## "The Akraino 5G MEC Hackathon" hosted by LF Edge CONTEST OFFICIAL RULES

## **NO PURCHASE NECESSARY TO ENTER OR WIN.** COMPLETION OF REGISTRATION, LIABILITY AND PUBLICITY RELEASE DOCUMENTATION (**"REGISTRATION MATERIALS"**) REQUIRED TO PARTICIPATE IN THE CONTEST.

Registration, Registration Materials, these Official Rules and official contest details, instructions and agenda for the Hackathon (all of which are incorporated herein) may be found at <a href="https://wiki.akraino.org/pages/viewpage.action?pageId=11996594">https://wiki.akraino.org/pages/viewpage.action?pageId=11996594</a> (the "Website").

**CONTEST HOST:** The Linux Foundation, with its principal place of business at: 1 Letterman Drive, Building D, Suite D4700, San Francisco, CA 94129 ("**Contest Host**").**SPONSORS**: Sponsors in collaboration: Arm, 120 Rose Orchard Way, San Jose, CA 95134; ETSI, 650, route des Lucioles 06921 Sophia Antipolis France; MobiledgeX, 156 2nd Street, #408, San Francisco CA 94105 (collectively the "**Sponsors**").

By participating in this Contest, you individually and inclusively as a Team, hereinafter a "Participant", agree to be bound to these Akraino 5G MEC Hackathon Official Rules ("Official Rules"), all Contest related communications from the Sponsors, the Contest Host, the Judges and Promotion Partners (including other event sponsors, the Technical Steering Committee ("TSC") members and official code maintainers, staff and organizers and their respective authorized representatives) (all collectively the "Promotion Entities") in any and all media/medium, and the decisions of the Sponsors, LF Edge and Judges (including their authorized representatives) which are final and binding in all respects. By participating, each Participant accepts these Official Rules on behalf of his/her Team as a whole, and on his/her own individual behalf and on behalf of their employers (if applicable), successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights by, from or through each such Participant and/or their Team.

DISPUTE RESOLUTION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration/Choice of Law provision.

**DESCRIPTION OF HACKATHON EVENT**: This is a limited participation, first-come first-served basis, oneday event consisting of a skill-based judged hackathon contest (**"Hackathon**" or **"Contest**") held in San Diego, CA (the **"Location**"). Attendance all days is required. Upon arrival at the event, presentation of Government ID required in order to confirm each Participant's identity matches the attendee roster and Contest age requirements.

The Contest is designed to encourage Participants to learn about, create, develop and optimize one (1) compelling software solution for their choice that takes advantage of the available **Akraino** blueprint implementation and the **ETSI MEC** standardized features exposed by this platform. The software components targeted for Edge design must fit into the highly constrained footprint, thus presenting the Participants with a challenge – maintaining the functionality of their approach given severe edge cloud constraints. Participants may submit one (1) software solution for one (1) retail use-case during the entire

Contest ("**Entry**"). Participants' are encouraged, but not required, to contribute code to the Akraino Edge Stack Project; however, any code contributed to the Akraino Edge Stack Project must not have any current or future monetary, proprietary, or licensed external dependencies, must be compliant with the Apache 2.0 license, and is subject to approval by the TSC.

The Hackathon will be held in the dedicated conference room(s) at the Location pursuant to and in accordance with these Official Rules and under the supervision, instructions and directions of the aforementioned Promotion Partners and their authorized third parties. Transportation, certain meals and lodging and all other costs, fees and expenses of attendance incurred by Participant to participate in the Contest is at the sole cost, expense and responsibility of Participant. Participant may not use the event to market any goods or services. By participating, Participants understand and agree that the event, in whole or in part, and all Participants may be filmed or recorded by one or more of the Promotion Entities, other Participants and/or other third-parties. Participants must bring whatever they believe they will reasonably need to participate in the Hackathon, such as a smartphone, laptop computer, etc. Participants must have all the proper licensing, consents and rights to any and all programming aids, software tools, data and information, and any creative assets used or incorporated into an Entry. High speed wireless internet will be provided barring extenuating circumstances. Participating Promotion Partners may, but without obligation, make available select Partner products (such as seed hardware and/or software products) which Participants may use during the Contest and/or incorporate into their Entry. However, availability of such products is limited, may be on a first come basis, and must not be relied upon for participation.

