

## CODE4GOODPBC CHALLENGE OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. CONTEST IS OPEN TO RESIDENTS OF THE 50 UNITED STATES, ITS TERRITORIES AND THE DISTRICT OF COLUMBIA. ENTRY OR PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES (the “Rules”).

IF YOU DO NOT AGREE TO ABIDE BY THESE RULES, YOU WILL NOT BE PERMITTED TO PARTICIPATE IN THE CONTEST. IF CHANGES ARE MADE TO THESE RULES, THE CHANGES WILL APPLY TO YOU AUTOMATICALLY.

1. **INTRODUCTION.** The Code4goodpbc Challenge (the “Contest”) is a skill contest where participants must develop a solution (“Solution”) to one of the challenges listed on the Code4goodpbc.org website (the “Contest Website”) that is intended to help the underserved communities of Palm Beach County, Florida by improving the ability of individuals to manage their own health, increasing access to health resources or increasing and strengthening connections among organizations in the health ecosystems. Judges, who will choose the winner(s) in accordance with these Official Rules, will evaluate the Solution that you develop. The prize(s) will be awarded to participant(s) with the highest score for the judging criteria. The Contest is subject to all applicable Federal and state laws and regulations, including, without limitation, laws and regulations relating to privacy and data collection.
  
2. **ELIGIBILITY.** The Contest is open to:
  - A. Individuals who are U.S. citizens or permanent residents of the fifty (50) United States its territories and the District of Columbia (the “Contest Territory”), and who are at least eighteen (18) years old at the time of entry; or
  
  - B. Teams comprised of a maximum of [**six (6) individuals**], each of whom is at least eighteen (18) years old at the time of entry, provided that each member of a team must be a full-fledged member of the team, and that each team identifies a team leader who is a U.S. citizen or a permanent resident of the Contest Territory. If you enter as part of a team, you may not separately enter as an individual, and each individual may join only one team. Teams may be formed at the Contest event itself, provided that team status is confirmed with the Administrator by 6:00 P.M. Eastern Time on the first night of the Contest. While teams may be comprised of individuals working for the same employer, teams may not act on behalf of or represent such employer.
  
  - C. The following individuals and members of their immediate family or household are not eligible to participate in the Contest:

i. Any employee of the Administrator (and their respective parent companies, subsidiaries, and affiliates);

ii. Any individual involved with the design, production, promotion, execution, or distribution of the Contest;

iii. Any employee of an entity providing the Administrator with monetary support for the operation and/or organization of the Contest;

iv. Each Contest judge; or

v. Any individual that employs the official judges or that otherwise has a material business relationship or affiliation with the judges.

vi. For purposes of these Rules, the members of an individual's "immediate family" include the individual's spouse, children and step-children, parents and step-parents, and siblings and step-siblings, and the members of an individual's "household" include any other person that shares the same residence as such individual regardless of whether they are related.

### 3. **AUTHORIZATIONS, ENTRY AND CONSENT.**

A. You and/or your team are responsible for obtaining all required approvals, consents and authorizations, if any, that may be required in order for you to participate in the Contest and submit a Solution for final judging including, without limitation, approvals, consents and authorizations that may be required from your employer. If you are entering the Contest on behalf of a company or on behalf of your employer, these rules are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a prize. You further warrant that your actions do not violate your employer's or company's policies and procedures.

B. No entrance fee is required to participate.

C. Entry or participation in the Contest constitutes a your full and unconditional agreement to these Rules and the Administrator's decisions, which are final and binding in all matters related to the Contest. Eligibility for a prize is contingent upon fulfilling all requirements set forth in these Rules.

### 4. **REGISTRATION GUIDELINES AND REQUIREMENTS.**

A. The Contest shall begin at **10:00AM** on March 28, 2015 and end at **4:00PM** on March 29, 2015 (the “Contest Period”) at the Tech Runway 901 NW 35<sup>TH</sup> Street, Boca Raton, FL 33431.

B. To participate in the Contest, you, or, if you are a member of a team, you and each member of your team, must attend the Contest event and be registered for the Contest. Participants may register for the Contest in advance online through Eventbrite, via a link provided on the Contest Website until 5:00 P.M. Eastern Time the day before the Contest, or day-of in person before 10:00 A.M. Eastern Time on the first day of the Contest at the Contest location. Walk-in participants will only be admitted on a space-permitting basis. The Administrator may elect to admit or deny entry to walk-ins in their sole discretion.

C. The Administrator is not responsible for any expenses relating to your travel to or from the Contest location, or any related expenses such as lodging, meals, or transportation.

