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“2023 CALL FOR CODE GLOBAL CHALLENGE” CONTEST PARTICIPATION AGREEMENT

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ENTRY INTO THIS CONTEST CONSTITUTES ACCEPTANCE OF THIS PARTICIPATION AGREEMENT.

Participants of this event must be 18 years old or have reached the age of emancipation in the jurisdiction in which they are submitting their project, whichever is greater.

SPONSORS:

The "Call for Code Global Challenge" Virtual Hackathon, to be held starting on March 1, 2023, 12:00 AM PDT and ending on October 20, 2023, 11:59 PM PDT (“Event”, “Contest”), is sponsored by International Business Machines Corporation (“IBM”, “Sponsors”, “we”, “us”) and Call for Code, LLC (“CFC”, “Sponsors”, “we”, “us”).

TEAMS:

Teams of up to five individuals are allowed. All members of your team **must** meet the eligibility criteria contained in this Participation Agreement. If any member of your team is ineligible or otherwise fails to comply with this Participation Agreement, the team as a whole may be disqualified at the Sponsors’ sole discretion. Each team is solely responsible for its own cooperation and teamwork. The Sponsors will not officiate any dispute between members regarding their conduct, participation, cooperation, contribution, prize sharing, or intellectual property ownership.

ELIGIBILITY:

THIS CONTEST IS VOID TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. In addition, employees, employers, officers and directors of: (i) IBM Group, including Red Hat (ii) government agencies, departments, branches, instrumentalities and public enterprises, whether regional, national or local (iii) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration, organization (including Call for Code, LLC.) and/or execution of this Event and/or this Contest (all collectively the “Promotion Entities”), and, and (iv) the immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the Promotion Entities are not eligible to participate in the Contest. Prior to registering for the Event, each participant, whether individually or as part of a team, must ensure that he/she is in compliance with any employment or other contract to which he/she is a party on issues such as, but not limited to, eligibility to participate, intellectual property and acceptance of prizes.

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Notwithstanding anything to the contrary in clause (ii) of this paragraph, university or college students employed by their educational institution for part-time work, through work-study programs or otherwise, are eligible to participate in the Contest.

IBM Group includes IBM Corporation and any legal entity and the subsidiaries it owns by more than 50 percent. It also includes Red Hat Inc. and all its subsidiaries.

Additional eligibility criteria for participation in the Challenge Round competitions and the Global Challenge competition are set forth below, under the sections entitled “Challenge Round Prizes” and “Global Challenge Grand Prize.”

CONTEST OBJECTIVE:

The 2023 Call for Code Global Challenge is a competition that asks developers and problem solvers to build sustainable open source solutions that address the world’s greatest social and humanitarian issues. The Global Challenge is comprised of multiple competitions, referred to as “Challenge Rounds,”. A Challenge Round is generally a six (6) week competition whereby participants will build a project starting on the date of, and not before, each Challenge Round to address a specific and targeted use case under the theme of Sustainability. Each Challenge Round may include mentoring and additional learning content. Challenge Round participants are eligible for prizes as described in the section entitled “Prizes,” and winners from each Challenge Round are eligible to be judged for grand prizes at the end of the Global Challenge. The Challenge Rounds schedule is as follows:

- Challenge Round 1: March 1 – April 7, 2023
- Challenge Round 2: May 1 – June 9, 2023
- Challenge Round 3: July 3 – August 11, 2023
- Challenge Round 4: September 11 – October 20, 2023

The Sponsors reserve the right to add additional Challenge Rounds (or remove Challenge Rounds) within the 2023 Call for Code Global Challenge.

