



## GO STUDIO CHALLENGE

### Short Rules

**SIGN UP.** Register for the Challenge on [www.hackworks.com/en/gostudioinnovationjam](http://www.hackworks.com/en/gostudioinnovationjam) (the “Event URL” or “Website”) from Monday, February 1, 2021 at 5:00 pm EST to Monday, March 22, 2021, at 5:00 pm EST.

**SHOW UP.** Follow the Challenge at the Event URL and various social media sites, to participate online in the various educational, mentoring and entertainment activities. We encourage participants to build or join a multidisciplinary team of up to 6 people and help solve real world challenges with emerging technologies. All events will be virtual and hosted on a number of well-known web-based collaboration tools accessible via a standard Internet connection.

**HAVE FUN.** We want to entertain you along the way so there are numerous events planned to keep you engaged from start to finish. Also, as things progress and we get to know the teams we’ll be sure to recognize creativity, and enthusiasm, in many ways.

**BUILD IT.** You’ll be attempting to develop solutions for a specific challenge. Along with your team, build your submission and solve the challenge. All teams start building at the same time, and all submissions must be original.

**WIN IT!** You and your team own your submission and all rights to it – however, by participating you’ll have the chance to win prizes. You’ll also have the opportunity to potentially monetize your submission!

**BE KIND.** We ask you to comply with the Challenge Code of Conduct at all times. Harassment won’t be tolerated, so be nice, make new friends, and have fun!

### Official Go Studio Challenge Rules and Regulations

The “Go Studio Challenge” (“**Challenge**”) is administered by Hackworks, Inc., a Canadian company (“**Hackworks**”), on behalf of Interactive Communications International, Inc., a Florida corporation (“**Go Studio**”). Hackworks and Go Studio are collectively referred to as the “**Organizers**”. By participating in the Challenge, you, a participant (a “**Participant**”, “**you**” or “**your**”) confirm that you have reviewed and agree to these Official Go Studio Challenge Rules and Regulations (the “**Rules**”) and will abide by the decisions of the Organizers and the Challenge staff. You also agree to comply with all applicable laws in your participation in the Challenge.

1. PRIZES. As governed by the terms and conditions below, Go Studio will award each of the following prizes once to a team (and all dollar amounts are US dollars):
  - (a) 1st - \$5000
  - (b) 2nd - \$2500
  - (c) 3rd - \$1000
  - (d) Viewer’s Choice - \$500

2. **WHO CAN ENTER.** You can only participate in the Challenge if you are 18 years or older (or you have reached the age of majority at your location) as of January 15, 2021, and are a resident of the U.S. or Canada (except Quebec). You cannot participate if you are: (a) an employee, officer, or director of (i) an Organizer, (ii) a sponsor, or (iii) an advertising or promotion agency, or individual or other entity, involved in the preparation of materials for, administration of, or execution of the Challenge; (b) a contest judge; (c) an immediate family member (defined as parents, children, siblings, and spouse, including step and foster relations), or living in the same household, of one of the forgoing ((a) or (b)), regardless of where they reside; or (d) a government or government owned or controlled entity. Residents of the province of Quebec cannot participate. Individuals who are citizens or residents of a country, state, province or territory where the laws of the United States or other law prohibits participating or receiving a prize in the Challenge (including, but not limited to Cuba, Sudan, Iran, North Korea, Syria and any other country designated by the United States Treasury's Office of Foreign Assets Control) may not participate in the Challenge.
3. **SUBMISSION DEADLINE DATE AND TIME.** The deadline to submit your submission is Friday, April 23, 2021 8:00 pm EST (the "**Deadline**").
4. **HOW TO PARTICIPATE.** To participate, register for the Challenge at the Website. Registration opens on Monday, February 1, 2021 5:00 pm EST, and closes Monday, March 22, 2021 5:00 pm EST (the "**Entry Period**"). Once you join, you can form a team of your choosing, of up to a total of 6 people (each of whom must also be a registered Participant), or participate individually (either, including a solo individual, is considered a "**Team**"). You can form a team with people that you already know, people with whom you work, or people who have certain skillsets. You may not compete on multiple teams.
5. **SUBMISSION REQUIREMENTS; TECHNICAL REQUIREMENTS.** You must do the following to participate in the Challenge:
  - (a) Register for the Challenge at the Website;
  - (b) Develop a solution that solves a problem as described in the official Challenge brief (posted on the Website);
  - (c) Create a video (with a maximum length of 5 minutes) that includes footage that clearly explains your application's features and functionality through a comprehensive demonstration;
  - (d) Either: provide the uncompiled source code for your prototype to a locally hosted website (or through a web application), including your code repository, for judging and testing; or develop a prototype as detailed in the official Challenge brief (either your code, your prototype, or both is your "**Application**");
  - (e) Create a README in the repository that should include the following:
    - I. About,
    - II. How it Works,
    - III. Tech stack used (i.e., Node, React, Auth(), Jest, etc.), and
    - IV. How to use it (including set up instructions and requirements, local development);
  - (f) Complete and enter all of the required fields on the "Enter a Submission" page in the Challenge section of the Hackworks website during the Challenge submission period; the

