D.T on August 23, 2021.

Challenge Round 4: Entry period begins 07:01 a.m. P.D.T on August 23, 2021 and closes 07:00 a.m. P.D.T on September 27, 2021.

Challenge Round 5: Entry period begins 07:01 a.m. P.D.T on September 27, 2021 and closes 07:00 a.m. P.D.T on October 27, 2021.

iii. **Final Round:** Entry period begins 07:01 a.m. P.D.T. on October 27th, 2021 and closes 07:00 a.m. P.D.T. on November 7, 2021.

iv. **Announcement of Challenge Round Results:**

Challenge Round 1: On or around June 21, 2021

Challenge Round 2: On or around July 26, 2021

Challenge Round 3: On or around August 30, 2021

Challenge Round 4: On or around October 4, 2021

Challenge Round 5: On or around November 1, 2021

v. **Announcement of Final Round Results:** On or around November 19, 2021

Participants will advance as described below until the Contest ends with the announcement of the prize winners on or around November 19, 2021. Sponsor's application system is the official time keeping device for the Contest.

4. HOW TO ENTER.

The purpose of the Contest is to encourage Participants to develop solutions to address technology issues facing humanity today.

The first stage of the Contest will consist of five (5) Challenge Rounds, each with a different theme that is described in more detail below. Participants may enter the Contest during any of the Challenge Rounds based on the applicability of their project to the challenge theme. Up to ten (10) entries from each Challenge Round will be chosen to advance to the Final Round. Participants must complete the requirements for at least one (1) Challenge Round to be eligible for the Final Round. A submission may be entered to any or all of the Challenge Rounds as long as it meets the requirements and

addresses the appropriate theme for each Challenge Round in which it is submitted. All submissions must be in English and must comply with any specified requirements.

- i. **Challenge Rounds:** The steps listed below must be completed by the applicable Challenge Round close date (listed above) for a submission to be considered.

Required for ALL Challenge Round Entries (Challenge Rounds 1-5):

- a. Personal Profile. Create a personal profile on hackaday.io, completing all required fields and following all instructions (“**Personal Profile**”) (required of each Participant, including each member of a team).
- b. Project Profile. Create a project profile on hackaday.io, completing all required fields and following all instructions (“**Project Profile**”).
 1. Discuss the challenge the project addresses.
 2. Discuss how the project will alleviate or solve the problem that the project addresses.
 3. Publish at least one (1) image illustrating how the project might be used. This may be a sketch, schematic, flow chart, rendering, or other type of image.
 4. Link to any repositories (e.g., Github).
 5. Document all open-source licenses and permissions as well as any applicable third-party licenses/restrictions.
 6. Submit the project to the 2021 Hackaday Prize using the “Submit project to...” option found on the published Project Profile.

Challenge Round Themes

Challenge Round 1 (Rethink Displays): Build a hardware solution that explores new display technologies or repurposes older ones, and redefines how displays connect us to one another or make remote communication more accessible.

Challenge Round 2 (Refresh Work-From-Home Life): Build a hardware solution for workspace ergonomics, to improve productivity, or anything else that transforms the concept of a multipurpose workspace. Your design should make it easier to work from home or achieve a healthier work-life balance.

Challenge Round 3 (Reimagine Supportive Tech): Build a hardware solution that makes electronic devices more accessible to people with varying ranges of mobility, or that makes engineering education more accessible. Your solution should make it easier for others to build electronics or make electronics devices more accessible, modular, hackable, or affordable.

Challenge Round 4 (Redefine Robots): Build a robot or robotic module that redefines the future of robot-human interaction. How can robotic companions or assistants help us thrive in this new normal? Put forth an interesting method that brings humans and computers together and makes it easier for people to include this technique in their projects. Robotics modules include things that make robots move, sense, interact, or think.

Challenge Round 5 (Wildcard): Choose a challenge facing the world today and build the best hardware module or device possible for the boldest solution you can envision. Showcase your design from start to finish, including aspects of system design, manufacturing challenges and choices, as well as a plan for deployment.