SUBMISSION:

Your team’s prototype and any other materials submitted in connection with the Event will be referred to herein as your team’s “Submission”. Submissions may include code, project entry information, team participant information, demonstration videos, promotional materials such as videos describing your Submission, and documentation. Instructions will be provided on how to submit your project and/or check in the code for your prototype. Submissions must be in English. You may participate on only one team and submit one project per Challenge Round. You may participate in multiple Challenge Rounds, including on a different team, as long as the project submitted adheres to the

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[Submission Requirements](#). Winning teams may be subject to a code review at some point following the Event or immediately before the winners are announced. Your team must complete its prototype before the end of the Challenge Round being submitted to per the following schedule:

- Challenge Round 1: April 7 at 11:59 PM PDT
- Challenge Round 2: June 9 at 11:59 PM PDT
- Challenge Round 3: August 11 at 11:59 PM PDT
- Challenge Round 4: October 20 at 11:59 PM PDT

Projects that win in the Challenge Rounds are eligible to be judged in the Global Challenge for the Grand Prizes.

You acknowledge and understand that the Sponsors may use your Submission for promotional opportunities, including in promotional activities, public announcements, media events, or other marketing opportunities, specifically as it relates to your participation in the 2023 Call for Code Global Challenge, without further notification, permission, or compensation.

You affirm that you own or have valid license rights or permission to use any Technology (as defined below) included in your Submission.

INTELLECTUAL PROPERTY:

Participants own the rights to the Submission they create during the Contest, subject to any rights owned by third parties and your employer and license terms of the underlying Technology used in the Submission. Your team may create a prototype using data and/or APIs or other copyrightable material owned by third parties. This could mean that you or a teammate use Technology owned or licensed by a third party. “Technology” means, without limitation, content (including pictorial, audio, and audio-visual content), code, specifications, technical information, algorithms, images, design, art, music, graphics, SFX, data, and any other information or materials protected by any intellectual property right. You and your team must abide by the terms of any licenses associated with any third-party Technology used as part of your Submission, including any payment terms or other license terms that could apply for continued use of the Technology. By participating in the Event, you will receive access to certain proprietary software, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audio-visual content (“Material”) owned by a Sponsor or its affiliates, partners, or licensors. You must comply with all license terms associated with such Sponsors’ Material, including any payment terms or other license terms that could apply for continued use of the Technology. Your team will be disqualified if the Sponsors has any reason to believe that your team has violated the terms of this paragraph. You should consult with appropriate advisors or legal counsel if you have any doubt as to whether you are meeting the

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requirements of this paragraph. Your team may bring to the Event any pre-developed or licensed Technology that you plan to use in connection with your prototype, provided that such Technology meets the requirements of this paragraph.

As a condition of entry, you grant Sponsors a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, publicly perform, publicly display, or publish any Submission in whole or in part that is submitted to this Event, for the purpose of allowing the Sponsors to use the entry for purposes of this Event, including to test and evaluate the entry, administer the technical and other requirements of the Event, including distribution of the entry to the Sponsors, and for Prize award, verification and fulfillment.

PRIZES:

Challenge Round Prizes

The Sponsors may award Challenge Round prizes at the end of each Challenge Round. Submissions will be judged against other team submissions from the same [Region](#) as detailed below. The Sponsors reserve the right not to award a Challenge Round prize in each category for each region. Challenge Rounds prizes will be distributed by Call for Code LLC and awarded in three (3) Prize Categories:

- **Startup/ISV:**
 - \$10,000 USD per Region, where applicable
 - Social media promotion
- **General Developer:**
 - \$10,000 USD per Region, where applicable
 - Social media promotion
- **University:**
 - 1st Place: \$10,000 USD, 2nd Place: \$5,000 and 3rd Place: \$3,000
 - Social media promotion

Eligibility

Teams will be required to identify in the Challenge Platform which Prize Category they will be competing in. In order to be eligible for one of the three (3) Prize Categories, **all team members must meet the eligibility criteria below for the selected Prize Category during all or any portion of the Challenge Round participated in:**

- **Startup/ISVs:** All team members **must be employed** by a **startup** or **Independent Software Vendor (ISV)**. A startup is defined as a company that is privately held and has been in business for less than 10 years from the start date of the Challenge Round. An ISV is defined as a company specializing in

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making and selling software, may be publicly or privately owned, and can be established for any length of time.

