

OFFICIAL RULES FOR WYOHACKATHON

THE HACKATHON IS VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES.

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1. OVERVIEW

a. The Hackathon is designed to solve one or more business or technology problem(s), the details of which will be announced during the WyoHackathon Opening Ceremony on Friday evening, September 25, 2020.

b. Event Participation will take place September 25 to October 24, 2020, virtually from the Engineering Education & Resource Building, University of Wyoming (1000 E University Ave, Laramie, WY 82071) with judging starting on Monday, October 19, 2020, and final winners

selected Saturday October 24th, 2020. All times in these Official Rules are in Mountain Daylight Time.

c. In these Official Rules, the term “we,” “us,” or “our” refers to the University of Wyoming and the term “you” refers to you, the entrant, both as an individual and as part of your team.

d. Certain WyoHackathon sponsors may also offer prizes during the Hackathon. We are not responsible for providing those prizes, however, and we do not have any role in the determination of winners. If you have any questions about those prizes, please contact the applicable WyoHackathon sponsor(s).

e. The Hackathon is organized and administered by the University of Wyoming, located at 1000 E University Ave, Laramie, WY 82071.

f. These rules were last updated on September 26, 2020.

2. ELIGIBILITY

a. The Hackathon is open to registered participants who are at least 15 years old. Participants who are minors, must have a parent or legal guardian sign the Participation Agreement and note their relationship to the minor.

b. The following people, however, are not eligible to participate: individuals who (a) are individuals who are residents of, or Organizations domiciled in, a country, state, province or territory where the laws of the United States or local law prohibits participating or receiving a prize in the Hackathon (including, but not limited to, Myanmar (f/k/a Burma), Cuba, Iran, North Korea, Sudan, Syria and any other country designated by the United States Treasury's Office of Foreign Assets Control); or (b) any Judge (defined below) of the Hackathon.

c. If you are an employee of a corporation, government agency, or an academic institution, you are responsible for ensuring that your participation in the Hackathon complies with any policies your corporation, agency, or institution may have regarding participation in contests of this type. We are not responsible for any disputes arising between you and your employer.

d. Teams formed with the primary intention of recruiting participants at the Hackathon will be disqualified and barred from the event. Only approved sponsors may send recruiters to the Hackathon.

3. REGISTRATION & CHECK-IN

a. In order to participate in the Hackathon, you must register at www.WyoHackathon.io by 11:59 PM on Sunday, September 20, 2020. Registration may be closed earlier if we reach capacity.

b. You must register for the Hackathon on Devpost by 5:00 PM MDT on Friday, September 25, 2020. And join all applicable communication channels Discord, etc. by

10:00 PM on Friday September 25th, 2020. If you do not check in during these times you will not be allowed to participate in the Hackathon except where otherwise permitted.

c. A maximum of six (6) eligible individuals will be permitted per team. Your entire team must register as a team by 11:59 PM on Saturday, September 26, 2020. Pick your team members carefully, because after this point, you will not be allowed to switch teams, or add or remove team members. We are not responsible for, and will not assist in resolving, any disputes between team members.

4. ENTRY

a. You must submit your team's Entry by 11:59 PM on Monday, October 18, 2020 MDT. A team may only submit one Entry per challenge. Incomplete Entries may be disqualified. Your Entry consists of:

- i. Your application;
- ii. Selection of the challenge you are competing;
- iii. Project title;
- iv. Project tagline;
- v. Project description (should be approximately 500 words);

b. By submitting an Entry, you represent and warrant that:

- i. Any code you supply for your Entry was Newly written (as defined in Section 5(a)) by you or your team during the Hackathon;
- ii. If applicable, any code that has been copied by you and included as part of your Entry is publicly available in accordance with the General App Requirements below; and,
- iii. You have fully complied with these Official Rules

c. We reserve the right to disqualify any Entry that is offensive, as determined by us, in our sole discretion. Please ensure your Entry is appropriate for all viewing audiences.

d. Please see Section(s) 11-13 for information about how we may use your Entry.

e. To be eligible for any of the monetary prizes at the Event, you must agree to open source your Project in accordance with the MIT License, please refer to <https://opensource.org/licenses/MIT>. You only have to open source newly written code created at the event. You may participate in the event without open sourcing your Entry, but you will not be eligible to win any prizes.

