

**IBM QISKIT™ CAMP 2020  
OFFICIAL RULES**

**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” agrees to be bound by the IBM Qiskit Camp Official Rules (these “Official Rules”) and all Contest related communications from the Sponsor (including its authorized representatives and organizers) in any and all media/medium, and the decisions of the Sponsor and Judges (including their authorized representatives) which are final and binding in all respects. By participating, Participant accepts these Official Rules on his/her own behalf and on behalf of his/her successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights by, from or through Participant.***

**DESCRIPTION OF CONTEST AND HACKATHON EVENT:** This IBM sponsored “Qiskit Camp 2020” is an invite only, three-day skill-contest consisting of an informational/educational conference held in Yorktown Heights, NY on Day One (“Qiskit Conference”) and a skill-based judged hackathon event (“Hackathon” or “Event”) held in Chittenden, VT at the Mountain Top Inn & Resort (the “Site”) on Days Two and Three (collectively the “Contest”). Attendance at all Days is required to participate in the Contest. The Contest is designed to encourage participants to create, optimize, learn about and develop compelling, specifically designed software contributions to address a variety of topics provided by Sponsor using IBM’s Qiskit open source project (“Qiskit Project”). The Hackathon portion of the Contest will be held, and must be worked on, only in the dedicated conference room at the Hackathon location at the Site in VT pursuant to and in accordance with these Official Rules and under the supervision, instructions and directions of Sponsor and its authorized third parties.

Transportation, lodging, and all other costs, fees and expenses of attendance incurred by Participant to arrive at the Qiskit Conference in NY on Day One of the Contest other than meals is at the sole cost, expense and responsibility of Participant. Transportation to/from, lodging and meals at the Hackathon Site in VT will be provided by Sponsor. Incidentals, including but not limited to room service, phone calls, or gift shop purchases will not be provided or covered by Sponsor. Participant may not use the Event to market any goods or services. The Event may be filmed or recorded by Sponsor, participants or other third-parties. Sponsor will not provide any laptop computers or smartphones. Participant must bring whatever s/he believes s/he reasonably needs to participate in the Hackathon, such as a smartphone, laptop computer, etc.; high speed wireless internet will be provided barring extenuating circumstances.

Registration, IBM Documentation, these Official Rules, and specific details and instructions may be found at <https://qiskit.camp> (“the “Website”).

**CONTEST, DEVELOPMENT AND JUDGING PERIODS:** The Contest begins on or about 8:00 am ET on March 10, 2020 and ends approximately 2 pm on March 13, 2020 (the “Contest Period”). It is anticipated but not guaranteed that the Hackathon will be held for approximately 24 hours beginning at approximately 10:00 am (local time) on March 11, 2020 and ending 10:00 am on March 12, 2020 at the Site in VT (the

“Development Period”). During the Development Period, Participant, working with a team of participants assigned by IBM, will create and work with their team on the team’s entry. Last call for submission of a team’s code must be received by the IBM Contest administrator on or before 10:00 am on March 12, 2020, or the Participant’s entire team entry will be disqualified. At the conclusion of the Development Period, Participant, working with his/her team, working as a team, will have up to five (5) minutes during which to present the team’s entry and its features to the entire audience and judges (“Live Pitch”). Each team’s submission will be considered and judged during the Live Pitch pursuant to the Judging Criteria (defined herein) and winner(s) selected and announced at the Event (“Judging Period”). Sponsor may, but without obligation, establish an opportunity for all participants to engage with other participants/entries in an interactive, science-fair type of exposition during which each Participant may vote for one (1) entry pursuant to the Community Choice Criteria (defined herein) to select one “Community Choice” winner.

All dates and times are subject to change in Sponsor’s sole discretion. Times are approximations and may be subject to change/variations due to this Event being a live event; times may be shortened or extended as necessary due to exigencies of the circumstances as deemed necessary by Sponsor but shall apply uniformly to all participation/participants. All times relating to the Contest are U.S. local time. The Sponsor’s clock at the Hackathon shall be the official time keeping device for the Hackathon, unless otherwise stated. Event location and venue may be subject to change or cancellation.

**SPONSOR:** The Contest is sponsored by International Business Machines (“IBM” or “Sponsor”), with its research division located at the Thomas J. Watson Research Center at 1101 Kitchawan Road, Yorktown Heights, NY 10598.

