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**IBM Q AWARDS CONTEST PROGRAM**
**TERMS AND CONDITIONS**
(Final Version dated 1-11-2018; posted 01-14-2018)

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**NO PURCHASE NECESSARY TO ENTER TO WIN A CONTEST IN THIS CONTEST PRO-GRAM. VOID WHERE PROHIBITED BY APPLICABLE LAW. Entry into a Contest in this Contest Program constitutes your acceptance of these Terms.**

**CONTEST PROGRAM OBJECTIVES/DESCRIPTION & SPONSOR:**
The objectives of this Contest Program are to build interest in IBM's quantum computer network and eco-system a/k/a **IBM Q™**, developing and expanding resources available for the purpose of the advancement of quantum computing and exploration of its powerful potential as a viable platform, as well as fostering the development of IBM's Quantum Information Software Kit a/k/a the **QISKit™**, an open source software development kit for IBM Q and the **IBM Q Experience™**. We aim to expand the user base of the IBM Q Experience / QISKit and make IBM the premier place for up and coming talents in quantum computing. Contest Program awards are intended to help build a thriving community of IBM Q users and foster the sharing of teaching materials, tutorial notebooks, and research results around quantum computing.

These IBM Q Awards Contest Program Terms and Conditions (these "**Terms**") apply to the "**IBM Q Awards Contest Program**" (this "**Contest Program**"), which consists of four separate award contests (each a "**Contest**"):
1) **Teach Me Quantum Award**;
2) **Teach Me QISKit Award**;
3) **IBM Q Best Paper Award**; and
4) **QISKit Developer Challenge**.

The sponsor of this Contest Program and each Contest is International Business Machines Corporation, a New York corporation, with its principal place of business at One New Orchard Road, Armonk, New York 10504 U.S.A. ("**IBM**", "**Sponsor**", "**we**", or "**us**").

**CONTEST PERIOD:**
This Contest Program will commence when Sponsor begins accepting Submissions (defined below) at https://qx-awards.mybluemix.net at approximately 12:00:00 AM Eastern Daylight Savings Time (GMT -5) on 15 January 2018. Submissions will be accepted through the date and time specified in each of the separate Contests as specified below.

**THE CONTESTS:**
Submissions (described and defined below) will be accepted for the following four separate Contests:

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1) **Teach Me Quantum Award**
- **Prize amount:** US$10,000 split into one First Prize of US$7,000, one Second Prize of US$2000, and one Third Prize of US$1000.
- **Awarded for:** Best university-level course-materials for a lecture series incorporating the IBM Q Experience and QISKit, evaluated on the selection criteria set forth below.
- **Submission requirements**:
  - Submissions must meet General Submission Rules stated below.
  - Include lecture notes in the form of a script and/or slide presentation using the IBM Q Experience and QISKit as a tool to explain quantum information science topics.
  - Minimum course duration: at least 10 weeks at 2 hours/week.

- o Include tutorial materials with exercises and solutions requiring students to solve, at least partially, problems with the IBM Q Experience and QISKit (Python or Jupyter Notebooks).
  - o Include a short description of the course and its content.
  - o Submitter agrees to license the Submission under the Creative Commons Attribution-ShareAlike 4.0 International license.
  - o Materials must be received by IBM via the IBM Q Award webpage, https://qx-awards.mybluemix.net, before 11:59:59 PM Eastern Daylight Savings Time (GMT -5) of the last day of the submission period (stated below).
- **Selection criteria**:
  - o *Use of QISKit/IBM Q Experience. (Max 5 points)*
  - o *Magnitude of submitted material. (Max 5 points)*
  - o *Structure & documentation. How well can the submitted materials/tutorials be used by other teachers/professors? Are there obvious errors? (Max 5 points)*
  - o *Creativity & originality of didactic method. (Max 5 points)*
  - o *Visual appearance and design of course materials. (Max 5 points)*
- **Submission period**: starting 15 January 2018, ending 15 November 2018.