**ELIGIBILITY**: Eligible Participants in this Contest must be pre-approved, registered Hackathon attendees, 18 years of age or older, and must not be ineligible (as provided herein) nor under a conflicting employment, contractual or legal restriction to enter (eligible "Participant"). An eligible Participant may enter on their own behalf (including all other Team members), or may enter on behalf of their employer (a business, organization, corporation, institution or other entity which may or may not be comprised of more than one individual) ("**business entity**") subject to the approval of such business entity.

**INELIGIBILITY**: 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, directors, and contractors of any of the Sponsors, the Contest Host and/or other Promotion Entities, and individuals, third parties, and business entities *who are involved, directly or indirectly, with the organization, administration, execution, judging or prize fulfillment of the Hackathon or any element thereof*, are NOT eligible to contribute to an Entry (including in its Pre-Development phase) or Participate in the Hackathon. Employees of Government Owned Entities are ineligible to participate or win a prize and will be disqualified if discovered. Immediate family members (spouses and parents, partners, children and siblings and their spouses, including foster and step-relations) and members of the same households (whether related or not) of any of the aforementioned ineligible individuals are also ineligible to contribute to any Entry or participate in the Contest. Nothing contained herein shall prevent an employee of, for example, a sponsoring company, to participate, provided such employee is not involved in the administration of the Hackathon in any way, as provided

hereinabove. Sponsors will take reasonable precautions to prevent an Entry from being judged by a(ny) Judge(s) from their own business entity.

**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 enters without obtaining the appropriate approvals, or is participating in violation of any such policies and laws, Sponsors may, in their discretion, disqualify the participant and forfeit their prize, if applicable. Promotion Entities disclaim all responsibility and liability relating to the above; by entering, Participants agree to release, indemnify, defend and hold them harmless in all respects for any issues relating thereto.

**REGISTRATION:** Prior registration and approval are required; walk-ins will not be permitted. It is anticipated that registration will begin on or about 12:00 am PT on October 22, 2019 and must be completed on or before 11:59 pm PT November 15, 2019, unless registration is otherwise extended by Sponsor ("**Registration Period**"). To register, please visit the Website, provide all required information regarding each Participant (including all Team members), and provide your electronic signature agreeing to the Registration Materials, anticipated to include agreement to these Official Rules, a Participant Assumption of Risk, Liability Release, and Code of Conduct. The Contest, participation therein, and all Participants, Entries and submission of any other information including code and presentation slides are— in addition to the aforementioned Registration Materials-- also subject to and governed by the applicable Privacy Policies (see Privacy section below) and the Website's Terms of Use. Submission of Registration Materials does not evidence receipt, nor eligibility for or permission to participate; participation is limited and subject to prior verification and approval by Promotion Partners in their absolute discretion. Sponsors reserve the right to adjust attendee numbers to accommodate fluctuations in confirmed attendance.

**PRE-DEVELOPMENT AND RELEASE OF ADDITIONAL CONTEST REQUIREMENTS**: After registration and confirmation of selection and eligibility to participate but prior to the start of the Contest Period, Participants are permitted to engage in pre-development of their anticipated Entry ("**Pre-Development**"). Pre-development may consist of creation of solution architecture, writing seed code in advance, creation or use of pre-prepared data, pre-programmed and/or existing software and hardware, sensors and other devices, and gateways will be permitted. Upon arrival at the Hackathon, Participants will be notified via email and/or release on the Website of one or more additional Contest requirement(s) ("Surprise Solution Ingredient") which may be incorporated into their Entry at the Hackathon. The extent to which an Entry is Pre-Developed prior to the Hackathon is a component to judging; thus a highly evolved Pre-Development Entry may result in a lower score pursuant to the Judging Criteria (provided below).