- ii. **Final Round:** By 07:00 a.m. P.D.T. on November 7, 2021, complete the following steps:
 - a. Build a working prototype of your project.
 - b. Create a video, between two (2) minutes and five (5) minutes in length, that shows a working prototype. The video should describe the challenge it addresses and demonstrate how it facilitates the solution. The video does not need to be “studio quality,” but it should “sell” the project to non-technical viewers. Upload the video to YouTube, Vimeo, or Youku and tag the video with the keyword: HackadayPrize. Add the video link to the “Contest Entry Videos” section of your Project Profile found by clicking “Edit Project”. Here is a graphic example of the video link submission section: <https://goo.gl/qarDfo>
 - c. Project Profile: On the Project Profile:
 1. Link to the video
 2. Post high-resolution photos of the project inside and out
 3. Update and add detail to information entered during the Challenge Round
 4. Show at least ten (10) Project Log updates or at least ten (10) Build Instructions updates
 5. Post a components list that is complete with a bill of materials for one unit
 6. Post reproducible build instructions
 7. Post complete schematics and documented input and output requirements and specifications for your module/design
 8. Publish all design files including Gerber files (req – RS274 / RS274X), STL files (opt), netlist (opt), nc drill files (req – human readable), ODB++ (opt), STEP (opt), PCB files (opt), or any other design files

Entry of Minors: Prior to starting on any of the entry requirements for any Challenge Round, a prospective Participant age 13 through 18 (or age 13 through the legal age of majority where the prospective Participant lives, if higher than 18) must contact prize@hackaday.com for instructions on obtaining the verifiable consent of a parent or legal guardian to enter the Contest. The prospective Participant and his or her parent or legal guardian must complete all instructions for the prospective Participant to be eligible to participate.

Other Entry Terms: Consistent with the agile and collaborative nature of hardware hacking, Sponsor may decide that reasonable modifications to entry, judging or other criteria (for example, additional clarification or detail for submission requirements) are appropriate for the Contest to run smoothly and to help the Participants make their best contributions to the hardware hacking community. Sponsor reserves the right to modify or supplement these Official Rules, and to communicate such modifications or supplements to Participants, as Sponsor deems reasonable. Additional material may be requested from the Participants after their submission is made to assist with the selection of finalists and winners. Requests will be made via email using the contact information provided in the submission. Participants are required to respond promptly to any such requests and in no event later than five (5) business days from the send date of the request, or else they will risk disqualification from the Contest.

A Participant may submit more than one project, but must create a Project Profile and fulfill all entry requirements for each project. Each project submission will be evaluated independently.

The use of multiple identities for Personal Profiles is prohibited. Incomplete, forged, altered, automated, lost, late, misdirected, garbled, or illegible submissions, or submissions that do not meet stated size, formatting or other requirements will not be considered. In the event of a dispute, submissions will be deemed to have been submitted by the owner of the hackaday.io account from which a submission was made, provided that such person satisfies all other Contest eligibility requirements. If there is a dispute as to the identity of that person, the authorized account subscriber of the email address used to register for the user account will be deemed the owner. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses.

Any questions regarding the eligibility or appropriateness of any submissions, including videos, for consideration in the Contest shall be resolved by Sponsor in its sole discretion. Sponsor reserves the right in its sole and unfettered discretion to disqualify any submissions by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Contest. Sponsor reserves the right to disqualify Participants whose submissions are frivolous or fail to meet applicable requirements.

5. **COMPETITION CRITERIA AND WINNER SELECTION.** Project submissions will be evaluated at each stage as described below until prize winners are chosen. At each stage, submissions will be evaluated on the basis of the Project Profile. Any content or material not reflected on the Project Profile will not be considered. If a submission is disqualified or fails to progress to the next stage, the Participant or team will not have the opportunity to resubmit the project for prize consideration during the Contest.

Challenge Rounds 1-5: At the close of each Challenge Round, Sponsor will select the top ten (10) submissions from such Challenge Round to advance to the Final Round (fifty (50) submissions in total) based on the following four (4) evenly-weighted criteria:

- i. Is this a unique solution to a particular challenge facing the world today?
- ii. How thoroughly documented were the design process & design decisions?
- iii. How easily can this design be implemented by other people in future projects?
- iv. How complete is the project?

