## **Chia POS Competition Official Rules and Disclosures**

## NO PURCHASE NECESSARY TO ENTER OR WIN.

## **VOID WHERE PROHIBITED**

## ENTRY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES

- 1. <u>Challenge Sponsor</u>: Chia Network, Inc., San Francisco, CA (1-844-257-8433) (the "Sponsor").
- 2. <u>Challenge Description</u>: The Chia POS Competition (the "Challenge") is a skill contest that seeks to advance the development of a more environmentally friendly and functional alternative to bitcoin using the Sponsor's proof of space function ("POS"), a protocol and primitive for cryptographic protocols, approach. In the Challenge, individual or team contestants compete to create implementations of the Sponsor's POS algorithm capable of making a plot for a given seed that can respond to given challenges, with the goal of optimizing one or more of four metrics (the "Metrics"): (1) the amount of time required to create a plot file, (2) the amount of working space (on disk) which is used during the plotting process, (3) the amount of working space used once the plot for a given seed has been created, and (4) the amount of time it takes to perform look-ups. Specifically, the Challenge is to submit code that produces correct POS outputs on any or all of the following three tracks: (a) Implementation that creates the plot fastest; (b) Implementation that uses the least working space; and (c) Implementation with smallest size of plot at rest which can respond to challenges. All implementations must meet the minimum benchmarks specified for the track on which they are competing for each of the four Metrics. At the start of the Challenge, the Sponsor will make available its POS algorithm, the Challenge technical documentation setting forth a precommitment to the seed, challenges and initial minimum benchmarks for the four Metrics applicable to each track, and the initial technical specifications of the reference hardware on which the implementations will be run for judging purposes https://github.com/Chia-Network/POS-competition. Contestants will produce code and the documentation described below to submit as a readme file to a public Keybase GitHub repository for their Entry. There will be one prize for each track. A contestant may submit the same code to multiple tracks, and if the submission wins multiple tracks, that contestant will receive multiple prizes. Similarly, a contestant can submit separate Entries on different tracks, and if the winning Entries on multiple tracks were submitted by the same contestant, that contestant will receive multiple prizes. Winning documentation will be published. All submissions may be made public. All source code and documentation in a submission related to the Challenge must be in the public domain, or made and submitted pursuant to Version 2.0 of the Apache License established by the Apache Software Foundation (the "Apache License"). Submissions may also incorporate third-party code that is in the public domain, or licensed under the Apache License or the MIT License. Capitalized terms have the meanings given to them in these Official Rules and Disclosures (the "Rules").

- 3. Agreement to Rules: Each individual who participates in any way in the creation of any of the elements of an Entry, whether or not it is ultimately submitted in connection with an Entry, is a contestant under these rules ("Contestant"). Each Contestant agrees to these Rules; acknowledges that any submissions relating to the Challenge may be made available to the public; affirms that they have read and understand the terms of the Apache License, as well as the MIT License if their Entry incorporates code pursuant to that license; and represents that all source code and documentation created in any submission they make is in the public domain or submitted pursuant to the Apache License, and that any third-party code contained in an Entry is in the public domain, or licensed under the Apache License or the MIT License. If a Contestant is younger than 18 years old, or the age of majority in the jurisdiction in which they reside, a parent or guardian must consent to the minor's participation and these Rules, as well as complete all required Challenge documentation and communications. These Rules form a binding legal agreement between each Contestant and the Sponsor with respect to the Challenge. You may not participate in the Challenge or be considered for a Prize unless you consent to these Rules.
- 4. Eligibility Requirements: The Challenge is open to legal residents of the 50 United States, the District of Columbia, and other territories worldwide except for residents of Cuba, the Crimea territory, Iran, Italy, North Korea, Quebec (Canada), Syria; residents of any country or state where participation is illegal, prohibited, restricted or subject to tax or registration under applicable local laws; and any person who is subject to sanctions, blocking or other denial lists under U.S. law, including, but not limited to, persons on the US Treasury Department's list of Specially Designated Nationals and Blocked Persons. Contestants may work individually or in teams. Contestants must be legally able to enter a contract in the jurisdiction where they reside and in the US, if not a US resident. Individuals who have not reached the age of majority in the jurisdiction in which they reside may only participate as part of a Team Contestant that has at least one member (which may be the Contestant's parent or guardian) who has reached the age of majority. Employees, contractors, interns, officers, directors, agents or other representatives of Sponsor or of any of its parent companies, subsidiaries, or affiliates (the "Challenge" Parties") and all members of their immediate families and persons living in the same household with them, whether or not related, are not eligible to participate as a Contestant or win the Challenge, and may not provide any technical or financial support to any Contestant, except as provided in these Rules. Immediate family members include spouse, parent, child, sibling, including step-parents, children, siblings, half siblings, legal guardians and all of their respective spouses, regardless of where they reside.
- 5. <u>How to Enter</u>: Each individual or team of individuals must complete the following two steps by the End Date listed below: (1) Click on the "Entry Form" link located at <a href="https://github.com/Chia-Network/POS-competition">https://github.com/Chia-Network/POS-competition</a> and follow the prompts to fully and accurately complete the entry form ("Entry Form") by providing your legal first and last names, street address, city, zip or similar code, telephone number, email address, and agreement to these Challenge Rules; and (2) Submit the Entry Form along with the source code and documentation meeting the Entry Specifications described below (the

