

**Tech Challenge**  
Sponsored by  
HudsonAlpha Institute for Biotechnology

**Terms and Conditions of Attendance**

THE TECH CHALLENGE IS VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING, YOU AGREE TO THESE TERMS AND CONDITIONS.

**\$10.00 ENTRY FEE.** The Tech Challenge begins at 9 am CDT on Saturday, February 23 and ends at 4:30 PM CDT on Sunday, February 24, 2019. Judging and Awards will occur from 4:30 pm – 6:00 pm Sunday, February 24, 2019. (An optional Kickoff meet and greet will occur on Friday, February 22 from 4:30 pm - 7:00 pm, and attendance is encouraged in order to complete registration.)

**ELIGIBILITY:**

The Tech Challenge is open to individuals who are at least sixteen (16) years old and (i) registered as student at a high school, or (ii) registered as college student for the Fall term at a university or junior college in the United States and who are not faculty at those institutions, or (iii) any other adult (“Participant”). Any Participant below the age of nineteen (19) must also have their parent or legal guardian sign all registration and other participation documents, in addition to the signature by the Participant.

Employees of Sponsors and their respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating companies, individuals providing services to Sponsors during the Tech Challenge period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Tech Challenge.

Participation in the Tech Challenge constitutes Participant’s and parent or legal guardian’s full and unconditional agreement to and acceptance of these Terms and Conditions (“Terms”). The term “you” refers to you, the “Participant”.

**RULES:**

Rules regarding Participation and Entries, Tech Challenge Code of Conduct, Judging, Ownership of Entries, and Prizes and/or Awards will be provided to Participants at the Kickoff ‘meet and greet’ or just prior to the beginning of the Tech Challenge period.

**YOUR PARTICIPATION:**

You can participate either as part of a team of three (3) people or on an individual basis. Switching teams is not allowed. Sponsors are not responsible for, and will not assist in resolving, any disputes between team members. To participate, you must attend at the HudsonAlpha Institute for Biotechnology at 601 Genome Way, Huntsville, Alabama on February 22 through February 24, 2019. You must make your own travel and accommodation arrangements and cover all associated costs and expenses. You as a Participant will generally be required to do the following (to be more specifically stated closer to the Challenge):

- Attempt to solve technology challenges through innovation and creativity (the “Entry”).

- A team may only submit one Entry. Individual Participants may only submit one Entry. Incomplete Entries may be disqualified.
- Each Participant must supply his/her own laptop to participate.

#### OWNERSHIP OF ENTRIES:

Participant represents and warrants that the Entry is and will be Participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights or trademarks. Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against the Sponsors, or any other person, on the grounds that any use of a Participant's Entry, infringes any of Participant's rights as creator of the Entry, including, without limitation, trademark rights, copyrights and moral rights or "droit moral."

#### PUBLICITY:

by participating in the Tech Challenge, Participant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsors' newsletters, Sponsors' website and any of the Sponsors' social media accounts or outlets without additional compensation. Participants will be required to sign and return a publicity and liability release prior to participation.

#### INDEMNITY:

You agree to release, indemnify, defend and hold Sponsors and their affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion companies, and assigns, and any other organizations related to the Tech Challenge, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Tech Challenge or acceptance or use of a prize or award, including without limitation (i) any condition caused by events beyond Sponsors' control that may cause the Tech Challenge to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize or award, or from participation in the Tech Challenge; (v) any printing or typographical errors in any materials associated with the Tech Challenge; technical errors that may impair your ability to participate in the Tech Challenge; or (vi) errors in the administration of the Tech Challenge.

#### DISCLAIMER:

IN NO EVENT WILL SPONSORS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE TECH CHALLENGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

#### GENERAL:

The Tech Challenge may be subject to federal, state, and local laws and regulations. The Tech Challenge is offered by Sponsors, which are not responsible for (i) late, lost, damaged, incomplete, or misdirected

Entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend the Tech Challenge in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Tech Challenge is compromised, without liability to the Participants. Sponsors reserve the right to disqualify any Participant, as determined by Sponsors, in their sole discretion. These Terms are governed by the law of the State of Alabama, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Tech Challenge or the Terms must be brought in either the federal or state courts located in Huntsville, Alabama. Sponsors' failure to enforce any term of these Terms shall not constitute a waiver of that provision.