Final Round: At 07:00 a.m. P.D.T. on November 8, 2021, Sponsor will snapshot each Challenge Round winner's Project Profile for Final Round evaluation. A panel of qualified judges will select the five (5) top Challenge Round winner submissions based on the five (5) evenly-weighted criteria described below:

- i. Concept- Is the project creative, original, functional, and pushing boundaries? Does the project effectively address the selected challenge?
- ii. Design- Is there a depth of design detail available (like a system design, CAD models, project test methods, etc)? Is there base-level planning for the functionality (eg: functional block diagram, list of specifications and how they will be met, etc.)? How user-friendly is the design?
- iii. Production- Is the project reproducible (consider materials, skills, and processes)? Are the manufacturing processes detailed? Are those processes realistic for scalability?
- iv. Benchmark- How well is the project impact and viability demonstrated? Are estimated costs realistic? Are direct, indirect, and future competitors clearly identified?
- v. Communication- How thoroughly have the final round requirements been completed? How well documented is the project? How "Open" is the design?

Subject to verification of eligibility with these Official Rules, the five (5) top submissions will be ranked by their score, with each place in the ranking determining which of the five (5) Final Round prizes in Section 9 ("**Prizes**") will be awarded.

All ties will be broken by a different panel of judges. If there is a further tie, the winner will be decided based on the creativity exhibited by the entry.

6. **RULES FOR SUBMISSIONS.** All content provided by a Participant (including all Participant teammate(s)) in connection with the Participant or team's participation in the Contest including, without limitation, any ideas, designs, plans, images, videos, music, prototypes, software, source code, logos, names, or any other intellectual property ("**Project Content**"), must be (a) the original content of the Participant and/or Participant's teammate(s), or (b) third-party content for which the Participant and/or the team have secured all necessary consents, approvals, or licenses for such content to be used by Participant, the team (if applicable), Sponsor, judges, and other members of the hackaday.io community as contemplated herein. By posting, linking, tagging, or otherwise associating any Project Content with the Contest, Participant represents and warrants that the Project Content, and the use of the Project Content by Participant, the team (if applicable), Sponsor, judges, and hackaday.io users as contemplated herein, will not violate any rights of any person or entity, including, without limitation, any copyright, trademark, patent, or other intellectual property rights, or rights of privacy and publicity, or violate any applicable national, federal, state, or local laws, regulations, or policies, including those relating to export control.

Video Standards: In addition to the above, the following standards apply to videos:

- i. Videos must be the original creation of the Participant and/or a Participant's teammate(s)
- ii. Videos must not depict or name any person who has not given written consent for such depiction (if requested, Participant agrees to provide evidence of such written consent to Sponsor)
- iii. Videos must not:
 - a. Contain any advertisements, commercial endorsements, or content disparaging to any person or company (including Sponsor and competitors of Sponsor);
 - b. Contain any content that is obscene, vulgar, or defamatory, or that is disparaging or discriminatory on the basis of race, ethnicity, gender, nationality, religion, sexual orientation, disability, or age;
 - c. Depict any activity, or imply any activity, that violates the law, involves drug or alcohol use, is sexual in nature, involves gambling, or which may result in physical injury or property damage;
 - d. Contain any content that is in poor taste, unsportsmanlike, or contrary to the values of Sponsor and the hackaday.io community (as determined by Sponsor in its sole discretion); or
 - e. Contain any content that is unlawful in any jurisdiction where the submission is made.

Sponsor reserves the right to terminate any Participant's participation in the Contest and disqualify any project submission if, in Sponsor's sole discretion, any Project Content,

including, without limitation, any video, submitted by the Participant or a teammate of the Participant fails to comply with restrictions described in this section or any other applicable provision of these Official Rules. Sponsor reserves the right to remove any Project Content from hackaday.io or Sponsor's social media accounts that Sponsor in its sole discretion deems objectionable for any reason.

- 7. OWNERSHIP OF SUBMISSIONS; LICENSES.** As between Sponsor and Participant, Participant retains ownership of all intellectual property rights in and to the Project Content. Notwithstanding the foregoing, Participant acknowledges that a goal of the Contest is to encourage the development of contributions which may be freely used by the hardware hacker community, including users of hackaday.io, and that any license applicable to any Project Content should be open source if code or, if other content, should permit copying, distribution, remixing, building upon or other uses for any purpose. To the extent a license or other restriction applies that may restrict such uses of any Project Content, Participant agrees to identify such Project Content and the applicable license or other restriction on the Project Profile page. Sponsor is not responsible for any failure by any hackaday.io user or other third party to comply with any license or restriction applicable to any Project Content, or any other use, replication, distribution, and/or modification of any Project Content by any person other than Sponsor (including, without limitation, the commercialization of any ideas). Participant waives all moral rights in Project Content to the extent such rights are waivable.

