

MODO IDEATHON™ STUDENT TERMS – CYPRESS COLLEGE

THIS EVENT IS INTENDED FOR LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND ONLY THOSE AT THE PARTICIPATING INSTITUTION. VOID WHERE PROHIBITED. DO NOT ENTER UNLESS YOU MEET THE ELIGIBILITY CRITERIA AND ARE LOCATED IN THE UNITED STATES AND ENROLLED AT THE APPLICABLE INSTITUTION AT THE TIME OF ENTRY.

NO PURCHASE NECESSARY TO ENTER OR WIN.

The Modo Ideathon™ (“Event”) is a contest sponsored by Modo Labs, Inc. and your institution, alongside with local sponsors (collectively “Sponsors”). This Event is an opportunity for you as a member of your institution to create an original and novel app (“App”) using Modo’s existing platform (“Platform”) that enhances campus and/or student life at your institution, either as an individual or as a team containing a maximum of 5 members. The Apps developed and submitted by participants (“Participants”) will be evaluated by a panel of judges, who will award rewards to Participants based on the Event criteria and their discretion. More information on your institution’s Event can be found online at: [<http://innovate.cypresscollege.edu/networking.html>] (“Website”).

1) **BINDING AGREEMENT:** In order to enter the Event, you must agree to these Official Terms (“Terms”). Therefore, please read these Terms prior to participation to ensure you understand and agree. You agree that creation and/or submission of an App in the Event constitutes agreement to these Terms. You may not submit an App in the Event and are not eligible to receive the rewards described in these Terms unless you agree to these Terms. These Terms form a binding legal agreement between you and the Sponsors with respect to the Event.

2) **ELIGIBILITY:** To be eligible to enter the Event, you must be: (1) an undergraduate or graduate student currently enrolled in any degree at the participating institution at the time of the Event; and (2) not competing on more than one team. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to participate in the Event and potentially receive any prizes.

3) **EVENT PERIOD:** The Event begins at 5:00PM PT at Business Building 1st floor “Innovation Hub” Room 107 on Friday, April 12th 2019 and ends at 8:00PM PT on Saturday, April 13th 2019 (“Event Period”). The Sponsors may extend the Event Period in their sole discretion.

Each Participant will have access to the Platform a limited number of days prior to the start of the Event Period, for the purpose of learning and understanding how to utilize the Platform. Any work created using the Platform prior to the Event will be destroyed before the Event begins, so as not to provide any Participant an unequal amount of time to create the App they submit for the Event.

4) **HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter the Event, a Participant or team must complete and submit a submission (“Submission”) to the Event Organizer prior to the Event Period by visiting the Website. All apps must be submitted during the Event Period; detailed information regarding when completed Apps will be presented by teams and judged will be provided at the beginning of the Event Period, if not prior. Each App must meet the

“Submission Requirements,” described below.

Entrants are entirely responsible for all costs and fees associated with entrant’s participation in the Event, including (but not limited to) transportation, accommodation and living costs. Submissions are void if they are in whole or part illegible, non-functional, counterfeit, obtained through fraud, late, or created without following all the Terms specified in these Terms.

SUBMISSION REQUIREMENTS: The Submission must meet the following criteria to be considered for inclusion in the Event:

- Includes documentation that details (1) the Event theme selected by the Participant or team, (2) a specific challenge or problem within the chosen theme that the App will address; (3) the App idea or solution to address the specific challenge or problem; (4) the user population of the institution that will be impacted by the solution; and (5) brainstorming of features and/or resources that will be provided by the solution.
- Be related to addressing a challenge on campus and/or improving campus life.
- Be selected by the Event Organizer and Sponsors (the participant and/or team will be notified).
- Be an unreported and original work, which has not been shared or partially shared with anyone else or submitted in any other contests.
- Be presented at the end of the Event at your institution for judging against the Judging Criteria detailed below.
- 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.
- Be authored or created wholly by you (and/or your team).
- Only utilizes images, video, text and other licensable content in my App that are 1) licensed for free reuse (including but not limited to Creative Commons), 2) approved for use by my institution in my App, or 3) were created by myself and/or my Team and can be shared and reused by the Sponsors without my prior knowledge or approval.

Acceptance by Sponsor of an App is not an admission by Sponsor of the novelty or originality of the App.

Prior to the Event Period, the Event Organizer, its agents, and/or the Judges (defined below) will be evaluating each Submission to ensure that it meets the Submission Requirements. The Event Organizer reserves the right, in its sole discretion, to disqualify any entrant who submits an App that does not meet the Submission Requirements.

