

**IBM Dev Day AI Demystified Hackathon
OFFICIAL RULES**

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

By participating in the Contest, you, as the “Participant” agree to be bound by these IBM Dev Day AI Demystified Hackathon Official Rules (“Official Rules”) and all Contest related communications from the Sponsors (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.

CONTEST PERIOD

The Contest begins on or about 10:00 AM ET on January 30, 2026 and ends approximately 10:00 AM ET on February 1, 2026 (the “Contest Period”). The participant can work any time during the contest period. During the Contest, Participant(s) will form a team and work with the team to create a proof-of-concept solution to address the hackathon theme: “AI Demystified — From idea to deployment”.

Last call for submission of a team’s entry must be received by the Sponsors on or before 10:00 AM ET on February 1, 2026, or the Participant’s entire team entry may be disqualified.

All dates and times are subject to change in Sponsors’ sole discretion. Dates and times are approximations; times may be shortened or extended as necessary due to exigencies of the circumstances or as deemed necessary by Sponsors but shall apply uniformly to all Participants. All times relating to the Contest are in ET. The Sponsors’ clock at the Contest shall be the official time keeping device for the Contest, unless otherwise stated.

SPONSORS

The “IBM Dev Day AI Demystified Hackathon” (“Event”, “Contest”), is sponsored by International Business Machines Corporation, New Orchard Road, Armonk, NY 10504 (“IBM”, “Sponsors”, “we”, “us”) and BeMyApp, 535 Mission Street 14th Floor, San Francisco, CA 94105 (“BMA”, “Sponsors”, “we”, “us”).

ELIGIBILITY

Eligible Participants in this Contest must be 18 years of age or older or have reached the age of emancipation in the jurisdiction in which they are submitting their project, whichever is greater and must not be ineligible (as provided herein) or under a conflicting contractual or legal restriction to enter.

THIS CONTEST IS VOID TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. In addition, employees, employers, officers and directors of: (i) IBM Group, including Red Hat (ii) government agencies, departments, branches, instrumentalities and public enterprises, whether regional, national or local (iii) any advertising and

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promotion agencies, and those individuals and entities involved in the preparation of materials for, administration, organization (including BeMyApp.) and/or execution of this Event and/or this Contest (all collectively the “Promotion Entities”), and, and (iv) the immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the Promotion Entities are not eligible to participate in the Contest. Prior to registering for the Event, each participant, whether individually or as part of a team, must ensure that he/she is in compliance with any employment or other contract to which he/she is a party on issues such as, but not limited to, eligibility to participate, intellectual property and acceptance of prizes.

Notwithstanding anything to the contrary in clause (ii) of this paragraph, university or college students employed by their educational institution for part-time work, through work-study programs or otherwise, are eligible to participate in the Contest.

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

You must meet the eligibility criteria contained in these Official Rules. If you are ineligible or otherwise fail to comply with these Official Rules, you may be disqualified in Sponsors’ sole discretion. You are solely responsible for your own compliance with eligibility criteria.

ADDITIONAL IMPORTANT NOTICE: Participants have the responsibility to review and understand their employer’s 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 prizes in connection therewith. Furthermore, if Participant enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such policies and laws, Sponsors may, in their sole discretion, disqualify the participant and forfeit their prize, if applicable. Promotion Entities disclaim all responsibility and liability relating to the above; by entering the Hackathon, Participant agrees to release, indemnify, defend, and hold them harmless in all respects thereto.

REQUIREMENTS FOR USE OF IBM TECHNOLOGY

Participants will be required, among other things, to register for the Contest and agree to be bound to these Official Rules, establish an IBM Cloud Account with access to watsonx services provided by IBM for the sole purposes of participation in the Contest, execute and comply with any other specific instructions, directions, and documentation that may be required by Sponsors) (“IBM Documentation”). If Participant does not agree to all the terms and conditions of participation stated in the IBM Documentation, Participant must withdraw from the Contest by promptly contacting IBM. The Contest, participation therein, and all Participants, entries, and Submissions, are – in addition to the aforementioned IBM Documentation – also subject to and governed by the IBM Privacy Policy (defined below in the PRIVACY AND PUBLICITY Section) and agreement to these Official Rules (references herein to the Official Rules include the IBM Privacy Policy).

