

IBM EDTECH YOUTH CHALLENGE: SOUTHEAST MICHIGAN

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. COMPLETION OF IBM DOCUMENTATION REQUIRED TO PARTICIPATE IN THE CONTEST.

By participating in the IBM EdTech Youth Challenge (the “Contest”), you individually and inclusively as a team (if a minor this includes your parent/legal guardian) as the “Participant” agree to be bound by the IBM EdTech Youth Challenge Official Rules (these “Official Rules”), IBM Documentation and all Contest related communications from the Sponsor (including its authorized representatives and organizers) in any and all media/medium, and the decisions of the Sponsor and Judges (including their authorized representatives) which are final and binding in all respects. By participating, Participants accept these Official Rules on his/her own behalf and on behalf of his/her successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights by, from or through Participant.

DESCRIPTION OF CONTEST: This IBM sponsored Contest is a limited participation, invite only, skill-contest for student teams from Southeast Michigan. Sponsor will require one team member (if all minors then a parent/legal guardian) to be the liaison for the team to be the primary point of contact for the team during the Contest. Each student, teams, and parent/legal guardian may be collectively referred to herein as Participant, or referred to individually as applicable.

The Contest is designed for Participants to create, optimize, and develop--using the provided Artificial Intelligence (“AI”), Cybersecurity, or Robotics -- a compelling solution to address the challenge they present (“Entry” or “solution”). Sponsor will invest in (1) overall winning Entry with a grant to the applicable non-profit institution (The INDUSTRY) (valued at approximately up to \$100,000) for a one-to-two-week internship tailored specifically to focus on the education challenge and endeavor to implement the solution (“IBM Education Grant” or “Grant”). This is a grant of cash only to support the overall competition and one-to-two-week immersive experience for the winning team.

Competition consists of two rounds. Round I consists of completion of various tech competency modules and online submission of a formal Challenge Proposal within the time specified (“Proposal”) on the basis of which six (6) teams will be selected as finalists using the applicable judging criteria for the opportunity to further compete in the Challenge (“Finalists”). Round II consists of the selected six (6) Finalist teams and parent/guardian (as applicable) travelling in-person to an on-site Design Thinking Session (“Design Thinking Session”) at which an opportunity will be provided for all six (6) Finalist teams to collaborate for a period of time with subject matter experts who will assist the teams in further developing and devising their Proposal. Finalist teams will then give a timed, oral presentation to the judges (“Presentation”) who will evaluate the Presentations from each team based on the applicable judging criteria to select one (1) winning team. Grant will not be awarded to the student/teams, but to The INDUSTRY through the IBM Education Grant process.

Completion of the registration process, online modules, project proposals, submission of Challenge, submission of Proposal, and final selections (and all content, ideas and concepts included therein) constitute an Entry into this Contest and are all required (as applicable). In the Contest, or any part thereof, if any Finalist or other Participant is suspected of cheating or artifice, or engages in behavior that, as determined by Sponsor (or its designee) in their absolute discretion, is disrespectful, obnoxious or threatening, dangerous, unsafe, harmful, illegal or that is intended to annoy, abuse, threaten or harass any other person, or that may cause property damage or loss, Sponsor reserves the right to terminate their participation and disqualify them from the Contest immediately.

All costs, fees, and expenses of attendance incurred by Participant to participate in the Contest will be supported at the discretion of The INDUSTRY (“host organization”). All transportation to be provided by the applicable host organization and subject to its requirements for permission slips and other use restrictions. The Award Ceremony and on-site internship experience at the host organization, in whole or in part, may be filmed or recorded by Sponsor, Promotion, Entities, Participants or other third-parties. Sponsor will not provide any laptop computers or smartphones. Participant must provide whatever they reasonably believe they need to participate in the Challenge, such as a smartphone, laptop computer, etc. High speed wireless internet will not be provided barring extenuating circumstances.

Registration, IBM Documentation and these Official Rules, and specific details and instructions may be found at <https://ibm.org/edtech-youth-challenge> (the Challenge “Website”).