5. TECHNOLOGIES

a. Other Technologies: You are also able to use source code, sample code, libraries, SDKs, and APIs as long as these technologies are:

i. Made publicly discoverable and available for public use in developing applications, unless prohibited by law, and are still public as of the event.

ii. Indexed and reachable through Google's search engine,

iii. Easily accessible (i.e., anyone can download or access if signup is required, access must be granted in less than 1 hour). Examples of common technologies that meet our requirements as allowable are Angular.js, jQuery, Bootstrap, D3, Hadoop, MySQL, Lucene, Twilio, Google Talk, Weather Underground. Our intention is to provide you with the full suite of tools available to software developers in a professional setting, but barring teams from utilizing commercial grade technology that other participants do not have access to, whether developed by the team or by others. As a rule of thumb, if a particular technology provides an unfair advantage to one team it is likely disallowed.

iv. You cannot use or reuse any project that you started prior to the WyoHackathon.

b. We reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Hackathon. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance in a timely manner, or if we have reason to believe that you are not complying with the Official Rules, you may be disqualified, in our sole discretion.

6. JUDGING

a. Eligible Submissions will be evaluated by a panel of judges selected by the Organizer (the "Judges"). Judges may or may not be listed individually on the Hackathon Website, and may change before or during the Judging Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the Organizer.

b. Judging Criteria: The Judges will score eligible Submissions using the following five (5) criteria (the "Judging Criteria"):

i. Execution

ii. Design

iii. Creativity

iv. Utility

v. Impact

c. If a Judge or participant identifies to us a conflict of interest, that judge will be recused

from judging the Entry with the conflict. An alternate Judge will be identified as a substitution for the Judge with the conflict.

d. Entries may be subject to a due diligence review at any time for eligibility and compliance with these Official Rules. Determination of eligibility and compliance is at our sole discretion, and may result in your personal disqualification and/or the disqualification of your team's Entry. Our decisions, and those of the Judges, are final.

e. Submission Review: Judges are not required to test Applications and may choose to judge based solely on team presentations and Application demonstrations given to Judges during the Judging Period.

f. If there is only one entry in a challenge, there will be no winner by default. The Judges, in their sole discretion, may withhold awarding a winner and associated prizes if no entry meets the minimum stated criteria.

g. In the event of a tie, the organizers will designate a tie breaking Judge from the existing judging pool.

7. PRIZES

a. Prizes for Hackathon Overall winners will be announced as:

i. First Place

ii. Second Place

iii. Third Place

b. Prize for Best for Wyoming

c. Prize for Best Use of Technology

d. Prize for Best/Most Creative Pitch

e. Prize for Audience Favorite

f. Additional prize categories may be added by WyoHackathon Organizers and/or sponsors

8. VERIFICATION OF WINNERS

a. Verification Requirement: THE AWARD OF A PRIZE TO A POTENTIAL WINNER IS

SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS, AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. The final decision to designate a winner shall be made by the Organizer and/or Administrator.

b. Required Forms: Potential winners will be announced during the Closing Ceremony on October 24, 2020. In order to receive a Prize, the potential winner (including all participating team members in the case of a team or Organization) will be required to sign and return to the Organizer or Administrator, affidavit(s) of eligibility (or a similar verification document) and liability/publicity release(s), and any applicable tax forms ("Required Forms"). The Required Forms Deadline is they are completed on-site Sunday October 24, 2020 in order to be eligible to receive a prize.

c. Disqualification: The Organizer and/or Administrator may deem a potential winner (or participating team members) ineligible to win if:

- i. The potential winner's Representative or any participating member fails to sign and return the Required Forms by the deadline listed above, or responds and rejects the Prize;
- ii. The Prize is returned as undeliverable; or
- iii. The Submission or the potential winner, or any member of a potential winner's team or Organization, is disqualified for any other reason. In the event of a disqualification, the Organizer and/or Administrator may award the applicable Prize to an alternate potential winner.

9. PRIZE DISTRIBUTION

a. Substitutions & Changes: The Organizer has the right to make a Prize substitution of equivalent or greater value. The Organizer will not award a Prize if there are no eligible Submissions entered in the Hackathon, or if there are no eligible Participants or Submissions for a specific Prize.

b. Prize Delivery: After receipt of the Required Forms by the Organizer, monetary Prizes will be distributed in one of three ways:

- i. If the winning team is an individual, the Prize will be mailed to the winning Participant's address.
- ii. If a team has more than one individual, the Prize will be mailed to the team Representative's address. It will be the responsibility of the Representative to allocate the Prize among the team's participating members, as the Representative deems appropriate.
- iii. If a team has more than one individual, and if no Representative was designated to receive the Prize (as in the case where the team was formed ad hoc and on-site at the Hackathon), the Prize may be divided and allocated among team members in a manner agreed upon by all team members, and each allocation sent directly to its intended recipient's address. If a team does not decide on allocation, then the Prize will be divided

equally among all team members and sent to their respective addresses. Note that the Organizer and Administrator do not mediate any dispute between team members or teams regarding conduct, participation, cooperation, contribution, prize sharing, or intellectual property ownership.

c. Prize Delivery Timeframe: Prizes will be delivered within 45 days of the Organizer or Administrator's receipt of the Required Forms.

d. Taxes: Winners (and in the case of teams, all participating members) are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state/provincial/territorial, and local). Winners may be required to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents are required to provide a completed W-9 form and residents of other countries are required to provide a completed W-8BEN form. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the Prize to relevant government departments/agencies, if necessary. The Organizer, Administrator, and/or Prize Providers reserve the right to withhold a portion of the prize amount to comply with the tax laws of the United States or other Organizer jurisdiction, or those of a winner's jurisdiction.

e. Certain WyoHackathon sponsors may also offer prizes during the Hackathon. We are not responsible for providing or distributing those prizes, however, and we do not have any role in the determination of winners. If you have any questions about those prizes, please contact the applicable WyoHackathon sponsor(s).

