

2023 Hackaday Prize Official Rules

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

1. **SPONSOR.** 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 Hackaday Prize (the “Contest”) is open to legal residents of the fifty (50) United States and the District of Columbia, Canada (excluding Quebec), the United Kingdom, Australia, New Zealand, Germany, France, the Netherlands, Japan, India, South Africa, and wherever else the Contest is not prohibited or restricted by law. The Contest is not open to residents of Quebec, the Republic of Belarus, the Crimean region of Ukraine, Cuba, Iran, North Korea, the Russian Federation, 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.

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:

1. A new project page must be created.
2. The project must be significantly different from when previously entered and show meaningful development during the course of the Contest.

Internet access, a YouTube, Vimeo, or Youku account and personal and project profile pages on hackaday.io are required to participate. Employees and contractors of Sponsor, Digi-Key Corporation and Proto Labs, Inc., and the family members of, and any persons domiciled with, any such employees and contractors, are not eligible to win. The term “family members” includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. If additional promotional sponsors are announced while the Contest is pending, comparable exclusions from

eligibility for the employees and contractors of such additional promotional sponsors (and their related family members) will apply.

3. **TERM.** The Contest will open at 07:01 a.m. PT on March 25, 2023 and initial submissions will be accepted until 07:00 a.m. PT on September 12, 2023. Participants will advance as described below until the Contest ends with the announcement of the prize winners on or around November 4, 2023.
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. Participants may enter the Contest during any of the Challenge Rounds. 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. An entry may be submitted to any or all of the Challenge Rounds as long as it meets the requirements for each Challenge Round in which it is submitted. However, Participants (or teams) may advance from only one (1) Challenge Round to the Final Round. Accordingly, if a Participant's or team's entry is selected at the close of a Challenge Round to advance to the Final Round, any entries submitted by the same Participant or team in other Challenge Rounds that are still open will not be considered for advancement to the Final Round. All submissions must be in English language and must comply with any specified requirements.

Challenge Rounds: The steps listed below must be completed by the applicable Challenge Round close date (listed below) for an entry to be considered.

i. 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 (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 2023 Hackaday Prize using the “Submit project to...” option found on the published Project Profile.
7. Show at least two (2) Project Log or Instruction updates on your Project Profile.

2. Challenge Round Deadlines and Themes

Challenge Round 1: (Re-engineering Education)

1. Entry period begins at 7:01 a.m. PT on March 25, 2023 and closes at 07:00 a.m. PT on April 25, 2023.
2. Build a hardware solution that supports educators and/or students and/or makes STEAM education more accessible and/or effective.

Challenge Round 2: (Assistive Tech)

1. Entry period begins at 07:01 a.m. PT on April 25, 2023 and closes at 07:00 a.m. PT on May 30, 2023.
2. Build a hardware solution that assists, adapts, and/or rehabilitates. Your solution should enhance learning, working, and/or daily living for those with disabilities or mobility challenges.

Challenge Round 3: (Green Hacks)

1. Entry period begins at 07:01 a.m. PT on May 30, 2023 and closes at 07:00 a.m. PT on July 4, 2023.
2. Build a hardware solution that recycles electronics, makes energy harvesting or storage more efficient, or contributes to the sustainability movement.

Challenge Round 4: (Gearing Up)

1. Entry period begins at 07:01 a.m. PT on July 4, 2023 and closes at 07:00 a.m. PT on August 8, 2023.
2. Build a hardware solution for fabrication, production, or manufacturing by making a tool or machine more affordable and/or easier to make yourself, or invent a new tool all together.

Challenge Round 5: (Save the World Wildcard)

1. Entry period begins at 07:01 a.m. PT on August 8, 2023 and closes at 07:00 a.m. PT on September 12, 2023.
2. 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.

Final Round: By 07:00 a.m. PT. on September 26, 2023, complete the following steps:

- i. Build a working prototype of your project.

ii. 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>

iii. Project Profile: On the Project Profile:

a. Link to the video

b. Post high-resolution photos of the project inside and out

c. Update and add detail to info entered at the previous stage(s)

d. Show at least ten (10) Project Log updates or at least ten (10) Build Instructions updates

e. Post a components list that is complete with a bill of materials for one unit

f. Post reproducible build instructions

g. Post complete schematics and documented input and output requirements and specifications for your module/design

h. 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 and documenting the 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.