- information submitted in the required fields, your video, and the Application collectively constitute your submission (the “**Submission**”);
- (g) All Submissions materials must be in English (or the Team must provide an English translation for all parts), and submitted by the Deadline;
  - (h) A Submission must showcase a solution, and include proof of concept;
  - (i) Submissions must never have been previously published, exhibited publicly, or selected as a winner in any other contest;
  - (j) A Submission must not have been developed, or derived, from anything developed (“**Prior Development**”), with financial or preferential support from an Organizer. The definition of Prior Development includes, but is not limited to, that which received funding or investment for its development, was developed under contract, or received a commercial license, from an Organizer any time prior to the end of the submission period herein. Go Studio, at its sole discretion, may disqualify a Submission, if awarding a prize to a team would create a real or apparent conflict of interest; and
  - (k) Understand and agree that Submissions will not be returned to Participants.
6. **RESPONSIBILITIES.** You are solely responsible for all costs and expenses associated with your preparing and submitting a submission in the Challenge, including providing your own electronic devices, such as computer, phone, or tablet. All costs, including any travel expenses, incurred by a Participant participating in the Challenge are the sole responsibility of such Participant. The Organizers are not liable for: (a) any failure of Organizer websites before, during, or after the Challenge Period; (b) for any technical malfunction, or other problems relating to a telephone network or lines, computer online systems, servers, access providers, computer equipment, or software associated with the Challenge; (c) for any entry to be deemed inadmissible, or the failure of any Submission to be received for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (d) any illness, injury, sleep deprivation, stress related illness or injury, or any other illness or injury of any kind claimed to be caused by or related to a participant’s entry or participation in this Challenge; or (e) any combination of the above.
7. **JUDGING.** Eligible Submissions will be evaluated by a panel of judges selected by Go Studio (“**Judges**”). Judges may be employees of an Organizer, may be listed individually on the Go Studio or Hackworks website, and may change before or during the Judging Period. Judging will take place in one or more rounds with one or more panels of Judges, at the discretion of Go Studio.
8. **JUDGING CRITERIA.** The Judges will score eligible Submissions using the following weighted criteria (the “**Judging Criteria**”):
- (a) Use of Emerging Technology—How well does the solution utilize emerging technologies? (30%)
  - (b) Forward-Thinking Innovation—How unique is the concept of the solution? (25%)
  - (c) Alignment with Challenge—How well does the solution line up with one of the innovation jam challenges? (15%)
  - (d) Impact—Does the solution solve a real problem? (15%)
  - (e) Presentation and Pitch—How well did the presenters provide a convincing argument for their solution? (15%)

Judges are not required to test the Submission, and may choose to judge based solely on the text description, images, and video provided in the Submission. For each prize listed above, if two or more Submissions are tied, the Judges will consider the tied Submission with the highest score in the first applicable criterion listed above as the higher scoring Submission. If any ties remain, the Judges will repeat this process, as needed, by comparing the tied Submissions' scores on the next applicable criterion. If two or more Submissions are tied on all applicable criteria, then a panel of Judges will vote on the tied Submissions to determine the winner.

