

Parent Permission Slip, Cover Page

This initiative gathers students, teachers, and mentors to create practical, effective, and quality applications based on IBM technologies that can have an immediate and lasting impact on humanitarian issues, such as COVID-19 or climate change. The two main goals of the competition are to activate P-TECH students, teachers, and mentors to create practical solutions to global problems using IBM offerings and expertise such as hybrid cloud, AI, blockchain, etc. and to create learning opportunities that engage the larger P-TECH network for students to refine their Workplace Learning skills.

We encourage you to read the full rules and regulations of this competition but outlined the main components below.

As a parent/guardian, I understand that by participating in the Call for Code P-TECH Challenge (the "Contest"), I am agreeing to be bound by the Call for Code P-TECH 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.

- My child currently attends a P-TECH program or attends a P-TECH affiliated school (see page 2, Eligibility sub-heading).
- My child is under the age of 18 as of January 04, 2021 (see page 2, Eligibility sub-heading).
- My child can (if needed for competition purposes) create an IBM Cloud Account that will collect the child's preferred email address, full name, country, preference data to share the personal information mentioned (see page 4, IBM Cloud Accounts and Technology sub-heading).
- My child will not purchase any additional services in IBM Cloud and will use the free standard services provided AND all accounts will be deactivated and deleted sixty (60) days after winners are announced (see page 4, IBM Cloud Accounts and Technology sub-heading).
- My child is eligible to accept a grand prize, regional prize, or school prize if my child is part of a winning team (see page 5-6, Prizes sub-heading).
- I, as a parent/guardian of a Call for Code Participant, grant media permission and license for IBM to promote pictures, videos, or audio recordings of my child and may collect personal data that includes names, titles, biography, verbal statements to promote the Call for Code P-TECH Challenge (see page 10, Media Permission and License sub-heading).
- I, as a parent/guardian of a Call for Code Participant, I understand that IBM may use the above media material in any way that IBM deems appropriate for competition purposes (see page 10, Media Permission and License sub-heading).

CALL FOR CODE P-TECH CHALLENGE OFFICIAL RULES

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

By participating in the Call for Code P-TECH Challenge (the “Contest”), you individually and inclusively as a team (as a minor this includes your parent/legal guardian) as the “Participant” and teacher-representative (“Teacher” or Teacher-representative) agree to be bound by the Call for Code P-TECH 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.

ROLES DEFINED: Contest Participant include,

1. **Student:** An individual who is enrolled in a P-TECH program or attends a P-TECH affiliated school. The student needs to be under the age of eighteen (18) at the start of competition, January 04, 2021.
2. **Sponsor:** The Contest is sponsored by Corporate Social Responsibility, International Business Machines (“IBM” or “Sponsor”), located at 1 New Orchard Road, Armonk, NY 1050.
3. **Program Managers** are the IBM hired employee that is dedicated to supporting the P-TECH program.
4. **Teachers:** An eligible Teacher Representative must be a full/part-time teacher at a participating P-TECH School (program or school), 18 years of age or older and have the necessary consent of their School/School District (as applicable) to participate in the Contest as provided herein.
5. There are two types of **mentors:** IBM mentors and community mentors. IBM mentors must be an IBM employee or retired IBM employee and have appropriate school clearance to work with the P-TECH program. Community mentors can be any teacher, school staff member, college staff member, parent, or organization that currently has an existing partnership with the specific P-TECH school.
6. **Schools** that can participate must be a school that includes a P-TECH program or is a stand-alone P-TECH school.
7. There will be at least one (1) judge from each participating continent. Judges cannot mentor any teams or provide any feedback during the competition.

REQUIREMENTS PRIOR TO PARTICIPATION: Prior to being allowed to participate in the Contest, eligible invitees (including their Teacher-representative and the invitees’ parent/legal guardian) will be required to bound to these Official Rules, and execute and comply with required IBM Documentation (anticipated to include a [Parental Consent](#) and [Media Release Form](#)). 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's legal guardian will be required to sign a physical or electronic copy of the applicable IBM Documentation when requested by IBM.