5. **SUBMISSION GUIDELINES AND REQUIREMENTS.**

A. You or your team must submit your Solution in accordance with these Rules. Any Solution submitted that is not in compliance with these Rules will be deemed ineligible, and will not be considered in the final judging.

B. Your Solution must relate to the theme of improving the ability of individuals to manage their own health, increasing access to health resources or increasing or strengthening connections among organizations in the health ecosystem. Solutions that do not comply with the foregoing requirements will be deemed ineligible, and will not be considered.

C. Submitted Solutions may not contain any content that in the Administrator’s sole discretion: (i) is inappropriate, offensive, or which does not relate to the subject matter of the Contest; (ii) infringes any third party intellectual property rights, such as if the content contains trademarks or logos owned by third parties or copyrighted materials (unless written permission is obtained); (iii) constitutes advertising content; (iv) contains any personal identifying information (such as names, telephone numbers, or street addresses); or (v) violates any applicable law.

D. There is a limit of one (1) Solution submission per participant, whether an individual or a team. All Solutions must be started, completed and submitted during the Contest Period. You may work on the concept for the Solution prior to commencement of the Contest Period, but you may not bring in pre-developed digital assets, including graphic design assets or code that relate specifically to the Solution development at the Contest.

E. The Administrator may, in its sole discretion, make available to Contest participants floating mentors who will assist during the course of the Contest (“Mentors”). Any conversations or materials shared with a Mentor during the Contest will be considered public and not subject to any confidentiality obligations. You acknowledge that you should seek independent legal counsel to resolve any questions that you may have about the foregoing.

6. **JUDGING CRITERIA AND WINNER SELECTION.**

A. Contest winners will be selected by a panel of judges, who will be appointed by the Administrator in its sole discretion. Participants will pitch a live demonstration of their Solution before the judging panel at the end of the Contest event. A demonstration can be a clickable or non-working prototype, but functioning apps and prototypes are strongly encouraged. The judging panel will review each entry to determine whether the Solution meets the judging criteria. Solutions missing significant aspects of the judging criteria will be screened out.

B. There will be a maximum of three (3) winners, whether an individual or a team, receiving one (1) prize each as set forth in Section 7 below. Prizes will be distributed to the winning participant, if an individual, or to the team leader, if the winning participant is a team. The odds of winning will depend on the number and quality of entries received by the Administrator, and the skill of the participants. Judges will consider judging criteria, score each Solution submission, and confer as a group as to who will be selected as the first, second and third place winners. Judging criteria will be posted on the contest website.

7. **PRIZES.** ALL WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISION (IN ITS SOLE DISCRETION) IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

A. The first place Contest winner will receive FIVE THOUSAND DOLLARS (\$5,000.00) in cash.

B. The second place winner will receive THREE THOUSAND DOLLARS (\$3,000.00) in cash.

C. The third place winner will receive TWO THOUSAND DOLLARS (\$2,000.00) in cash.

D. If the first place winner declines to accept the invitation to participate in the incubator program the Administrator may consider in its sole discretion the second or third place winner in place of the first place winner.

E. Winners will be notified at the Contest at the time of judging. The “team leader” is required to be present at the time of judging in order to be eligible to collect the prize. Each Contest winner (or, if applicable, each member of the winning team) will be required to sign and return to the Administrator, an Affidavit of Eligibility and Liability/Publicity Release, except where prohibited (to be provided) and any other documents (such as tax related documents) reasonably requested by the Administrator (the “Required Documents”) including, without limitation, tax documentation. The winner is responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Administrator may, in its sole discretion, select an alternative winner.

F. If a Contest winner (or, if applicable, each member of the winning team) cannot be contacted, fails to sign and return the Required Documents, the Contest winner forfeits his or her prize. If a Contest winner (or, if applicable, each member of the winning team) is disqualified for any reason, the Administrator may name an alternate winner.

G. All decisions regarding prize awards are final and binding, and no more than the stated number of prizes will be awarded. Prizes are non-transferable by the winner, except as may be shared among the members of a winning team. Only one (1) prize per winning team will be awarded. If a participant accepts a prize, the participant will be solely responsible for determining and paying all related applicable taxes.

H. The creators of the winning Solution must work with the Administrator and its designee to assist in developing the Solution in support of the Administrator’s non-commercial or charitable purpose. By way of example only the Administrator may partner with a software developer who will develop an application or software that implements the Solution and the winner shall be required to provide reasonable input and assistance to such developer.

8. **PRESS AND PUBLICITY.** Except where prohibited, participation in the Contest constitutes your (including each of your team members’) consent to the Administrator’s and its agents’ use of your name, likeness, photograph, voice, opinions, and/or hometown and state as well as the general concept of any Solution submitted by you for promotional purposes in any media, worldwide, without further payment or consideration. Winners will be mentioned by name on Contest Website.

