

Florida Hacks with IBM

Official Rules

ARTICLE 1 – ORGANIZATION OF THE COMPETITION

The Florida Hacks with IBM is scheduled for September 13 - November 29, 2021 (“Hackathon”, “Competition”, “The Event”) is open to eligible individuals (“Participant”, “Entrant”) who are registered to participate. Participants will have an opportunity to prepare for the event and engage in webinars during the ideation phase, August 25 - September 10, 2021, prior to the start of the hackathon. Your participation in the Hackathon constitutes your acceptance of all of the Official Rules contained in this document (the “Official Rules”), which will be provided to you at the Hackathon and available at <https://floridahackswithibm.bemyapp.com>. University of Florida, IBM, and Florida Technology Council, are the organizers of this Competition (the “Organizers” or “Competition Entities”). The Organizers’ decisions concerning the Official Rules or any other matter relating to the Hackathon are final and binding.

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

Hackathon Overview

As the world evolves and as human expansion continues, there are significant observable effects of climate change on the environment. Glaciers are melting and shrinking, sea levels are rising, the oceans are warming, and droughts are becoming more frequent and severe. The effects of climate change not only impact and pose challenges to animals and their environments, but also humans, their health, and their quality of life.

How can you be a part of the solution?

At this hackathon, we are asking you to combat climate change and create solutions that make a difference while utilizing IBM technologies, AI/ML, and/or responsible AI. Your project should take on one of the challenge statements listed out below.

Challenge Statement 1 – Climate Change & Florida Ecosystem

Florida’s 8,000 miles of coastline exhibit tremendous natural beauty, attracting tourists and enriching the lives of our state’s 15 million coastal residents. Changes in weather patterns, extreme events, deoxygenation of ocean waters, ongoing erosion, and human development are disrupting and degrading our state’s coastal ecosystems, including our beaches, dunes, seagrass meadows, oyster and coral reefs and wetlands. Reasons cited for this climate change include emissions problems, lack of proper waste control, and increased development of surrounding areas.

Many are attempting to restore or create new ecosystems to regain these ecosystems and their services. This challenge invites participants to create applications to help with emissions problems, lack of proper waste control, and sustainable development plans.

How can we:

- Target and reduce emissions in the state of Florida
- Better collect and dispose of waste
- Sustain long term development without radically affecting the environment

Challenge Statement 2 – Improving the Condition of Florida’s Waterways

Florida’s springs, rivers, and estuaries define the natural aesthetic of the state and are largely responsible for establishing Florida as the 16th largest economy in the world. However, the physical, chemical and biological condition of the state’s waterways are dramatically changing due to climate change, shifts in land use, and population growth. Harmful algae blooms, macroalgae blooms, pathogen outbreaks and hypoxia (low oxygen events) are now pervasive in many waterways, threats that are projected to worsen with warming temperature and continued land use change.

This challenge invites participants to find applications to help increase the productivity and optimization of land use and improve zoning laws to promote better land use.

How can we:

- Target and reduce the impact of coastal land use on Florida's waterways
- Use land in a sustainable and climate-safe manner
- Promote better land use through zoning laws

Challenge Statement 3 – Sustainable Fisheries

Florida is the fishing capital of the world, with more anglers than any state and recreational and commercial fisheries that are worth over \$15 Billion annually to the state economy. Many Floridian’s fish or grow/harvest shellfish in our state’s rivers, lakes, estuaries and coastal oceans, either for fun (i.e. recreational fishers) or to support their livelihoods (i.e. commercial fisheries and aquaculture). Changes in water quality, water temperatures, aquatic habitat loss (e.g., mangroves, oyster reefs and seagrass), and other global change factors are transforming both the recreational and commercial fisheries sectors.

This challenge invites participants to help both public and private organizations to detect or deter changes in water quality, increasing water temperatures or monitor and aid in reduction of aquatic habitat loss.

How can we:

- Detect and deter changes in water quality
- Detect and deter increasing water temperatures

- Monitor and aid in the reduction of aquatic habitat loss

Challenge Statement 4 - Power Consumption

Florida has one of the largest per capita consumptions of energy in the United States. The bulk of this energy is drawn from fossil fuels leading to high carbon emissions. Currently there is a lack of public and private spending and initiatives in the Sunshine State for use of renewable energy resources such as solar and wind.