TEAM MEMBERSHIP: Participant may NOT participate in the Contest individually and will be assigned by their Teacher/School to work in teams comprised of at least two (2) and up to five (5) eligible students from each School. Teams may be otherwise assigned or re-assigned by their Teacher and/or Sponsor in their absolute discretion until the Submission Period closes. 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 a full-time student at a participating P-TECH School (enrolled in a P-TECH program or attend a P-TECH affiliated school), who is selected by the School to compete in this Contest, is **under** the age of eighteen (18) years of age at the time of the Kickoff production (January 04, 2021) and must not be ineligible (as provided herein) or under a conflicting contractual or legal restriction to enter. 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 Teachers 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.*

Each School, must register at least two teams of two to five (2-5) students and teams will be chosen by the P-TECH Program Manager, School Teachers, and School officials to participate in the Challenge. Prior to the virtual Hackathon, Participant teams must complete the two Design Thinking workshops and utilize the applicable IBM Technology they wish to feature. There is no required pre-entry needed to participate in the virtual hackathon. Each team's Teacher-representative shall be present for, but not contribute to, their team's preparation and virtual Hackathon. The Entry will be considered and evaluated after the final P-TECH school participated in the virtual Hackathon. **Limit one (1) Entry per Participant/team/School.**

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) Design Thinking Session 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: Teachers and participating Schools 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.

DESCRIPTION OF CONTEST: This initiative gathers students, teachers, and mentors to create practical, effective, and quality applications based on IBM technologies and services that can have an immediate and lasting impact on humanitarian issues. Participants must design a solution for either COVID-19 or Climate Change, participate in two Design Thinking virtual workshops, the Pre-event Workshop and participate in the virtual Hackathon where submissions must relate to the following topics:

Main Topic	Covid-19	Climate Change
Subtopics	<ul style="list-style-type: none">• Crisis communication• Remote education• Community cooperation	<ul style="list-style-type: none">• Water sustainability• Energy sustainability• Disaster resiliency

This IBM sponsored education challenge is a limited participation, invite only, six (6) month competition (January 2021 through June 2021) where teams of two to five (2-5) students from across four continents (North America, South America, Europe, and Asia) will compete in a global hackathon. Sponsor will require the P-TECH Program Manager to be the liaison for the team and to be the primary point of contact for the team during the Contest. Each student, teams and teachers 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 one or more of the provided IBM Cloud services or IBM systems — a compelling solution that relates to two topics: COVID-19 or Climate Change. Sponsor will invest in one (1) global winner, one (1) regional winner per participating continent and one (1) winner from each participating school. **Total prizes awarded to participating students (valued at approximately up to \$10,500)** for IBM Services and Software tailored specifically to address the education challenge and endeavor to implement the solution. **The School Districts will not be receiving cash or prizes in connection with this competition.**

All students must participate in the following events before submission. It is the Program Manager’s responsibility to track attendance for each mandatory event:

Virtual Kick-off Production: students must watch the pre-recorded video that outlines the competition, rules, and prizes.

Design Thinking Workshops: Participants must virtually join two Design Thinking workshops. The first Design Thinking workshop will prepare students to choose a nuanced problem that relates to one of the two topics (COVID-19 or Climate Change), understand their user and the user experience. The second Design Thinking workshop will prepare students to decide what IBM technology should be used to solve their problem. Both workshops must conclude before the Teams participate in the virtual Hackathon.

Virtual 48-hour hackathon: Each country can host a 48-hour hackathon between April 26, 2021 and June 18, 2021. It is up to each P-TECH Program Manager to determine the event window and make sure 100% of teams submit their solutions before the 48-hours conclude.

IBM Cloud Accounts and Technology: In order to successfully contribute to open source projects, participating students will have access to IBM Cloud accounts. By agreeing to competition rules and regulations, the parent or guardian is allowing their child to provide the following personal information such as student's email address, full name, country or region, and network connections (such as your IP Address). Where appropriate you may select your preferences for using your personal data. Student participants are **NOT** permitted to purchase any additional services in IBM Cloud and approximately sixty (60) days after the winners are announced, all IBM Cloud Accounts will be closed.

Educational Resources: There is no mandatory education or modules that teams need to complete prior to the hackathon. IBM Program Managers and teachers can choose educational resources that best prepare students for the competition. These resources can include, but are not limited to, IBM developer toolkits, IBM Call for Code raw materials, Open P-TECH content, other high school and college course content.