CONTEST PERIODS: Round 1 of the Contest begins on or about 8:00 AM ET on September 1, 2020, and ends approximately 4:00 PM ET on November 20, 2020. Round 2 of the Contest begins on or about 8:00 AM ET on approximately November 21, 2020, and ends approximately 4:00 PM ET on approximately December 7, 2020 (the “Contest Period”).

All required Documentation and completed Proposals must be submitted (“Submission Period”) by 4:00 PM ET on November 20, 2020. After the conclusion of a period of time for judging of Entries (anticipated to be several weeks), six (6) winning teams will participate in a one-day design session on approximately December 7, 2020, with one (1) winning team being announced at the end of the design session on December 7, 2020. An Awards Ceremony will be held after the winning team is announced (time and location are to be determined, but will run for approximately 2 hours).

All dates and times are subject to change in Sponsor’s sole discretion. Times are approximations and may be subject to change/variations due to Participant and judges availability and the fact that the Awards Ceremony is a live event; times may be shortened or extended as necessary due to exigencies of the circumstances or as deemed necessary by Sponsor but shall apply uniformly to all participation/participants. All times relating to the Contest are Detroit, United States, local time (ET). The Sponsor’s clock shall be the official time keeping device for the Contest, unless otherwise stated. Awards Ceremony and immersive experience locations and venues may be subject to change or cancellation, and is subject to the receipt of sufficient eligible Entries (in Sponsor’s sole and absolute discretion).

SPONSOR: The Contest is sponsored by Corporate Social Responsibility, International Business Machines (“IBM” or “Sponsor”), located at One New Orchard Road, Armonk, NY 1050.

REQUIREMENTS PRIOR TO PARTICIPATION: Prior to being allowed to participate in the Contest, eligible invitees (including the invitees’ parent/legal guardian) will be required, among other things, to register for the Challenge, agree to be bound to these Official Rules, and execute and comply with required IBM Documentation (anticipated to include an Parental Consent, Privacy Policy, Terms of Use, and/or Winner Declaration, and any other specific instructions, directions and documentation that may be required by Sponsor) (“IBM Documentation”). The IBM Documentation will be made available during registration. If Participant does not agree to all the terms and conditions of participation stated in the IBM Documentation, Participant is not eligible to participate in the Contest.

Participant (or if a minor their parent/legal guardian) may be required to sign a physical or electronic copy of the applicable IBM Documentation when requested by IBM. The Contest, participation therein, and all Participants, Entries and Presentations --- in addition to the aforementioned IBM Documentation --- also subject to and governed by the IBM Privacy Policies (defined below in the PRIVACY AND PUBLICITY

Section) and agreement to these Official Rules (references herein to the Official Rules include the IBM Privacy Policies).

TEAM MEMBERSHIP: Unless otherwise expressly agreed by Sponsor, participants may NOT participate in the Contest individually and MUST work in teams comprised of approximately three (3) to six (6) eligible students and, when necessary, a parent / guardian. Participants may only work on one (1) team. Participants affirmatively agree to work on their team's Entry only and in a spirit of mutual collaboration and respect for all team members and their contributions. Sponsor reserves the right, at its sole discretion, to disqualify an individual team member, without affect to the applicable Entry or applicable remaining team members, due to such individual's noncompliance, failure or behavior. The same Entry cannot be entered into this Contest more than one time, or by more than one Participant, and in such event, one or all Participants and Entries may be disqualified.

ELIGIBILITY: Eligible participants in this Contest must be residents of the State of Michigan, as recognized by applicable state and federal laws of the United States of America and must not be ineligible (as provided herein) or under a conflicting contractual or legal restriction to enter. A team representative must be 18 years of age or older and have the necessary consent of the parents/guardians of other team members to participate in the Contest as provided herein. For any minor child under 18, his/her parent or legal guardian must accept these Official Rules and IBM Documentation on his/her child's and his/her own behalf. By participating in their respective capacities, all student Participants (including their parent or legal guardians) and team representative represent and warrant they have the legal right to do so, understand that these are binding legal agreements and accept their terms and the decisions of the Sponsor which are final and binding.