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### 2) Teach Me QISKit Award
- **Prize amount:** US$1,000. One First Prize of US$1,000 will be awarded.
- **Awarded for:** Best interactive self-paced tutorial (single or multiple Jupyter Notebooks) that explains a specific focus topic in quantum computing using QISKit and the IBM Q Experience, evaluated on the selection criteria set forth below.
- **Submission requirements:**
  - o Submissions must meet General Submission Rules stated below.
  - o Include a short description of the tutorial and its contents during the submission process.
  - o Submitter agrees to license the Submission under the Apache License, Version 2.0. Any submitted code may only include libraries that are licensed under or that submitter can license under the Apache License, Version 2.0.
  - o Include Jupyter Notebook(s) and any additional documentation needed for the tutorial.
  - o Materials must be received by IBM via the IBM Q Award webpage, https://qx-awards.mybluemix.net, before 11:59:59 PM Eastern Daylight Savings Time (GMT -5) of the last day of the submission period (stated below).
- **Selection criteria**:
  - o *Use of QISKit/IBM Q Experience. (Max 5 points)*
  - o *Magnitude of submitted material. (Max 5 points)*
  - o *Structure & documentation. How easy is it for others to use the Jupyter Notebook? Are there obvious errors? (Max 5 points)*
  - o *Creativity & originality of didactic method. (Max 5 points).*
  - o *Visual appearance and design of Jupyter Notebook(s). (Max 5 points).*
- **Submission period**: starting 15 January 2018, ending 31 March 2018.

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### 3) IBM Q Best Paper Award
- **Prize amount:**
  Part 1: US$2,500 in prize money split into one First Prize of US$1,500 and one Second Prize ofUS$1000.
  Part 2: Up to US$7,500 in travel stipends awarded as follows: Best five (5) Submissions, as determined by the Contest judges, also will be invited to a quantum event held at an IBM Research Lab before the end of calendar year 2019 (*invitation will be made solely to the submitter and not other paper co-authors; if a winning submitter accepts IBM's invitation, invitee will receive from IBM a travel stipend to reimburse invitee's costs for airfare, local transportation, hotels, and*

*meals to attend this event, up to a maximum amount of US$1,500 per invitee; invitees may decline invitation*).

- **Awarded for:** Highest-impact scientific paper by a master's degree or PhD student or postdoctoral researcher that uses the IBM Q Experience and QISKit as a tool to achieve the presented results, evaluated on the selection criteria set forth below.
- **Submission requirements**:
  - o Submissions must meet General Submission Rules stated below.
  - o Submitter must be a master's or PhD student or a postdoctoral researcher (no more than 4 years after obtaining PhD).
  - o Include a concise description of the paper, its importance, and how submitter contributed to the work during the submission process.
  - o Submitter is responsible for obtaining consent of all co-authors and involved institutions for submitter to submit the paper on behalf of all authors to the **IBM Q Best Paper Award**.
  - o The paper, or versions thereof, must not be part of more than one submission to the **IBM Q Best Paper Award**.
  - o Include a link to the paper (in the form of a DOI or link to http://arxiv.org/)
  - o Materials must be received by IBM via the IBM Q Award webpage, https://qx-awards.mybluemix.net, before 11:59:59 PM Eastern Daylight Savings Time (GMT -5) of the last day of the submission period (stated below).
- **Selection criteria**:
  - o *Use of QISKit/IBM Q Experience. (Max 5 points)*
  - o *Creativity & originality of chosen approach. (Max 5 points)*
  - o *Impact of paper. (Max 5 points)*
  - o *Visual appearance and clarity of figures. (Max 5 points)*
  - o *Significance of individual contribution of submitter to submitted paper. (Max 5 points)*
- **Submission period**: starting 15 January 2018, ending 15 July 2018.

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### 4) QISKit Developer Challenge

- **Prize amount:** US$5,000 split into one First Prize of US$4,000 and one Second Prize of US$1000.
- **Awarded for:** Best solution to a specific challenge called: "Optimize to the Max", evaluated on the selection criteria set forth below. The goal is to write a compiler code that takes an input quantum circuit and outputs an optimal circuit for the provided hardware topology. Input circuits are random products of gates from SU(4) applied to random pairs of qubits (< 20 qubits in total). Test circuits are given in the form of a directed acyclic graph and the goal is to map these circuits onto a qubit layout (coupling graph) and reduce the provided cost function as much as possible.
- **Submission requirements**:
  - o Submissions must meet General Submission Rules stated below.
  - o Include well documented, stand-alone and original source code (Python or Cython).
  - o Only use libraries that can be installed using either pip install (from PyPI) or conda install (with default channels).
  - o Use the provided template (challenge_submission.py file and Jupyter Notebook for testing your code) available on the IBM Q Award webpage, https://qx-awards.mybluemix.net.
  - o Code must be executable (the *compiler_function* in the submitted challenge_submission.py file must be executable on mac/pc using the provided Jupyter Notebook for testing) so it can be benchmarked against other codes. Submitter should test the code with the test functionality in the provided Jupyter Notebook.
  - o If evaluation of the provided *score* function in the Jupyter Notebook takes longer than two hours to execute on a laptop (Mac/PC) with an Intel Core i7 processor, with less than