**CONTEST PERIODS, JUDGING AND PRESENTATION**: The Hackathon begins on or about 8:45 am Pacific Time ("PT") and ends approximately 5:30 pm PT on November 18, 2019 (the "Contest Period"). It is anticipated but not guaranteed that Hackathon coding and development will be allowed between approximately 9:30 am PT – 3:30 pm PT on 11/18/19. ("**Development Period**"). All work on Entries must cease at or before 3:30 pm on 11/18/19, or the Entry/Participant may be disqualified. At the conclusion

of the Development Period, at the announced time, each Participant will have a set time period (anticipated to be approx. 5 minutes but which depends on the number of participating Teams) during which to present their Entry and its idea, concept, and features to the entire audience and Judges ("**Presentation**"). Judges may visit each Participant for a brief solutions overview and Q&A session during the Development Period but prior to the Presentation. Each Entry (which includes the Presentation and all information contained therein (in any and all media/medium) and any and all information imparted during the Q&A session) will be considered the Entry and judged pursuant to the Judging Criteria (defined herein) and winner(s) will be selected and announced at the conclusion of all Presentations ("Judging **Period**"). Winners are not final until their eligibility and compliance has been verified by Contest Host and a fully executed Winner Declaration is completed and returned from each Team member to the Contest Host.

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 being a live event; times may be shortened or extended due to exigencies of the circumstances or as deemed necessary but shall apply uniformly to all participation/Participants. All times are Central time. The Contest Host's clock at the Hackathon shall be the official time keeping device for the Hackathon, unless otherwise stated. The Location and venue may be subject to change or cancellation.

Sponsors reserve the right, without notice or prior approval, to modify or supersede these Official Rules in their 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. The Contest may be cancelled, postponed, modified or terminated due to exigencies of the circumstances in Sponsors' absolute discretion.

**TEAM MEMBERSHIP**: Unless otherwise expressly agreed by Promotion Entities, Participants may NOT participate in the Contest individually and must work in teams, which will generally be comprised of between two (2) and up to a maximum of three (3) Participants (who may or may not be connected, or may be from the same business entity) ("**Team(s)**"). Participants may only work on one Team. Once assigned Participants may not switch Teams unilaterally, but Sponsors may nonetheless assign or re-assign Team members, in their absolute discretion. Participants affirmatively agree to work in accordance with the Code of Conduct in a spirit of mutual collaboration and respect for all Team members and their contributions or may be subject to immediate disqualification. Promotion Entities reserve the right to disqualify an individual Team member, without affect to the applicable Entry or other Team members, due to such individual's failure to comply and/or inappropriate behavior (as determined by Promotion Entities' in their absolute discretion). In qualifying for a prize, one prize will be awarded to each winning Team as a whole and the respective prize will be divided equally amongst all applicable Participant Team members. Participants may be required to assign one Team member ("**Team Representative**") to be the primary point of contact for the Team during the Hackathon.

**ENTRY REQUIREMENTS**: Participant must create one (1) original solution integrating Akraino open source middleware code applied to one of the retail use-cases or open category topics provided during the

Development Period and must present their Entry and features during the Presentation 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, Presentation, and all content, materials and information submitted in any and all media and medium by an eligible Participant, including all of its members, during the Hackathon, will collectively constitute the "Entry". **Limit one (1) Entry per Participant**. The same Entry 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. In addition, the Entry must be in English and must be integrated with the Akraino framework. Participants must make the Entry available free of charge and without any restriction, for testing, evaluation, and use by the Promotion Entities and Participants as applicable.

In whole or in part unsuccessful, exploitational, fraudulent, misleading, harmful, non-functioning, invalid, irrelevant (i.e. to a provided retail use-case), non-compliant, nonsensical, forged, invalidly automated, or incomplete Entries in whole or in part 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 Hackathon in order to be eligible to win a prize in the Contest. Attendees who quit, are disqualified, ejected or otherwise fail to complete the Hackathon (including the Presentation) 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 an original work of Participant, is compliant with the Contest Code of Conduct, is original to the Contest's retail use-case (even if undertaken in Pre-Development), 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 business 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 employment or work for hire relationship), and all such persons, venues, and/or business 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 and 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 does not contain or promote pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, unsafe, dangerous, illegal, discriminatory, cruel, abusive, highly political, religious or sensitive content or activities (including but not limited to technology or other content that is prohibited from export), or 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 Participants) must comply with ALL terms stated in these Official Rules and any other instructions communicated at the event and/or on the Website.

