

**“CALL FOR CODE GLOBAL CHALLENGE” CONTEST
PARTICIPATION AGREEMENT v1.2**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ENTRY INTO THIS CONTEST CONSTITUTES ACCEPTANCE OF THIS PARTICIPATION AGREEMENT.

Participants of this event must be 18 years old or have reached the age of emancipation in the jurisdiction in which they are submitting their project, whichever is greater.

SPONSOR:

The "Call for Code Global Challenge" Virtual Hackathon, to be held starting on June 18th, 2018, 12:00 am PDT and ending on October 29th, 2018, 11:59 pm PDT (“Event”, “Contest”), is sponsored by International Business Machines Corporation (“IBM”, “Sponsor”, “we”, “us”), David Clark Cause (“DCC”, “Sponsor”, “we”, “us”) and is held in partnership with AngelHack Corporation (“Partner”).

TEAMS:

Teams of up to 5 individuals are allowed. All members of your team must meet the eligibility criteria contained in this Participation Agreement. If any member of your team is ineligible or otherwise fails to comply with this Participation Agreement, the team as a whole may be disqualified in The Sponsor’s sole discretion. Each team is solely responsible for its own cooperation and teamwork. The Sponsor will not officiate any dispute between members regarding their conduct, participation, cooperation, contribution, prize sharing or intellectual property ownership.

ELIGIBILITY:

THIS CONTEST IS VOID TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. In addition, employees, employers, officers and directors of: (i) IBM, (ii) Judges, (iii) Event and/or event organizers including David Clark Cause and AngelHack and (iv) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration and/or execution of this event and/or this Contest (all collectively the “Promotion Entities”), and, and (vi) the immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the Promotion Entities are not eligible to participate in the Contest. Prior to registering for the Event, each participant, whether individually or as part of a team, must ensure that he/she is in compliance with any employment or other contract to which he/she is a party on issues such as, but not limited to, eligibility to participate, intellectual property and acceptance of prizes.

CONTEST OBJECTIVE:

The 2018 *Call for Code Global Challenge* is a competition that asks developers to outthink natural disasters and build solutions that significantly improve the current state of **natural disaster preparedness** in order to reduce the disruptive impact on human lives, health, and wellbeing.

Call for Code seeks effective, creative, and sustainable applications built during the 2018 *Call for Code Global Challenge* period running from June 18th to September 28th that have a lasting, positive, and significant impact on world natural disaster preparedness.

SUBMISSION:

Your team’s prototype and any other materials submitted in connection with the Event will be referred to herein as your team’s “Submission”. Submissions may include code, project entry information, team participant information, demonstration videos, and documentation. Instructions will be provided on how to submit your project and/or check in the code for your prototype. We will enforce one project Submission per team. Winning teams may be subject to a code review at some point following the event or immediately before the winners are announced. Your team must complete its prototype before the end of the “Hackathon Period,” running from June 18th, 2018 to September 28th, 2018.

INTELLECTUAL PROPERTY:

Participants own the rights to the Submission they create during the Contest, subject to any license terms of the underlying Technology used in the Submission. Your team may create a prototype using data and/or API’s or other copyrightable material owned by third parties. This could mean that you or a teammate use Technology owned or licensed by a third party. "Technology" means, without limitation, content (including pictorial, audio and audio-visual content), code, specifications, technical information, algorithms, images, design, art, music, graphics, SFX, data, and any other information or materials protected by any intellectual property right. You and your team must abide by the terms of any licenses associated with any third-party Technology used as part of your Submission, including any payment terms or other license terms that could apply for continued use of the Technology. By participating in the Hackathon, you will receive access to certain proprietary software, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audio-visual content (“Material”) owned by the Sponsor or its affiliates, partners or licensors. You must comply with all license terms associated with such Sponsor Material, including any payment terms or other license terms that could apply for continued use of the Technology. Your team will be disqualified if the Sponsors have any reason to believe that your team has violated the terms of this paragraph. You should consult with appropriate advisors or legal counsel if you have any doubt as to whether you are meeting the requirements of this paragraph. Your team may bring to the Hackathon any pre-developed or licensed Technology that you plan to use in connection with your prototype, provided that such Technology meets the requirements of this paragraph.

As a condition of entry, you grant Sponsor and Partner a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, publicly perform, publicly display, or publish any Submission in whole or in part that is submitted to this Event, for any purpose, including the purposes of allowing the Sponsor and Partner to test and evaluate the entry for purposes of this Event, to administer the technical and other requirements of the Event, including distribution of the entry to the Sponsor and Partner, and for Prize award, verification and fulfillment.