5) **JUDGING:** Each App will be judged by a panel of experts appointed by the Event Organizer (“Judges”). Judges will evaluate each App based upon the Judging Criteria detailed below to determine whether it qualifies for a reward.

Selection and award decisions shall not be subject to legal challenge. The decisions rendered by the Event Judges shall be final and binding, and Participants are not entitled to any justification for these decisions.

6) **JUDGING CRITERIA:** All App submissions will be judged by application of their App against

the judging criteria (“Judging Criteria”):

- **Challenge**
 - The pain-point or issue being addressed by the App is described clearly
 - The effectiveness: The App presented addresses the pain-point or issue described
- **Execution**
 - The App’s ease of use
 - The App level of design and finish
 - The alignment of the App’s functionality, resources and features with the chosen category
 - The feasibility that the institution could incorporate it into their campus mobile app
- **Innovation**
 - The originality of the App’s idea and execution
 - The marketability of the App, both on its own and as a component of the campus mobile app
 - The scalability of the App to address the needs of a defined percentage of the campus population

The overall winning App from each institution’s Event will be selected to represent the institution at a national Event held by Modo Labs, Inc. at their national conference in June 2019. These Apps will be judged against the same Judging Criteria by a panel of Judges selected by Modo Labs, Inc. The winner will be announced during the national Event.

The Participant or team whose App is the overall winner from an institution will be granted additional time to continue developing their App prior to the national Event. In addition, the Participant or team will be required to create a 2-minute to 3-minute video highlighting the App. Detailed instructions will be provided to the winning Participants and/or teams.

Each Participant or team whose App is represented at the national Event will be expected to attend the announcement of the awarding of the National Prize (see “National Prize” below), either in person, or remotely using video conferencing technology selected by Modo Labs, Inc. Modo Labs, the Event Organizer and Sponsors are not responsible for any resources required or costs incurred by the Participant or team to attend the awarding of the National Prize in Cambridge, MA.

7) PRIZES: Prizes (“Prizes”) for eligible submissions will be awarded to eligible Apps by the Judges. Information on the quantity and value of Prizes that can be awarded for the Event are available at the Website.

In addition to any Prizes awarded at the institution’s Event, a USD \$10,000 cash Prize (“National Prize”) will be awarded by Modo Labs, Inc. to the best overall App at Modo Labs’ national conference in June 2019 in Cambridge, MA.

Modo Labs, Inc., the Event Organizer and Sponsors reserve the right to change the structure or value

of the Prizes without advance notice.

Odds of winning any Prize depend on the number of eligible Apps submitted during the Event Period, the number of institutions participating in the Event (in the case of the National Prize), and evaluation by the Judges of all eligible submitted Apps against the Judging Criteria. No transfer, substitution or cash equivalent for rewards is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a reward, in whole or in part, of equal or greater monetary value if a reward cannot be awarded, in whole or in part, as described for any reason.

If a potential Prize recipient is disqualified for any reason, the Prize allocated to that recipient will be returned to the total Prize pool; redistribution of this prize to another submission is solely at the discretion of the Judges, Sponsors, and Event Organizer. All Prize recipients will be notified during the Event Period, and all Prize recipients must be present at their institution to receive the reward, unless a recipient's absence has been previously approved prior to the awarding of the Prize. Determinations of judges are final and binding.

Apart from any Prizes awarded by the Sponsors as part of the Event, Participants will not receive any compensation from Sponsors in connection with any App submitted in connection to the Event.

8) TAXES: PAYMENTS TO POTENTIAL REWARD RECIPIENTS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO THE EVENT ORGANIZER ALL DOCUMENTATION REQUESTED BY THE EVENT ORGANIZER TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL, AND FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL REWARDS WILL BE NET OF ANY TAXES THE EVENT ORGANIZER IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON REWARDS ARE THE SOLE RESPONSIBILITY OF THE REWARD RECIPIENTS.

In order to receive a reward, potential reward recipients must submit all tax documentation requested by the Event Organizer or otherwise required by applicable law, to the Event Organizer or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential recipient's country of residence. The potential reward recipients are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential reward recipient fails to provide such documentation or comply with such laws, the Prize may be forfeited and the Event Organizer may, in its sole discretion, return the Prize to the total prize pool.

9) GENERAL CONDITIONS: All federal, state, provincial and local laws and regulations apply. The Event Organizer reserves the right to disqualify any entrant from the Event if, in the Event Organizer's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Event by cheating, deception, or other unfair playing practices or annoyances, abuses, threatens or harasses any other entrants, the Event Organizer, or the Judges.