16 GB of RAM and no special hardware acceleration as e.g. with a GPU, the submission will be disqualified. Determinations of run times are at Sponsor's sole discretion.
- o The chosen approach and submitted code is general enough that it will also run for a different set of random input circuits with the same number of qubits.
- o Resulting output circuits must match the provided hardware topologies and the corresponding gate set (u1, u2, u3, cx). This can be verified by the provided pairs of input circuits and hardware topologies in the test function.
- o Include a concise explanation of the chosen methodology in the modified challenge_submission.py file and during the submission process.
- o Submitter agrees to license the Submission under the Apache License, Version 2.0. Any submitted code may only include libraries that are licensed under, or that Submitter can license under, the Apache License, Version 2.0.
- o Materials must be received by IBM via the IBM Q Award webpage, https://qx-awards.mybluemix.net, before 11:59:59 PM Eastern Daylight Savings Time (GMT -5) of the last day of the submission period (stated below).
- **Selection criteria**:
  - o *Performance of the complier as measured by the cost function provided in the template in comparison to other submissions. (Max 10 points)*
  - o *Speed of the compiler relative to other submissions. (Max 5 points)*
  - o *Creativity in developing a unique and innovative solution. (Max 5 points)*
  - o *Clarity of provided documentation. (Max 5 points)*
- **Submission period**: starting 15 January 2018, ending 15 May 2018.

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**GENERAL SUBMISSION RULES**:
By making your Submission, you agree that IBM may process, store and use the personal information you provide (including through tracking and other technologies, such as cookies) wherever IBM and its subsidiaries do business to enable them to administer and support this Contest Program consistent with these Terms and in accordance with the IBM Online Privacy Statement. Your submission, including attached materials, submitted in connection with the applicable Contest is referred to in these Terms as your "**Submission**." All Submissions must meet the following "**General Submission Rules**":
- You must meet all **Eligibility** requirements stated below.
- Submissions must be submitted in English.
- Submissions are final when submitted (you may not edit, revise or update your Submission).
- IBM will only accept electronic Submissions to the IBM Q Award webpage, https://qx-awards.mybluemix.net; all other Submissions will be disqualified.
- One Submission per person per Contest; you may enter each of the four separate Contests, but you may not make multiple Submissions to the same Contest.
- Submission materials may be submitted to one Contest only; submission of the identical Submission materials to multiple Contests in this Contest Program will result in the disqualification of all identical Submissions after the first one is received by the IBM Q Award webpage.
- The same Submission material (or variations or versions thereof) may not be used as Submissions from different submitters.
- You are responsible for obtaining, and by submitting hereby certify you have obtained, all necessary rights to any images, graphics or texts used in your Submission.
- You hereby give IBM the right to make any part or all of your Submission publicly available in an online library hosted by IBM on https://github.com/QISKit/ or another IBM website. In the case of the **IBM Q Best Paper Award**, IBM may post a link or citation to the paper.
- Submissions will be available for redistribution and use by IBM (see Intellectual Property terms below).
- Submissions made after Contest end date and time are not permitted and will not be judged.

- Sponsor may confirm compliance with these Terms.
- Your Submission also must:
  - Not breach the terms and conditions of any embedded software or services used by your Submission.
  - Not contain any Harmful Code. "**Harmful Code**" means any computer programming code constructed with the intent or likelihood of damage to or interference with other computer programs, data files or hardware, without the knowledge or consent of the computer user, and includes self-replicating and self-propagating program instructions such as viruses, worms, Trojans, backdoors, or the like.
  - Not contain, depict or refer to, in any applicable jurisdiction, any unlawful, obscene, offensive, or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages or Harmful Code, or violating third party rights, including privacy, publicity, and copyrights, trademarks or other intellectual property rights (all as determined by Sponsor in its sole discretion).
  - Not contain, depict or refer to any content which disparages or refers negatively to Sponsor, this Contest Program, IBM Q, the IBM Q Experience, or any other person or entity (all as determined by Sponsor in its sole discretion).