**GENERAL ENTRY CONDITIONS:** Once submitted, an Entry may not be cancelled or deleted, enhanced, added to, or improved, and will not be returned, if applicable. The Entry as a whole will be considered and judged during the Judging Period, which may be extended due to volume, or other necessary circumstances. The Entry may be publicly displayed, viewed and used by the Promotion Entities in whole or in part, as provided herein and by others interested in, involved with, or administering the Contest, and by all other Participants in the Contest. 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. PROMOTION ENTITIES MAKE NO WARANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THEIR ABILITY TO IN ANY WAY ENABLE, DEVELOP, MARKET OR PROMOTE THE PARTICIPANT, THE ENTRY, NOR THE IDEAS OR TECHNOLOGY EMBODIED OR SET FORTH IN THE ENTRY, IN WHOLE OR IN PART.

Without limitation, Sponsors reserve the right to immediately disqualify and/or remove at any time (before, during or after the Contest) any Entry and/or Participant for any reason in their 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 Registration 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 Contest Host (if applicable). Without limiting any other right or term herein, a Participant may be disqualified at any time from 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 Contest, is suspected at any time of engaging in artifice, cheating, deception, fraud, theft, 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 if their actions may cause damage, destruction or loss of property.

Participants 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 Sponsors and Judges. Entries may not be acknowledged and will not be received or held "in confidence" or "in trust" and by submitting an Entry it does not create a confidential relationship or obligation of secrecy between Participant and any of the Promotion Entities. Participants will not now or in the future be entitled to any approval, rights of compensation, or any other payment; unless adjudged and verified a winner pursuant to these Official Rules, and in such event, only to the extent of the prize award. Further, Participants and winners agree that by submitting an Entry and/or receiving a prize in the Contest does NOT give rise to or in any way create, either express or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between them and any one or more of the Promotion Entities, or any other person or business entity. The Promotion Entities disclaim all responsibility and liability relating to all of the above, and Participants agree to release, indemnify, defend and hold them harmless in all respects for all issues relating thereto.

**JUDGING CRITERIA/WINNER SELECTION:** Eligible Entries presented during the Presentation will be judged by a panel of subject matter experts (the "Judges") selected by the Promotion Entities using the following Judging Criteria applicable to each Retail use-case. Scores and reasoning for such scores will not be made public at any time.

**Creativity (30 points):** is the solution innovative, for example in solving the retail use-case, extent to which the "Surprise Solution Ingredient" is incorporated, etc.

**Impact, Viability, and Usefulness (30 points):** does the solution have real, commercial and/or applicable value, for example to the retail end customer.

**Simplicity (30 points):** is the solution intuitive, easily integrated into the retail space; has usability been taken into consideration.

Work Performed on Site (5 points): how much work was done in Pre-Development versus at Hackathon; did Participants code and collaborate on Site, or was solution mostly completed prior. **Presentation (5 points):** effective, clear, convincing support of the retail use-case solution.

**WINNER SELECTION:** Assuming sufficient eligible Entries are received, it is anticipated that two (2) potential winning Teams (potential "prize winners") will be selected based on their highest combined score in accordance with the above Judging Criteria. Sponsors may, but without obligation, select more than the stated number of winners if found to be of exceptional quality in Sponsors' absolute discretion. Sponsors reserve 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, Sponsors reserve the absolute right in their absolute discretion to disqualify as ineligible Entries that do not provide (in Sponsors' determination) a credible or feasible solution to a provided retail use-case, appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant. All prize awards are subject to verification of Participant's/Team's/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 Impact, Viability 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 Creativity category. In the event any Entry is a potential winner but one/more Team member 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), it will be in Sponsors absolute reasonable discretion (based on, for example, the reason for disqualification and egregiousness of actions) as to whether the remaining Team members may still be permitted to keep the prize or whether the Entry and entire Team are to be disqualified. In any such case, the forfeited portion of the respective prize will not be apportioned to other Team members or Teams. In the latter situation, an alternate Entry and potential winner may be selected (in Sponsors' discretion) based on score 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 (1):** First-place Team will receive USD\$1,000 (awarded in the form of a check, to be distributed amongst all Team members).