As a condition of participation in the Contest, Participant grants Sponsor, its affiliates, subsidiaries, agents, and advertising partners, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, fully transferable and sublicensable license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display, in any and all media (now known or later developed), submissions (including, without limitation, videos and Project Content) (1) for the purposes of reviewing, assessing, testing, and evaluating the submission in connection with the Contest; (2) for the purpose of promoting the submission (including Project Content) and/or the Contest to members of the hackaday.io community or others; and (3) in connection with advertising and promotion for the benefit of Sponsor, the judges and any advertising partners associated with hackaday.io or the Contest. Participant agrees to sign any additional waivers, licenses or releases that Sponsor reasonably requests in order to perfect or make use of the rights granted herein.

Participant understands that, excluding the opportunity to win a prize, Participant will not receive any compensation from Sponsor in connection with Participant's participation in the Contest, and Participant is solely responsible for any costs or expenses arising from such participation.

No Conflicting Obligations / Government Employees: By participating, Participant represents and warrants that Participant is not subject to any conflicting obligations that

may restrict Participant's participation in the Contest or the use of Participant's submissions by Sponsor, judges, or other parties as contemplated herein. A Participant who is an employee of the U.S. Government, or who is employed by any other entity that may restrict participation in the Contest, represents and warrants that he or she has obtained all necessary approvals needed to participate in the Contest and submit intellectual property as contemplated by these Official Rules.

8. **INDIVIDUAL OR TEAM ENTRY PERMITTED.** A Participant may enter individually, or groups of Participants may enter as a team. Each Participant in a team must agree individually to and comply with these Official Rules, including without limitation, all eligibility requirements. The failure of any Participant to comply in any manner with these Official Rules may, in Sponsor's sole discretion, result in the disqualification of the Participant's teammates. The project owner shall be automatically considered the captain ("**Team Captain**"). By entering as a member of a team, a Participant acknowledges and agrees to the following rules for teams:

- i. After each Challenge Round closes, the membership of a team for the Contest may not be changed.
- ii. A Participant may not submit any Project Content on behalf of the team without the agreement of each member of the team.
- iii. Each member of the team is responsible for ensuring the compliance of the team with these Official Rules, including the compliance of any and all Project Content requirements, regardless of which member creates or submits it.
- iv. If a Project submitted by a team of Participants is awarded a prize, such prize will be awarded to the assigned Team Captain. It is up to the Team Captain to decide how to allocate the prize among the team.

9. **PRIZES.** All monetary values are in United States Dollars.

i. **Challenge Round Winners (50 prizes):** Subject to verification of eligibility and compliance with these Official Rules, the top ten (10) highest scoring submissions from each Challenge Round will be awarded a cash prize of \$500.

ii. **Final Round Winners:**

One (1) Grand Prize: Subject to verification of eligibility and compliance with these Official Rules, the submission with the overall top score in the Final Round will be awarded a cash prize of \$25,000.

One (1) Second Prize: Subject to verification of eligibility and compliance with these Official Rules, the submission with the 2nd highest score in the Final Round will be awarded a cash prize of \$15,000.

One (1) Third Prize: Subject to verification of eligibility and compliance with these Official Rules, the submission with the 3rd highest score in the Final Round will be awarded a cash prize of \$10,000.

One (1) Fourth Prize: Subject to verification of eligibility and compliance with these Official Rules, the submission with the 4th highest score in the Final Round will be awarded a cash prize of \$5,000.

One (1) Fifth Prize: Subject to verification of eligibility and compliance with these Official Rules, the submission with the 5th highest score in the Final Round winner will be awarded a cash prize of \$3,000.

Total ARV of all prizes to be awarded in the Contest: \$83,000

Please allow 8 to 10 weeks after the end of the Contest for the prizes to be fulfilled. Sponsor is not responsible for any fluctuations in the value of any prize (e.g., due to differences in exchange rates) occurring throughout the duration of the Contest or otherwise before the prize is fulfilled.