A Participant may submit more than one project, but must create a Project Profile and fulfill all entry requirements for each project. Each project 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 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 may 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 to disqualify any entries 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 any applicable requirements.

5. **COMPETITION CRITERIA AND WINNER SELECTION.** Participants (or teams) 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.

Challenge Rounds 1-5: At the close of each Challenge Round, Sponsor will select up to ten (10) entries from that round to advance to the Final Round 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?

Announcement of Challenge Round Results:

On or around May 8, 2023, Sponsor will announce up to ten (10) Challenge Round 1 submissions to advance to the Final Round based on the four (4) evenly-weighted criteria above.

On or around June 12, 2023, Sponsor will announce up to ten (10) Challenge Round 2 submissions selected to advance to the Final Round based on the four (4) evenly-weighted criteria above.

On or around July 17th, 2023, Sponsor will announce up to ten (10) Challenge Round 3 submissions selected to advance to the Final Round based on the four (4) evenly-weighted criteria above.

On or around August 21, 2023, Sponsor will announce up to ten (10) Challenge Round 4 submissions selected to advance to the Final Round based on the four (4) evenly-weighted criteria above.

On or around September 26, 2023, Sponsor will announce up to ten (10) Challenge Round 5 submissions selected to advance to the Final Round based on the four (4) evenly-weighted criteria above.

Final Round: At 07:00 a.m. PT on October 10, 2023, Sponsor will snapshot each Project Profile advanced to the final round for evaluation. A panel of qualified judges will select the five (5) top finalist submissions based on the five (5) evenly-weighted judging criteria stated below. Subject to verification of eligibility with these Official Rules, the six (6) top finalist submissions will be ranked by their score, with each place in the ranking determining the winner of each of the corresponding (6) prizes (“Prizes”) described below. .

Concept- Is the project creative, original, functional, and pushing boundaries? Does the project effectively address the selected challenge?

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 (e.g.: functional block diagram, list of specifications and how they will be met, etc.)? How user-friendly is the design?

Production- Is the project reproducible (considering materials, skills, and processes)? Are the manufacturing processes detailed? Are those processes realistic for scalability?

Benchmark- How well is the project impact and viability demonstrated? Are estimated costs realistic? Are direct, indirect, and future competitors clearly identified?

Communication- How thoroughly have the final round requirements been completed? How well documented is the project? How “Open” is the design?

- 6. RULES FOR SUBMISSIONS.** All content provided by a Participant and/or Participant’s 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 has secured all necessary consents, approvals, or licenses for such content to be used by Participant, 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, 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 requirements apply to videos:

1. Videos must be the original creation of the Participant and/or a Participant's teammate(s)
2. Videos must not depict or name any person who has not given written consent for such depiction in connection with the Contest (if requested, Participant agrees to provide evidence of such written consent to Sponsor)
3. Videos must not:
 1. Contain any advertisements, commercial endorsements, or content disparaging of any person or company (including competitors of Sponsor)
 2. Contain any content that is obscene, vulgar, or defamatory, or that is disparaging on the basis of race, ethnicity, gender, nationality, religion, sexual orientation, disability, or age
 3. 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
 4. Contain any content that is in poor taste, unsportsmanlike, or contrary to the values of Sponsor and the hackaday.io community

Sponsor reserves the right to terminate any Participant's participation in the Contest 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 lawful 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 (including without limitation any promotional sponsors of the Contest), a perpetual, irrevocable, worldwide, royalty-free, non-exclusive 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) (1) for the purposes of reviewing, assessing, testing, and evaluating the submission in connection with the Contest; (2) for the purpose of promoting the 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 (including without limitation any promotional sponsors of the Contest) associated with hackaday.io or the Contest. Participant agrees to sign any additional waivers, licenses or releases that Sponsor reasonably requests in order to make use of the rights granted herein.