**DISQUALIFICATION**:
Your Submission may be disqualified if Sponsor reasonably suspects your Submission violates any of these Terms, including the above General Submission Rules. In addition, your Submission may be disqualified if Sponsor, in its sole discretion, reasonably believes that your Submission: (a) contains any element that is corrupt, damaged, or incomplete; or (b) violates the terms of use of any social media site or platform, including the IBM Q Award webpage, https://qx-awards.mybluemix.net. If Sponsor has reason to believe that you have compromised or attempted to compromise the integrity or the legitimate operation of this Contest Program, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, you will be disqualified. CAUTION: Any attempt to deliberately damage this Contest Program website or undermine the legitimate operations of this Contest Program is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent permitted by the law and to disqualify such contestant from this Contest Program. Additionally, Sponsor reserves the right to disqualify any Submission on the basis of a finding, in its sole discretion, that the submitter does not meet IBM's standards of ethical business dealings or might not otherwise align with the values of IBM. All disqualification decisions are final and not subject to appeal.

**INTELLECTUAL PROPERTY**:
All content you provide in connection with participation in one or more of the above Contests (other than the **IBM Q Best Paper Award**), including, without limitation, any ideas, designs, plans, images, videos, music, prototypes, software, source code, logos, names, or any other intellectual property ("**Project Content**"), must be (a) the original content of you, or (b) third-party content for which you have secured, in writing, all necessary consents, approvals, or licenses for such content to be (i) used by you, Sponsor, judges, and other members of the IBM Q community and (ii) licensed under an open source license as contemplated herein. Project Content does not include papers referenced by a citation or URL submitted to the **IBM Q Best Paper Award** ("**Paper Content**"). Paper Content must be (i) the original content of you, or (b) the original content of you and one or more co-authors, from whom you have secured, in writing, all necessary consents or approvals for such content to be (i) submitted to the **IBM Q Best Paper Award** and (ii) used by you, Sponsor, and judges. By submitting, posting, linking, tagging, or otherwise associating any Project Content or Paper Content with this Contest Program, you represent and warrant that the Project Content and Paper Content, and the use of the Project Content and Paper Content by you, Sponsor, and judges (and, for Project Content, IBM Q users) will not violate any rights of any person or entity, including,

without limitation, any copyright, trademark, patent, or other intellectual property rights, or rights of privacy and publicity, or violate any applicable national, federal, state, or local laws, regulations, or policies, including those relating to export control. You will be disqualified if Sponsor has any reason to believe that you 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.

As between Sponsor and you, you retain ownership of all intellectual property rights in and to the Project Content and Paper Content. Notwithstanding the foregoing, you acknowledge that a goal of this Contest Program is to encourage the development of contributions which may be freely used by the quantum computing community, including IBM Q users, that any Project Content submitted to the **QISKit Developer Challenge** or the **Teach Me QISKit Award** is licensed under the Apache License, Version 2.0, which may be available at https://www.apache.org/licenses/LICENSE-2.0, and that any Project Content submitted to the **Teach Me Quantum Award** is licensed under the Creative Commons Attribution-ShareAlike 4.0 International license, which may be available at https://creativecommons.org/licenses/by-sa/4.0/legalcode. Sponsor is not responsible for any failure by any you to comply with any license or restriction applicable to any Project Content, or any other use, replication, distribution, and/or modification of any Project Content by any person other than Sponsor (including, without limitation, the commercialization of any ideas). You waive all moral rights in Project Content to the extent such rights are waivable and to the extent they are waived in the applicable open source license.