INELIGIBLE INDIVIDUALS: THIS CONTEST IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW.

In addition, children of employees, officers and directors of: (i) IBM, (ii) "Promotion Partners" if any are identified by IBM prior to or during the Contest, (iii) Judges, (iv) Awards Ceremony organizers and any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration and/or execution of the Contest or any element thereof (i, ii, iii and iv are collectively the "Promotion Entities"), and/or (v) children living in the same household (whether or not related) of any Government or public service employee, or any of the Promotion Entities are not eligible to participate in the Contest.

ADDITIONAL IMPORTANT NOTICE: Participants and parents/guardians have the responsibility to review and understand applicable policies, laws, rules and/or regulations, tax implications, and any other limitations (collectively "policies and laws") regarding eligibility to participate in promotions and/or receive grants in connection therewith. Promotion Entities disclaim all responsibility and liability relating to the above.

ENTRY PROCESS & REQUIREMENTS: Any number of teams from Southeast Michigan may participate in the Challenge. Limit one (1) Entry per Participant/team.

In whole or in part unsuccessful, exploitative, fraudulent, misleading, harmful, non-functioning, invalid, non-compliant, incomplete Entries in whole or in part or those not deemed to be submitted in good faith may be disqualified. Proof that an Entry is submitted is not proof or evidence that the Entry and/or Participant is eligible for the Contest. Participants who quit, are disqualified, ejected or otherwise fail to complete any part of the Contest requirements will not be eligible to win in the Contest; however, in

Sponsor's sole discretion, the remainder of their team may or may not be eligible—depending on the reason for ejection/disqualification.

Further, by entering this Contest, participants hereby represent, warrant and covenant (as applicable), and agree to produce written evidence of such if requested, that:

(i) The Entry, in whole and in part, is original work of Participant, is original to the Contest (i.e. was not developed in any substantive form/format prior to the Contest), does not violate or infringe upon any laws, rules, regulations, proprietary or intellectual property rights (including copyrights, trademarks, patents, trade secrets, industrial property rights, personal or moral rights), or any other laws, regulations, or rights whatsoever of any country, person and/or entity;

(ii) The Entry, in whole and in part, is submitted to the Contest by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the Entry or any part thereof, who are depicted (directly or indirectly) in the Entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the Entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the Entry and its use pursuant to these Official Rules;

(iii) Participant has all other rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights granted to the Promotion Entities in these Official Rules, and the exercise thereof by the Promotion Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, approval or consultation rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the submission, use, exhibition and/or any other use or exploitation of the Entry, in whole and in part, the use thereof by Sponsor, and the exercise by Promotion Entities of any of the rights granted in these Official Rules;

(iv) The Entry in whole or in part contains no malware, including viruses, trojans, worms, bugs, spyware or any other harmful software, code or other devices; and

(v) The Entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious or sensitive content, or illegal content (including but not limited to technology or other content that is prohibited from export), content of an obscene or menacing character, and does not otherwise appear to condone such issues, or offend against reasonable standards of taste and decency.

In order to be eligible for this Contest, the submitted Entry, in whole and in part (and its entrant(s)) must comply with all other terms stated in these Official Rules.

GENERAL ENTRY CONDITIONS: Once submitted, an Entry may not be cancelled or deleted, enhanced, added to, or improved, and will not be returned, if applicable. The Entry may be displayed, viewed and used by the Promotion Entities in whole or in part, as provided herein and by others interested in, involved with, or administering the Contest, and by all other participants in Awards Ceremony and two-week internship experience. Participants assume all risk of ineligible, damaged, lost, late, incomplete, invalid, incorrect, incompatible, non-functioning, or misdirected Entries, in whole or in part, and such will not be eligible for an award.

SPONSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH ITS ABILITY TO IN ANY WAY ENABLE, DEVELOP, MARKET

OR PROMOTE THE PARTICIPANT, THE ENTRY, NOR THE IDEAS OR SOLUTION EMBODIED OR SET FORTH IN THE ENTRY, IN WHOLE OR IN PART.

Without limitation, Sponsor reserves the right to immediately disqualify and/or remove at any time (before, during or after the Contest) any Entry and/or Participant for any reason in its absolute discretion. Without limiting the foregoing, if at any time a Participant and/or winner is found to have breached, violated or failed to comply with these Official Rules (or any IBM Documentation or other agreement), in whole or in part, at any time, or is or found at any time to have been ineligible, they will be immediately disqualified and agree to immediate return in full any and all awards to Sponsor (if applicable), and award may go unawarded.

Participants understand, recognize and accept that, without fault of the Promotion Entities, other Participants or persons may have provided one or more of the Promotion Entities, or others, or made public, or may in the future submit, or make public, ideas and supporting materials that are the same or similar to Participant's Entry. Further, Sponsor and other Participants may have independent access to, may create or have created apps, technologies, methods, materials and ideas which may be similar or identical in whole or in part to another Entry in concept, code, theme, idea, format or other respects. In the event that an Entry is identical or similar to the Entry of another Participant, the Promotion Entities reserve the right to score one Entry higher than the other, subject to the judging criteria set forth herein, in the discretion of Sponsor and Judges. Entries may not be acknowledged and will not be received or held "in confidence" or "in trust" and by submitting an Entry it does not create a confidential relationship or obligation of secrecy between Participant and any of the Promotion Entities. Participants will not now or in the future be entitled to any approval, rights of compensation, or any other payment, and agree not to assert any moral rights with respect to their Entry in whole or in part. Further, Participants, winning teams and host organization, Grant Recipients agree that by submitting an Entry and/or receiving a Grant in the Contest does NOT give rise to or in any way create, either express or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between them and any one or more of the Promotion Entities, or any other person or entity. The Promotion Entities disclaim all responsibility and liability relating to all of the above; by entering Participants agree to release, indemnify, defend and hold them harmless in all respects thereto. In any event where the Promotion Entities are liable for any damages incurred by Participants under the applicable laws, the Promotion Entities' liability shall be limited to actual and direct damages which are reasonably incurred by Participants except in the case of willful misconduct or gross negligence by the Promotion Entities.

NO CONFLICTS OF INTEREST: Neither IBM nor the host organization believes that the Grant raises any actual or potential conflicts of interest. The Grant is independent of any past, present or potential future arrangements, and is not connected to an existing business relationship between the host organization and IBM. The letter agreement does not obligate either IBM or the host organization to enter into future business with the other. The host organization agrees that this Grant is not intended to influence, and will not influence, the IT procurement decisions of the host organization (or any organization with which your officers, board members or trustees are affiliated), and that this Grant is not intended, in any manner, to circumvent any established city or state procurement or ethics laws or rules.

No part of the Grant is to be used to undertake any activity that may directly or indirectly support terrorists or acts of terrorism, or for any other unlawful purpose.

The host organization confirms that the Grant complies with all applicable city and state ethics laws, and the Grant does not conflict with any applicable law, regulation, or agency policy. The host organization has obtained all necessary approvals and authorizations to accept the Grant. The host organization shall provide at IBM's request a statement from its attorney confirming the foregoing.

The host organization will use the services and deliverables provided hereunder solely for the benefit of the host organization, in a manner that reflects the highest standards of ethical conduct and in accordance with all applicable laws, rules and regulations, including without limitation anti-bribery laws. The host organization agrees that no individual associated with or employed by the host organization will improperly benefit, whether directly or indirectly, from the Grant. The host organization will not offer, promise or make, directly or indirectly, any payment for the purpose of improperly influencing (or inducing anyone to influence) decisions or actions of any official of a government controlled entity or public international organization.