Taxes: Each winner is solely responsible for reporting and payment of any taxes on a prize. Winners are solely responsible for all national, federal, state, and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 (or other applicable form) based on the prize value determined by Sponsor. Prize winners agree and acknowledge that Sponsor may be required to withhold and remit a portion of prize value to comply with applicable tax laws. Prize winners also agree to provide Sponsor with a valid social security number or any other information Sponsor may require in connection with applicable tax reporting or withholding requirements or other laws or regulations.

10. **WINNER NOTIFICATION AND ACCEPTANCE.** Sponsor will attempt to notify Participants who advance past the Challenge Rounds by email or phone call to each Team Captain or individual Participant (as applicable) on or around the dates provided in Section 3. The five (5) Final Round winners will be announced via an announcement on Hackaday.com on or around November 19, 2021. Sponsor will also attempt to notify the Final Round winners by email or phone call to each Team Captain or individual Participant (as applicable)

11. **A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.**

In order to claim a prize, a potential winner must respond to Sponsor's notification within five (5) business days by emailing Sponsor at prize@hackaday.com. Potential winners, including all team members connected with the winning project submission, may be required to complete an affidavit of eligibility and/or provide other documentation Sponsor reasonably requires to verify eligibility and compliance with these Official Rules,

as well as a liability and publicity release (except where prohibited by law). Required documents must be notarized, if applicable, and returned within five (5) business days.

Sponsor's inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification. Sponsor in its sole discretion may select a substitute winner by awarding the prize to another member of a winning team or by awarding the prize to the eligible submission that received the next highest score according to the judging criteria. If Sponsor makes a reasonable effort to select another potential winner and that winner does not respond or is ineligible, the prize will not be awarded and will remain the property of Sponsor.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable.

12. **TERMINATION.** In the event the Contest is not capable of running as planned for any reason, including without limitation, due to a compromising computer virus or bug, non-authorized human intervention, tampering, fraud, technical failures, pandemic infections, governmental orders, or other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, schedule or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify, or terminate the Contest. Should the Contest be terminated prior to the end date, Sponsor reserves the right to award prizes based on submissions received before the termination date. Proof of sending or submission of any Project Content will not be deemed proof of receipt by Sponsor.

13. **PRIVACY POLICY; TERMS OF SERVICE.** Participant agrees that Sponsor's privacy policy and terms of service apply to Participant's participation in the Contest. By participating, Participant represents and warrants that Participant has read and agrees to Sponsor's privacy policy located at <http://hackaday.io/privacy-policy> and Sponsor's terms of service located at <http://hackaday.io/tos>.

In addition to any collection, sharing, or use permitted by Sponsor's privacy policy, by participating, Participant expressly consents to the sharing of all submission information (including, without limitation, information submitted to a Participant's personal profile and Project Profile) with Sponsor and other parties, such as judges, in connection with the administration of the Contest. Sponsor does not guarantee confidential treatment of any submission information, or Project Content relating to entries, irrespective of whether such materials are marked as confidential or with any similar legend. Participants will not submit information that they consider to be confidential. Participant grants Sponsor permission to contact Participant using the information provided on the Participant's

Personal Profile or Project Profile, including name, address, email address, and phone number. In the event of a conflict between the privacy policy or terms of service and these Official Rules, these Official Rules will control.

Participant may choose during entry or registration to expressly instruct Sponsor that Participant wishes to receive special offers and information about the services that may be of interest and to grant permission to Sponsor to send emails to Participant regarding these things. If Participant does not provide such express consent during registration and the entry process, Participant shall not be registered to receive such offers. Participant may unsubscribe from such offers by following the unsubscribe instructions in the email messages.

14. **PUBLICITY RELEASE.** By entering the Contest, Participant hereby grants Sponsor, except to the extent prohibited by law, a perpetual, worldwide, irrevocable, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display the Participant's name, voice, likeness, and biographical information, at any time, in any and all media for any commercial, publicity, or promotional purpose without limitation, review, approval or compensation. Participant agrees to promptly execute and return to the Sponsor any confirmation, license, verification or other document or instrument a Sponsor requests to confirm, further formalize or perfect the rights granted in this paragraph, or any other rights or interests of such Sponsor under these Official Rules.
15. **LIMITATION OF LIABILITY; WAIVER.** The limitations of liability and waiver apply to the fullest extent permitted by the laws of the country, state, or province of the applicable Participant. To the extent any of the following limitations are not permitted under the laws of the state, province, or country where the Participant lives, Participant agrees that the remaining portions of these limitations that are permissible shall apply to the maximum extent permitted by law.