10. ENTRY CONDITIONS & RELEASE

a. By entering the Hackathon, you (and, if you are entering on behalf of a team or Organization, each participating member) agree(s) to the following:

i. The relationship between you, the Participant, and the Organizer, the University of Wyoming, is not a confidential, fiduciary, or other special relationship.

ii. You will be bound by and comply with these Official Rules and the decisions of the Organizer, the University of Wyoming, and/or the Judges, which are binding and final in all matters relating to the Hackathon.

b. By entering the Hackathon, you agree to release, indemnify, defend, and hold harmless the University of Wyoming, promotion entities and affiliated companies, prize suppliers, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Hackathon, and all of their respective parent, subsidiary and affiliated companies or entities, as well as their past and present trustees, officers, directors, employees, agents, representatives, instructors, and volunteers and the State of Wyoming (hereafter the "Released Parties") from and against any and all claims, expenses, (including reasonable attorneys' fees), actions, causes of action, debts, liabilities or demands of any kind and nature including, but not limited to the following:

1. negligence and damages of any kind to persons and property (including personal property such as laptop computers and smartphones),
2. defamation,
3. slander,
4. libel,
5. violation of right of publicity,
6. infringement of trademark, copyright or other intellectual property rights, (including disclosure of images, information, or data that results from the upload, download, or storage of content on the Hackathon or GitHub Websites),
7. a violation of third-party intellectual property rights as a result of Participant's participation in the Hackathon or submission of an Application,
8. any access or attempt to access Organizer's, University of Wyoming's information systems or confidential information (including third-party confidential information) to which the Participant has not been expressly granted access to by the Organizer, the University of Wyoming,
9. unauthorized human intervention in the Hackathon,
10. technical errors that may impair your ability to participate in the Hackathon; (c) errors in the administration of the Hackathon,
11. any claim or allegation that your participation in this Hackathon, or your Entry, was in violation of these Rules, or that your Entry infringes any copyright, trademark, or any other intellectual property right,
12. disputes between team members,
13. disputes between team members and their employers,
14. personal injury or
15. death.

This release is valid for all such claims howsoever arising, whether anticipated or not, including, but not limited to the following:

1. entry in the Hackathon,
2. participation in the Hackathon,

3. creation of Submission or entry of a Submission,
4. acceptance or use or misuse of a Prize (including any travel or activity related thereto),
5. temporary or permanent inability to access or retrieve any content from a site,
6. harm caused by viruses, worms, Trojan horses, or any similar contamination, destructive program, or malware, or
7. broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Participants. Proof of sending or submitting such address changes will not be deemed to be proof of receipt by the Organizer or Administrator. If for any reason any Participant's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request the opportunity to resubmit his or her Submission. Such a request must be made promptly after the Participant knows or should have known there was a problem, and will be determined at the sole discretion of the Organizer.

c. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

- i. Any incorrect or inaccurate information, whether caused by the Organizer's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon;
- ii. Technical failures of the Hackathon Website of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure;
- iii. Technical failures at the Hackathon Location of any kind, including, but not limited to power outages, spikes, or fluctuations, interruptions or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure;
- iv. Unauthorized human intervention in any part of the Entry process or the Hackathon;
- v. Technical or human error which may occur in the administration of the Hackathon or the processing of Submissions; or
- vi. Any injury or damage to persons or property that may be caused, directly or

indirectly, in whole or in part, from the Participant's use of the Hackathon Website, participation in the Hackathon, or receipt or use or misuse of any Prize or gifts. This includes, but is not limited to, loss or damage associated with personal property such as laptop computers and smartphones, as well as unauthorized disclosure of images, information, or data that results from the upload, download, or storage of content on the Hackathon or GitHub Websites; the temporary or permanent inability to access or retrieve any content from the site; and harm caused by viruses, worms, Trojan horses, or any similar contamination, destructive program, or malware.