As a condition of entry, you grant Sponsor, with the right to sublicense, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, modify, create a derivative work from, publicly perform, publicly display, or publish any project entry (including, without limitation, any Project Content) in whole or in part that is submitted to this Contest, or any element thereof for any purposes, including, without limitation, for the purposes of allowing Sponsor to test and evaluate the entry for purposes of this Contest (although Sponsor is not required to do so), to administer the technical and other requirements of this Contest Program, including distribution of the entry to Sponsor, and for prize award, verification and fulfillment. You agree to sign any additional waivers, licenses or releases that Sponsor reasonably requests in order to make use of the rights granted herein. Any ownership of your Project Content is subject to the ownership rights of Sponsor in its pre-existing intellectual property rights.

**JUDGING**:
Each Submission to a Contest will be scored based on this Contest Program's selection criteria set forth above, with a minimum score of 0 and a maximum score of 25 points, with the final score being the average of the judges' scores. A panel of six (6) judges, each with knowledge regarding quantum computing, will evaluate each Submission using the stated selection criteria. Each Contest will include at least one independent judge not employed by IBM. A list of judges for each separate Contest can be found at the IBM Q Award webpage, https://qx-awards.mybluemix.net. Judges are subject to change in Sponsor's sole discretion. Contacting judges is not permitted and will result in zero scores. **Decisions of the judges are final and binding.** In event of a tie, prize award winners will be determined based on the independent judges' discretion. A judge may elect to recuse him or herself from evaluating a Submission, or Sponsor may require a judge to recuse him or herself from evaluating a Submission, if, in the judges' or Sponsor's discretion, it would not be appropriate for the judge to evaluate a Submission because of a past or current relationship with the submitter. In such event an alternate judge will evaluate the applicable Submission. Recusal decisions are final and not subject to appeal. Odds of winning depend upon number of entries received.

**WINNER ANNOUNCEMENT, VERIFICATION, ACCEPTANCE & PUBLICITY RIGHTS**:
All prize details will be determined by Sponsor in its sole discretion. Prizes cannot be transferred or substituted by Contest winners. Contest winners will be determined within 30 days after each Contest's end date and will be announced via the IBM Q Experience webpage and by notification sent to the email address

provided with your Submission. After the award notification, verification and acceptance process is completed, a list of winner(s) for each Contest will be posted to the IBM Q Award webpage at the earlier of (a) 30 days after award acceptance by all prize winners for a given Contest or (b) 90 days after the Submission end date for a given Contest, and each list will remain posted for at least 180 days.

Sponsor may take any actions necessary to verify a Submission's compliance with these Terms before awarding a prize, including, without limitation, evaluating, or engaging a third-party vendor to evaluate, the prototype software code and/or requiring an unverified prospective winner to provide evidence of permission to use certain third-party materials. You understand and acknowledge that even though you may be announced as a winner, if your compliance with these Terms cannot be verified to Sponsor's reasonable satisfaction or you fail to timely return any required documents or claim the prize within 21 days after Sponsor's attempted prize notification, then your prize award will be forfeited and Sponsor will select the next highest scoring runner-up based on the judges' evaluations of the selection criteria as an alternate winner subject to the same verification requirements.

If you are chosen as a prize winner or best five paper invitee, you may be asked to sign additional agreements related to prize and travel stipend award and to participate in additional promotional activities without further remuneration or compensation. By making a Submission to this Contest Program, if you are declared a Contest award winner or best paper invitee, then you (a) authorize Sponsor and its contractors to use your name, photo, image, likeness, voice, any biographical details you provide, hometown, prize won, and/or Submission materials or details (all at Sponsor's discretion) for Contest Program, IBM Q Experience, and IBM related advertising and publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission, and (b) agree that any such materials may be broadcast, displayed, reproduced, edited, exhibited, used and distributed by Sponsor, for promotional, revenue producing and/or any other purpose as Sponsor determines in its sole and absolute discretion. Notwithstanding the foregoing, you may opt out of being photographed and/or videotaped by informing Contest Program personnel that you do not consent to be photographed or videotaped.