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TEAM MEMBERSHIP

Participants may participate in the Contest individually or in teams up to five (5) people. Sponsors may require each team to assign one team member (“Team Lead”) to be the primary point of contact for the team during the Contest. Participant(s) may only work on one team. The same submission cannot be entered into this Contest more than one time, or by more than one Participant, and in such a case, one or all Participant(s) and entries may be disqualified.

All members of your team must meet the eligibility criteria contained in these Official Rules. If any member of your team is ineligible or otherwise fails to comply with these Official Rules, the team as a whole may be disqualified at the Sponsors’ sole discretion. Sponsors reserve the right to disqualify an individual team member, including Participant, without affect to the applicable entry or applicable team members, due to such individual’s failure or behavior.

Each team is solely responsible for its own cooperation and teamwork. Participant affirmatively agrees to work on Participant’s team’s entry only and in a spirit of mutual collaboration and respect for all team members and their contributions. The Sponsors will not officiate any dispute between members regarding their conduct, participation, cooperation, contribution, prize sharing, or intellectual property ownership.

ENTRY REQUIREMENTS

Limit one (1) entry per Participant/team. Your team’s proof-of-concept solution and any other materials submitted in connection with the Event will be referred to herein as your team’s “Submission”. At the conclusion of the Contest Period, Participant, working with his/her team, will enter their Submission.

Each Submission must include the following deliverables:

1. Video demonstration of the team’s solution
2. Written problem and solution statements
3. Written statement including how agentic AI and IBM watsonx Orchestrate would be utilized
4. Working code repository or evidence of technology proof-of-concept solution, if any (optional)

Submissions must be in English. You may participate on only one team and submit one proof-of-concept per team. Your team must complete its Submission before the end of the Contest. Participants must make the Submission available free of charge and without any restriction, for testing, evaluation, and use by Sponsors and Participants as applicable. All Submissions are required to make use of agentic AI and IBM watsonx Orchestrate to be eligible for Prizes. Submissions may also optionally use additional IBM Cloud services or other IBM technologies. Winning teams may be subject to a code review at some point following the Contest or immediately before the winners are announced.

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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 a Submission is presented at the Contest is not proof or evidence that the Submission and/or Participant is eligible for the Contest. Participants must attend and complete the entire Contest in order to be eligible to win a prize in the Contest. Attendees who quit, are disqualified, ejected, or otherwise fail to complete the Contest will not be eligible to win a prize in the Contest.

Further, by entering this Contest, each Participant hereby represents, warrants and covenants (as applicable), and agrees to produce written evidence of such if requested, that:

- (i) The Submission, 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 Submission, 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 Submission or any part thereof, who are depicted (directly or indirectly) in the Submission 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 Submission 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 Submission and its use pursuant to these Official Rules;
- (iii) Participant must disclose your employer organization or other organization that you are affiliated with (such as a college or university), if any;
- (iv) Participant has all other rights, licenses, permissions and consents necessary to submit the Submission 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 Submission, in whole and in part, the use thereof by Sponsors, and the exercise by Promotion Entities of any of the rights granted in these Official Rules;
- (v) The Submission must not breach the terms and conditions of any embedded software or services used by your Submission, including Sponsors' APIs, which you accept separately from these Official Rules when you choose to use those APIs;
- (vi) The Submission in whole or in part contains no malware, including viruses, trojans, worms, bugs, spyware or any other harmful software, code or other devices;

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- (vii) The Submission 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; and
- (viii) The Submission must not contain, depict, or refer to any content which disparages or refers negatively to a Sponsors, the Event, or any other person or entity (all as determined by the Sponsors in their sole discretion).