**REQUIREMENTS PRIOR TO PARTICIPATION:** Prior to being allowed to participate in the Contest, eligible invitees will be required, among other things, to register for the Event and agree to be bound to these Official Rules, establish a “Qiskit User account” on Github, execute and comply with required IBM Documentation (anticipated to include an Assumption of Risk, Publicity Release, and Waiver/Liability Release Agreement, Code of Conduct, IBM Q Experience End User Agreement, Winner Declaration, and any other specific instructions, directions and documentation that may be required by Sponsor) (“IBM Documentation”). The IBM Documentation will be made available prior to the event. 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. Participant will be required to sign a physical or electronic copy of the applicable IBM Documentation when requested by IBM. The Contest, participation therein, and all participants, entries and submissions, including code are --- in addition to the aforementioned IBM Documentation --- also subject to and governed by the IBM Privacy Policies (defined below in the PRIVACY AND PUBLICITY Section) and these Official Rules (references herein to the Official Rules include the IBM Privacy Policies).

**TEAM MEMBERSHIP:** Unless otherwise expressly agreed by Sponsor, participants may NOT participate in the Contest individually and will be assigned to teams, in Sponsor’s sole and absolute discretion. Teams must contain a minimum of three (3) participants and no more than five (5) participants, but may be otherwise assigned or re-assigned in Sponsor’s sole and absolute discretion. Participants may only work

on one team. 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. Sponsor reserves the right to disqualify an individual team member, including Participant, without effect to the applicable entry or applicable team members, due to such individual's failure to adhere to Contest rules, execute required documentation, or violation of the code of conduct. In qualifying for a prize, all team members up to a total of five (5) will receive the respective prize. Sponsor may require each team to assign one team member ("Team Representative") to be the primary point of contact for the team during the Event. The same submission cannot be entered into this Contest more than one time, or by more than one Participant, and in such event, one or all participants and entries may be disqualified.

**ELIGIBILITY:** Eligible participants in this Contest must be 18 years of age or older and a registered IBM Qiskit User at time of registration, must not be ineligible (as provided herein) or under a conflicting contractual or legal restriction to enter.

**INELIGIBLE INDIVIDUALS:** THIS CONTEST IS VOID TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND THOSE SUBJECT TO U.S. EXPORT CONTROLS/SANCTIONS AND IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. In addition, employees, officers and directors of: (i) IBM; (ii) the "Judges" (as identified on the Contest Program Website); (iii) Event and/or event organizers, including Event Administrator; (iv) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration and/or execution of this Event and/or this Contest Program (all collectively the "Promotion Entities"); and (vi) 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 persons or entities identified in (i)-(v); and (vii) Government Owned Entities (defined below) and their employees and immediate family members, with the exception of employees engaged in teaching or research at accredited educational institutions that grant college/university (or equivalent) degrees (such excepted employees shall be "Permitted GOE's"), are not eligible to participate in this Contest Program. A Permitted GOE who is otherwise eligible for this Contest Program may participate in this Contest Program and may be accorded public acknowledgement and recognition by Sponsor if confirmed as a winner, but will NOT be eligible to receive and will not be awarded a prize of monetary value.

**GOVERNMENT OWNED ENTITY:** "Government Owned Entity" (or "GOE") means an organization/individual who meets any of the following criteria: Governmental bodies and employees - national, state, provincial, local, municipal government - and any department, agency, public enterprise or instrumentality of a government; State owned hospitals, schools, utilities; State owned enterprises (whether wholly or partly owned); Public international organizations; Private companies controlled fully or partly by or under common control with any of the above; a political party or party official, or any candidate for political office. GOE also includes GOE customers who may consist of: public schools, utilities and organizations licensed to provide public services; public international organizations, such as the United Nations or World Health Organization; entities subject to public procurement laws and regulations; other entities, even those that are privately held and those that are publicly traded, if a

government, a public international organization, an entity subject to public procurement laws or a government official, owns or has the ability to exercise control over such entity; and U.S. Federal Clients, including: (i) executive, legislative and judicial branches of the U.S. Federal government, (ii) U.S. Government-affiliated corporations (e.g., Tennessee Valley Authority), (iii) quasi-governmental organizations (e.g., The Smithsonian Institution), (iv) commercial business enterprises operating under a U.S. Federal government power of attorney, or with Management Operating Contractor (MOC) status.