9. VERIFICATION OF POTENTIAL WINNERS. AWARDING OF PRIZES SUBJECT TO THE VERIFICATION OF IDENTITY, QUALIFICATIONS, AND ROLE OF POTENTIAL WINNER IN CREATION OF THE SUBMISSION. Go Studio has the sole discretion to make the final decision in designating the winner(s). Organizers will notify potential winners using the email address associated with the Hackworks account used to submit the Submission (the submitter is the "**Representative**" of a team). In order to receive a prize, the potential winner (including all participating team members) will be required to sign and return to the Organizers: affidavit(s) of eligibility (or a similar verification document), any additionally requested liability and publicity releases, and any applicable tax forms (collectively, the "**Required Forms**"). Potential winners have ten business days after the Required Forms are sent to them to return them to Organizers. Go Studio may deem a potential winner (or participating team members) ineligible to win if (a) the potential winner's team members do not respond to multiple emails or fails to sign and return the Required Forms by the deadline, or responds and rejects the prize; (b) the prize or prize notification is returned as undeliverable; (c) the Submission, or any member of a potential winner's team or organization, is disqualified for any other reason; or (d) the team or any team members do not otherwise comply with the Rules. If a disqualification occurs, then Go Studio may award the applicable prize to an alternate potential winner.
10. PRIZE DISTRIBUTION.
  - (a) *Substitutions & Changes.* Go Studio has the right to make a prize substitution of equivalent or greater value. Go Studio will not award a prize if there are no eligible submissions entered in the Challenge, or if there are no eligible participants or submissions for a specific prize.
  - (b) *Prize Delivery.* Go Studio will equally divide a prize between the members of a winning team. Go Studio may deliver the prizes by any means of its choosing, whether electronic or not, and will only deliver such prizes after receipt and verification of the potential winner's documents and any other required forms. Go Studio may require a potential winner to provide a mailing address, bank information, or create an account with an electronic payment provider of an Organizer's choosing in order to receive a prize.
  - (c) *Prize Delivery Timeframe.* Go Studio will deliver prizes within 14 days of receiving all required forms from each set of potential winners.
  - (d) *Fees and Taxes.* Each member of a winning team is solely and individually responsible for any fees associated with their receiving or using a prize, including but not limited to, wiring fees. Each member of a winning team is solely and individually responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state, provincial, territorial, and local). Go Studio may require winners to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. Organizers will furnish appropriate tax authorities with notice of winning for a Participant that win prizes worth more

than \$600. United States residents are required to provide a completed W-9 and residents of other countries are required to provide a completed W-8BEN form. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of prizes to relevant government departments or agencies, if necessary. THE ORGANIZERS RESERVE THE RIGHT TO WITHHOLD A PORTION OF THE PRIZE AMOUNT TO COMPLY WITH THE TAX LAWS OF THE UNITED STATES OR OTHER JURISDICTIONS, OR THOSE OF A WINNER'S JURISDICTION.

11. INTELLECTUAL PROPERTY; NEVER PREVIOUSLY PUBLISHED.

- (a) *Participants Retain Ownership.* Participants will continue to maintain any of their existing intellectual property rights in Submissions.
- (b) *No Transfer of Intellectual Property Rights.* Except for the license detailed herein, the Challenge and these Rules do not transfer intellectual property rights of any kind between Organizers, Participants, teams, or any other party. All parties retain all ownership rights to their intellectual property as it existed at the beginning of the Challenge.
- (c) *All Rights Reserved.* Excluding submissions, all intellectual property related to the Challenge, including but not limited to copyrighted material, trademarks, promotional materials, webpages, source code, drawings, illustrations, and slogans are owned or used under license by the Organizers. All rights are reserved. Unauthorized copyright or use of any copyrighted material or intellectual property, without the express written consent of its owners is strictly prohibited.
- (d) *New & Existing.* Participants must create new items as part of their Submissions, or if a part existed prior to the Challenge, the Participant must have significantly updated the item after the start of the Challenge.
- (e) *License.* Participants hereby grant to the Organizers, and any third parties acting on their behalf, a royalty-free, non-exclusive, transferable, sublicensable, worldwide perpetual right and license to display publicly and otherwise use their Submission such that Organizers can test and evaluate during the Challenge and until the judging period ends without any restrictions. The foregoing license includes, but is not limited to, posting or linking the Submission on the Organizers' and their partners' websites, and display and promotion of the Submission in any other media or platforms, worldwide.
- (f) *Display.* You agree that the Organizers, and any other third parties acting on their behalf, may display the following Submission components to the public: its name, its description, related images, video URLs, website URLs, your team members' names, the Submission's category and platform, and the submitter's organization (if applicable). Other Submission component may be viewed by the Organizers and judges for screening and evaluation.
- (g) *Third-Party Licenses.* If your Submission includes software that runs on proprietary or third-party hardware that is not widely available to the public, including software running on devices or wearable technology other than smartphones, tablets, or desktop computers, then Participants must make their Submission available by an alternative means identified by the Organizers.
- (h) *Wholly owned or Properly Licensed.* Submissions must be solely owned by, licensed to, lawfully in the public domain, or properly permissioned for all the uses made by the Participant. Any part of a Submission not lawfully in the public domain, owned, or properly permissioned or licensed is expressly prohibited. Organizers may at any time request written proof of ownership or proper license or use of any material comprising the Submission.