10) INTELLECTUAL PROPERTY RIGHTS: All Apps created during the Event will be a configuration and extension of an existing Modo Labs platform and framework ("Platform") which is exclusively owned by Modo Labs, Inc. The Platform provides the underlying mobile runtime

engine, app configuration, data integration and content creation tools that will help Participants make and support their App. I acknowledge and agree that no rights to the Platform are provided to me by virtue of my participation in the Event.

As between the Event Organizer and the Participant, the Participant or team retains ownership of all intellectual and industrial property rights (including moral rights) in and to the submission. By submitting an App to the Event, the Participant warrants and represents that he or she owns all of the intellectual and industrial property rights in and to the submission (except as noted for media and other licensable content in SUBMISSION REQUIREMENTS above). As a condition of submission, Participant grants the institution, the Event Organizer, Sponsors, and its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the submission (1) for the purposes of allowing the Event Organizer, Sponsors, and the Judges to evaluate the submission and striving to make the Event successful, (2) for use of the submission to improve the Event Organizer and Sponsor's products, services, and systems, (3) for temporary or permanent inclusion of the submission by the institution in the institution's mobile app, and (4) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, video, and embed the App submission as part of another mobile app.

All entrants agree not to instigate, support, participate in, 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 App, concepts or ideas, infringes any of Participant's rights as creator of the App, including, without limitation, trademark rights, copyrights and moral rights.

11) PRIVACY: Participant acknowledges and agrees that the Event Organizer may collect, store, share and otherwise use personally identifiable information provided during the registration process and the Event, including, but not limited to, name, mailing address, phone number, and email address. The Event Organizer will use this information for administering the Event and verifying Participant's identity. The mailing address, telephone number, and email address may be used in the event an App qualifies for a Prize. Participant's information may also be transferred to countries outside the country of Participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of participant's residence.

If a Participant does not provide the mandatory data required at registration, the Event Organizer reserves the right to disqualify the App.

Participant has the right to request access, review, rectification or deletion of any personal data held by the Event Organizer in connection with the Contest by writing to the Event Organizer at this email address: ideathon@modolabs.com.

12) PUBLICITY: By participating in the Event, even if a participant's App is not awarded a Prize, the entrant agrees that the institution, Event Organizers, Sponsors, and its agencies use his or her name and/or likeness, photographs (including those taken during the Event), and assets related to the App, including screenshots and descriptions of the App's purpose and use, for purposes of advertising the Event or the Apps created during the Event, without additional compensation, unless

prohibited by law.

13) **WARRANTY:** Participants warrant that their submissions are their own original work and, as such, they are either the sole and exclusive owner and rights holder of the submitted App, or that they have obtained all necessary permissions to incorporate work that is not their own into their submission, and that they have the right to submit the App in the Event and grant all required licenses. Each Participant agrees not to submit any App that (1) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state, federal, provincial or local law.

14) **ELIMINATION:** Any false information provided within the context of the Event by any entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Terms or the like may result in the immediate elimination of the entrant from the Event.

15) **INTERNET:** Sponsor is not responsible for any malfunction of the entire Event site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed submissions or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Event site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit a participant's ability to participate.

16) **RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Event is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, power or facility issues, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Event, the Event Organizer reserves the right at its sole discretion to cancel, terminate, modify or suspend the Event.

17) **NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an App into the Event, the awarding of a Prize, or anything in these Terms be construed as an offer or contract of employment with either the institution, the Event Organizer, the Sponsors, or any other Event entities. You acknowledge that you have submitted your App 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 and the Event Organizer or any other Event entities other than that of a student at the institution and that no such relationship is established by your submission of an App under these Terms.

18) **RELEASE:** By participating in the Event, the Participant releases Event Organizer and Sponsors from any and all claims, damages or liabilities arising from or in any way relating to such entrant's participation in the Event. By accepting a prize in the Event, winners agree that the Event Organizer and Sponsors shall not be liable for any loss or injury resulting from or in any way related

to participation in the Event, acceptance or use of any prize.

ACKNOWLEDGEMENT OF TERMS AND AGREEMENT

I have read, acknowledge and agree to all the Terms set forth above.

Signature _____

Name _____

Date _____

If you are under the age of 18, you must have the consent of your parent or guardian to participate in this Event and potentially receive a Prize.

I am the parent or guardian of _____ and hereby consent to the participation of _____ in the contest and agree to the Terms.

Signature _____

Name _____

Date _____