Participants are invited to contribute to help develop applications for facilitating higher usages of renewable energy sources and optimize for efficient energy usage for all types of resources.

How can we:

- Analyze and target locations for renewable energy sources
- Optimize power generation to reduce overproduction
- Target and reduce areas of inefficient energy usage

Challenge Statement 5 - Animal Agriculture

Production of animal products for human and other animal consumption emits 14.5% of global greenhouse emissions. Ongoing global greenhouse emissions continue to contribute to the effects of climate change now and into the future and less demand for meat and other animal products as well as more sustainable animal husbandry could lower greenhouse gas emissions.

Participants in this challenge are invited to encourage reduced consumption of meat and other animal products and find ways to promote more sustainable animal husbandry.

How can we:

- Target and reduce wastes associated with animal product production?
- Analyze and predict outcomes of efforts associated with methods for sustainable animal husbandry?

Challenge Statement 6 - Wildcard

Do you have a solution that encompasses more than one of the challenges above? Do you have an idea that is completely out of the box, but still addresses the theme at hand? If so, take on the Wildcard challenge. Create an AI app or tool incorporating IBM technologies and the datasets provided at this hackathon and combat climate change

ARTICLE 3 – ELIGIBILITY

This Competition is intended for participation only by people in the United States and shall be construed according to, and governed exclusively by the laws applicable in the United States.

No purchase necessary to enter or win.

The Competition is open to anyone in the United States (a) who has a valid US address, (b) who at time of entry are 16 years of age or older and at least the age of majority in their jurisdiction or

residence, (c) have agreed to participate in the Competition, and agreed to these Official Rules, by providing all required information and registering on <https://floridahackswithibm-platform.bemyapp.com>. If a participant is under 18 years of age, a [Parent/Guardian Consent & Release form](#) must be submitted. Failure to do so will result in disqualification of participation at the hackathon. Employees, consultants, officers and directors of the Organizer, BeMyApp, and employees, contractors, officers, and directors of other organizing entities, including the Judges (defined in Section 5 below) (collectively referred to herein as the "Competition Entities"), and their immediate family members (spouse, siblings, children, and parents) and those living in the same household as such individuals (whether or not related) are not eligible to enter.

ARTICLE 4 – PROMOTION PERIOD

Promotion starts on June 30th ("Promotion Period"). All times referenced herein are U.S. Pacific Standard Time.

ARTICLE 5 – REGISTRATION PROCESS

Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <https://floridahackswithibm.bemyapp.com>. Registrants must provide the following information: last name, first name, date of birth, address, phone number, email and their profile for the purpose of the Competition, as suggested on the website. This information is required for the completion of their application.

Each candidate guarantees that the information entered in application to the Competition is complete and accurate. Any false, incorrect or incomplete information will automatically result in the application being rejected.

You may enter one unique application. The same application cannot be entered into this Competition more than one time, or by more than one Participant, and in such an event, all Participants and all Entries may be disqualified.

The Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the Competition standards.

Competition Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor for service provider, Internet, web sites, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error; nor for unauthorized human intervention, human error, or the incorrect or

inaccurate capture of entry or other information; nor for the failure to capture any such information.

ARTICLE 6 – ENTRY WARRANTY

By entering this Competition and submitting materials in conjunction with the Competition (the “Entry”) , each Participant hereby represents, warrants and agrees to produce written evidence of such if requested, that: (i) The Entry, in whole and in part does not violate or infringe upon any third party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights, or any other rules or regulations;

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

(iii) Participant has all other rights, licenses, permissions, and consents necessary to submit the Entry and to grant all of the rights granted to the Competition Entities in these Official Rules (and in any written Agreement signed by Participant), and the exercise thereof by the Competition 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, consultation or any other fees, costs, or expenses;

(iv) The Entry in whole or in part contains no malware, including without limitation viruses, trojans, worms, spyware, or any other harmful software, code, or other devices; (v) The Entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, discriminatory, cruel, abusive, highly sensitive, grossly harmful, harassing, invading someone else’s privacy, libelous, threatening, hateful, racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, harm minors in any way, deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature, impersonate another person, contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, threatens the unity, integrity, defense, security or sovereignty of a jurisdiction, friendly relations with foreign states or public order or illegal content, and/or technology or other content that is prohibited from export, content of an obscene or menacing character, prevents investigation of any offense, and does not otherwise offend against reasonable standards of taste and decency; and

(vi) The Entry in whole or in part does not contain information considered by the Participant, its employer, or any other third party to be confidential.

