

## #IndyCivicHack Challenge Rules and Regulations

The #IndyCivicHack Challenge (the “Challenge”) is an initiative and a friendly competition that will be administered by Greater Indianapolis Chamber of Commerce, Inc. (“GICC”). The goal of the Challenge is to encourage the development of new technological products (Apps) that improve the efficiency at governmental agencies while also improving Indiana resident’s access to information. Apps may be either web-based or mobile. By submitting an App for the Challenge, a participant signifies his, her or its full and unconditional agreement to these Rules.

**WHO MAY PARTICIPATE** The Challenge is open to individuals, teams of individuals and entities (corporations, LLCs, etc.) (each, a “Participant”). Participation by a minor (as determined under the laws of the state of Indiana) requires the written consent of the minor’s parent or guardian. The minor must be accompanied by the minor’s parent or guardian throughout the duration of the hackathon on June 14-15, 2019. If the Participant consists of a one person team, that individual must be a resident of Indiana. If the Participant is a team, at least one team member must be a resident of Indiana. The team is responsible for deciding ownership interests, licensing rights, and prize distributions among its members. None of the Challenge Entities (defined below) will become involved in any dispute with an entity and its team members, and if a dispute cannot be resolved among team members and the entity, the App will be disqualified. Each Challenge is limited to five (5) teams competing with a limit of 5 participants per team. In the event that participation would exceed ten (10) total teams participating in the hackathon, GICC and the Sponsors will increase the cap limit per Challenge incrementally to six (6) teams, seven (7) teams, etc. until all participants are included. Any entity participating in the Challenge must be qualified to do business in Indiana. All nonpublicly-traded entities must be owned solely by legal residents of the United States. The Administrator may refuse to consider an App in their sole discretion. No employee, officer, director, agent or owner of GICC (including its affiliates), Judges, or an immediate family member (parent, sibling, spouse child) or a household member of a GICC, Judge, officer, director or owner may participate in the Challenge. Employees of GICC and the Sponsors who have had any involvement in the design of the Challenge or development of the Problems may not participate in the Challenge, and neither may members of his / her immediate family or household.

**HOW IT WORKS** Each Challenge Sponsor will post a Challenge requiring Participants to develop an App that will solve a user problem facing their respective organizations. The Challenges will be posted on the Indy Chamber website, along with detailed instructions, deadlines for completion, and other relevant information. By submitting an App, the Participant agrees to abide by all of these Rules of the Challenge and is subject to all the rules and limitations of the Challenge, even if the Participant later withdraws the App from competition. Additionally, each Participant agrees that the Judges have full discretion to eliminate or dock points should any Participant not adhere to the rules outlined in this document. By entering the Challenge, the Participant grants to the Sponsors, GICC and Judges a royalty-free license to use the App for the purpose of the Challenge. To be eligible for consideration in the Challenge, an App shall not have been previously publicly available for sale or distribution via any commercial outlet or used for any other purpose in a commercial enterprise. The App must be the Participant’s original work created for the Challenge. The Participant submitting the App must own all intellectual property rights and trade secrets in the App and have the full authority to

license the use and further development of the App and license the App to third parties without restriction or limitation. Each App must, at a minimum, support English language use, and all written parts of entries must be in English. Apps are expected to have been tested for basic functionality, accuracy of messaging, and integrity (i.e. security), and must be accessible to GICC and Judges for confirmation that the App functions and operates as described. Each Challenge Sponsor will actively solicit and encourage public feedback for all Apps throughout the Challenge period. Participants are expected to make good-faith efforts to read and consider public feedback and to respond to it when appropriate.

**TIMELINE** 6:30p-3:30p June 14-15, 2019- Hackathon Finalists may submit Apps only through [Indychamber.com/hack](http://Indychamber.com/hack) and only between June 15, 2018 (the "Opening Date") and June 16, 2018 at 3:30 PM Eastern Daylight Time ("EDT") (the "Closing Date," and the dates between the Opening Date and Closing Date, the "Challenge Submission Period"). The Administrator's computer is the official time-keeping device for the Challenge. It is anticipated that a list of Winners will be announced at the conclusion of the event on June 16th.