"Technical Submission") to Chia's public Keybase group the judges have created at <a href="https://keybase.io/team/chia\_network.public">https://keybase.io/team/chia\_network.public</a> to communicate with Contestants using a keybase shared git repo. The Entry Form and Technical Submission together are considered the entry ("Entry"), but do not have to be submitted at the same time, so long as both portions are received prior to the End Date. An Entry is not complete and will not be considered if either portion is missing on the End Date. An Entry may be submitted by a team of individuals working collaboratively (a "Team Contestant"), in which case, each individual member of the team must complete the Entry Form as described above and all members of the Team Contestant must designate the same point of contact to receive official Challenge correspondence. A Contestant may submit a scan or copy of the Entry Form, but must provide an original of the Entry Form(s) to the Sponsor in the event that Contestant (or Team Contestant) is named a winner in the Challenge.

- 6. Entry Period: The reference POS, the Challenge technical documentation including the initial minimum benchmarks applicable to each track, and the initial specifications for the hardware on which the code in each Entry will be run will be released on or before 12:00:01 p.m. Pacific Time (PT) on July 9, 2019 ("Start Date"). Contestants may submit their Entries at any time after Sponsor releases the updated Challenge technical documentation, POS, minimum benchmarks, and reference hardware requirements as described in Section 10 below, and before 11:59:59 p.m. PT on October 9, 2019 ("End Date"). Pacific Time means the time that is the current local time in Los Angeles on the dates above. Participants are responsible for determining the corresponding time zone in their respective jurisdictions. The Sponsor's computer system is the official timekeeping device with respect to all matters relating to the Challenge.
- 7. <u>Cost of Entry</u>: NO PURCHASE IS NECESSARY
- 8. <u>Entry Limits</u>: One Contestant may submit once to each track. The Contestant can create up to three separate Entries, one for each track, or submit the same Entry to more than one track. In addition, a Team Contestant is considered a separate Contestant from the individuals who make up the Team. Therefore, an individual can submit up to three Entries individually as described above, and up to three more as a member of a Team Contestant. However, each Entry will be considered completely separately and must contain all the elements of the documentation or implementation. Incorporation by reference is not permitted. Each Entry must meet all of the Entry Specifications and submission due dates on its own. Any Contestant or Team Contestant wishing to submit the same Entry in multiple tracks must check next to each track on the Entry Form for which the Contestant wishes the Entry to be considered.
- 9. <u>Technical Submission Entry Specifications</u>: Entries that do not meet the following specifications (the "Entry Specifications") will not be eligible to be judged and will not be considered for any prize.
  - a. All source code and documentation in an Entry must be in the public domain, or made and submitted pursuant to the terms of the Apache License, and may incorporate third-party code in the public domain, or licensed under the Apache