9. **CONFIDENTIALITY.**

A. You acknowledge that you have submitted your Solution 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 the Administrator or the Contest Parties and that no such relationship is established by your submission of a Solution. Participants acknowledge and agree that the Administrator is unable to guarantee the security or confidentiality of any Solution submitted and participants waive any claims that may arise as a result of a security breach or other unauthorized access to a Solution.

B. The identity of each participant, the concept of any Solution submitted by each participant, and the final presentation delivered during a final Contest judging session, are considered public domain and may be used by the Administrator or others for any and all purposes.

C. ALL CONVERSATIONS THAT TAKE PLACE IN, OR ACTIVITIES OR INFORMATION WHICH ARE OBSERVABLE IN, THE PUBLIC CONTEST SPACES MAY RESULT IN DISCLOSURE TO THIRD PARTIES, INCLUDING OTHER CONTEST PARTICIPANTS. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL HAVE NO LEGAL RECOURSE IF A THIRD PARTY USES ANY IDEAS OR INFORMATION AS A RESULT OF SUCH DISCLOSURE FOR ANY PURPOSE WHATSOEVER, WHETHER RELATED TO THE CONTEST OR NOT.

10. **INTELLECTUAL PROPERTY RIGHTS.**

A. You must create a Solution that is your own original work, using technology, data and intellectual property that you own or that you have permission to use. This could mean that you created the software or technology, acquired ownership of the rights from a third party, or received the express, (i.e., written) permission of the third party that owns or has the right to license the intellectual property. You may not submit any Solution that contains, technology or content that is copyrighted, protected by trade secret, or is otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless you are either the owner of such rights or have obtained written permission from the owner to use and post such content and to grant the Administrator the rights granted in these Rules. By submitting a Solution or accepting any prize, you represent and warrant that the Solution submitted complies with the requirements of these Rules. Any participant who violates this provision will be disqualified from the Contest. You should consult with appropriate advisors or legal counsel if you have any doubt as to whether you are meeting the requirements of this section or these Rules, (i.e., by reviewing appropriate intellectual property filings, notices, etc. of the third parties that are granting you licenses).

B. If you are working as a team, your team is responsible for determining the ownership as between the team members of any intellectual property rights in and to the Solution and any material developed during the Contest. The Administrator will not be responsible for any disputes amongst members of a team, including in connection with intellectual property ownership issues.

C. IF THERE ARE ANY DOUBTS ABOUT THE LEGAL STATUS OF YOUR INTELLECTUAL PROPERTY OR THIRD PARTY INTELLECTUAL PROPERTY, YOU SHOULD SEEK ADVICE FROM INDEPENDENT LEGAL COUNSEL.

11. **ADMINISTRATOR.** The Administrator is Quantum Foundation, Inc. a Florida nonprofit organization with a principal place of business at 2701 North Australian Avenue, West Palm Beach, Florida 33407. The Administrator’s social mission is to inspire and fund bold initiatives that improve the health of Palm Beach County, Florida. By submitting a Solution, you hereby grant to the Administrator and its agents a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license with the right to sublicense under all of your intellectual property rights in and to your submitted Solution to (a) make, have made, develop, modify, create derivative works, publically perform and publically display the Solution or any resulting software or application incorporate all or a portion of your Solution and related information into a product or products that will benefit the underserved members of Palm Beach County Florida, consistent with the Administrator’s charitable purposes, (b) to display all or a portion of your Solution and related information on the Administrator’s websites, and (c) to include all or a portion of your Solution and related information in the Administrator’s marketing and promotional materials, including use and mention of such materials at speaking engagements, meet-ups, and in and at other events or forums. You acknowledge that you will not receive any compensation use of your Solution by the Administrator as permitted under these Rules. **For clarity, the Administrator may use your Solution to develop a software product or application and implement the Solution to support it’s charitable mission in Palm Beach County, Florida.** Subject to the above license, all Solutions, and the intellectual property rights in any such Solution, will remain your property.

12. **CONDUCT AND GENERAL CONDITIONS.**

A. The Administrator reserves the right to cancel, suspend, and/or modify the Contest, or any part thereof for any reason including if any fraud, technical failure, or any other factor beyond the Administrator’s reasonable control impairs the integrity or proper functioning of the Contest. Any attempt by a participant to deliberately damage any web site, including the Contest Website, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Administrator reserves the right to seek damages from any such participant to the fullest extent of the applicable law.