**PERMITTED GOE'S IMPORTANT NOTICE:** A Permitted GOE who is otherwise eligible for the Contest may participate in the Contest and may be accorded public acknowledgement and recognition by Sponsor if confirmed as a winner, but will NOT be eligible to receive and will not be awarded a prize of monetary value.

**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 a participant, including Participant, enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such policies and laws, Sponsor may, in its sole discretion, disqualify the participant and forfeit their prize, if applicable. Promotion Entities disclaim all responsibility and liability relating to the above; by entering participants, including Participant, agree to release, indemnify, defend and hold them harmless in all respects thereto.

**ENTRY REQUIREMENTS:** Participant teams must create one (1) original open source software contribution from the topics provided by Sponsor using the Qiskit Project and open source data during the Hackathon Development Period and must present their entry and features during a Live Pitch when requested during the Judging Period at the conclusion of the Development Period. For purposes of the Contest and pursuant to these Official Rules, unless otherwise specified, the entry, Live Pitch, and all content, materials and information submitted in any and all media and medium by an eligible participant, including Participant, during the Event, will collectively constitute the "entry". **Limit one (1) entry per participant/team.** In addition, the entry must be in English and run on at least one of the following platforms: Windows desktop computer; Mac desktop computer; Android device; iOS device; Linux or any other platform capable of running Qiskit. Participants must make the entry available free of charge and without any restriction, for testing, evaluation, and use by the Sponsor and Judges, and participants as applicable.

Entries that are, in whole or in part, unsuccessful, exploitative, fraudulent, misleading, harmful, non-functioning, invalid, non-compliant, or incomplete, or those not deemed to be submitted in good faith may be disqualified. Proof that an entry is presented at the Event is not proof or evidence that the entry and/or Participant is eligible for the Contest. Participants must attend and complete the entire Event in order to be eligible to win a prize in the Contest. Attendees who leave, are disqualified, are ejected or otherwise fail to complete the Event (including the Live Pitch) will not be eligible to win a prize in the Contest.

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

- (i) The entry, in whole and in part, is original work of Participant, is original to the Contest (i.e. was not developed in any substantive form/format prior to the Event), does not violate or infringe upon any laws, rules, regulations, proprietary or intellectual property rights (including copyrights, trademarks, patents, trade secrets, industrial property rights, personal or moral rights), or any other laws, regulations, or rights whatsoever of any country, person and/or entity;
- (ii) The entry, in whole and in part, is submitted to the Contest by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the entry or any part thereof, who are depicted (directly or indirectly) in the entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the entry and its use pursuant to these Official Rules;
- (iii) Participant has all other rights, licenses, permissions and consents necessary to submit the entry and to grant all of the rights granted to the Promotion Entities in these Official Rules, and the exercise thereof by the Promotion Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, approval or consultation rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the submission, use, exhibition and/or any other use or exploitation of the entry, in whole and in part, the use thereof by Sponsor, and the exercise by Promotion Entities of any of the rights granted in these Official Rules;
- (iv) The entry in whole or in part contains no malware, including viruses, trojans, worms, bugs, spyware or any other harmful software, code or other devices; and
- (v) The entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious or sensitive content, or illegal content (including but not limited to technology or other content that is prohibited from export), content of an obscene or menacing character, and does not otherwise appear to condone such issues, or offend against reasonable standards of taste and decency.

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

**GENERAL ENTRY CONDITIONS:** Once 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 (which must include the Live Pitch) 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 Event. Participants assume all risk of ineligible, damaged, lost, late, incomplete, invalid, incorrect, incompatible, non-functioning, or misdirected entries, in whole or in part, and such will not be eligible for a prize. SPONSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH ITS ABILITY TO IN ANY WAY ENABLE, DEVELOP,

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

**Without limitation, Sponsor reserves the right to immediately disqualify and/or remove at any time (before, during or after the Event/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 Sponsor (if applicable).**

Participants, including Participant, understand, recognize and accept that, without fault of the Promotion Entities, other participants or persons may have provided one or more of the Promotion Entities, or others, or made public, or may in the future submit, or make public, 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 entry is identical or similar to the entry of another participant, the Promotion Entities reserve the right to score one entry higher than the other, subject to the judging criteria set forth herein, in the discretion of Sponsor and Judges. Entries may not be acknowledged and will not be received or held "in confidence" or "in trust" and by submitting an entry it does not create a confidential relationship or obligation of secrecy between Participant and any of the Promotion Entities. Participants will not now or in the future be entitled to any approval, rights of compensation, or any other payment; 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 participants agree to release, indemnify, defend and hold them harmless in all respects thereto.