**PRIZES** Each Challenge Sponsor will evaluate its own Apps. Evaluators will be selected by GICC and Challenge Sponsors, and will be employees or others who have significant insight into the problems presented and the technology used. Sponsors and GICC may change or alter the Judging Criteria in their sole discretion without notice to Participants. One winner per Challenge will be selected on June 16th, 2018. If the entrant is a team, the prize will be delivered to the team member that is a resident of Indiana or if there is more than one such team member, to the team member listed as the project leader. Sponsor shall have no obligation to allocate the prize amongst team members. Cash prizes are anticipated to be: 2. Higher Education Challenge- \$1,500 3. Re-Entry Challenge \$1,500 **NOTE:** Taxes on all prizes are the sole responsibility of the winner. Before being awarded any prize, the winner will be required to provide the Administrator with sufficient documentation and information to fully and correctly report the winnings to the relevant tax authority. The prizes will not be derived from State or public funds. Prizes are expected to be provided via contributions of sponsoring companies and universities. Sponsoring companies and universities are eligible to participate in the Challenge so long as they have no representatives as Judges or Evaluators.

**JUDGING CRITERIA** The Food Compass Challenge will be graded against the following set of criteria: Addressing the Challenge (50%): Demo should be able to show how the solution meets (or will meet the objective). Some, but not all functionality, may be present in the prototype; but, the demo should show how the solution solves the main problem. Creativity and Innovation (25%): How creative or unique the solution is to meeting the objective. Feasibility and Sustainability (15%): The demo should be able to describe how it can be sustained over time. Look for ease of support, maintenance...use of open source/public resources, what would a potential install or roll-out look like. Accomplishment and Learning (10%): How much did the team learn from the customers to inform the solution, how nuanced is the solution, how many details from the customers are included? The Innovators Challenge will be graded against the following set of criteria: Creativity and Innovation (60%): The tool is creative and innovative. Customer and User Experience (30%): The tool provides a great user experience, based on a clever design. Attention to aesthetics, interaction and user interface, ease of use, it is intuitive. Real World Applicability (10%): Would I use this tool? Is there a need in the real world? Does the tool solve a problem for our community?

**INTELLECTUAL PROPERTY RIGHTS** Acceptance of an App for the Challenge is not an acknowledgement or admission by either the Sponsors or Administrator of the novelty or originality of the App. By submitting an App in this Challenge, the Participant warrants and represents that the Participant owns all of the trade secrets, proprietary information, intellectual and industrial property rights in and to the App, and the App does not contain any third party copyrighted materials, and otherwise do not violate or infringe the rights, including, without limitation, patent, copyrights, trademark rights or rights of publicity/privacy, of any third party. The Participant will retain ownership rights in the App. However, as a condition of entry, the Participant grants the relevant Sponsors and Administrator a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, reproduce, publicly perform, publicly display and create derivative works from, any entry or App that Participant submits (1) for the purposes of testing and evaluating the App for purposes of the Challenge, and (2) to advertise, display, demonstrate, or otherwise promote the App and the Challenge. In addition, if an App is awarded a Prize, the Participant grants the relevant Challenge Sponsor a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, the App for the Challenge Sponsor's non-commercial use. The relevant Challenge Sponsor and the Participant may agree separately regarding ongoing maintenance or updates of an App that wins a prize.

**OTHER INFORMATION** All federal, state, and local laws and regulations apply. The Sponsors and Administrator reserve the right to disqualify any Participant from the Challenge if, in their sole discretion, they reasonably believe that the Participant has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair practices. Any false information provided within the context of the Challenge by any Participant, including, but not limited to, concerning identity, mailing address, telephone number, email address, age and consent of parent or guardian (if the Participant is a minor), ownership of rights to an App or any non-compliance with these Rules or the like may result in the immediate elimination of the Participant from the Challenge, in the Sponsors' or Administrator's sole discretion. By accepting a prize, each Participant agrees and consents to the Sponsors use of Participant's name and/or likeness to name the Participant in promotional and advertising material as a winner of the Challenge without additional compensation for so long as the App is in use by the Challenge Sponsor. To the maximum extent permitted by law, each Participant indemnifies and agrees to hold harmless the Challenge Sponsors, Sponsors, Administrator, Judges, Evaluators, and Techpoint.org, and agents or representatives thereof, (collectively, the "Challenge Entities") from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty or other provision set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the Challenge Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) any App or other material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Challenge; (c) any non-compliance by the Participant with these Rules; (d) claims brought by persons or entities arising from or related to the Participant's involvement with the Challenge; (e) acceptance, possession, misuse or use of