- **University:** All team members must be students enrolled in an accredited institution of higher education.
- **General Developer:** Team members can be from any audience: freelance or enterprise developers, students, startups, etc.

Regions:

Regions are determined by geographical groupings assigned by Sponsors in their sole discretion. The highest scoring submission that has surpassed the minimum scoring requirements in each Region will be awarded a prize (see [Judging section](#)). The Regions include:

- Nordic, Belgium, Netherlands, Luxembourg, Central and Eastern Europe
- Australia, Southeast Asia, New Zealand, and Korea
- Canada
- Germany, Austria, and Switzerland
- France
- China
- India and South Asia
- Italy
- Japan
- Latin America
- Middle East and [Africa](#)
- Spain, Portugal, Greece, and Israel
- United Kingdom and Ireland
- United States

A participant's Region will be determined based on the country provided upon registration of the individual participants and participant's team members. Participants' team Region will be assigned by the Sponsors in their sole discretion based on the countries provided by participants upon registration.

Global Challenge Grand Prize

The Global Challenge grand prizes will be awarded to one winner in each of the categories defined above under the “Challenge Round Prizes” section. Global Challenge grand prizes will be awarded as follows:

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Startup/ISV

- \$50,000 USD (Distributed by Call for Code LLC)
- Personalized IBM AI discussion with subject matter expert
- Assigned IBM mentor
- Solution implementation support from the Call for Code ecosystem

General Developer

- \$50,000 USD (Distributed by Call for Code LLC)
- Personalized IBM AI discussion with subject matter expert
- Meeting with IBM Executive team member
- Open source support from The Linux Foundation
- Solution implementation support from the Call for Code ecosystem

University

- \$50,000 USD (Distributed by Call for Code LLC)
- \$30,000 grant to team members’ educational institution (split between institutions, as applicable)
- Explore IBM job opportunities as further set forth below
- Assigned IBM mentor
- Open source support from The Linux Foundation
- Solution implementation support from the Call for Code ecosystem

Each member of the winning Global Challenge – University team will be invited to apply to IBM job opportunities. IBM will consider each application and will invite winning team members to interview for any roles they qualify for.

Eligibility

Only Submissions that won a Challenge Round Prize during the Challenge Round competitions are eligible for the Global Challenge grand prizes. Each eligible Submission will be judged in the same category for the Global Challenge – Startup/ISV, University or Developer – as it was in the applicable Challenge Round. All team members must continue to meet the eligibility criteria for their selected prize category during the judging for the Global Challenge.

PRIZE CONDITIONS:

All Prize details will be determined by the Sponsors in their sole discretion. The Sponsors reserve the right to substitute a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of any Prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner. If a Prize is unclaimed within a reasonable time

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after notification from the Sponsors, as determined by the Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible Entries at the Sponsors’ sole discretion. The Sponsors also reserve the right to create additional prizes for the Contest. Teams selected for a prize in the Global Challenge for one category described in this Agreement will be ineligible to be selected for a prize in any remaining categories.

Participant acknowledges that a goal of this Contest is to encourage the development of contributions which may be freely adopted by the community and deployed to the areas of greatest need, and that your Submission must be licensed under the Apache License, Version 2.0, which may be available at <https://www.apache.org/licenses/LICENSE-2.0>.

JUDGING:

A panel of judges will evaluate each Submission using a combination of judging criteria as described in this section. Notwithstanding the foregoing, the Sponsors may reject any Submission that does not satisfy the objective of the Event in the Sponsors’ discretion. Any such decision is final and not subject to appeal.

Each Submission will be scored in each Challenge Round based on the following criteria with a minimum score of 0 and maximum score of 20 points, with the final score being the average of the judges’ scores and an assessment of:

- Completeness and transferability (5 points)
- Effectiveness and efficiency (5 points)
- Design and usability (5 points)
- Creativity and innovation (5 points)

A Submission must receive a minimum score of 12.5 points for prize consideration.