**JUDGING CRITERIA/JUDGED PRIZE WINNER SELECTION/COMMUNITY CHOICE WINNER**  
**SELECTION:** Eligible entries presented during the Live Pitch at the Event will be judged by a panel of subject matter experts (the "Judges") selected by Sponsor using the following Judging Criteria ("Judged Winners"). Scores will not be made public at any time.

<b>Originality and Uniqueness (25%)</b>
<b>Live Pitch Presentation (25%)</b>
<b>Usefulness (25%)</b>

<b>Technical Complexity (25%)</b>
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In addition to the above Judged Winners, all participants at the Event will vote for the entry they perceive to be the most technically compelling (“Community Choice Criteria”) and the entry that receives the most number of eligible votes from participants will be eligible for the Community Choice Prize. Limit one (1) vote per Participant. Participants may not vote for their own entry.

**WINNER SELECTION:** Assuming sufficient eligible entries are received, it is anticipated that potential Judged Winners will be selected based on their highest combined score in accordance with the above Judging Criteria. Sponsor may, but without obligation, select more than the stated number of winners if found to be of exceptional quality in Sponsor’s sole and absolute discretion. Sponsor reserves the right to select fewer than the stated number of prize winners due to insufficient eligible and qualified entries/participants. By way of example only, Sponsor reserves the absolute right in its sole discretion to disqualify as ineligible entries that do not provide (in Sponsor sole determination) a credible or feasible use of the Qiskit community projects and/or data, appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant. All prize awards are subject to Sponsor’s verification of entrant/entry’s eligibility and compliance.

In the case of a tie, the tie will be broken (among the tied potential Judged Winner entries) by the highest combined score(s) in the Technical Complexity category, and if a tie still remains the tie will be broken (among the remaining tied entries) by the entry with the highest score in the Live Pitch category. In the case of a Community Choice tie, the tie will be broken (among the tied potential Community Choice Winner entries) by Sponsor’s selection, in its sole and absolute discretion, of the entry that it deems the most technically compelling. In the event the same team wins both the judged vote and the Community Choice, Community Choice prizes will be awarded to the team receiving the second-most number of Community Choice votes. In the event 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 Sponsor’s sole discretion) and only if fair, and sufficient time exists.

**PRIZES:** Subject to receiving sufficient eligible entries, prize(s) available to be awarded are as follows:

**First Prize (one team) (up to five (5) prizes per team, one (1) prize per team member):** an Invitation for each team member to attend and participate within a twelve (12) month period a Qiskit Camp of their choice (selected from a list provided by Sponsor). Travel to the Qiskit Camp will be booked through IBM, up to \$2,000 USD for each team member and will include roundtrip air transportation, ground transportation to and from airport to the event or hotel, and one night in a hotel (standard room/single occupancy, room and tax only) the night before Qiskit Camp. (Approximate retail value: \$2,000 USD per team member, up to \$10,000 USD total). First prize winners will also receive a unique Q trophy. ARV: \$150 USD. If winner fails to (timely) select and attend a Qiskit Camp within the 12 month period, the invitation and trip elements of the prize will be forfeited in their entirety, and the First prize will consist solely of the unique Q trophy.