- License or the MIT License. The Apache License and instructions for applying it can be found here: <a href="https://www.apache.org/licenses/LICENSE-2.0">https://www.apache.org/licenses/LICENSE-2.0</a>.
- b. The Challenge is to submit code that produces the correct POS on any or all of three tracks: (a) Implementation that creates plot fastest; (b) Implementation that uses the least working space; and (c) Implementation with smallest size of plot at rest and can respond to challenges. All implementations must meet the minimum benchmarks specified for the track on which they are competing for all four Metrics. Any revisions to the Challenge technical documentation will be announced on the contest repository on Github and in the Keybase channel identified above at least 1 month before the end of the Challenge.
- c. The Contestant, or each member of a Team Contestant, must certify that the entire Technical Submission is in the public domain or is made and submitted pursuant to the terms of the Apache License, excepting any third party code incorporated in the Technical Submission that is in the public domain or licensed under the Apache License or the MIT License, and that the Contestant has all legal rights necessary to grant the license granted in subsection (a) above.
- d. Each Entry must be submitted with a Readme file that completes the Entry Form and describes in English the methods used in the software.
- Cheating/Disqualification: To provide a uniform platform for fairly judging all e. Entries, each Entry must run on the reference hardware without modification to that hardware or reliance on anything external to the hardware other than code submitted in the Entry. Therefore, actions such as increasing the clock speed of the machine, having it make a request from an external machine, hacking the machine so it does not do a fresh install when reinstallation is attempted and all similar behaviors are prohibited. Similarly, all source code and documentation in an Entry must be in the public domain, or made and submitted pursuant to the terms Apache License, and may only incorporate material in the public domain, or licensed under the Apache License or the MIT License. Therefore, snooping around on raw disk access to find traces of other Contestants, hacking into, spying on or otherwise gaining access to another Contestant's Entry materials or research in support of them or Sponsor's electronic systems, and all similar behaviors are prohibited. Sponsor reserves the right to disqualify any Contestant or Team Contestant that it believes has violated these Rules, is not eligible to participate, who has provided false information, acted in a harassing or unsportsmanlike manner with respect to Sponsor or any other Contestant, or tampered with the fair operation or administration of the Challenge. Sponsor's decisions as to all issues, including eligibility, shall be final.
- 10. <u>Communications During Challenge</u>: On approximately August 9, 2019, Sponsor will release updated Challenge technical documentation, POS, minimum benchmarks, and reference hardware information, if any. In addition, beginning on the Start Date and ending on October 9, 2019, Contestants may submit questions to the Sponsor via

Keybase channels identified above. Sponsor will review all questions received and if Sponsor, in its sole discretion, determines that providing a response to the question would benefit the administration or enhance the outcome of the Challenge, the Sponsor will post the pertinent information via Keybase, or Github. In posting this information, Sponsor will make all efforts to not identify the Contestant who asked the question and may, in its sole discretion, provide both the question and response or simply the response, rephrase the question or combine multiple questions into a single response. Contestants are responsible for consulting the Keybase, and Github identified above periodically for updates and responses to questions. Sponsor is not responsible for providing any additional notice of information published. All documentation posted by Sponsor, including responses to questions or other information, to the Keybase, or Github will be automatically incorporated into and made a part of these Rules and become binding on all Contestants. Sponsor reserves the right to request from those Contestants who submit questions, including all members of a Team Contestant, identifying information such as name, address, country of regular residence or similar for purposes of verifying compliance with the eligibility requirements, prior to accepting or responding to any questions.

11. <u>Judges and Judging</u>: In the Challenge, code must be produced that will produce POSs for provided seeds and challenges on the reference hardware. The Sponsor will run all submitted Entries on the reference hardware, and those Entries that meet the minimum benchmarks for the track(s) in which they have been entered will then be judged for that track. In Track 1, only the amount of time to create a plot file will be judged. In Track 2, only the amount of working space (on disk space) that is used during the plotting process will be judged. In Track 3, only the amount of disk space used once the plot has been created for the given seed will be judged. Any revisions to the Challenge technical documentation will be announced the Keybase channel identified above at least month before the end of the Challenge.

The judges' decision will be final and no correspondence will be entered into.

