

TERMS AND CONDITIONS

OFFICIAL RULES:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY PRIOR TO ENTRY

By entering the California Department of General Services' and California Government Operations Agency's 25K Find a New Way: Green Gov Challenge (the "Contest"), you agree that your participation will be governed by, and you shall abide by, all of the following terms and conditions (the "Terms and Conditions") outlined herein below:

Sponsors: Department of General Services and the California Government Operations Agency

Applicant: Contest Participant/Entrant or Team and Team Representative

1. Background and Goal:

As part of the implementation of AB 2138 (2014- Gatto), which was codified in Government Code Section 12045, the California Department of Alcoholic Beverage Control, the California Department of Transportation, and the California Department of General Services will be implementing three innovation contests in accordance with standards established by each state agency. The Innovation Contest winner will have been deemed contribute to the efficiency, economy, or other improvement in the operations of the state agency, including but not limited to, streamlining an existing process or system of the state agency of the design of a feedback system for the state agency. Each agency will award up to \$25,000 for \$75,000 in total awards to the contest winners whose entries have the highest likelihood of being adopted and placed in effect by the end of 2015.

A. Goal of Department of General Services' Innovation Contest:

The goal of the Department of General Services' Innovation Contest is to use data in the pilot Statewide Open Data Portal [*Registered Contestants will be contacted when the portal goes live*] to develop data tools and visualizations that help the public and decision makers fulfill the state's sustainability goals and provide more informed decisions.

2. Eligibility:

The Contest is open to residents of the state of California and individuals who are 18 years of age or older as of the date of entry. Pursuant to California Government Code Section 12045, individuals employed by the state of California are not eligible to enter.

3. Entries by Teams:

Entries may be submitted either by individuals or by groups of no more than 6 individuals (each a “Team”). If an entry will be submitted by a Team, each member of the Team must satisfy the eligibility requirements set forth above. Each Team must designate a single member of the Team who will serve as the Team’s sole representative for communications and all other purposes in connection with the Contest (the “Team Leader”). All agreements, consents, representations and warranties made or given by a Team Leader herein or otherwise in connection with the Contest will be binding upon all members of the pertinent Team as if made by each such member.

4. Contest Period:

The registration period for 25K Find a New Way Contest: GreenGov Challenge begins at 12:00 a.m. Pacific Daylight Time (PDT) on September 1st. All registered contestants and at least one team representative must participate in the Code-a-thon in October. The winners will receive the award money in before January 2016.

5. How to Enter:

Registration and Participation is FREE. Register in the contest website: FindANewWay.ca.gov under DGS GreenGov Challenge

6. Contest Guidelines:

At the contest, each individual or Team that submits a Submission (each an “Applicant”) must retain a copy of the Submission. Sponsors are not responsible for, and each Applicant specifically releases Sponsors from any claims or liability relating to, any loss or damage to the Applicant’s Submission.

All Submissions must comply with the following Content Restrictions:

- 1) The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, copyright, trademark, patent, or intellectual property- or property- related rights; The Submission must not contain footage, images or artwork not created by entrant; The Submission must not contain material that is inappropriate, indecent, obscene hateful, defamatory, slanderous or libelous; The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age. The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- 2) By entering, each Applicant represents and warrants that

- a) the Applicant's Submission and all components thereof, including all ideas, creative elements and any other materials and information contained in the Submission are wholly original with the Applicant,
 - b) no person or entity has collaborated with Applicant in creating the Submission, provided any material or information for inclusion in the Submission, or has any ownership rights in and to the Submission or any component thereof (note: an Applicant that is a Team warrants and represents that no person who is not a Team member collaborated with the Applicant, provided any material or information, or has any ownership rights in and to the Submission)
 - c) Applicant has the exclusive, unconditional right and authority to submit the Submission and to grant the rights set forth herein, and
 - d) The Applicant's Submission complies with these Official Rules in full.
Submissions must not contain any material that Sponsors, in their sole discretion, deem inappropriate for public viewing and/or determine is contrary to its mission or reputation. Sponsors reserve the right in their individual discretion to disqualify and/or not accept any Submission that Sponsors determine does not or is likely not to comply with these guidelines, to make such changes to any Submission as are necessary to make it compliant, or to require the Applicant to do so.
- 3) The source code for all contest submissions shall be published in a public repository on github.com on the day of judgment and include the MIT License for open source software:

The MIT License (MIT)

Copyright (c) [year] [fullname]

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

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7. Judging:

The judging of the Contest will proceed as follows:

A panel of judges comprised of Sponsors' designees and other leaders will review all Submissions to identify those that are complete and otherwise appear preliminarily to satisfy the entry requirements set forth herein. Submissions that appear preliminarily to be complete and to satisfy the entry requirements will be judged based on the Judging Criteria found in the contest website. These entrants will be called qualified ("Qualified Entrant"). A jury of judges comprised both of Sponsors' designees and industry leaders selected by Sponsors will score all submissions that qualified, based on the Judging Criteria.

8. Winner Notification and Verification for the Contest:

Sponsors will notify the potential Winners on the day of the contest. In order to qualify as a Winner, each Applicant (in the event of a Team, at least one member of the Team) must be present their submission to the Judges on the date and time specified, and must be willing to engage with the state agency up to a month after the contest to brainstorm and determine needs for implementation.

9. Awards:

(a) General Terms and Conditions: All income taxes and any other applicable taxes on each award are the sole responsibility of the recipient. An IRS form 1099 will be issued, if required by law. Awards consist only of items expressly specified herein. Any costs or expenses associated with the acceptance or use of any award (including, without limitation, additional transportation, meals, gratuities and incidentals) are the responsibility of the recipient. No substitution, cash redemption or transfer of right to receive any award will be allowed.