Judges for each Challenge Round and the Global Challenge grand prize will be selected from a diverse set of subject matter experts in the fields of technology, sustainability and other appropriate areas.

The list of judges for the Global Challenge Grand Prize will be available at the Event Website (<https://callforcode.org/judges/>). Judges will be added throughout the duration of the challenge, including both subject matter experts and technology leaders. Judges are subject to change in the Sponsors’ sole discretion. A judge may elect to recuse him or herself from evaluating a Submission, or a Sponsor may require a judge to recuse him or herself from evaluating a Submission, if, in the judge’s or a Sponsor’s discretion, it would not be appropriate for the judge to evaluate a

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participant’s Submission because of a past or current relationship with the participant. Recusal decisions are final and not subject to appeal.

WINNER ANNOUNCEMENT AND VERIFICATION:

Potential winners will be announced shortly after the judging Rounds via E-Mail. The Sponsors may take any actions necessary to verify a team’s compliance with this Participation Agreement before awarding a Prize, including, without limitation, engaging a third-party vendor to evaluate the prototype software code and/or requiring a team to provide evidence of permission to use certain third-party materials. You understand and acknowledge that even though your team may be announced as a winner, if you as an individual, or your team’s compliance with this Participation Agreement cannot be verified to the satisfaction of the Sponsors, the Sponsors will select an alternate winner. If you or your team is chosen as a winner, you may be asked to sign additional agreements related to prizes, travel, taxes, or similar, as determined by the Sponsors.

IBM ACADEMIC INITIATIVE:

If all team members meet the eligibility requirements for the “University” category (as outlined in the “Eligibility”, “Challenge Round Prizes” and “Global Challenge Grand Prize” sections) and are Participants in the Call for Code Global Challenge or one or more Challenge Rounds, you are authorized to use the resources available through the IBM Academic Initiative program (ibm.com/academic) in association with your active participation during the 2023 Call for Code Global Challenge. Continued use or access to these resources beyond the original academic use or challenge submission for productive or entrepreneurial purposes requires a commercial license.

SUBMISSION REQUIREMENTS:

Your Submission must:

- a. Adhere to the terms of this Participation Agreement and the rules stated at the beginning of the Event;
- b. Disclose the organization your employer or other organization that you are affiliated with (such as a college or university), if any;
- c. Not breach the terms and conditions of any embedded software or services used by your Submission, including Sponsors APIs, which you accept separately from this Participation Agreement when you choose to use those APIs;
- d. Not contain any malicious code or backdoors;
- e. Not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by the Sponsors in their sole discretion);

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- f. Not contain, depict, or refer to any content which disparages or refers negatively to a Sponsors, the Event, or any other person or entity (all as determined by the Sponsors in their sole discretion); and
- g. Not contain any content that violates any law or any third party’s rights (including privacy, personality and intellectual property rights).

In addition, the following conditions apply to each Submission:

- h. All code developed as part of the "Call for Code" Contest must be fresh, meaning that the portion that is included in the main source code repository has been developed during the time period for the given Challenge Round and that all existing dependent libraries, including open-source projects, are equally available to all participants at the start of the Contest.
- i. All Submissions are required to make use of one or more IBM AI services to be eligible for Prizes. Submissions may also optionally use additional IBM Cloud services or other IBM technologies.
- j. Before the start of a "Call for Code" Challenge Round, participants are permitted to create wireframes, designs and user flows. However, all code must be written during the duration of the duration of the applicable "Call for Code" Challenge Round.
- k. You may use any coding languages or open-source libraries.

DISQUALIFICATIONS:

Your team’s Submission may be disqualified if Sponsors have reason to believe, in the Sponsors’ sole discretion, that your Submission (a) contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive; (b) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Submission; (c) infringes any third party intellectual property rights; (d) violates any applicable law or (e) violates or does not comply with any section of this Participation Agreement.