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

GENERAL ENTRY CONDITIONS

Once committed, an entry may not be cancelled or deleted, enhanced, added to, or improved, and will not be returned, if applicable. The entry as a whole will be considered and judged during the Judging Period, which may be extended due to exigencies of the circumstances. 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 Contest. Participant(s) 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 a prize. SPONSORS 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 TECHNOLOGY EMBODIED OR SET FORTH IN THE ENTRY, IN WHOLE OR IN PART.

Without limitation, Sponsors reserve 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 prizes to Sponsors (if applicable).

Participant) understands, recognizes, and accepts 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, materials that are the same or similar to Participant's entry. Further, Participants 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

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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 Sponsors 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; unless adjudged and verified a winner pursuant to these Official Rules, and in such event, only to the extent of the prize award. Further, Participants and winners 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 the Contest, Participants agrees to release, indemnify, defend, and hold them harmless in all respects thereto.

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

WINNER SELECTION

After the conclusion of the Contest Period, a panel of judges will evaluate each Submission using a combination of judging criteria as described in this section. Judges will be added throughout the duration of the hackathon, including both subject matter experts and technology leaders. Judges are subject to change in the Sponsors’ sole discretion. A judge may elect to recuse him or herself from evaluating a Submission, or a Sponsor may require a judge to recuse him or herself from evaluating a Submission, if, in the judge’s or a Sponsor’s discretion, it would not be appropriate for the judge to evaluate a Participant’s Submission because of a past or current relationship with the Participant. Recusal decisions are final and not subject to appeal.

Each Submission will be scored based on the following criteria with a minimum score of 0 and maximum score of 20 points, with the final score being the average of the judges’ scores and an assessment of the team’s submitted deliverables. Criteria:

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

A Submission must receive a minimum score of 12.5 points for prize consideration.

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Assuming sufficient eligible entries are received, it is anticipated that potential winners will be selected based on the highest score from the judging of Submissions. Scores will be determined by reviewing all team deliverables.

Sponsors may, but without obligation, select more than the stated number of winners if found to be of exceptional quality in Sponsors' sole and absolute discretion. Sponsors reserves the right to select fewer than the stated number of prize winners due to insufficient eligible and qualified entries or Participants.

Notwithstanding the foregoing, the Sponsors may reject any Submission that does not satisfy the objective of the Event in the Sponsors' discretion. Any such decision is final and not subject to appeal. By way of example only, Sponsors reserve the absolute right in their sole discretion to disqualify as ineligible Submissions (in Sponsors sole determination) that do not provide a credible or feasible use of agentic AI and IBM watsonx Orchestrate technology, were developed in a substantive form/format prior to the Contest, appear not to have been submitted honestly and in good faith, or are otherwise lacking or non-compliant. All prize awards are subject to Sponsors' verification of entrant/entry's eligibility and compliance.

In the Contest if any Participant is a potential winner but is disqualified, forfeits the opportunity to continue/receive a prize in the Contest, or is otherwise unable or unwilling to participate or accept a prize (as applicable), the entire team may be disqualified and an alternate entry and potential winner may be selected (in Sponsors' sole discretion) and only if fair, and sufficient time exists.

CONTEST PRIZES

Subject to receiving sufficient eligible entries, prize(s) available to be awarded in the Contest are as follows:

- First place team: \$5,000 USD, distributed by BeMyApp
- Second place team: \$3,000 USD, distributed by BeMyApp
- Third place team: \$2,000 USD, distributed by BeMyApp

Potential winners will be announced shortly after the Judging Period via e-mail.

PRIZE CONDITIONS

The Sponsors may take any actions necessary to verify a team's compliance with these Official Rules before awarding a Prize, including, without limitation, engaging a third-party vendor to evaluate the proof-of-concept software code and/or requiring a team to provide evidence of permission to use certain third-party materials. You understand and acknowledge that even though your team may be announced as a winner, if you as an individual, or your team's compliance with these Official Rules cannot be verified to the satisfaction of the Sponsors, the Sponsors will select an alternate winner.