any prize or participation in any Challenge-related activity or participation in this Challenge; (f) any error in the collection, processing, or retention of entry information; or (g) any typographical or other error in the printing, offering or announcement of any prize or winners. The Participant agrees as a condition of entering the Challenge that the Challenge Entities are under no duty or obligation to award prizes, treat Apps confidentially, protect any trade secrets, intellectual property, proprietary information or personal or corporate data of the Participant. That Participant agrees that the Challenge Entities are under no obligation to return any data or information to the Participant, and that there is no obligation to select a winner. Challenge Entities may suspend or terminate the competition at any time without notice to Participants. The Participant acknowledges and agrees that all decisions of the Judges are final, binding and conclusive. DISPUTES Each Participant agrees that: (1) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this contest, but in no event attorneys' fees; and (2) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. IN NO EVENT SHALL THE CHALLENGE ENTITIES BE LIABLE TO ANY PARTICIPANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO ANY PARTICIPANT IN THIS CHALLENGE. Compass Challenge / Indy Civic Hack Premiere Challenge Rules and Guidelines 2018 1. The Compass Challenge / Indy Civic Hack Premiere Challenge 2018 ("Civic Hack" or "Contest") is being administered by the Greater Indianapolis Chamber of Commerce, Inc. ("Chamber"). The City of Indianapolis ("City") is a Sponsor of the Civic Hack. These Compass Challenge / Indy Civic Hack Premiere Challenge Rules and Guidelines 2018 ("Rules and Guidelines") are to be read in conjunction with the #IndyCivicHack Challenge Rules and Regulations published by the Chamber, which are incorporated herein by reference. In the event of a conflict between the two documents, these Rules and Guidelines shall prevail. Your participation in the Civic Hack serves as your acknowledgement that you have received (whether in soft or hard copy), read, and consent to be bound by, these Rules and Guidelines and the #IndyCivicHack Challenge Rules and Regulations. 2. The content and subject matter of the software applications ("apps") must be further developments of the Food Compass design work and operating features that will be provided to participants ("Developers") by the City. All content must be family friendly, as well as appropriate for the general public. Apps that contain inappropriate content, in the City's sole discretion, will not be considered. 3. Apps must comply with these requirements: a. iOS compatible; b. Android compatible; c. App store compatible (for both iOS and Android); d. Be designed for use for at least one year without the need for further development or updates; e. Compatible with all major social media platforms; f. Be entirely original works of authorship, unless third party content is: (i) identified prior to submission, and (ii) Developer has all necessary rights in such third party content to include such content in the app and for the content, as a part of the app, to be available to and distributed to the general public by the City or its designee(s) or licensee(s); h. Not infringe on the rights of any person or entity; and i. Be free of any third party claims or encumbrances. 4. Developers' submission will also include making a live presentation of the app and its features to the panel of Judge(s) at the conclusion of the Civic Hack. 5. The winning Developer(s) (whether individuals or entities), must assign all existing and future intellectual property rights in and to the app to the City. 6. Submissions will be reviewed by a judging panel consisting of a member of the Indianapolis Star staff qualified to evaluate the

features of the app and their accessibility to the general public. The judge(s) are not required to name any winners at all. The number of winning submissions may depend on the number received. 7. The Developer(s) of the winning submission (“Winner”), in addition to the cash prize presented by the Chamber, also will receive a prize of \$2,000 from the City (to be divided and shared among team members, if the Winner is a team), and may be given the opportunity to further refine the app in conjunction with input from, and requirements made by, the City. Such work with the City may, but is not guaranteed to, provide for further compensation. All current and future rights in and to the app must be assigned by the Developer(s) to the City. **THE WINNER RELEASES THE CITY, THE CHALLENGE ENTITIES AND THE INDIANAPOLIS STAR FROM ANY AND ALL CLAIMS AT LAW OR EQUITY THAT MAY ARISE FROM THE CITY’S DETERMINATION THAT THE APP DOES NOT COMPLY WITH ANY OR ALL OF THE REQUIREMENTS, WHICH THE WINNER ACKNOWLEDGES THAT THE CITY SHALL DETERMINE IN ITS SOLE DISCRETION.** The City is not required to use the app or to make the app available to the public for any length of time (or at all). The Winner shall be required to sign a release before they will receive the prize. US.118491150.03