**Second Prize (1):** Second-place Team will receive USD\$500 (awarded in the form of a check, to be distributed amongst all Team members).

Sponsors reserve the right not to award a prize to any Participant 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 Sponsors, any other Promotion Entity, this Contest, The Akraino Edge Stack Project, or any of their respective brands, products or services as determined by Sponsors in their absolute discretion. In the event any winner(s) engage in behavior that, as determined by Sponsors (or their 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, Sponsors reserve the right to terminate the prize or other applicable experience early, in whole or in part, and if applicable to send the winner home with no further compensation. Event is subject to raincheck and cancellation policies of organizers.

Limit one (1) Prize per Team. A Team may only be declared a winner for one applicable Prize level. Each cash prize will be divvied up equally amongst all Team members for such prize level and will be mailed on or by approx. forty-five (45) days after prize verification. Prizes will only be awarded to registered Participants who attend and participate in the Contest at the Location (individuals involved solely in Pre-Development are not eligible for a 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 Sponsors' absolute discretion). Prizes will not be replaced if lost, stolen, misplaced, or destroyed. Provided each Team member consents, winners of a cash prize may elect to donate their entire prize to a charity selected by such winner from a list provided by Contest Host.

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. Sponsors reserve the right to correct any such error, mistake, or any typographical, printing, computer programming or operator error. Unless donated, prizes are not assignable or transferable in whole or in part, and no cash or prize substitutions allowed, in whole or in part, except Sponsors reserve the right to substitute a prize of comparable value. In no event will Promotion Entities be responsible for awarding more than the stated value/number of prizes. 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. Contest Host will provide the relevant tax documentations and winners agree to complete, file and return such documents, as applicable.

**COMPLIANCE AND DISQUALIFICATION:** In the event of disgualification 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 Contest, that prize will be forfeited in its entirety and that respective prize will not be awarded. Returned, undelivered, unclaimed, forfeited or un-awarded prizes will not be (re)awarded. Promotion Entities shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect themselves against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the prize to any Participant.

THESE OFFICIAL RULES (PUBLISHED IN ENGLISH ONLY) SHALL GOVERN THE CONTEST AND ALL ELEMENTS THEREOF AND THE PARTIES RESPECTIVE OBLIGATIONS WITH RESPECT THERETO. USE OF THE WEBSITE, INFORMATION PRACTICES, AND ALL OTHER GENERAL TERMS ARE GOVERNED BY CONTEST HOST'S TERMS The Akraino MEC Hackathon (Retail) Official Rules 9 Page

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.

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. However, Akraino Edge Stack Project welcomes contributions to its project, and Participants are encouraged to contribute, subject to the Akraino Edge Stack Project Intellectual Property Policy provided in its Technical Charter (https://wiki.akraino.org/download/attachments/4456453/Akraino%20Edge%20Stack%20Technical%20 Charter\_November%201%2C%202018.pdf?version=1&modificationDate=1542252002000&api=v2). As a condition of Entry, Participant grants Promotion Entities a perpetual, worldwide, royalty-free, and nonexclusive license to use, mention, commercially exploit, produce, reproduce, distribute, transmit, publish, publicly perform, publicly display, broadcast, exhibit and create a derivative work from ("use"), any Entry in whole or in part that Participant submits to this Contest (including but not limited to their Presentation, demonstration, slides, decks and all ideas, concepts, information, statements and Personal Attributes included therein) for the purposes of allowing Promotion Entities to: (i) test and evaluate the Entry for purposes of judging for the Contest, to administer the technical and other requirements of the Contest including distribution of the Entry to the Judges and Promotion Entities, as applicable, (ii) for prize award verification, and (iii) to use the Entry and Personal Attributes of the Participant, and all elements thereof, in support of the marketing, business, commercial and any other purposes of the Akraino Edge Stack Project and/or a Promotion Entities' affiliation therewith.

Akraino and LF Edge are trademarks or registered trademarks of The Linux Foundation.