11. PUBLICITY

- a. You do not transfer ownership of your Entry (or any part of it). However, by submitting an Entry, you grant us irrevocable, royalty-free, worldwide rights and license to: (a) use, review, assess, test, and otherwise analyze your Entry and all its content in connection with the Hackathon; and (b) feature your Entry and all its content for promotional purposes (including, but not limited to, in advertisements, press releases, presentations, and trade shows) in all media, now known or later developed. You also agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted.
- b. You acknowledge that we, other entrants, or others may have developed or commissioned materials similar or identical to your Entry, or may develop something similar in the future, and you waive any claims you may have resulting from any similarities to your Entry.
- c. You understand that we cannot control the information you disclose to us or our representatives in the course of participating in the Hackathon, or what we or our representatives will remember about your Entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By participating in the Hackathon, you agree that we may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you. You understand that you will not receive any compensation or credit from us for use of your Entry in connection with this Hackathon. We are not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry.
- d. Please note that after the Hackathon, you and/or your Entry may be publicized in advertisements related to the Hackathon and/or the University of Wyoming. These advertisements may be distributed online and posted on our site or third-party websites.
- e. The Organizer may record the presentations and judging of the Submissions and may take photos and videos throughout the Hackathon of people (including Participants) and Projects. By participating in the Hackathon, you consent to the use of personal information about you, by the Organizer, the University of Wyoming, and third parties acting on their behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, video recording, voice, opinions, comments, and hometown, state, and country of residence. It may be used in any existing or newly created media worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes advertising and promotional purposes.

f. Nothing in these Rules shall be interpreted as granting you permission to use or display any of the University of Wyoming trademarks (including any logo or brand) or rights in any University of Wyoming Intellectual Property.

g. While we reserve the rights set forth above, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry. If you do not want to grant us these rights to your Entry, please do not enter this Hackathon.

12. GENERAL TERMS

a. Organizer, the University of Wyoming, reserves the right, in their sole discretion, to cancel, suspend, and/or modify the Hackathon, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.

b. Without limiting our rights and remedies, we reserve the right, in our sole discretion, to disqualify any individual or team who: (a) fails to comply with any provision of these Official Rules or the WyoHackathon Code of Conduct; (b) cheats or tampers with the operation of the Hackathon, or otherwise acts in a disruptive or inappropriate manner; or (c) engages in conduct that is unlawful, offensive, or otherwise leads us to conclude, in our sole discretion, that public association with you could cause controversy or embarrassment to us or our partners.

c. Any attempt by any person to undermine the proper conduct of the Hackathon may be a violation of criminal and civil law. Should the Organizer suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring a Participant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.

d. If there is any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Hackathon materials, including but not limited to the Hackathon application form, Hackathon Website, and advertising or interviews (including but not limited to television, print, radio, or online media), the terms and conditions of the Official Rules shall prevail.

e. Under no circumstances shall the submission of a Submission into the Hackathon, the awarding of a reward, or anything in these Rules be construed as an offer or contract of employment with either the Organizer, the University of Wyoming, or any other Hackathon entities. You acknowledge that you have submitted your Submission voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and the Organizer, the University of Wyoming, or any other Hackathon entities and that no such relationship is established by your submission of a Submission under these Rules.

f. The terms and conditions of the Official Rules are subject to change at any time, including the rights or obligations of the Participant, the Organizer. The Organizer will post the terms and conditions of the amended Official Rules on the Hackathon Website. To the

fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.

g. In the event that the operation, security, or administration of the Hackathon is in our judgment impaired in any way, we may, in our sole discretion, without limitation: (a) suspend the Hackathon to address the impairment and then resume the Hackathon; (b) award the prize according to the criteria set forth above from among the eligible entries received up to the time of the impairment, (c) extend any deadlines, or (d) take any other reasonable action as we deem necessary and appropriate to the circumstances.

h. If at any time prior to the deadline, a Participant or prospective Participant believes that any Official Rule is or may be unclear or ambiguous, they must submit a request for clarification.

i. The Organizer's, the University of Wyoming, failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to a Participant, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Organizer's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

j. Excluding Submissions, all intellectual property related to this Hackathon, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans, and representations are owned or used under license by the Organizer, University of Wyoming. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Organizer, University of Wyoming, or Administrator intellectual property shall be solely to the extent provided for in these Official Rules.

k. By registering and participating in the Hackathon, you indicate your full and unconditional agreement to these Official Rules, the WyoHackathon Code of Conduct, and other instructions related to the Hackathon, as well as to our decisions regarding the Hackathon, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

l. Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Hackathon or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Laramie, Wyoming. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, our rights and obligations in connection with the Hackathon, shall be governed by, and construed in accordance with, the laws of Wyoming, without giving effect to any choice of law or conflict of law rules (whether of Wyoming or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Wyoming.

m. The University does not waive its sovereign immunity or its governmental immunity by

entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

n. Our failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Hackathon is subject to federal, state, and local laws and regulations and is void where prohibited.