

The 2020 Hackaday Prize Official Contest 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 2020 Hackaday Prize competition (the “**Contest**”) is sponsored by Supply Frame, Inc. (“**Sponsor**”), 61 S Fair Oaks Ave Suite 200, Pasadena, CA 91105.
2. **OVERVIEW.** The Sponsor has collaborated with four nonprofit organizations (Conservation x Labs, Field Ready, United Cerebral Palsy of Los Angeles, Ventura & Santa Barbara Counties, and CalEarth (collectively, the “**Contest Collaborators**”)) to design a series of four individual “Open Call Challenges” as part of the Contest. Each Open Call Challenge features a unique theme and one or more projects that calls on participants to design a hardware solution to address a defined problem or need. The project design briefs and other details for each Open Call Challenge can be found here: prize.supplyframe.com. Participants in the Open Call Challenge will compete for the Open Call Challenge prizes, including a Best All Around Solution prize and the Community Vote prize (as further described below).

Sponsor has also issued a “Wildcard Challenge” as part of the Contest that allows Participants to define their own project objectives (the Wildcard Challenge and Open Call Challenges shall be collectively referred to as the “**Challenges**”). Wildcard Challenge participants can choose any problem facing the world today and design the best and boldest hardware solution they can envision to address that problem. Participants in the Wildcard Challenge will only compete for the Wildcard Challenge prize and Community Vote prize (as further described below).

If you participate in a Challenge, you’ll need to showcase your design from start to finish, including aspects of system design, manufacturing challenges and choices, as well as a plan for deployment, all as further described in these 2020 Hackaday Prize Official Contest Rules (these “**Official Rules**”).

For purposes of these Official Rules, “**Participant**” shall mean any individual who is participating in the Contest, whether an Open Call Challenge or Wildcard Challenge. In the event a submission is submitted by a team, each team member shall be considered a “Participant.”

3. **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, 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, Cuba, Iran, North Korea, Syria, the Crimea Region of the Ukraine or any jurisdiction where the Contest would

be restricted or prohibited by law or to any party that 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 verifiable 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 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 since it was last entered in The Hackaday Prize.

Internet access, a YouTube, Vimeo, or Youku account and the creation of personal and project profile pages on hackaday.io are required to participate. The following individuals are not eligible to enter the Contest: (i) employees, representatives, agents, directors, officers, and contractors of Sponsor, and its parents, subsidiaries, and affiliated companies; (ii) grant recipients from the Sponsor's Dream Team grant program; (iii) current employees, representatives, agents, directors, and officers and contractors of the Contest Collaborators; and (iv) the family members of, and any persons domiciled with, any such excluded individuals in (i) – (iii). The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.

4. **TERM.** The Contest will open at 07:01 a.m. P.D.T. on May 19, 2020 and run through the later of (i) November 6, 2020 and (ii) when all the winners are announced. The initial Challenge submissions will be accepted until 07:00 a.m. P.D.T. on August 31, 2020 (the "**Entry Round Period**"). The Final Round (as defined below) will run from 7:01 a.m. P.D.T. of September 7, 2020 through 07:00 a.m. P.D.T. on October 5, 2020 ("**Final Round Period**"). To be considered for the Community Vote prize, submissions must be received by 07:00 a.m. P.D.T. on July 6, 2020 (the "**Community Vote Entry Period**"). Participants will advance as described below until the Contest ends with the announcement of the prize winners on or around November 6, 2020. Sponsor's application system is the official time keeping device for the Contest.
5. **HOW TO ENTER.** The purpose of the Contest is to encourage Participants to develop solutions to address technology issues facing humanity today.

The Challenges will consist of one (1) Entry Round and one (1) Final Round (as further defined below). Participants may enter the Challenges during the Entry Round Period. Participants must complete the requirements for the Entry Round to be eligible for the Final Round. All Open Call Challenge submissions completed during the Entry Round Period will be considered for the Best All Around Solution prize. All Challenge submissions completed during the Community Vote Entry Period will be considered for the Community Vote prize. All submissions must be in English and must comply with any specified requirements.

Entry Round: The steps listed below must be completed by 07:00 a.m. P.D.T. on August 31, 2020 for a submission to be considered.

i. Required for ALL Submissions:

- 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) (“**Personal Profile**”).
- 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 2020 Hackaday Prize, using the “Submit project to...” option found on the published Project Profile and specify which Challenge you are addressing by selecting the appropriate tag in the tag menu.
 7. Show at least four (4) Project Log updates on your Project Profile.

Final Round: By 07:00 a.m. P.D.T. on October 5, 2020, each finalist must 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 information entered during the Entry Round
 - d. Show at least ten (10) Project Log updates
 - e. Post a components list that is complete with a bill of materials for one unit
 - f. Post complete schematics and documented input and output requirements and specifications for your module/design

Entry of Minors: Prior to starting on any of the entry requirements for the Contest, 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.

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 Participants will not have the opportunity to resubmit the project for prize consideration during this Contest.

There will be one (1) winner and one (1) honorable mention recipient awarded for each Open Call Challenge (a total of four (4) winners and four (4) honorable mention recipients); as well as one (1) overall winner named from all Open Call Challenge submissions (the **“Best All Around Solution”**). There will be one (1) Wildcard prize winner selected from among the eligible participants who compete in the Wildcard Challenge. Sponsor will also offer twenty (20) Community Vote prizes based on a combination of community vote and judging as further described below. All eligible participants in Challenges (whether Open Call Challenges or the Wildcard Challenge) are eligible for consideration for the Community Vote prizes.