Failure to evidence such proof timely or to Organizer's satisfaction may result in ineligibility and disqualification of the Participant, a Team, or a Submission.

- (i) *Third-Party Assistance.* A Participant may contract with a third party for technical assistance to create the Submission, provided that the Submission's components are solely the Participant's work product and the result of the Participant's ideas and creativity, and the Participant owns all rights to them.
- (j) *Compliance.* Your Submission must not violate any applicable law or the applicable terms, conditions, policies, or guidelines of any platforms used to develop, host, operate, test, distribute, or display any application. Your Submission may not violate the intellectual property rights or other rights including, but not limited to, copyright (including moral rights), trademark, patent, contract, or privacy or publicity rights, of any other person or entity.
- (k) *Viruses.* Your Submission must not contain any malware, Trojan horses, backdoors, or corrupt or malicious code.
- (l) *No Offensive Content.* Your Submission must not be defamatory, trade libelous, pornographic or obscene, and must not violate any laws related to hate speech, and it also must not contain, depict, include or involve, without limitation, any of the following: nudity; alcohol or drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language or symbols; derogatory characterizations of any ethnic, racial, sexual or religious groups; content that endorses, condones, or discusses any illegal, inappropriate or risky behavior or conduct; personal information of individuals, including without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services; any identifiable third party products, trademarks, brands, or logos (note: if the necessary consents cannot be obtained, then all identifiable third-party products, trademarks, brands, or logos must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; or any other content that is or could be considered inappropriate, unsuitable, or offensive, all as determined by the Organizers in their sole and absolute discretion.
- (m) *Waiver.* By participating in the Challenge, you understand and acknowledge that Go Studio may have developed or commissioned, or may develop or commission in the future, materials similar or identical to your Submission. You waive any and all claims you may have resulting from any similarities between your Submission and any such materials. In addition, you understand and acknowledge that the Organizers cannot control any information that you may disclose to employees, contractors, or other representatives of the Organizers (who may or may not be Participants in the Challenge) in the course of your participation in the Challenge. You also understand that the Organizers will not restrict work assignments of representatives who may have had access to your Submission. By participating in the Challenge, you agree that the use of such information by the unaided memory of any Organizer's representative in the development or deployment of any products or services will not give rise to any liability of any Organizer under any applicable copyright, patent, or other intellectual property laws.
- (n) *Warranty.* By entering the Challenge, you represent, warrant, and agree that your Submission will meet the requirements of this Section, and that Organizers and other third parties acting on their behalf are free to use the Submission in the manner described above, as provided or as modified by the Organizers or their agents, without obtaining permission or license from any third party and without any compensation to you or another party.

12. **EXCLUSIVE NEGOTIATION PERIOD.** From the date of your registration for the Challenge, until 90 days after the judges award the final prize (the “**Exclusive Negotiation Period**”), you agree to only negotiate with Go Studio about the possibility of licensing, selling, or any other development or commercialization (collectively, the “**Commercialization**”) of your Submission, and any intellectual property related thereto (collectively, the “**Assets**”). During the Exclusive Negotiation Period, you agree that you will negotiate in good faith with Go Studio, and that you will not solicit, initiate, discuss, or encourage the submission of any proposal or offer from any other party for the Assets. Notwithstanding the foregoing, Go Studio may operate its business as it sees fit, and there is no binding obligation for it to negotiate in good faith for the Commercialization of the Assets.

13. **ENTRY CONDITIONS AND RELEASE.**

(a) You acknowledge and agree that the right to participate in the Challenge, and to earn the right to potentially win a prize, and the opportunity to collaborate with the Organizers, and other team members in connection with the Challenge, constitutes good and valuable consideration for the rights granted or waived herein.