B. The Administrator and the judges reserve the right to disqualify any participant and/or team if, in the Administrator sole discretion, it reasonably believes that a participant and/or team has (i) attempted to undermine the legitimate operation of the Contest by cheating, deception, tampering, or other unfair practices or annoyances, abuses, threatens or harasses any other participant, the Administrator or judges, (ii) the Solution contains content including, without limitation, inappropriate or explicit language or images, or displays content inconsistent with the Administrator's reputation and goodwill, or (iii) the Solution submitted by a participant is in violation of third party intellectual property rights, or in violation of applicable laws or regulations.

C. If for any reason your Solution or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another submission to the Contest if such submission is practical.

D. A computer specified by the Administrator, in their sole discretion, set to local time, is the official time-keeping device for the Contest.

E. The Administrator's failure, one or more times, to enforce any provision of these Rules will not prevent the Administrator from later enforcing that provision, (i.e., will not constitute a waiver of that provision). These Rules contain the entire agreement between the parties relating to the Contest and all changes made by the Administrator to these Rules shall automatically apply to you. You may not make any changes to these Rules. If any provision of these Rules is held to be void, invalid or inoperative, the remaining provisions will continue in effect and the invalid provision will be deemed modified to the least degree necessary to remedy such invalidity. If there is an ambiguity, discrepancy or inconsistency between these Rules and any other disclosures or other statements, whether written or oral, contained in any Contest-related materials or made at the Contest event, it will be resolved in the Administrator's sole discretion.

13. **LIMITATION OF LIABILITY AND RELEASE.** By participating in the Contest, you agree to each of the following:

A. To comply with and be bound by these Rules and the decisions of the Administrator and/or the judges, which are binding and final in all matters relating to the Contest, including interpretation of these Rules and awarding of prizes; and

B. To release and hold harmless the Administrator and their parent, subsidiary, and affiliated companies, officers, directors, contractors, subcontractors and any other organizations involved in sponsoring, fulfilling, administering, advertising, or promoting the Contest, including the Administrator, and all of its respective past and

present officers, directors, employees, agents, and representatives, as well as the Mentors (collectively, the “Contest Parties”) from and against any and all losses, damages, costs, expenses, liability, and claims of any kind, including, but not limited to, any injury, death, damage, loss of property, revenue, or profits, negligence, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye, or any other legal theory), defamation, slander, libel, violation of right of publicity, misappropriation of trade secrets, infringement of trademark, copyright or other intellectual property rights, in each case whether direct, indirect, or consequential, arising out of or relating to your creation or submission of a Solution, participation in the Contest (including any travel or activity related thereto), acceptance or use or misuse of any prize (including any activity related thereto), and/or the broadcast, transmission, performance, exploitation, or use of your submission.

C. Without limitation of the above, the Contest Parties are not responsible for:

i.any incorrect or inaccurate information, whether or not caused by participants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest;

ii.technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in electrical power, internet lines or network hardware or software;

iii.human intervention in any part of the entry process or the Contest;

iv.technical or human error that may occur in the administration of the Contest or the processing of entries; or

v.any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or receipt, use, or misuse of any prize.

D. You agree to indemnify, defend, and hold harmless the Administrator and the Contest Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to violation of third party intellectual property rights as a result of your participation in the Contest or submission of a Solution.

14. **NO WARRANTY.** THE SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE CONTEST, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL THE SPONSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, THE JUDGES, AND THE CONTEST PARTIES AND ANY AFFILIATES OF ANY OF THE FOREGOING BE LIABLE FOR ANY ADVICE, INFORMATION, OR DECISIONS MADE FOR OR ON BEHALF OF THE

SPONSOR OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE SPONSOR OR CONTEST PARTIES HAVE BEEN ADVISED, HAVE OTHER REASON TO KNOW, OR IN FACT WILL KNOW, OF THE POSSIBILITY OF THE FOREGOING.

15. **NOT AN OFFER OR CONTRACT OF EMPLOYMENT.** Under no circumstances shall the submission of a Solution into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either the Administrator, or the Contest Parties.
  
16. **GOVERNING LAW; DISPUTE RESOLUTION.** You agree that:
  - A. Any and all disputes, claims, and causes of action against the Administrator or Contest Parties arising out of or connected with the Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, will be resolved individually, without resort to any form of class action; and
  
  - B. Any and all claims, judgments, and awards will be limited to actual damages and out-of-pocket costs incurred, including costs associated with entering the Contest, but will in no event include attorneys' fees (except with respect to indemnification obligations).
  
  - C. The Contest and all disputes arising under or related to the Contest will be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its conflict of laws provisions and shall be resolved by the state of federal courts located in Palm Beach County, Florida. **THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM WILL HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH WILL ARISE OUT OF THESE RULES OR THE SUBJECT MATTER HEREOF.**