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If you or your team is chosen as a winner, you may be asked to sign additional agreements related to prizes, travel, taxes, or similar, as determined by the Sponsors.

All prize awards are contingent upon verification of potential winners and entry, confirmation of their eligibility to receive a prize, and compliance with these Official Rules. All taxes and other expenses, costs or fees associated with the acceptance and/or use of any prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner.

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

TAXES

All winners are solely responsible for payment of local, state, country, or any other taxes if applicable, compliance with (governmental/SARs) reporting, filing and documentation requirements, and for any other costs, expenses, including travel and fees connected with their acceptance and use of the prize in their respective jurisdictions. Prizes will be awarded to and in the name of the individual Participant or to a designated team member.

COMPLIANCE AND DISQUALIFICATION

In the event of disqualification for noncompliance, ineligibility, if a potential winner refuses or fails to complete and return the IBM Documentation as directed on or within the time stated, or for any other reason arising after the Contest and attendees have departed, that prize will be forfeited in its entirety and Sponsors will not award that respective prize. Returned, undelivered, unclaimed, forfeited, or un-awarded prizes will not be (re)awarded. Sponsors 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 to any Participant.

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 SPONSORS' 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.

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INTELLECTUAL PROPERTY RIGHTS

Each Participant represents and warrants that Participant owns the rights to a Submission to a Contest that you create using Technology (as defined below).

Participants own the rights to the Submission they create during the Contest, subject to any rights owned by third parties and your employer and license terms of the underlying Technology used in the Submission. Your team may create a prototype using data and/or APIs or other copyrightable material owned by third parties. This could mean that you or a teammate use Technology owned or licensed by a third party.

You and your team must abide by the terms of any licenses associated with any third-party Technology used as part of your Submission, including any payment terms or other license terms that could apply for continued use of the Technology. By participating in the Event, you will receive access to certain proprietary software, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audio-visual content ("Material") owned by a Sponsor or its affiliates, partners, or licensors. You must comply with all license terms associated with such Sponsors' Material, including any payment terms or other license terms that could apply for continued use of the Technology. Your team will be disqualified if the Sponsors has any reason to believe that your team has violated the terms of this paragraph. You should consult with appropriate advisors or legal counsel if you have any doubt as to whether you are meeting the requirements of this paragraph. Your team may bring to the Event any pre-developed or licensed Technology that you plan to use in connection with your prototype, provided that such Technology meets the requirements of this paragraph.

You and all Participants grant Sponsors a perpetual, fully paid up, irrevocable, nonexclusive, worldwide license to your/their Submissions, including the right to use, have used, execute, display, reproduce, make, have made, perform, disclose, prepare derivative works from, and distribute, sell, offer to sell, import, have imported and transmit their project and derivative works therefrom for any purpose, and the right to sublicense others to do any or all of the foregoing. You and your team will be disqualified if Sponsors has any reason to believe that your team has violated the terms of this paragraph. You and your teammates should consult with appropriate advisors or legal counsel if you or your teammates have any doubt as to whether you and all Participants 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, special effects, data, and any other information or materials protected by any intellectual property right.

IBM watsonx is a trademark of the IBM Corporation.

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PRIVACY AND PUBLICITY

a. Sponsors, and their affiliates and contractors, may, wherever they do business, store and otherwise process your personal identifiable information (“PII”), as permitted by and in accordance with the IBM Privacy Policy found at <https://www.ibm.com/privacy/us/en/>. This data will be collected and maintained within the United States.