**PRIVACY:** Promotion Entities and their affiliates and contractors may, wherever they do business, store and otherwise process the following personal identifiable information ("**PII**") of the Participant: (a) Participant's business contact information ("**BCI**"), for example, name, preferred pronoun (optional), business telephone, address, email, and user ID for dealings with the Participant; (b) any information that Participant provides to the Promotion Entities to enable Participant's to register for and/or participate in the Contest, use the Website, and/or other Participant information that is collected using tracking technologies, such as cookies and web beacons; (c) Participant's affirmative confirmation that Participant is 18 years old or older, and Participant's website or Participant's public profile on other sites, Participant's physical address, and any information that Participant's uploads as part of Participant's Registration and/or Entry in connection with the Contest (additional PII); and (d) Participant's name, image, likeness, and voice captured or recorded during the Contest.

By participating, Participants agree to the Contest Host's Privacy Policy available at (<u>https://www.linuxfoundation.org/privacy/</u>) and the applicable Terms of Use.

## By accepting these Official Rules, Participant is giving Promotion Entities its consent to collect, access, store and use the PII and Personal Attributes specified herein, all in accordance with these Official Rules and the applicable Privacy Policies.

PUBLICITY RELEASE: In addition to the uses of PII specified in the Registration Documentation, these Rules, and the applicable Privacy Policy, Participants understand and agree they (and their Entry, including their Presentation, and any elements thereof) may be videotaped, recorded, and/or photographed ("Recorded") during the Contest at any time by one or more of the Promotion Entities, by other Participants and individuals ("third parties") who may or may not be affiliated with the Contest, and grant to each such Promotion Entity and their authorized representatives and third parties the unrestricted, world-wide, royalty-free license to, or not to, use, mention, commercially exploit, produce, reproduce, distribute, transmit, publish, perform, display, broadcast, exhibit and create a derivative work from (which may be in altered, combined, composite or condensed format) in any and all media now known or hereinafter developed (including but not limited to the Promotion Entities' and (unrelated) third parties' websites, digital and off-line social media, marketing and advertising properties) in support of the marketing, business, commercial and any other purposes of the Akraino Edge Stack Project and/or a Promotion Entities' affiliation therewith your Entry (and any element thereof), your name, image, likeness, voice, texts, posts, and any statements in whole or in part (collectively your "Personal Attributes") recorded during the Contest or at any other permitted time. Participants agree they have no right of inspection or approval, that no compensation will be given for the above license and rights, whether or not exercised, and agree not to assert any moral rights relating thereto.

**RELEASE AND INDEMNIFICATION:** To the maximum extent permitted by applicable law, Participants and winners agree to release, indemnify, defend and hold harmless ("**Release**") Sponsors, Contest Host, and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees, contractors 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 (at any phase), the Entry (in whole or in part), Contest and/or prize-related activity or inability to participate in parts thereof, the delivery, acceptance, use, misuse of a prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, violation of the 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 applicable 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; 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. Promotion Entities 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: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION (OR INABILITY TO PARTICIPATE) 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, wi-fi, network, computer, digital, telephone, cable, electronic, or hardware or software malfunctions, failures, connections, problems; incompatibility; unavailable, garbled, corrupt, or jumbled transmissions; service provider, Internet, wi-fi, website, blog site, user net (in)accessibility, (un)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, Promotion Entities reserve the right in their absolute discretion to cancel, terminate, modify or suspend the Contest or any part thereof. Promotion Entities reserve 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 practicable and equitable in their determination under the circumstances. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest, or any part thereof, is a violation of laws and should such an attempt be made, Sponsors reserve the right to disqualify Participant and seek damages from any such Participant to the fullest extent of the law.

**DISPUTES/ARBITRATION/CHOICE OF LAW:** Participants agree THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF OREGON WITHOUT REGARD TO CONFLICT OF LAW OR CHOICE OF LAW DOCTRINES. As a condition of participating in this Promotion, Entrants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, exclusively before a neutral one-person arbitration panel located in Portland, OR.

**WINNERS LIST:** Contest prize winners names will be posted on the Akraino Edge Stack Project website (<u>https://www.lfedge.org/projects/akraino/</u>) after the conclusion of the Contest.