The Grant is provided on the understanding confirmed by the host organization that the Grant will not preclude or restrict IBM from proposing or bidding on any business opportunities that might exist now or in the future with the host organization. The Grant is not made for the purpose of lobbying. The host organization will take appropriate action to mitigate or eliminate any conflicts of interest that might interfere with this Grant or any future agreements between the parties.

JUDGING CRITERIA & WINNING TEAM SELECTION: Eligible Round 1 Entries submitted for initial judging by a panel of subject matter experts (the “Judges”) selected by Sponsor from IBM or Promotion Partners using the following Judging Criteria to select thirty (30) teams as potential finalists:

- Originality and Uniqueness (30%)
- Usefulness (30%)
- Technical Complexity (25%)
- Feasibility of Implementing Solution (15%)

In the case of a tie in initial judging, the tie will be broken (among the tied potential winning Entries) by the highest combined score(s) in the Usefulness category, and if a tie still remains the tie will be broken (among the remaining tied Entries) by the Entry with the highest score in the Originality category.

Eligible Finalist Entries will be judged by a panel of subject matter experts (the “Judges”) selected by Sponsor using the following Judging Criteria to select one (1) winning team:

- Originality and Uniqueness (25%)
- Live Pitch Presentation (25%)
- Usefulness (25%)
- Technical Complexity (25%)

In the case of a tie in the final judging, the tie will be broken (among the tied potential winning Entries) by the highest combined score(s) in the Usefulness category, and if a tie still remains the tie will be broken (among the remaining tied Entries) by the Entry with the highest score in the Technical Complexity category.

Assuming sufficient eligible Entries are received, it is anticipated that potential Finalists and adjudged winning teams will be selected based on their highest combined score in accordance with the above Judging Criteria applicable to that Round of the Contest. Sponsor may, but without obligation, select more than the stated number of Finalists/winning teams if found to be of exceptional quality in Sponsor’s sole and absolute discretion. Sponsor reserves the right to select fewer than the stated number of Finalists/winning teams due to insufficient eligible and qualified Entries/Participants. By way of example only, Sponsor reserves the absolute right in its sole discretion to disqualify as ineligible Entries that do not provide (in Sponsor sole determination) a credible or feasible solution using AI, and/or appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant.

Grant awards are subject to Participants’ and Grant Recipient’s (defined hereinbelow) verification of eligibility and compliance.

Scores will not be made public at any time. Judging at any phase of the Contest may be extended due to exigencies of circumstances. In the event any Participant is a potential winner but is disqualified, forfeits the opportunity to continue/receive an award in the Contest, or is otherwise unable or unwilling to participate or accept an award (as applicable), Sponsor reserves the right to decide if the entire team may continue to be eligible or if the entire team should be disqualified and an alternate Entry and potential winner should be selected (in Sponsor's sole discretion) and only if fair, and sufficient time exists.

GRANT awarded to the host organization in ("Grant Recipient"). Grant consists solely of cash in the amount \$100,000 to the host organization), subject to applicable use and licenses agreements, and will be used solely to support the one-week immersive experience for the winning teams at IBM's offices in Detroit, Michigan, or other partner offices as to be determined, in January, 2021.

Limit one (1) Grant per competition to the host organization. Grant awards are contingent upon verification of potential winning teams and Entry, confirmation of host organization's eligibility to receive a Grant, and compliance with these Official Rules. Grant must be accepted as a whole or will be forfeited in its entirety. Failure to execute required Grant documentation will cause Grant to be forfeited; it will not be awarded to an alternate. Sponsor reserves the right not to award a Grant for any reason if doing so would constitute a violation of policies or laws, if it would not be in the spirit of the Contest, or if it may adversely affect the business reputation or goodwill, or have a detrimental impact on Sponsor, this Contest, any of Sponsor's brands, products or services as determined by Sponsor in its absolute discretion.