CONTEST PERIODS: The Contest begins on or about 8:00 am Eastern Time on January 04, 2021 and ends approximately 12:00am on June 26, 2021 (the "Contest Period"). During that period, all participating schools must choose a 14-week period to complete two Design Thinking workshop and the virtual hackathon. It is anticipated but not guaranteed that the global Kickoff production will begin on January 04, 2021, which signifies official competition beginning. All participants must complete the two Design Thinking workshops before entering the virtual Hackathon. The earliest virtual Hackathon can take place April 26, 2021 and must conclude by June 18, 2021. Before teams participate in the Virtual Hackathon, Participants must be registered, and complete all required Documentation. After the conclusion of a period of time for judging of Entries (anticipated to be one week), the Global, Regional, and School winners will be selected and announced at an award ceremony that is anticipated but not guaranteed to occur the week of July 11th 2021.

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, Teacher, and Judges availability. All times relating to the Contest are New York local time. The Sponsor's clock shall be the official time keeping device for the Contest, unless otherwise stated.

SUBMISSION: All team members must have accepted the 2021 Participation Agreement and Media Release Agreement at the time of registration. Submissions must include:

- Submissions must use one or more IBM Cloud services or IBM Systems.
- Use of sponsor or affiliate APIs and open source libraries is also encouraged.
- Each team is required to submit:
 - i. A written summary (maximum of 250 words) that outlines the nuanced problem, intended user, rationale for chosen IBM service/design, and intended solution.
 - ii. At least 20 lines of written code or commands
 - iii. A recorded oral presentation (maximum of 3 minutes) that includes full participating of the team explaining the solution and the impact their solution will have on their intended user and user community.
 - iv. Submissions may be in the teams' native language.

All costs, fees, and expenses of attendance incurred by Participant to participate in the Call for Code P-TECH Challenge will be paid by the sponsor EXCEPT meals, transportation, and additional SWAG. All transportation to be provided by the applicable School District and subject to its requirements for permission slips and other use restrictions. The Design Thinking Session, in whole or in part including the Presentations, may be filmed or recorded by Sponsor, Promotion Entities, Participants or other third-parties. Sponsor will not provide any lap top computers or smartphones. Participant must provide whatever they reasonably believe they need to participate in the Challenge, such as a smartphone, laptop computer, internet, etc.

PRIZES: Neither IBM nor the School District believes that the Prizes raises any actual or potential conflicts of interest. The Prizes are independent of any past, present or potential future arrangements, and is not connected to an existing business relationship between the School District and IBM. The letter agreement does not obligate either IBM or the School District to enter future business with the other. The School District and Participants agrees that these Prizes are not intended to influence, and will not influence, the IT procurement decisions of the School District (or any organization with which your officers, board members or trustees are affiliated), and that the Prizes are not intended, in any manner, to circumvent any established city or state procurement or ethics laws or rules. No part of the Prizes are to be used to undertake any activity that may directly or indirectly support terrorists or acts of terrorism, or for any other unlawful purpose. Winners will have time to claim the prizes, and prizes will be distributed by a third-party organization.

IBM's Contest Agent is responsible for Prize distribution. The Prizes include,

- 1 Global winner
- 1 Regional winner (per continent)
- 1 School based winner (per school)

At the close of the virtual Hackathon, judges will select 1 for each category. A team cannot win the Global, and Regional, and School event. Therefore, there needs to be 1 unique team for each selection.

Global	<ul style="list-style-type: none"> • iPad Air • Continue working on project for another 4 weeks and present to an IBM executive • Featured in an internal media story and pitched to external media
*Regional	<ul style="list-style-type: none"> • iPad
School	<ul style="list-style-type: none"> • Water bottle

** Regional Winner is defined as 1 school per participating continent in A-PAC, EURO, NA, LATAM

JUDGING CRITERIA & WINNING TEAM SELECTION: Eligible Entries submitted during the virtual Hackathon will be judged by a panel of subject matter experts (the “Judges”) selected by Sponsor from IBM or Promotion Partners using the following Judging Criteria to select one (1) global winner, four (4) regional winners, and one (1) school based winner. Each winner MUST be a unique team that has participated in the competition from start to finish, which means the global winner cannot receive both the global, regional, and school based prize. In the case of a tie (among the tied potential winning Entries) the tie will be broken by the highest combined score(s) in the Completeness and Transferability 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 Creativity and Innovation category. The categories are defined as followed:

- **Design**
 - **The project design is appropriate:** Did the team choose the appropriate technology and strategy to build a solution for the intended user.
 - **The project design is compelling:** How good is the design? Would the user want/need the intended technology produced?
 - **The project design is well organized:** Design is easy to follow, all content is clear, accurate, and composed of a complete idea.
 - **The project design is easily implemented:** How quickly can the design be utilized in a community or society intended for the user and the user experiences? Consider the end user and their situation – consider the individual’s stress, access to network, etc.
- **Effectiveness and Efficiency**
 - Does the solution address a high priority area?
 - Can the solution easily be scaled?
 - Is the problem clearly quantified?
 - Does the solution demonstrate a clear impact for the user and the user experience?
- **Creativity and Innovation**
 - How unique is the approach to solving a long-standing or previously intractable problem?
 - Does this solution add a unique perspective/view on the problem and create a different solution around it?

- **Completeness and Transferability**
 - How fully is the idea implemented? How mature is the solution? Can the solution easily be nurtured and improved?
 - Can it achieve an impact in the intended field? Is next phase of this solution concrete and comprehensible?
 - Can the solution be transferred elsewhere?
 - Can the solution be used multiple times?

Call for Code P-TECH Challenge Judging rubric

	1	2	3	4	5
Design	Project design choice is not understandable but might not be compelling or well organized. A new user would need lots of support and additional instruction to use or add to design	Project design choice is not understandable but might not be compelling or well organized. A new user could use/add to this design with some additional instruction to use or add design	Project design choice is somewhat appropriate but might not be compelling or well organized. A new user would need lots of support and additional instruction to use or add to design	Project design choice is somewhat appropriate but might not be compelling or well organized. A new user could use/add to this design with some additional instruction to use or add design	Project design choice is appropriate, compelling, and well organized. A new user could use/add to this design without any additional instruction.
Effectiveness and Efficiency	Solution does not address a high priority need related to COVID-19 or Climate Change.	Solution addresses a high priority need related to COVID-19 or Climate Change but solution is not quantifiable.	Solution addresses a high priority need related to COVID-19 or Climate Change but solution does not seem impactful or easy to scale.	Solution addresses a high priority need related to COVID-19 or Climate Change. Solution is clear, impactful, but not easy to scale.	Solution addresses a high priority need related to COVID-19 or Climate Change. Solution is clear, impactful, and is easy to scale.
Creativity and Innovation	The solution is not unique and does not add anything new	The solution is slightly unique and slightly adds a new perspective/view	The solution is mostly unique and adds a new perspective/view	The solution is unique, adds a new perspective/view	The solution is unique, adds a new perspective/view and is ground breaking (completely original).

Completeness and Transferability	The physical solution <i>needs significant improvement</i> . The idea and solution is <i>vague and unclear</i> .	The physical solution is <i>somewhat</i> mature. The idea and solution is <i>vague and unclear</i>	The physical solution is <i>somewhat</i> mature. The idea and solution is <i>somewhat</i> concrete, comprehensible.	The physical solution is mature, and the idea is fully implemented. The idea and solution is concrete, comprehensible, <i>but not easy to continuously</i> implement or transfer	The physical solution is <i>mature</i> , and the idea is <i>fully implemented</i> . The idea and solution is <i>concrete, comprehensible, and easily transferred an infinite amount</i> .
Total Score: /20					

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 with the above Judging Criteria applicable to the virtual Hackathon. 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 the IBM Technology, and/or appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant. Prizes are subject to Participants’ and Prize 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.

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 the Design Thinking Session. 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 and winning teams agree that by submitting an Entry and/or receiving a Prize 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 School District believes that the Prizes raises any actual potential conflicts of interest. The Prizes are independent of any past, present or potential future arrangements, and is not connected to an existing business relationship between the School District and IBM. The letter agreement does not obligate either IBM or the School District to enter into future business with the other. The School District and Participants agrees that these prizes are not intended to influence, and will not influence, the IT procurement decisions of the School District (or any organization with which

your officers, board members or trustees are affiliated), and that the prizes are not intended, in any manner, to circumvent any established city or state procurement or ethics laws or rules. No part of the Prizes are to be used to undertake any activity that may directly or indirectly support terrorists or acts of

COMPLIANCE AND DISQUALIFICATION: In the event of disqualification for noncompliance, ineligibility, if a potential winning Participant refuses or fails to complete and return release documents as directed on or within the time stated, or for any other reason prior to the virtual Hackathon and attendees have departed, that award will be forfeited in its entirety and such will not be awarded. Returned, undelivered, unclaimed, forfeited or un-awarded Prizes 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 Prize or Prize Recipient.