Entry Round: At the close of the Entry Round Period, a panel of qualified judges appointed by Sponsor will select up to one hundred (100) submissions to advance to the Final Round based on the following four (4) evenly-weighted judging criteria:

- i. How effective of a solution is the entry to the challenge it is responding to?
- ii. How thoroughly documented were the design process & design decisions?
- iii. How ready is this design to be manufactured?
- iv. How complete is the project?

Announcement of Entry Round Results: On September 7, 2020, Sponsor will announce up to one hundred (100) Entry Round submissions that will advance to the Final Round based on the judge’s evaluation using the four (4) evenly-weighted criteria above.

Final Round: At 07:00 a.m. P.D.T. on October 5, 2020, Sponsor will snapshot each Project Profile for evaluation. A panel of qualified judges will select the ten (10) winning submissions (one (1) winner and one (1) honorable mention for each Open Call Challenge

(8 total winners); one (1) winner for the Wildcard Challenge; one (1) Best All Around Solution winner) based on the five (5) evenly-weighted judging criteria described below. The top overall Open Call Challenge score will be deemed the Best All Around Solution winner.

- 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 (e.g., functional block diagram, list of specifications and descriptions of how they will be met, etc.)? How user-friendly is the design?
- iii. Production- Is the project realistically reproducible (taking into consideration necessary materials, skills, and production 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? How well does the project improve upon other currently available solutions?
- v. Communication- How thoroughly have the Final Round requirements been completed? How well documented is the project? How “open” is the design?

COMMUNITY VOTE PRIZES:

The community on hackaday.io will vote on project submissions under the supervision of Sponsor. This will be decided by the “likes” metric shown on the Project Profile. The voting window shall open at 7:01 a.m. P.D.T. on May 19, 2020 and end at 7:00 a.m. P.D.T. on July 6, 2020. Votes must be received by at 7:00 a.m. P.D.T. on July 6, 2020 to be counted. Only one vote per person is allowed. Any hackaday.io user who registers on the hackaday.io website may participate in the voting process for the Community Vote, including Participants, but registering as multiple people or providing false information during registration is prohibited. The top one-hundred (100) eligible projects with the most “likes” by the end of the voting window will be evaluated by a panel of qualified judges based on the Entry Round judging criteria. The panel will select the top twenty (20) projects to win the Community Vote prizes. Such winners will be announced on July 17, 2020. Sponsor reserves the right to disqualify and exclude from consideration any “likes” that Sponsor suspects may have been submitted in violation of these Official Rules.

7. **RULES FOR SUBMISSIONS.** All content provided by Participants (including all teammate(s)) in connection with their 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 Participant’s teammate(s) have secured all necessary consents, approvals, or licenses for such content to be used by Participant(s), Sponsor, judges, other members of the hackaday.io community, and as otherwise

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(s), Sponsor, judges, hackaday.io users, and as otherwise 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 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.

8. **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) (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 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.

- 9. 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 the Entry Round Period closes, the membership of a team 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 Team Captain. It is up to the Team Captain to decide how to allocate the prize.

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

One (1) Best All Around Solution Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Best All Around Solution prize winner will be awarded a cash prize of \$US 50,000. The winner of the Best All Around Solution prize will not also be eligible to receive an Open Call Challenge prize.

Four (4) Open Call Challenge Prizes: Subject to verification of eligibility and compliance with these Official Rules, four (4) Open Call Challenge prize winners (one for each Open Call Challenge) will be awarded a cash prize of \$US 10,000 each.

Four (4) Challenge Honorable Mention Prizes: Subject to verification of eligibility and compliance with these Official Rules, four (4) Open Call Challenge honorable mention prize winners (one for each Open Call Challenge) will be awarded a cash prize of \$US 3,000 each.

Wildcard Challenge Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Wildcard Challenge prize winner will be awarded a cash prize of \$US 5,000. Participants in the Wildcard Challenge are not eligible for the Best All Round Solution prize or any Open Call Challenge prizes.

Community Vote Prize: Subject to verification of eligibility and compliance with these Official Rules, twenty (20) Community Vote prize winners will be selected to win a cash prize of \$US 500 each.

Total ARV of all prizes to be awarded in the Contest: \$US 137,000.

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 currency exchange rates) occurring throughout the duration of the Contest or otherwise before the prize is fulfilled.

11. **WINNER NOTIFICATION AND ACCEPTANCE.** Sponsor will notify Participants who advance to the Final Round by email or phone call to each Team Captain or an individual Participant (as applicable) on September 7, 2020. Challenge winners will be announced on or around November 6, 2020. Community Vote winners will be notified by email or phone call to each Team Captain or individual Participant (as applicable) on July 17, 2020.

12. **A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S/PARTICIPANTS' 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 or as otherwise requested in the prize notification communication. 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.

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.

13. **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.

14. **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.

15. **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 and Project Content, 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.

16. **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 Collaborators (and any of its respective parent companies, affiliates, and subsidiaries), 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 Applicant’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 (including the use of automated programs for the submission of "likes") 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.

- 17. INDEMNIFICATION.** By participating in the Contest, Participant agrees to indemnify and hold harmless each of the Released Parties from any and all Claims 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 (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.

18. **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.
19. **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.
20. **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 6, 2020. Any such requests for the winners' list must be received no later than sixty (60) days after November 6, 2020 or the announcement of the winners.