In order to be eligible for this Competition, the submitted Entry, in whole and in part (and its Participant) must comply with all other terms stated in these Official Rules (which may be amended or varied at any time by the Organizer without notice at the Organizer's sole discretion and will be posted in revised Official Rules on <https://floridahackswithibm.bemyapp.com>).

ARTICLE 7 – SUBMISSION REQUIREMENTS

Submissions will only be accepted from an eligible individual with full rights to do so, either on their own behalf, or on behalf of their company (each is referred to herein as a "Participant" or "Entrant"). Companies must appoint an individual for contact and potential winner notification and prize acceptance, if applicable. No more than one (1) prize will be awarded per Participant. By submitting an Entry on behalf of a company, Entrant affirmatively agrees that they have been asked to do so on behalf of the company and is the authorized company representative, and any prize award will be provided to the company representative who will be solely responsible for disbursement of the prize.

As between Competition Entities and Participant, Participant has and retains all intellectual and proprietary rights in and to the Entry that Participant had at the time of submission to this Competition. By entering, each Participant acknowledges and expressly agrees that their Entry may be promoted by the Organizer on its website and/or in various media (including via paper, data and digital media) at the Organizer's discretion.

ARTICLE 8 – JUDGING, WINNER SELECTION AND DISQUALIFICATION

The Organizer, or its authorized representatives, will judge each eligible Entry submitted, using the following equally weighted judging criteria ("Judging Criteria").

The jury will select the winning Entry based on the following judging criteria:

- Impact & Innovation:
 - Will this solution have an impact on the environment?
 - Is the project creative, innovative and disruptive?
- Challenge Fit & Feasibility:
 - How relevant is the project to the stated challenge?
 - Is the solution possible, or just nice in theory?
- Technical Execution:
 - How has the team effectively utilized the available technologies?
 - How easy is the application to use?
 - How advanced is the prototype presented?

Scores will not be made public by the Organizer at any time. Jury decisions are final and cannot be challenged.

Winning Entries will be selected from eligible Participants who (1) satisfy the terms and conditions for participation as set forth in the Official Rules and Code of Conduct; (2) meet the judging criteria; (3) participated in the Hackathon. By submitting an Entry, Participants consent to the publication of their name on any of the Organizer's websites and in other publications in all forms of media if their Entry is selected for a prize.

Winner(s) will be disqualified if (1) a potential winner cannot be contacted/does not respond after two attempts to contact the potential winner; (2) a potential winner does not fulfill the eligibility requirements as outlined in the Official Rules or by law; (3) a potential winner does not adhere to the Official Rules; and/or (4) if the prize notification is returned as undeliverable, refused, or declined. If a prize winner is disqualified after their Entry is selected for a prize, the Participant with the next highest scoring Entry will be designated as the recipient of that respective prize.

ARTICLE 9 – PRIZE ALLOCATION, FEES AND TAXES

Prizes will be paid by BeMyApp via Bill.com or PayPal to eligible winners within 120 days after the prize winners announcement. BeMyApp will attempt to notify the selected prize winners via email within 5 business days of the official winners announcement. Winners are required to provide their full legal name, email address, mailing address, phone number, and relevant payment information to BeMyApp within 14 days of initial attempted notification. The winner may also be required to complete an income tax form, or provide other relevant documents as requested by BeMyApp. The winner may be disqualified and lose the profit of the prize if (1) any of the required payment information or documentation provided by the winner is unusable (illegible, incomplete, or erroneous); (2) the winner does not provide all the required information requested by BeMyApp; (3) the winner is ineligible to receive the prize by law. BeMyApp cannot be held liable for loss of prize due to error in routing (electronic or by mail), ineligibility to receive the prize, or inability to contact the winner. BeMyApp reserves the right to substitute a prize of equal or greater value where permissible under law.