MEDIA PERMISSION AND LICENSE. IF International Business Machines Corporation (“IBM”) has taken or obtained a picture or video or audio recording or a statement from (“Material”). This Material may be a photograph, likenesses or other images, and may include personal data such as names, titles, curriculum/biography, voices, verbal statements, text or other written information (the “Information”). I consent that this Material and Information may be used by IBM without charge or compensation. Any statements I made which are included in the Material or Information are true and accurate. In addition, I grant to IBM a non-exclusive, royalty free, worldwide right to use, copy, display, exhibit, publish, perform and distribute the Photo and Information, as well as to prepare derivative works of the same in any format and in any medium of distribution or publication, including print, electronic, (including the IBM web site), social media or any other media now known or hereinafter developed for the purpose of promoting IBM’s reputation, goods and services. I understand that more information on IBM processing of my personal data can be found in the IBM Privacy Statement <https://www.ibm.com/privacy/us/en/>. I also understand I may withdraw my consent to the above processing of my personal data by reaching out by email to IBM at custref@us.ibm.com. With respect to the foregoing, IBM can share the Material and Information with its worldwide subsidiaries, affiliates and media agencies.

Use and Ownership. IBM may use the Material and Information in any way that IBM deems appropriate, however always consistent with the IBM Privacy Statement. IBM may reproduce, shorten, take excerpts from, combine or develop any part or all of the Material and/or Information, provided that the nature of the content is not materially altered. I acknowledge that IBM shall own all rights, including copyrights, in the Material and Information when used as part of other IBM materials. I acknowledge that IBM has no obligation to use the Material or Information.

Miscellaneous. I am at least 18 years of age and have full authority to furnish the Material and Information to IBM.* In addition, I authorize a duly appointed delegate to sign on my behalf. If any provision of this Permission, Release and License Grant is found to be unenforceable at law, the remaining provisions shall survive and remain in full force and effect. This Permission, Release and License Grant shall be governed by the laws of the State of New York.

INTELLECTUAL PROPERTY RIGHTS: Participants own the rights to the projects they create at the Contest. You may create a prototype using data and/or API’s provided by the Sponsor and/or its Partner. This could

mean that you either created the Technology, acquired ownership of the Technology from a third party, including any organization that you may belong to or work for, or relied upon a binding written statements by the third party that owns or has the right to license the Technology (as defined below) indicating that you (or members of the public generally) are authorized to use that Technology in the manner you intend to use it. You will be disqualified if the Sponsor has any reason to believe that you have 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. "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 may bring to the Contest 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.

By participating in the Contest, you will receive access to certain proprietary software, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audio-visual content ("Materials") owned by the Sponsor or its affiliates, partners or licensors. Sponsor and Partner grant you a non-exclusive, worldwide, royalty-free, revocable license to use the Materials solely for the purpose of this Contest. You do not obtain any ownership in the Materials by virtue of your use. Any ownership of your project is subject to the ownership rights of the Sponsor in its pre-existing intellectual property rights.

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 project entry in whole or in part that is submitted to this Contest, or any element thereof for any purposes, including for the purposes of allowing the Sponsor and Partner to test and evaluate the entry for purposes of this Contest, to administer the technical and other requirements of the Contest, including distribution of the entry to the Sponsor and Partner, and for Prize award, verification and fulfillment.

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 and Schools 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, that include student name, school, country, and team name.

In addition to the uses of PII specified in the IBM privacy statements, Participants, Schools and potential Prize 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 evaluate 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 ptechinf@us.ibm.com.

RELEASE AND INDEMNIFICATION: To the maximum extent permitted by law, Participants, Schools, Prize 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 Prize 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, Schools, Prize 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, Schools, Prize 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 Prize in whole or in part, or any failure with respect thereto. Participants, Schools, Prize 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.