Sponsor, its advertising partners and prize providers (and any of the respective parent companies, affiliates, and subsidiaries of each), Contest judges, any other party that assists Sponsor in operating the hackaday.io website or conducting the Contest, and any social media or service provider used in connection with the Contest (including, without limitation, YouTube, Vimeo, and Youku) (the "**Released Parties**") are not responsible for any claims, liabilities, damages, costs, losses, or expenses (including attorneys' fees) whatsoever (collectively, "**Claims**") arising out of or in connection with the Contest, the award or failure to award any prize, the disclosure of any entry-related information, the use or misuse of any prize, or participation in any Contest-related event or activity. Without limiting the foregoing release, under no circumstances will the Released Parties be liable for: any (i) incorrect or inaccurate entry information; (ii) theft, tampering, destruction, disclosure, or alteration of entries or related information; (iii) malfunction of any computer, telephone, network, satellite, hardware, software, or communications line;

(iv) unauthorized human intervention; (v) damage to any person's computer or mobile device; (vi) errors in these Official Rules, winner or finalist notifications, or other announcements or communications relating to the Contest, or incorrect, delayed, or inaccurate data transmission or the failure to capture or transmit any information relating to the Contest, (vii) the acts or omissions of any Participant in the Contest, (viii) any damage arising from use of any website associated with the Contest or the downloading from and/or printing of material downloaded from such website, (ix) if selected as a finalist, the Participant's acceptance or participation, or inability to participate, in the Final Round, or (x) the exercise of the rights granted under the "Publicity Release" section above, including, without limitation, any Claims arising from a theory of defamation, invasion of privacy, or false light. In the event of any ambiguity or error(s) in these Official Rules, Sponsor reserves the right to clarify or modify these Official Rules however it deems appropriate to correct any perceived ambiguity or error(s). All decisions of the Sponsor and any judges appointed by the Sponsor relating to the Contest shall be final and binding in all respects.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT THIS RELEASE WILL PREVENT PARTICIPANT FROM BRINGING A LAWSUIT, CLAIM, OR OTHER ACTION AGAINST ANY OF THE RELEASED PARTIES AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM ANY OF THE RELEASED PARTIES IN CONNECTION WITH ANY OF THE RELEASED CLAIMS ABOVE.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

CERTAIN LAWS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. IF THESE LAWS APPLY TO PARTICIPANT, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO PARTICIPANT, AND PARTICIPANT MIGHT HAVE ADDITIONAL RIGHTS.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT ASSOCIATED WITH PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor may prohibit (i) a certain project submission from proceeding in the Contest or winning and/or (ii) a Participant from participating in the Contest or from winning, in its sole discretion, if Sponsor determines in its sole discretion that said Participant, or any person associated with the Participant, is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or

intending to annoy, abuse, threaten or harass any other Participants or any Released Parties.

The Released Parties make no warranties, and to the fullest extent permitted by applicable law hereby disclaim any and all warranties, express or implied, concerning anything regarding the Contest, including without limitation the websites associated with the Contest and any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES AND ALL OTHER ELEMENTS OF THE CONTEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES.

16. **INDEMNIFICATION.** By participating, Participant agrees to release, defend, indemnify, and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arising in connection with (i) Participant's participation in the Contest; (ii) Participant's violation of these Official Rules; (iii) the Participant's project and the Project Content, including without limitation, any claims of intellectual property infringement or misappropriation arising from or relating to such project or Project Content; or (iv) Participant's acceptance, use, or misuse of any prize. To the extent the laws of Participant's country, state, or province limit or do not permit any of the foregoing indemnifications, Participant agrees that the indemnification obligations that are permissible shall apply to the maximum extent permitted by law.

17. **BINDING NATURE; CONSTRUCTION.** By participating in the Contest, Participant agrees to be bound by all applicable laws, these Official Rules, and the decisions of Sponsor and the judges selected by Sponsor, which are final and binding in all respects. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

18. **DISPUTES.** THIS CONTEST IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, Participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved exclusively before a court located in California having jurisdiction.

19. **CONTACT.** Any questions, complaints or issues should be addressed to prize@hackaday.com. For a copy of the winners' list, email prize@hackaday.com after November 19, 2021. Any such requests for the winners' list must be received no later than sixty (60) days after such date.