You and/or your entire team may be disqualified for any of the following actions, with or without warning, in Sponsors’ sole discretion: (i) verbal abuse of another participant or Event staff; (ii) inappropriate touching or harming of another participant or Event staff; (iii) breach of the this Participant Agreement or any other agreement entered into in connection with the Event; (iv) violation of or non-compliance with any section of this Participation Agreement; (v) if any of your team members fail to submit a properly executed Participation Agreement; or (vi) violating the spirit of the Event. If Sponsors have reason to believe that you or your team has compromised the integrity or the legitimate operation of this Event, or has attempted to compromise the integrity or the legitimate operation of this Event, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way,

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your If during the Event, any Event staff has reason to believe that your health is in danger, you may be required to discontinue your participation in the Event and asked to seek immediate medical assistance. Your teammates, if any, may continue participating in the Event if they so choose.

All disqualification decisions are final and not subject to appeal.

CODE OF CONDUCT:

Participants agree not to engage in behavior that is considered harassment or otherwise deemed unacceptable by the Sponsors in violation of this Code of Conduct at any time during the Call for Code Global Challenge and any related activities, events or contests. Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention.

Participants asked to stop any harassing behavior are expected to comply immediately. The Sponsors reserve the right to disqualify or otherwise bar from participation in the Contest any Participant who does not follow this Code of Conduct.

As this is a Hackathon Event, please be aware that the hacks created at our Event are equally subject to the anti-harassment policy.

The Sponsors is also subject to the anti-harassment policy. In particular, Sponsors should not use sexualized images, activities, or other material. Sponsors representatives (including volunteers) should not use sexualized clothing/uniforms/costumes, or otherwise create a sexualized environment.

VIDEO TAPING AND STILL PHOTOGRAPHY:

By participating in the Event, you agree to be photographed and videotaped by the Sponsors or their contractors without receiving compensation of any kind. You understand that the images and footage may be broadcast, displayed, reproduced, edited, exhibited, used and distributed by Sponsors over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue producing and/or any other purpose as the Sponsors determine in their sole and absolute discretion. This authorization explicitly includes the use of your name, likeness, and/or voice. You may opt out of being photographed and/or videotaped by informing Event staff upon check-in at the Event that you do not consent to be photographed or videotaped, or by approaching the photographers or videographers directly.

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ADDITIONAL TERMS:

The failure of Sponsors to comply with any provision of this Participation Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsors (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of this Participation Agreement. Sponsors assumes no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from downloading materials or software in connection with the Event. Sponsors are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Submission information; for errors in any promotional or marketing materials or in this Participation Agreement; for any human or electronic error; or for Submissions that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Sponsors reserve the right to cancel, modify, or suspend the Event or any element thereof (including, without limitation, this Participation Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Participation Agreement). In the event of cancellation, modification, or suspension, the Sponsors reserve the right to select winners in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension. The Sponsors may prohibit any entrant or potential entrant from participating in the Event, if such entrant or potential entrant shows a disregard for this Participation Agreement; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or a Sponsors’agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion.) IBM may share the personal information collected with IBM subsidiaries and third parties globally.

THE SPONSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE EVENT OR THESE EVENT RULES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS SPONSORS AND THEIR EMPLOYEES, OFFICERS, AFFILIATES, AGENTS, PARTNERS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THE EVENT RULES (B) ANY MISREPRESENTATION YOU MAKE UNDER THE EVENT RULES OR OTHERWISE TO SPONSORS; (C) YOUR PARTICIPATION IN THE EVENT; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

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I declare that I am at least eighteen (18) years old or the age of emancipation in the jurisdiction in which I am submitting this project, whichever is greater, and certify that I am eligible, as described in the Eligibility Section of this Participation Agreement, to participate in this Event.

SPONSORS ADDRESSES:

International Business Machines Corporation, New Orchard Road, Armonk, New York 10504

Call for Code, LLC., 1909 9th Street, Unit A, Boulder, CO 80302