These Official Rules shall control and serve to clarify any confusion, discrepancy, error or mistake communicated (at any time before, during, or after the Contest or any part thereof) in any and all media and by any and all persons (whether or not the Sponsor). In addition to the documents required to receive IBM Education Grant and IBM Services and Software, potential Grant Recipient will be required to sign and return a Declaration of Eligibility, Release of Liability, and where legal, Publicity Release for receipt by Sponsor within the time/date specified by Sponsor, or else the Grant will be forfeited in its entirety; an alternate winner will not be selected. Grant is not assignable or transferable in whole or in part. No cash or other substitutions allowed, in whole or in part; except Sponsor reserves the right to substitute an award of comparable value. In no event will Sponsor or Promotion Entities be responsible for awarding more than the stated value/number of Grants. With the exception of all valid manufacturer's warranties IBM Services and Software are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement.

TAXES: Host organization grant Recipient is solely responsible for any local, state, federal/country or any other applicable taxes, compliance with (governmental) reporting, filing and documentation requirements, and for any other costs, expenses and fees connected with their acceptance and use of the Grant in their respective jurisdictions.

COMPLIANCE AND DISQUALIFICATION: In the event of disqualification for noncompliance, ineligibility, if a potential winning host organization refuses or fails to complete and return release documents as directed on or within the time stated, or for any other reason arising after the Awards Ceremony, that award will be forfeited in its entirety and such will not be awarded.

Returned, undelivered, unclaimed, forfeited or un-awarded Grants or any portion thereof will not be (re)awarded. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the Grant to any Grant Recipient.

THESE OFFICIAL RULES (ENGLISH VERSION) SHALL GOVERN THE CONTEST AND ALL ELEMENTS THEREOF AND OUR RESPECTIVE OBLIGATIONS WITH RESPECT THERETO. USE OF THE WEBSITE, INFORMATION PRACTICES, AND ALL OTHER GENERAL TERMS ARE GOVERNED BY SPONSOR'S TERMS OF USE FOR THE WEBSITE AND/OR PRIVACY POLICY AS APPLICABLE. IN THE EVENT OF A DISCREPANCY BETWEEN ANY INFORMATION AND / OR COMMUNICATION, THESE OFFICIAL RULES SHALL GOVERN TO ADDRESS ISSUES RELATING TO THE CONTEST.

Without limiting any other right or term herein, a Participant (and/or entire team, as determined by Sponsor) may be disqualified from the Contest immediately if, in Sponsor's (or its authorized representative's) absolute discretion, it reasonably believes the Participant has, is suspected of, appears to, or has attempted to undermine the legitimate operation of the Contest or any part thereof, is suspected at any time of engaging in artifice, cheating, deception, fraud, using multiple identities, or other unfair practices.

INTELLECTUAL PROPERTY RIGHTS: As between Promotion Entities and the Participant, the Participant has and retains all intellectual and proprietary rights in and to the Entry that Participant had at time of submission of the Entry in the Contest. As a condition of Entry, Participant grants Promotion Entities a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, any Entry in whole or in part that Participant submits to this Contest for the purposes of allowing Promotion Entities to test and evaluate the Entry for purposes of judging, to administer the technical and other requirements of the Contest including distribution of the Entry to the Promotion Entities, and for Grant award verification, as applicable.

Participants also agree that Sponsor is free to use any of the ideas, concepts, know-how, or techniques submitted as part of or in connection with the Entry for any purpose, and in furtherance of any rights granted to it in any IBM Documentation. Nothing in these Official Rules, the participation by Participants in the Contest, or Contest materials or related communications preclude Sponsor from using the ideas, concepts and know-how which are developed in the course of entrant's participation in the Contest, at any time, or be deemed to limit IBM's rights to provide similar IBM technology, services, products or any other offerings ("IBM Offerings") to other customers. Participant may, but is not obligated to, provide feedback to IBM ("Feedback"). For any Feedback Participant provides to IBM, Participant grants to IBM a perpetual, fully paid up, irrevocable, nonexclusive, worldwide license to such Feedback to use, have used, execute, display, reproduce, make, have made, import, have imported, perform, disclose, prepare derivative works from, and distribute, sell, import, have imported, offer to sell and transmit (internally and externally) such Feedback and derivative works therefrom for any purpose. This includes the right of IBM to sublicense these rights to any third party. Participant herewith agrees not to exercise all personality rights, if any, in connection with copyright protected works in relation to any Entries in the Contest and/or Feedback against Promotion Entities and other third parties designated by Promotion Entities.

