

**“2020 CALL FOR CODE GLOBAL CHALLENGE” CONTEST  
PARTICIPATION AGREEMENT v1**

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.**

By hitting submit, you are electronically agreeing to the terms of this Participation Agreement (“Participation Agreement”).

**SPONSOR:**

The "Call for Code Global Challenge" Virtual Hackathon, to be held starting on February 26, 2020, 12:00 am PDT and ending on July 31, 2020, 11:59 pm PDT (“Event”, “Contest”), is sponsored by International Business Machines Corporation (“IBM”, “Sponsor”, “we”, “us”) and David Clark Cause (“DCC”, “Sponsor”, “we”, “us”).

**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 Sponsors’ sole discretion. Each team is solely responsible for its own cooperation and teamwork. The Sponsors 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 Group, including Red Hat (ii) government agencies, departments, branches, instrumentalities and public enterprises, whether regional, national or local (iii) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration, organization (including David Clark Cause) and/or execution of this event and/or this Contest (all collectively the “Promotion Entities”), and, and (iv) 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.

IBM Group includes IBM Corporation and any legal entity and the subsidiaries it owns by more than 50 percent. It also includes Red Hat Inc. and all its subsidiaries.

**CONTEST OBJECTIVE:**

The 2020 *Call for Code Global Challenge* is a competition that asks developers to build sustainable open source solutions that address the world's greatest humanitarian issues. This year the competition will have two tracks. One track is for solutions that help halt and reverse the impact of climate change. The second track is for solutions to mitigate the impact of global pandemics like COVID-19 on communities around the world.

Call for Code seeks effective, creative, and sustainable applications built during the 2020 *Call for Code Global Challenge* period running from February 26, 2020 at 12:00 am PDT to July 31, 2020 at 11:59 pm PDT, that have a lasting, positive, and significant impact on climate change or global pandemics.

**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, promotional materials such as videos describing your Submission, 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, per track. Submissions to multiple tracks may contain a single code base, however, the submission and use case must be tailored to the specific track being submitted to. 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 Event period running from February 26, 2020 at 12:00 am PDT to July 31, 2020 at 11:59 pm PDT.

You acknowledge and understand that Sponsors may use your Submission for promotional opportunities, including in promotional activities, public announcements, media events, or other marketing opportunities, specifically as it relates to your participation in the 2020 Call for Code Global Challenge, without further notification, permission or compensation.

You affirm that you own or have valid license rights or permission to use any Technology (as defined below) included in your Submission.

**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 APIs 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 Event, 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 a 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 Event 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 each Sponsor 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 Sponsors 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 Sponsors, and for Prize award, verification and fulfillment.

### **JUDGING:**

A panel of judges will evaluate each Submission using a combination of judging criteria as described in this section. Notwithstanding the foregoing, the Sponsors may reject any Submission that does not satisfy the objective of either track of the Event in the Sponsors’ discretion. Any such decision is final and not subject to appeal.

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](http://callforcode.org/challenge)). Judges are subject to change in the Sponsors’ sole discretion. A judge may elect to recuse him or herself from evaluating a Submission, or a Sponsor may require a judge to recuse him or herself from evaluating a Submission, if, in the judge’s or a 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 E-Mail. The Sponsors 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 Sponsors, the Sponsors 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 Announcement.

#### **PRIZE:**

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

- The *Call for Code Global Prize*
- Open source support from The Linux Foundation
- Meetings with mentors and potential investors
- Solution implementation support through Code and Response™, the deployment initiative from IBM.
- Travel to the *Call for Code Global Award Announcement*

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

- Travel to the *Call for Code Global Award Announcement*

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

- Travel to the *Call for Code Global Award Announcement*

##### **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 Sponsors in their sole discretion. The Sponsors reserve 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 Sponsors, as determined by the Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible Entries at the Sponsors' sole discretion. The Sponsors also reserve the right to create additional prizes for the Contest.

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>.

#### **YOUR SUBMISSION:**

Your Submission must:

- a. Adhere to the terms of this Participation 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 Submission, including Sponsor APIs, which you accept separately from this Participation 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 Sponsors in their sole discretion);
- e. Not contain, depict or refer to any content which disparages or refers negatively to a Sponsor, the Event, or any other person or entity (all as determined by the Sponsors in their 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).

In addition, the following conditions apply to each Submission:

- g. All code developed as part of the "Call for Code" Contest must be fresh, meaning that the portion that is 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 make use of one or more IBM Cloud services or IBM Systems (using public, private, or hybrid models) to be eligible for Prizes.
- i. Before the start of the "Call for Code" Contest, participants are permitted to create wireframes, designs and user flows. However, all code must be written during the duration of the "Call for Code" Contest, from February 26, 2020 at 12:00 am PDT to July 31, 2020 at 11:59 pm PDT.
- j. You may use any coding languages or open-source libraries.

#### **DISQUALIFICATIONS:**

Your team's Submission may be disqualified if either 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 either 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 this 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 either 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 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 Sponsors or their 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 either 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 a 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. Neither Sponsor assumes 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. Neither Sponsor is 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 Submissions that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Sponsors reserve 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 Sponsors reserve 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 Sponsors 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, a Sponsor, or a Sponsor's agents or representatives; or behaves in any other disruptive manner (as determined by a Sponsor in its sole discretion.)

SPONSORS 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 EACH SPONSOR 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; (C) YOUR PARTICIPATION IN THE EVENT; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

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 Participation 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