**ELIGIBILITY:**
**THE 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 APPLICABLE LAW.**
You must be at least 18 years old or the age of emancipation, whichever is greater, in your jurisdiction of residence. The following persons are not eligible to participate in the Contests in this Contest Program: (i) IBM employees, officers, and directors, and their "**immediate family members**" (meaning parents, siblings, spouse, and children, including step and foster relations, and/or individuals living in the same household (whether or not related)); (ii) participating advertising and promotion agencies, their subcontractors, and those individuals and entities involved in the preparation of materials for, administration and/or execution of this Contest Program and their immediate family members; (iii) 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; and (iv) Massachusetts Institute of Technology and edX, Inc. employees, faculty, and students (and their respective immediate family members) involved in the creation and online hosting of quantum computing classes and tutorials posted by edX to edX's or MIT's online course platforms and created in part based on financial contributions made by edX to MIT on behalf of IBM. As used above "**Government Owned Entity**" ("**GOE**") is defined as 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 (but excluding those persons expressly excepted above); national or state owned hospitals, schools, utilities; national or 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: 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: (1) executive, legislative and judicial branches of the U.S. Federal government; (2) U.S. Government-affiliated corporations (e.g., Tennessee Valley Authority); (3) quasi-governmental organizations (e.g., The Smithsonian Institution); (4) commercial business enterprises operating under a U.S. Federal government power of attorney, or with Management Operating Contractor (MOC) status.

**PRIZES**:
UP to US$26,000.00 total in prizes and travel stipends may be awarded as listed above (prize totals, US$18,500, and travel stipends, up to US$7,500).

**TAX OBLIGATIONS:**
Prizes will be subject to taxation. Depending on applicable local legislation in the US and the applicable tax jurisdiction(s) of a prize winner, there will be a tax and/or reporting obligation for either IBM or the prize winner. To meet any IBM obligations, IBM may need some personal information from the prize winner, which must be provided by a winner before IBM can award a prize. If IBM has a tax withholding obligation, then IBM will pay the prize winner the net amount of the prize after deducting taxes. If no tax requirement exists for IBM, except perhaps a reporting obligation (informing the tax authorities about the payment of the prize), the prize winner will be responsible to pay the necessary taxes. Otherwise, all other taxes, expenses, costs or fees associated with participating in this Contest Program or associated with the acceptance and/or use of any prize are the sole responsibility of winners.

**MISCELLANEOUS TERMS**:
The failure of Sponsor to comply with any provision of these Terms 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 Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Terms. Sponsor assumes no responsibility for any injury or damage to your or any other person's computer or devices relating to or resulting from your participation in or uploading materials to or in connection with this Contest Program. Sponsor is not responsible for telecommunications, network, electronic, technical, or computer malfunctions or failures of any kind, including traffic, congestion on the Internet or the website (including in relation to speed or bandwidth issues) and any associated with the administration of this Contest Program, the processing or judging of Submissions, or the announcement of prize awards; for inaccurate transcription of Submission information; for errors in any promotional or marketing materials or in these Terms; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, incomplete, damaged, or returned, any of which may limit a submitter's ability to participate in this Contest, including any failure to receive email notifications from Sponsor and including any inability for Sponsor to access a paper referenced by a link or citation. Sponsor reserves the right to cancel, modify, or suspend this Contest Program or any element thereof (including, without limitation, these Terms) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Terms, including if this Contest Program's website becomes impacted by a computer virus, entry tampering, or is otherwise technically impaired). For purposes of these Terms, "receipt" of a Submission occurs when Sponsor's servers record the Submission materials and related entry information. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor for purposes of these Terms. In the event of cancellation, modification, or suspension, Sponsor reserves the right to select winners from among all eligible, non-suspect entries received prior to the time

warranting such cancellation, modification, or suspension. This Contest Program is governed by the laws of the State of New York, U.S.A., without regard to its conflict of laws provisions. Any proceedings to resolve disputes relating to these Terms or this Contest Program shall be brought in a U.S. federal court in New York if there is jurisdiction. By making a Submission, you expressly waive the right to trial by jury in any matter which arises under these Terms or this Contest Program.

You also agree that:

- **IBM WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE CONTEST OR THESE TERMS.**
- **YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS IBM AND ITS EMPLOYEES, OFFICERS, AFFILIATES, AGENTS, AND JUDGES 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 THESE TERMS; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS OR OTHERWISE TO IBM; (C) YOUR PARTICIPATION IN THE CONTEST; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.**

You will be asked to agree to these Terms and certify as follows when providing a Submission:
*"I accept the Terms and Conditions and I declare that I am at least 18 years old or the age of emancipation, whichever is greater, in the jurisdiction in which I am submitting this Submission and I certify that I am eligible, as described in the Eligibility section of these Terms, to participate in this Contest Program."*