By accepting the Official Rules, you are giving Sponsors your consent to collect, access, store, and use PII, all in accordance with these Official Rules and in accordance with the IBM Privacy Policy.

b. With regard to PII processed by Sponsors, Participants have the right to access, review, rectify or cancel any PII held by Sponsor in connection with the Hackathon by contacting Sponsor as detailed in the “Your Rights” portion of the IBM Privacy Policy

RELEASE AND INDEMNIFICATION

To the maximum extent permitted by law, Participant agrees to release, indemnify, defend and hold harmless Sponsors, 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), Contest and/or prize-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, delict (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, Participant(s) and winners 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 Participant, 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 or any failure with respect thereto. Participant(s) and winners 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. Sponsors shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect

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itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in connection with the Contest.

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, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF A PRIZE.

NETWORKS AND CANCELLATION

Promotion Entities are not responsible for typographical error; technical, network, computer, digital, telephone, cable, electronic, or hardware or software malfunctions, failures, connections, problems; incompatibility; unavailable, garbled, corrupt, or jumbled transmissions; service provider, Internet, web site, blog site, user net accessibility, availability or congestion; unauthorized human intervention or security breach; the unauthorized access to, alteration of entries in whole or in part, the incorrect or inaccurate capture or processing of entries, or other information, or the failure to process, collect or communicate any such information; electronic errors, omissions, interruptions, deletions, defects, and/or delays; or loss, theft or destruction of any entry, or other Contest related materials or information, in whole or in part. If for any reason the Contest, or any part thereof, is not capable of running as planned for any reason, including (but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, artifice, fraud, cheating, technical failures, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, or any element thereof, Sponsors reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any part thereof. Sponsors reserves the right to select only potential winners from eligible, non-suspect entries received (prior to the force majeure event or otherwise), but only if doing so is deemed commercially practicable/feasible, and equitable in Sponsors' sole determination under the circumstances. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest, or any part thereof, is a violation of laws and should such an attempt be made, Sponsors reserves the right to disqualify Participant and seek damages from any such Participant to the fullest extent of the law.

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CHOICE OF LAW, FORUM, AND RECOURSE TO JUDICIAL PROCEDURES

Participant agrees to the application of the laws of New York state, without regard to conflict of law principles. All disputes will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction: the New York courts, United States.

Sponsors reserves the right, without notice or prior approval, to modify or supersede these Official Rules in its sole reasonable discretion and in such event will post revised Official Rules on the registration website and at the Contest location, which will continue to govern all aspects of the Contest.

CODE OF CONDUCT

Participants agree not to engage in behavior that is considered harassment or otherwise deemed unacceptable by the Sponsors in violation of this Code of Conduct at any time during the Contest and any related activities, events or contests. Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention.

Participants asked to stop any harassing behavior are expected to comply immediately. The Sponsors reserve the right to disqualify or otherwise bar from participation in the Contest any Participant who does not follow this Code of Conduct.

As this is a Hackathon Event, please be aware that the hacks created at our Event are equally subject to the anti-harassment policy.

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

VIDEO TAPING AND STILL PHOTOGRAPHY

By participating in the Event, you agree to be photographed and videotaped by the Sponsors or their contractors without receiving compensation of any kind. You understand that the images and footage may be broadcast, displayed, reproduced, edited, exhibited, used and distributed by Sponsors over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue producing and/or any other purpose as the Sponsors determine in their sole and absolute discretion. This authorization explicitly includes the use of your name, likeness, and/or voice. You may opt out of being photographed and/or videotaped by informing Event staff upon

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check-in at the Event that you do not consent to be photographed or videotaped, or by approaching the photographers or videographers directly.

ADDITIONAL TERMS

The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsors (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of these Official Rules. Sponsors assume no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from downloading materials or software in connection with the Event. The Sponsors may prohibit any entrant or potential entrant from participating in the Event, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or a Sponsors’ agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion.) IBM may share the personal information collected with IBM subsidiaries and third parties globally.

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

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

SPONSORS ADDRESSES

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BeMyApp, 535 Mission Street 14th Floor, San Francisco, CA 94105