(b) The winning projects will be rewarded as follows:

- First Place Winner - \$10,000
- Second Place Winner \$7,500
- Third Place Winner \$5,000
- People's Choice - \$2,500

(c) Award Distribution: The total monetary award amount consists of US \$25,000.00, awarded in the form of checks or another payment method selected by Sponsors on or before January 1, 2016. In the event that the Award Winner is a Team, the Team Leader shall receive and be solely responsible for the Award

on behalf of the Team unless all members of the participating team agree to distribution of funds to each individual member separately. Sponsors will have no responsibility for allocation of funds received as part of the Award among Team members.

10. Grant of Rights:

By entering, each Applicant grants to Sponsors and their designees the irrevocable, royalty-free right to publish, disseminate and use the Applicant's name, likeness and biographical information (and in the event of a Team, the name, likeness and biographical information of each member of said Team) without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of the Competition and the promotion of Sponsors and its activities.

In addition, by entering, each Applicant grants to Sponsors and their designees a nonexclusive, irrevocable, royalty-free license to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, information about the Submission and the Project and all non-proprietary components thereof, including without limitation posting information about the Submission and/or the Project on the Site (or such other Sponsor designated on-line environment), in connection with the execution and promotion of the Contest and the promotion of Sponsors and their activities, without further notice or compensation.

The parties intend that the Submission to be a work made for hire, as defined under United States copyright and related laws. Each Applicant acknowledges and agrees that the Submission (and all rights therein, including copyright privileges) belongs to and shall be the sole and exclusive property of Sponsors. Each Applicant acknowledges and agrees that the Submission belongs to the Sponsors and their designees for use in whatever manner they deem fit, in their sole discretion. Sponsors shall have the sole and exclusive right to perfect any intellectual property rights, including obtaining any and all copyrights, patents, or trademarks. In the event that the Submission is not considered a work made for hire, each Applicant does hereby sell, assign, and transfer to the Sponsors and their designees, the entire right, title, and interest in the Submission, including but not limited to all copyrights and any related registrations and copyright applications, renewals and extensions, and in all works based upon, derived from, or incorporating the Submission, throughout the world.

11. Disputes:

These Terms and Conditions shall be governed by and interpreted under the laws of the State of CA without regard to conflicts of laws provisions. Applicant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in

connection with the Competition or these Terms and Conditions shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in Sacramento, California. By entering, each Applicant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

12. Representations & Warranties:

Applicant represents and warrants that he/she: (a) has the right to make a Submission as contemplated hereunder without the need of any consent of any third party; (b) Will abide by these Terms and Conditions and all applicable laws and regulations; (c) If Applicant is a Team Leader, that Applicant has the full right and authority to make the Submission and to agree to accept and abide by these Terms and Conditions on behalf of the Team, and that each Team member will abide by these Terms and Conditions; and (d) Applicant is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict making a Submission or becoming a Winner.

13. Indemnity:

By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) agrees to indemnify, hold harmless and defend sponsors, affiliates, subsidiaries, successors and assigns, and each of their trustees, officers, employees and agents (all of the foregoing, the "Sponsor Parties"), from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation, any use by Sponsors Parties of the Applicant's Submission and/or the exercise by Sponsor of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Submission, Sponsors shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any award.

14. DISCLAIMER:

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ANY OF THE SPONSOR PARTIES BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SPONSOR PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Release of Claims:

By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) releases each of the Sponsor Parties from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation in this competition, any use by Sponsors of the Applicant's Submission and/or the exercise by Sponsors of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission and claims for injury, loss or damage of any kind resulting from the Applicant's participation in this competition or acceptance or use of any award.

16. Limitation on Exploitation of Materials:

Each Applicant acknowledges that each of the Sponsor Parties may have engaged and continue to engage in the development, production, acquisition and dissemination of materials that may be similar or identical to the Applicant's Project or Submission. The Sponsor Parties may use information about the Applicant's Project or Submission in whole or in part, without any payment or other obligation whatsoever to the Applicant, if the Applicant's Project or Submission (a) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (b) has been made public by anyone at the time of its submission to Sponsors or otherwise is in the public domain, (c) would be freely usable by a third person if it had not been accepted as a Submission, or (d) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that has been independently created by either Sponsor or any third party. Acceptance by Sponsors of a Submission is not an admission by Sponsors of the novelty or originality of the Submission.

17. General Terms:

All federal, state and local laws and regulations apply. Sponsors reserve the right at their sole discretion to disqualify any individual who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of Sponsors, and/or to cancel, modify or suspend this competition should entrant fraud or misconduct or other causes beyond the control of Sponsors corrupt the administration, integrity, security or proper operation of the competition. Without limitation of the foregoing, Sponsors reserve the right to terminate, modify or suspend this competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality

or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. Sponsors are not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, mis-delivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof.

Caution: Any attempt by an entrant to deliberately damage any Web site or undermine the legitimate operation of the competition is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such entrant to the fullest extent of the law. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the competition, or in the announcement of the award.

These Terms and Conditions set forth the entire agreement and understanding between Sponsors and Applicant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, Sponsors reserve the right, in their sole discretion, at any future time to terminate, modify or suspend the competition for any reason, in Sponsor's sole discretion. All notices shall be in writing and shall be delivered to Applicant in accordance with instructions contained herein. Applicant shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Sponsor's failure to enforce any Terms of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Sections of these Terms and Conditions are for convenience only and shall not be given any legal effect. The word "including" is used in these Terms and Conditions to mean "including but not limited to." If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall continue in full force and effect.