Winners agree to abide by any terms, conditions and restrictions of Qiskit Camp. ARV of trip may vary, depending on the point, date and time of departure. Prize must be accepted as a whole, or will be forfeited in its entirety. Travel must be booked at least 45 days in advance, and travel must be taken on the dates specified by Sponsor; certain restrictions may apply. All travel arrangements must be made by IBM. Winner will be responsible for all meals, ground transportation, excursions, gratuities, fuel, parking, beverages, telephone calls and any other incidental costs or expenses not specifically stated herein. Specific air carrier(s) and other trip specifics are at the sole discretion of the Sponsor or its designee(s). All travel is subject to availability. Winner must have a currently valid passport at time of booking and at time of travel; failure to provide passport information at time of booking will result in forfeiture of prize. Winner will be required to obtain and maintain all insurance (including car, health, liability and any other insurance). Winner acknowledges and agrees that neither Sponsor nor its authorized representatives are providers/carriers of transportation, or insurance providers. No changes will be made to travel details once any element(s) of the travel arrangements have been booked. Prize conditions may be added or modified by Sponsor or its designee. Neither Sponsor nor its authorized representatives are responsible for any changes of any element of trip, nor are they liable for any expenses incurred as a consequence of lodging, or flight changes, cancellation or delays. Any misplaced, lost, stolen, damaged or destroyed tickets, travel vouchers, gift cards, or certificates will not be replaced by Sponsor. Travel is subject to capacity controls, availability, and certain other restrictions, which may include a Saturday night stay, all of which are subject to change. Any unclaimed and/or unused element of the trip package, or any element thereof, will remain the property of Sponsor or its designee. The restrictions/conditions stated herein are not all-inclusive and the described above may be subject to additional restrictions/conditions, which may be stated in the Declaration (as defined herein), and/or other travel documents. Failure to provide these documents, if required, will cause prize to be forfeited and awarded to an alternate winner. Sponsor reserves the right not to award a prize to any person for any reason if doing so would not be in the spirit of the Promotion, or if it may adversely affect the business reputation or goodwill, or have a detrimental impact on Sponsor, this Contest, any of Sponsor's brands, products or services as determined by Sponsor in its absolute discretion. In the event any winner(s) engage in behavior that, as determined by Sponsor (or its designee) in their absolute discretion, is obnoxious or threatening, dangerous, unsafe, harmful, illegal or that is intended to annoy, abuse, threaten or harass any other person, or that may cause property damage or loss, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and to send the winner home with no further compensation.

**Second Prize (1) (up to five (5) prizes per team, one (1) prize per team member):** a unique Q trophy. ARV: \$150 USD.

**Community Choice Prize (1) (up to five (5) prizes per team, one (1) prize per team member):** a plaque. ARV: \$75 USD.

**Limit one (1) prize per participant. A team may only be declared a winner for one applicable prize level (and may not receive both a Judged prize and a Community Choice Prize).** 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. Prize winners must be able to accept the prize in its entirety or not



at all, or else prize may be forfeited (in Sponsor's sole and absolute discretion). All makes, models, features, and equipment of prizes are selected by Sponsor in its sole discretion. Prizes will be awarded at the Event and will not be replaced by Sponsor if lost, stolen, misplaced, or destroyed.

These Official Rules shall control and serve to clarify any confusion, discrepancy, error or mistake communicated (at any time before, during, or after the Contest or any part thereof) in any and all media. Prizes will be received at the Event. Potential winners may be required to sign and return a Declaration of Eligibility, Release of Liability, and where legal, Publicity Release for receipt by Sponsor within the time/date specified by Sponsor, or else such individual and/or team (in Sponsor's sole discretion) prize may be disqualified and prize forfeited; in such event, an alternate winner may be selected in accordance with their score assuming sufficient eligible entries are received (and time permitting). Prizes are not assignable or transferable in whole or in part. No cash or prize substitutions allowed, in whole or in part; except Sponsor reserves the right to substitute a prize of comparable value. In no event will Sponsor or Promotion Partners be responsible for awarding more than the stated value/number of prizes. *Any prize pictured or mentioned in advertising or Contest materials is for illustrative purposes only and may not be the actual prize awarded.* With the exception of all valid manufacturer's warranties with respect to a prize, prizes are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement.

**TAXES:** All winners are solely responsible for any local, state, federal/country or any other applicable taxes, compliance with (governmental) reporting, filing and documentation requirements, and for any other costs, expenses and fees connected with their acceptance and use of the prize in their respective jurisdictions. Prizes will be awarded to and in the name of the individual Participant.