12. Prizes to be Awarded; Ties: One prize will be awarded in each of the three tracks. A Track One Prize of \$25,000.00, a Track Two Prize of \$25,000.00 and a Track Three Prize of \$50,000.00 will be awarded. If the same Entry is declared the Winner in multiple tracks, that Contestant or Team Contestant will be declared the Winner of those Tracks and the corresponding prizes will be awarded. In the unlikely event of a tie for any prize, that prize will be divided with equal amounts going to all the winning teams. Each prize is expressed in US Dollars and awarded net of any taxes Sponsor may be required by law to withhold. Prizes will be paid in bitcoin or other cash equivalent at Sponsor's discretion. No other cash alternatives or alternative prizes of any description will be awarded. In the event that a Team Contestant is declared the Winner of any prize, that prize will be awarded in equal portions to each member of the Team Contestant as reflected in the Entry Forms timely submitted, regardless of their role in creating the Entry, unless a different split among the members of the Team Contestant is submitted with the Entry Form for each member of the Team Contestant. In the event any Winner

or member of a winning Team Contestant has not reached the age of majority in the jurisdiction where he/she resides, the prize, or that member's portion of it, will be awarded to their parent or legal guardian, who must complete the steps identified below to claim the prize or portion of it. WINNER(S) ARE RESPONSIBLE FOR ALL TAXES, TARIFFS, STAMPS, DUTIES, RESTRICTIONS AND LIMITATIONS ON THE PRIZE AWARDED. Winning Contestants, and each member of a winning Team Contestant, must supply the Sponsor with all information and documentation requested by Sponsor, including but not limited to a Social Security or other Tax Identification Number and government issued photo identification (passport for non-US citizens), for purposes of Contestant identification, due diligence, and legal compliance, including all state, local and federal tax reporting, withholding and filing requirements. Non-compliance will result in forfeiture of prize.

- 13. Winner Notification and Announcement: The Contestant or Team Contestant that submitted an Entry that is declared a Proposed Winner will be notified via the email address on the Entry Form. Upon notification, the Contestant and each member of a Team Contestant must complete and return to Sponsor an Affidavit of Eligibility and Publicity Release within five (5) days. Upon fulfillment of these requirements, the Contestant will be definitively declared the Winner of the prize for which they were notified, and Sponsor will announce the Winner's name or pseudonym on Sponsor social media. Personal data will not be released, unless consented to by the Winner (see "Privacy," below). The date of the award announcement shall constitute the Award Date. In the event that the prize notification email is returned or undeliverable, Sponsor is unable to contact a Proposed Winner (including all members of a winning Team Contestant), or that Proposed Winner (or any member of a winning Team Contestant) does not comply with the requirements of the prize notification email during the timeframes provided or is otherwise disqualified under these Official Rules, Sponsor will declare a new Proposed Winner of the prize, following all the Judging and notification procedures described above. By accepting a prize, the Winner and every member of the winning Team Contestant grants its permission (except where prohibited by law) to the use of Contestant's name (or pseudonym), and Prize won for future advertising and publicity in any form, media or technology now known or later developed, for any lawful commercial purpose, throughout the world in perpetuity, without additional compensation, notification or permission. By accepting a prize, the Winner and each member of the winning Team Contestant agrees to release, discharge and hold harmless the Challenge Parties from any claims, losses, or damages arising out of the Challenge or the acceptance or use, misuse or possession of that prize.
- 14. <u>Delivery of Prize</u>: In the event any Winner or any member of a winning Team Contestant is subject to or is the subject of any order or legal process issued by any US governmental agency having jurisdiction over the affairs of the Winner or Team Contestant member (i.e. garnishment, child support order, judgment, lien, and the like), the Sponsor's delivery of the prize or Team Contestant's portion of the prize to the official representative of the governmental entity claiming a right to the prize shall be thus deemed as the Sponsor's awarding the prize to the Winner or winning Team Contestant

member. The Sponsor shall be entitled to rely in good faith, upon any documents presented by the representative seeking to collect the prize in lieu of the Winner or member of the winning Team Contestant. The Sponsor shall not be liable for any claim for damages incidental thereto.