DEMONSTRATIONS:

Following the Hackathon Period, teams who have been selected as semi-finalists will have two to three minutes to demonstrate, via a video, its Submission to a panel of judges selected by the Sponsor. Demonstrations will occur virtually via Screencasts during the “Judging Period”, set to

occur between October 1st - October 22nd, 2018. Demonstration time limits may be shortened or lengthened in the Sponsor's sole discretion depending on the number of Entries. You may present your Submission in any way you see fit, but you are encouraged to explain and demonstrate how your Submission meets the judging criteria below. Presentation order and the Sponsor in its discretion.

JUDGING:

A panel of judges will evaluate each Submission immediately after its demonstration using a combination of judging criteria:

Each submission will be scored in each round based on the following criteria with a minimum score of 0 and maximum score of 20 points, with the final score being the average of the judges' scores and an assessment of

- Completeness and transferability (5 points)
- Effectiveness and efficiency (5 points)
- Design and usability (5 points)
- Creativity and innovation (5 points)

A current list of judges can be found at the Event Website (callforcode.org/challenge). Judges are subject to change in The Sponsor's sole discretion. A judge may elect to recuse him or herself from evaluating a Submission, or The Sponsor may require a judge to recuse him or herself from evaluating a Submission, if, in the judge's or The Sponsor's discretion, it would not be appropriate for the judge to evaluate a participant's Submission because of a past or current relationship with the participant. Recusal decisions are final and not subject to appeal.

WINNER ANNOUNCEMENT AND VERIFICATION:

Potential winners will be announced shortly after the Judging Rounds via Slack or via E-Mail. The Sponsor may take any actions necessary to verify a team's compliance with this Participation Agreement before awarding a Prize, including, without limitation, engaging a third-party vendor to evaluate the prototype software code and/or requiring a team to provide evidence of permission to use certain third-party materials. You understand and acknowledge that even though your team may be announced as a winner, if you as an individual, or your team's compliance with this Participation Agreement cannot be verified to the satisfaction of The Sponsor, The Sponsor will select an alternate winner. If you or your team is chosen as a winner, you may be asked to sign additional agreements related to prizes, travel, taxes, and appearances at the Global Prize Award Event.

PRIZE:

GRAND PRIZE: \$200,000.00 USD (Distributed by David Clark Cause)

- The *Call for Code Global Prize*
- Open source project support from The Linux Foundation
- Venture capitalist introduction for an opportunity to secure funding
- Opportunity to deploy the solution through the IBM Corporate Service Corps
- Plus travel to the *Call for Code Global Prize Event* in October

RUNNER UP PRIZE: \$25,000.00 USD (Distributed by David Clark Cause)

- Plus travel to the *Call for Code Global Prize Event* in October

2nd RUNNER UP PRIZE: \$25,000.00 (Distributed by David Clark Cause)

- Plus travel to the *Call for Code Global Prize Event* in October

3rd RUNNER UP PRIZE: \$10,000.00 (Distributed by David Clark Cause)

4th RUNNER UP PRIZE: \$10,000.00 (Distributed by David Clark Cause)

PRIZE CONDITIONS:

All Prize details will be determined by The Sponsor in its sole discretion. The Sponsor reserves the right to substitute a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of any Prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner. If a Prize is unclaimed within a reasonable time after notification from The Sponsor, as determined by The Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible Entries at The Sponsor's sole discretion.

Participant acknowledges that a goal of this Contest is to encourage the development of contributions which may be freely adopted by the community and deployed to the areas of greatest need, and that your Submission must be licensed under the Apache License, Version 2.0, which may be available at <https://www.apache.org/licenses/LICENSE-2.0>.

Participant agrees that should the "Official Call for Code VC", defined as the Venture Capital Program Affiliate, notify The Grand Prize winning team during the Review Period (defined as thirty (30) days from the Event end date) of its desire to execute an agreement for Venture Capitalist's ("VC") use and commercialization of the Concept, Participant(s) and VC will negotiate in good faith for an agreement under mutually acceptable terms. If VC expressly and unequivocally rejects the proposed Submission during the Review Period or fails to notify Participant(s) of its wish to enter into an agreement by the end of the Review Period, or the parties hereto are unable after negotiation in good faith to conclude an agreement within the Review Period after the end of the Review Period, either party shall have the right to pursue arrangements with other parties. Any such agreement will be subject to the rights discussed in the Intellectual Property section of this Agreement. The respective parties agree not to negotiate terms of an agreement with any third party during the Review Period. No other organizing party may request First Right of Refusal for any concept or product built as part of this Event.