(b) By entering the Challenge, you (and each participating member of your team) agree(s) to the following:

- i. The relationship between you, and any Organizer, is not a confidential, fiduciary, or other special relationship;
- ii. You will be bound by and will comply with these Rules and the decisions of the Organizers and judges, which are binding and final in all matters relating to the Challenge; and
- iii. You release and will indemnify, defend, and hold harmless the Organizers, and their respective parents, subsidiaries, and affiliated companies, the prize suppliers, and any other organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Challenge, and all of their respective past and present officers, directors, employees, agent, and representatives (collectively, the “**Released Parties**”) from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant’s entry, creation of submission or entry of a submission, participation in the Challenge, your misrepresentation made under these Rules or otherwise to the Organizers, acceptance or use or misuse of a prize (including any travel or activity related thereto) or the broadcast, transmission, performance, exploitation, or use of a submission as authorized or licensed by these Rules.

(c) Without limiting the foregoing, the Released Parties will have no liability in connection with:

- i. Any incorrect or inaccurate information, whether caused by an Organizer’s electronic or printing error, or by any of the equipment or programming associated with or utilized in the Challenge;
- ii. Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity, or electronic transmission errors, or network hardware or software or failure of the Challenge website;

- iii. Unauthorized human intervention in any part of the entry process or the Challenge;
  - iv. Technical or human error which may occur in the administration of the Challenge or the processing of submissions;
  - v. Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a Participant's participation in the Challenge, or receipt or use or misuse of any prize; or
  - vi. ANY INDIRECT, SPECIAL CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE CHALLENGE OR THESE RULES.
- (d) The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible submissions or for address or email address changes of the Participants. Proof of sending or submitting will not be deemed to be proof of receipt by the Organizers.
- (e) If for any reason any Participant's submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request the opportunity to resubmit its submission. Such request must be made promptly after the Participant knows or should have known there was a problem, and will be determined at the sole discretion of the Organizers.
- (f) By entering, all Participants (including all participating team members) agree to be bound by these Rules and hereby release the Released Parties from any and all liability in connection with the prizes or Participant's participation in the Challenge. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or bodily injury will not be applicable in jurisdictions where such limitation is not legal. In all cases in which the Released Parties are not fully released from liability, their combined total liability will be a maximum of \$1,000.

14. **PUBLICITY/WAIVER OF RIGHT OF PRIVACY.** By participating in the Challenge, you consent to the use of personal information about you by the Organizers, and their parties acting on their behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments, and hometown of residence. Such information may be used in any existing or newly created media or platforms, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes advertising and promotional purposes. The duration of your consent is for a period of three years following the awarding of prizes. This consent also applies, as applicable, to all members of a team, or organization that participated in the winning submission.

15. **PARTICIPANTS INVOLVEMENT IN THE CHALLENGE, AND THE ORGANIZERS RIGHT TO CHANGE RULES, INTERPRET RULES, OR CANCEL EVENT.** Organizers reserve the right, in their sole discretion, to (a) cancel, suspend, or modify the Challenge, or any part of it, if a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control occurs, or (b) disqualify any participant that Organizers find to be actually or presenting the appearance of tampering with the entry process or the operation of the Challenge or to be acting in violation of these Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of the Challenge, or a violation of any applicable law or regulation. Any attempt by any Participant to undermine the proper conduct of the Challenge may be a violation of criminal and civil law. If an Organizer suspects that such an attempt has been made or is threatened, they reserve the right to take appropriate action including, but not limited to, requiring Participant to cooperate