All taxes and fees are the sole responsibility of the winner, as well as loss to profit of prize due to incurred distribution fees or currency exchange. Winners will adhere to the income tax rules and regulations as outlined by the IRS.

ARTICLE 10 - GENERAL

Participation in this Competition is subject to these Official Rules. Participants agree to abide by and be bound to these Official Rules and the decisions of the Organizer, which are final and binding in all respects, as well as the above referenced Privacy Statement. These Official Rules and the referenced Privacy Statement may be amended or varied at any time during the Promotion Period by the Organizer at the Organizer's sole discretion, and the Organizer will post the revised Official Rules at <https://floridahackswithibm.bemyapp.com> and email such revised

Official Rules to the email address provided by Participant. Participant is entitled to withdraw from the Participation in case it does not agree to such revised Official Rules, and the license granted by Participant to Competition Entities in Section 5 will be terminated accordingly.

By continuing the Participation, Participant agrees to the revised Official Rules without any objection. Failure to timely return or properly complete release documents (as described herein), or if a prize notification or any prize is returned as undeliverable, or if winner is not eligible or does not comply with these Official Rules, will result in prize forfeiture and an alternate winner may be selected, in accordance with the provisions of Section 6 above. The Organizer reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Entrant or winner who, in the Organizer reasonable suspicion, tampers with the Organizer's site, the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.

The Organizer makes no representations or warranties of any kind, express or implied, regarding any prize or your participation in the promotion.

By entering and/or accepting a prize, Participants and/or winners hereby consent, where lawful, to the use by the Organizer (and its authorized third parties) of Participant's name, image, likeness, voice, hometown, and/or biographical information, content included in the Entry, and feedback in any and all media now known or hereafter developed worldwide, including on the Internet, without additional compensation, and without the right of review, notification, or approval in connection with the Competition.

ARTICLE 11 - LIMITATIONS OF LIABILITY:

Competition Entities are not responsible for damage to Participants' computer or website development equipment or technology or to any other person's or entity's computer or website development equipment or technology related to or resulting from participating in this Competition or downloading materials from or use of web sites. Any use of Competition or sweepstakes clubs (or similar methods), robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any Participant using such methods. If, for any reason, the Competition is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which the Organizer deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Organizer reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Competition and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by the Organizer, including should unforeseeable events make the Competition impossible or impracticable. Competition Entities shall not be liable to winner or any other person for failure to execute the Competition, or supply a Prize or any part thereof, by reason of any action(s), regulation(s), order(s), or request(s) by any governmental or quasi governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war,

fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Competition Entities, their parents, affiliates, subsidiaries, and related companies, their advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of participation in the Competition, Competition/Prize related activities, access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s). Without limiting the foregoing, everything on the sites are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. This Competition is governed by United States law. As a condition of participating in this Competition, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Competition shall be resolved individually, without resort to any form of class action, exclusively before a court located in the United States.

ARTICLE 11 - CONFIDENTIALITY

The Participant acknowledges the confidentiality of all information and documents which have been shared with them throughout the Competition.

During the whole duration of the Competition, the Participant will not directly or indirectly use or share any information with any third party, unless they have obtained a written authorisation to do so, delivered by the Organizer beforehand. This applies to information shared with them by the Organizer, or shared with them indirectly upon the execution of this contract.

The Participant commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organizer's simple request. This confidentiality agreement is valid for 24 months from the start of the Competition.

ARTICLE 12 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organizer or BeMyApp to contact the winner and to award them the prizes in an efficient way and, if the case arises, to publish the list of the winners.

Personal Data you submit when you participate in the Hackathon will be treated in accordance with our Privacy Policy <http://privacy.bemyapp.com/> and applicable data protection laws.

Participants have the right to access, update and/or obtain deletion of their data by requesting directly to BeMyApp at the following address: 535 Mission St 14th floor, San Francisco, CA 94105.