YOUR SUBMISSION:

Your Submission must:

- a. Adhere to the terms of service per this agreement and the rules stated at the beginning of the event

- b. Not breach the terms and conditions of any embedded software or services used by your Application, including Sponsor or Partner APIs, which you accept separately from this agreement when you choose to use those APIs.
- c. Not contain any malicious code or backdoors,
- d. Not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by the Sponsor in its sole discretion)
- e. Not contain, depict or refer to any content which disparages or refers negatively to the Sponsor, the Event, or any other person or entity (all as determined by the Sponsor in its sole discretion); and
- f. Not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).
- g. All code developed as part of the "Call for Code" must be fresh, meaning that the portion that's included in the main source code repository has been developed explicitly for this Contest and that all existing dependent libraries are equally available to all participants.
- h. All submissions must be deployed and run on the IBM Cloud or IBM Systems (using public, private, or hybrid models) and make use of IBM Cloud services to be eligible for Prizes.
- i. Before the start of the "Call for Code", developers can create wireframes, designs and user flows. To keep things fair, all code must be written during the duration of the "Call for Code" Challenge, from June 18th to September 28th.
- j. You may use any coding languages or open-source libraries.

DISQUALIFICATIONS:

Your team's Submission may be disqualified if the Sponsor has reason to believe, in the Sponsor's sole discretion, that your Submission (a) contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive; (b) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Submission; (c) infringes any third party intellectual property rights; (d) violates any applicable law or (e) violates or does not comply with any section of this Participation Agreement.

You and/or your entire team may be disqualified for any of the following actions, with or without warning, in The Sponsor's sole discretion: (i) verbal abuse of another participant or Event staff; (ii) inappropriate touching or harming of another participant or Event staff; (iii) breach of the Event Participant Agreement or any other agreement entered into in connection with the Event; (iv) violation of or non-compliance with any section of this Participation Agreement, (v) if any of your team members fail to submit a properly executed Participation Agreement or (vi) violating the spirit of the Event. If the Sponsor has reason to believe that you or your team has compromised the integrity or the legitimate operation of this Event, or has attempted to compromise the integrity or the legitimate operation of this Event, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way, your If during the Event, any Event staff has reason to believe that your health is in danger, you may be required to discontinue your participation in the Event and asked to seek immediate medical assistance. Your teammates, if any, may continue participating in the Event if they so choose.

All disqualification decisions are final and not subject to appeal.

CODE OF CONDUCT:

Harassment includes offensive verbal 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 talks or other events, inappropriate physical contact, and unwelcome sexual attention.

Participants asked to stop any harassing behavior are expected to comply immediately.

As this is a Hackathon Event we would like to explicitly note that the hacks created at our Event are equally subject to the anti-harassment policy.

Sponsors and partners are also subject to the anti-harassment policy. In particular, Sponsors should not use sexualized images, activities, or other material. Sponsor representatives (including volunteers) should not use sexualized clothing/uniforms/costumes, or otherwise create a sexualized environment.

VIDEO TAPING AND STILL PHOTOGRAPHY:

By participating in the Event, you agree to be photographed and videotaped by the Sponsor or its contractors without receiving compensation of any kind. You understand that the images and footage may be broadcast, displayed, reproduced, edited, exhibited, used and distributed by the Sponsor over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue producing and/or any other purpose as the Sponsor determines in its sole and absolute discretion. This authorization explicitly includes the use of your name, likeness, and/or voice. You may opt out of being photographed and/or videotaped by informing Event staff upon check-in at the Event that you do not consent to be photographed or videotaped, or by approaching the photographers or videographers directly.

ADDITIONAL TERMS:

The failure of The Sponsor to comply with any provision of this Participation Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of The Sponsor (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of this Participation Agreement. The Sponsor assumes no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from downloading materials or software in connection with the Event. The Sponsor is not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Submission information; for errors in any promotional or marketing materials or in this Participation Agreement; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Sponsor reserves the right to cancel, modify, or suspend the Event or any element thereof (including, without limitation, this Participation Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Participation Agreement). In the event of cancellation, modification, or suspension, the Sponsor

reserves the right to select winners in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension. The Sponsor may prohibit any entrant or potential entrant from participating in the Event, if such entrant or potential entrant shows a disregard for this Participation Agreement; acts with an intent to annoy, abuse, threaten, or harass any other entrant, the Sponsor, the Partner, or the Sponsor or Partner's agents or representatives; or behaves in any other disruptive manner (as determined by the Sponsor in its sole discretion.)

SPONSORS AND PARTNER WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE EVENT OR THESE EVENT RULES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS SPONSORS AND PARTNER AND THEIR EMPLOYEES, OFFICERS, AFFILIATES, AGENTS, PARTNERS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THE EVENT RULES (B) ANY MISREPRESENTATION YOU MAKE UNDER THE EVENT RULES OR OTHERWISE TO SPONSORS AND PARTNER; (C) YOUR PARTICIPATION IN THE SPONSORS AND PARTNER EVENT; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

Signature:

Date:

Print Name:

I declare that I am at least eighteen (18) years old or the age of emancipation in the jurisdiction in which I am submitting this project, whichever is greater, and certify that I am eligible, as described in the Eligibility Section of this Agreement, to participate in this Event.

SPONSOR:

International Business Machines Corporation, New Orchard Road, Armonk, New York 10504
David Clark Cause, 1327 Arapahoe Avenue, Boulder, CO 80302