PRIVACY AND PUBLICITY: The information provided will be used as stated herein and as stated in Sponsor's Privacy Policy and Terms of Use (incorporated herein by reference). By participating in the Promotion, each Participant fully and unconditionally agrees to be bound to and accepts these Official Rules, Terms of Use and Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor. By participating, Participants agree to be contacted by Sponsor with Promotion related communications. This Promotion is in no way sponsored, endorsed or administered by, or associated with any school, school district, or school official. The information you provide will be used as stated herein, and for purpose of this Promotion.

By accepting these Official Rules, Participant is giving Promotion Entities its consent to collect, access, store and use their personally identifiable information ("PII") in connection with the Contest, all in accordance with these Official Rules and the IBM Privacy Policy.

In addition to the uses of PII specified in the IBM privacy statements, Participants and potential Grant Recipients consent that IBM, its affiliates, and contractors of IBM and the Promotion Entities (and their authorized representatives) may, wherever they do business, collect, process, store and use Participant's PII, to also: (i) verify their identity and value eligibility to participate in the Contest, (ii) allow IBM to provide them with information about the Contest, (iii) when requested by them, to evaluate whether travel assistance can be provided, (iv) respond to questions initiated by any of them, (v) execute and administer the Contest and all element thereof, and (vi) record, tape, film and use their name, image, likeness, voice, as well as any statements made by them at any time during the Contest, or regarding the Contest or IBM (provided they are true), in any and all media now known or hereinafter developed (including but not limited to the world wide web, wireless and digital platforms, and the Internet) for promotional, marketing and advertising purposes without additional approval or compensation, unless prohibited by applicable law.

Participant has a right to access, correct, update, enrich Participant's PII, but also to have his/her personal data locked or deleted. Participant may withdraw consent at any time by notifying IBM via corpsvc@us.ibm.com.

RELEASE AND INDEMNIFICATION: To the maximum extent permitted by law, Participants Grant Recipients agree to release, indemnify, defend and hold harmless ("Release") Sponsor, Promotion Partners, and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents ("Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorneys' fees) whether or not litigation is commenced ("dispute") arising at any time from participation in the Contest, the Entry (in whole or in part), participation in any Contest and/or event-related activity or inability to participate in parts thereof, the delivery, acceptance, use, misuse of a Grant or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Promotion Entities, and/or any other party or entity.

Further, to the maximum extent permitted by law, and without limiting the foregoing, Participants Grant Recipients agree to Release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute brought by any Participants Grant Recipients, or other persons or entities (who may be other than a party to these Official Rules) arising from or related to an Entry, participation and/or involvement in any other respect in the Contest, and/or the delivery, acceptance, use, misuse of a Grant in whole or in part, or any failure with respect thereto. Participants Grant Recipients covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind these Releases to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. If any item or provision contained in these Official Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Official Rules shall remain in full force and effect as if these Official Rules had been executed without the offending provision appearing therein.

LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT'S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF

MATERIALS TO THE WEBSITE, PARTICIPATION IN ANY CONTEST OR EVENT-ACTIVITIES, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF AN AWARD, EXCEPT IN THE CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE BY THE RELEASED PARTIES. IN ANY EVENT WHERE THE RELEASED PARTIES ARE LIABLE FOR ANY DAMAGES INCURRED BY PARTICIPANTS IN AN AMOUNT NOT TO EXCEED \$100,000 UNDER THE APPLICABLE LAWS, THE RELEASED PARTIES' LIABILITY SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY PARTICIPANTS EXCEPT IN THE CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE BY THE RELEASED PARTIES.

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