- 15. <u>Estimated Numerical Odds of Winning</u>: The odds of winning a prize will depend on the number of Contestants and skill of the Contestants.
- 16. Privacy: Personal data provided to Sponsor during the Challenge, including name, age, mailing address, and phone number, as well as information provided on affidavits of eligibility and releases of liability and publicity, including government issued identity documents and social security or other tax identification information, is being collected specifically for purposes of administration of the Challenge and complying with legal processes/regulatory requirements such as tax reporting and recordkeeping, and for the purposes set out in the affidavits/releases with respect to publicity. Personal data will be retained and accessed only by those company employees who have a legitimate business interest in accessing the data or a legal right to do so. This personal data will be transferred into the United States. You affirmatively consent to the transmission, processing, and storage of this personal data in the United States, and acknowledge that you have the right to inquire as to how it is being processed, except how the Entry is judged, and may do so by making such a request in writing to: hello@chia.net. However, personal data will only be released to the public if consented to by the Winner.
- Limitation of the Sponsor Liability; Termination: The Challenge is void where prohibited 17. by law or subject to registration or tax and is subject to all applicable US federal, state and local laws and regulations. Sponsor is not responsible for, and by participating each Contestant releases the Sponsor and Challenge Parties from, any liability, claims, losses, and damages arising out of or relating to their participation in this Challenge or the acceptance, use, misuse, or possession of any prize received in this Challenge. Sponsor is not responsible for any problems related to technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, traffic, congestion on the internet or any website, intervention, telecommunication miscommunication unauthorized unavailability of any website or platform, and failed, lost, delayed, incomplete, garbled, or misdirected communications which may limit a person's ability to participate in the Challenge in any way. Sponsor is not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Challenge, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Challenge, the announcement of any Winner, or in any Challenge-related materials. Sponsor reserves the right to modify, suspend, cancel or terminate without the award of any prizes the Challenge in the event Sponsor in its sole discretion determines that the Challenge cannot operate as intended, including due to any legal obligation, dispute, act of God, war or civil unrest, infection by computer virus, hacking or other technical impairment. Sponsor

further reserves the right to cancel or suspend the Challenge in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper administration of the Challenge and, if terminated, at Sponsor's discretion, determine the Winner(s) using all non-suspect, eligible Entries received up to time of cancellation using the procedures outlined above.

- 18. No Offer or Contract of Employment: Each Contestant and each member of a Team Contestant agrees that their participation in the Challenge and any Entry submitted is voluntary, and not in confidence or trust; that no confidential, fiduciary, agency or other relationship or implied in fact contract exists between the Contestant and the Sponsor nor is any created by the Contestant's participation in the Challenge; that under no circumstances will participation in the Challenge, submission of an Entry into the Challenge, selection as a winner or anything in these Rules be construed as an offer or contract of employment with Sponsor, and that no Entry constitutes a work for hire.
- 19. Disputes: The Sponsor shall be the sole arbiter of the Challenge and the interpreter of these Rules, including as to eligibility. Its decisions shall be final. Entry into the Challenge constitutes agreement by Contestants to abide by these Rules, as well as any other rules established by the Sponsor. The Sponsor reserves the right to disqualify any Contestant if any of the Rules are violated in any way. The Sponsor reserves the right to refuse awarding any prize to a person who is determined to have violated any Rule as outlined above, to be ineligible to enter, to have gained unfair advantage in participating in the Challenge, or obtained a winner status using fraudulent means. Except where prohibited by law, any action arising out of or relating to this Challenge or these Rules shall be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"). If brought by a US resident, the arbitration shall be held at a location in the state in which you live. If brought by a non-US resident, the arbitration shall be held in the state where Sponsor is located. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can only decide Sponsor's and your individual claims and the arbitration may no consolidate or join the claims of other persons or parties who may be similarly situated. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR ANYTHING AWARDED IN CONNECTION WITH THE CHALLENGE, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Notwithstanding anything to the contrary in these Rules, for US residents, if the amount in dispute arising out of or relating to this Challenge or these Rules is less than the jurisdictional maximum of a small claims court applicable in the US state in which the Contestant bringing the claim lives, the Contestant may bring an action in such small claims court for such dispute, which will be in lieu of arbitration or an action in any other court.

20. Applicable Forum and Governing Law: The validity, enforcement, interpretation, and performance of these Rules and the Challenge itself shall be governed by the laws of the State of California, United States of America, excluding all conflict of law rules. If any provisions of the Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect, unless and until Sponsor determines that such invalidity or unenforceability warrants termination of the Challenge. To the extent permitted by law, all participants, without or not they ultimately become Entrants, expressly waive any and all rights to litigate or seek any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with these Rules and the Challenge.

Your Name:		_
Your Team Name (if ap	oplicable):	
Your Title:		_
Date:		