**COMPLIANCE AND DISQUALIFICATION:** In the event of disqualification for noncompliance, ineligibility, if a potential winner refuses or fails to complete and return release documents as directed on or within the time stated, or for any other reason arising after the Event and attendees have departed, that prize will be forfeited in its entirety and Sponsor will not award that respective prize. Returned, undelivered, unclaimed, forfeited or un-awarded prizes will not be (re)awarded. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the prize to any Participant.

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

Without limiting any other right or term herein, a Participant may be disqualified from the Event and/or the Contest immediately if, in Sponsor's (or its authorized representative's) absolute discretion, it reasonably believes the Participant has, is suspected of, appears to, or has attempted to undermine the

legitimate operation of the Event, is suspected at any time of engaging in artifice, cheating, deception, fraud, using multiple identities, engaging in illegal, harmful, dangerous, unsportsmanlike activities or obnoxious behavior, or other unfair practices, or has or attempts to annoy, abuse, threaten, harass, or intimidate or cause harm to any other Participant, any of the Promotion Entities, or any other person or may cause damage, destruction or loss of property.

**INTELLECTUAL PROPERTY RIGHTS:** As between Promotion Entities and the Participant, the Participant has and retains all intellectual and proprietary rights in and to the entry that Participant had at time of submission of the entry in the Contest. As a condition of entry, Participant grants Promotion Entities a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, any entry in whole or in part that Participant submits to this Event for the purposes of allowing Promotion Entities to test and evaluate the entry for purposes of judging for this Event, to administer the technical and other requirements of the Event including distribution of the entry to the Promotion Entities, and for prize award verification, as applicable. Participants also agree that Sponsor is free to use any of the ideas, concepts, know-how, or techniques submitted as part of or in connection with the entry for any purpose, *and* in furtherance of any rights granted to it in any IBM Documentation. Nothing in these Official Rules, the participation by participants in the Contest, or Contest materials or related communications preclude Sponsor from using the ideas, concepts and know-how which are developed in the course of entrant's participation in the Contest, at any time, or be deemed to limit IBM's rights to provide similar IBM technology, services, products or any other offerings ("IBM Offerings") to other customers. Participant may, but is not obligated to, provide feedback to IBM ("Feedback"). For any Feedback Participant provides to IBM, Participant grants to IBM a perpetual, fully paid up, irrevocable, nonexclusive, worldwide license to such Feedback to use, have used, execute, display, reproduce, make, have made, import, have imported, perform, disclose, prepare derivative works from, and distribute, sell, import, have imported, offer to sell and transmit (internally and externally) such Feedback and derivative works therefrom for any purpose. This includes the right of IBM to sublicense these rights to any third party.

Qiskit is a trademark of the IBM Corporation.

**PRIVACY AND PUBLICITY:** IBM, its affiliates, and contractors of either, may, wherever they do business, store and otherwise process the following personal identifiable information ("PII") of the Participant, all as detailed at the [IBM Q Privacy Page](#) under "IBM Q and Qiskit events", for the purposes and the duration in the IBM Q Privacy Page .

The IBM Privacy Statement at <https://www.ibm.com/privacy/us/en/> and the IBM Online Privacy Statement at <https://www.ibm.com/privacy/details/us/en/> (collectively the "IBM Privacy Policies") provide additional details. Participant agrees to the IBM Privacy Policies.

***By accepting these Official Rules, Participant is giving Promotion Entities its consent to collect, access, store and use the PII specified above, all in accordance with these Official Rules, The IBM Q Privacy Page, and the IBM Privacy Policies.***

Participant has a right to access, correct, update, enrich Participant's PII, but also to have his/her personal data deleted. Participant may withdraw consent at any time by notifying IBM via [giskit@us.ibm.com](mailto:giskit@us.ibm.com). Participant represents that Participant will not provide IBM or Promotion Entities (and their authorized representatives) with any personally identifiable information that relates to or identifies an individual, other than the PII specified above.

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

Further, to the maximum extent permitted by law, and without limiting the foregoing, participants 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. Participants 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. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in 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:** 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, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any part thereof. Sponsor 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, fair and equitable in Sponsor's 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, Sponsor reserves the right to disqualify Participant and seek damages from any such Participant to the fullest extent of the law.

**FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** Participants agree 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.

Sponsor 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 Website and at the Hackathon location, which will continue to govern all aspects of the Contest.