with an investigation and referral to criminal and civil law enforcement authorities. If there is a discrepancy or inconsistency between the terms and conditions of the Rules and disclosures or other statements contained in any Challenge materials, including but not limited to, the Challenge submission form, Challenge website, advertising (including but not limited to television, print, radio, or online), then the terms and conditions of these Rules will prevail. The terms and conditions of these Rules are subject to change by Organizers at any time, including the rights or obligations of the Organizers. The Organizers will post the terms and conditions of the amended Rules on the Challenge website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Rules, or if no time is specified, then the time of posting. These Rules contain the entire legal rights of a Participant, and these Rules are the final, complete, and exclusive commitment of the Organizers regarding the Challenge, and supersede and merge all other prior, contemporaneous, or future communications and understandings by Organizers with Participants. No modification of these Rules by another source is valid unless signed by an officer of Go Studio. Browse-wrap, shrink-wrap, click-wrap, and any other non-negotiated terms or conditions will not amend these Rules or bind Organizers. Any waiver of these Rules must be in writing and signed by an officer of Go Studio. If at any time prior to the Deadline, a Participant believes that any part of the Rules is or may be unclear or ambiguous, then they must submit a written request to Organizers for clarification. An Organizer's failure to enforce any term of these Rules will not constitute a waiver of that provision. If any provision of these Rules is or becomes illegal or unenforceable in any jurisdiction whose laws or regulations may apply to a Participant, then such illegality or unenforceability will leave the remainder of these Rules, including the rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision will be replaced by a valid and enforceable provision that comes closest and best reflects the Organizer's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision. If for any reason the Challenge is not capable of being conducted as intended by Go Studios, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity, or proper conduct of the Challenge, then Go Studio may, at its sole discretion, disqualify any entrant or team deemed responsible for such misconduct or cancel, terminate, modify, or suspend the Challenge.

16. DISPUTES. This Agreement will be governed by and construed in accordance with laws of the State of Georgia and the United States regardless of conflict of law principals. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Georgia located in Atlanta, or in the United States District Court for the Northern District of Georgia, for the purposes of any suit, action, or other proceeding arising out of this Agreement or the subject matter hereof brought by any party, and hereby waive and agree not to assert as a defense or otherwise, in any such suit action or proceeding, any claim that he, she, or it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced by such court. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (i.e., costs associated with entering the Challenge), and Participant

further waives all rights to have damages multiplied or increased, or to participate in a class-action against Organizer(s).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PARTS OF SECTIONS 13(F) AND THIS SECTION 16 MAY NOT APPLY TO YOU.

17. VOID WHERE PROHIBITED BY LAW. This Challenge is void where prohibited or otherwise restricted by law. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR PARTICIPATE IN THE CHALLENGE, OR TO CLAIM A PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.
18. CONDUCT.
  - (a) You or your entire team may be disqualified in the Organizers sole discretion for any of the following actions, with or without warning: (i) verbal abuse or harassment of another participant or Challenge staff; (ii) breach of any agreement entered into in connection with the Challenge; (iii) violation of or non-compliance with any section of these Rules; (iv) violating the spirit of the Challenge; or (v) if an Organizer has reason to believe that you or your team have compromised the integrity or the legitimate operation of the Challenge, or have attempted to compromise the integrity or the legitimate operation of this Challenge, including without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way. Additionally, if during the Challenge, any Organizer or Challenge staff has reason to believe that your health is in danger, you may be required to discontinue your participation in the Challenge, and asked to seek medical assistance. If a teammate of yours is disqualified, you may continue participating in the Challenge if you so choose (assuming you were not involved in such disqualifying conduct).
  - (b) Harassment includes offensive comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of events, and unwelcome sexual attention. Participants asked to stop any harassing behavior are expected to comply immediately. If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of the Challenge team immediately.
19. SUPPORT. The Organizers may provide access to software, APIs, databases, or other tools to assist you in developing your Submission, but the Organizers are not obligated to provide you with any hardware or software support.
20. AWARDING OF BADGES, TROOPHIES, ETC. Throughout the Challenge, Organizers may assign badges, trophies, or other awards to Participants. These badges, trophies, or other awards have no material monetary value and may or may not be assigned by the Organizers in their sole discretion.
21. ADDITIONAL TERMS THAT ARE PART OF THE RULES. Please review the Hackworks 'Terms of Service' at <https://www.hackworks.com/en/terms> for additional rules that apply to your

participation in the Challenge and more generally your use of the Hackworks website. Such Terms of Service are incorporated by reference into these Rules. If there is a conflict between the Terms of Service and these Rules, then these Rules will control with respect to the Challenge only. Participation in the Challenge constitutes Participant's full and unconditional agreement to these Rules. By entering, a Participant agrees that all decisions related to the Challenge that are made pursuant to these Rules are final and binding, and that all such decisions are at the sole discretion of the Organizers. The Organizers collect personal information from you when you register for and participate in the Challenge. The information collected is subject to the privacy policy located here: <https://www.hackworks.com/en/privacy>.

22. CONTACT. If you have any questions or comments, or wish to send us any notice regarding this Challenge, please email us at [gsinnovationjam@hackworks.com](mailto:gsinnovationjam@hackworks.com).