Participant understands that, excluding the opportunity to compete 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 and authorize the use of 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. 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:
 1. After October 10, 2023, the membership of a team may not be changed.
 2. A Participant may not submit any Project Content on behalf of the team without the agreement of each member of the team.
 3. 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 with these Official Rules regardless of which member creates or submits it.

4. If a Project submitted by a team of Participants is awarded a prize, such prize will be awarded to the Team Captain. It is up to the Team Captain to decide how to allocate the prize, if at all.

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

One (1) Grand Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Grand Prize winner will be awarded a cash prize of \$50,000.

One (1) Second Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Second Prize winner will be awarded a cash prize of \$20,000.

One (1) Third Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Third Prize winner will be awarded a cash prize of \$15,000.

One (1) Fourth Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Fourth Prize winner will be awarded a cash prize of \$10,000.

One (1) Fifth Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Fifth Prize winner will be awarded a cash prize of \$5,000.

One (1) Sixth Prize sponsored by Proto Labs, Inc. (“Protolabs Prize”). Subject to verification of eligibility and compliance with these Official Rules, one (1) Sixth Prize winner will be awarded a manufacturing grant from Protolabs, Inc. redeemable by winner for \$5,000 of prototype manufacturing services (i.e., injection molding, CNC machining, 3-D printing or sheet metal fabrication) offered by Protolabs at <https://www.protolabs.com/>. The redemption of the Protolabs prize is subject to winner’s agreement to abide by all Protolabs customer terms and policies including its [Purchase Order Terms and Conditions](#) and [Conditions of Use](#) and shipping policies (which limit shipments to locations in North America). ARV of Protolabs Prize: \$5,000. No portion of the Protolabs Prize may be redeemed for cash or any cash equivalent (except as required by law).

Fifty (50) Finalist Prizes: Subject to verification of eligibility and compliance with these Official Rules, up to fifty (50) submissions which advance to the final round will be awarded a cash prize of \$500.

Total ARV of all prizes to be awarded in the Contest: \$130,000.

Please allow 8 to 10 weeks after the end of the Contest (and the completion of all verification and other steps necessary for winners to claim their prizes) 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.

10. **WINNER NOTIFICATION AND ACCEPTANCE.** Sponsor will notify Participants who advance past the Challenge Rounds by email or phone call to each Team Captain or individual Participant (as applicable). The top six finalists will find out their ranking via an announcement on Hackaday.com on or around November 4, 2023.

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 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 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. Rights to receive Prizes are non-assignable and non transferable.

Taxes: Each winner is solely responsible for 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. As a condition of winning a prize, winners must also first complete and return to Sponsor an IRS Form W-9, IRS Form W-8BEN or other applicable tax form (including a valid taxpayer identification number or foreign tax identifying number, as applicable).

12. TERMINATION. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering, or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness 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. 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 services that may be of interest and to grant permission to Sponsor to send emails to Participant regarding these topics. 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 unsubscribe instructions in the email messages.

14. **PUBLICITY RELEASE.** By entering the Contest, Participant agrees that Sponsor, Digi-Key Corporation, Proto Labs, Inc. and their respective affiliated companies and subsidiaries have the absolute right and permission, except to the extent prohibited by law, to use Participant's name, voice, likeness, and biographical information in connection with the Contest for any commercial, publicity, or promotional purpose without limitation, review, approval or compensation.

15. **LIMITATION OF LIABILITY; WAIVER.** The limitations of liability and waiver apply to the 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.

By participating in the Contest, Participants agree that Sponsor, Digi-Key Corporation, Proto Labs, Inc. , any other promotional sponsors announced during the pendency of the Contest (and their respective affiliated companies and subsidiaries of all the foregoing entities), 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 illegible, lost, late, incomplete, misdirected, or undeliverable email; or for any computer, telephone, satellite, cable,

network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/website accessibility, availability, or traffic congestion, or any technical, typographical, or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or technical error.

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 any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES 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.

By participating in the Contest, Participant agrees to irrevocably and unconditionally waive any rights to bring any lawsuit, claim, action, or proceeding against any of the Released Parties in connection with the Contest.

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, damages, losses, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with (i) Participant's breach of any representation or warranty hereunder; (ii) the Project Content; or (iii) 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 Contest Judges, 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. **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 4, 2023.

