



U.S. DEPARTMENT OF EDUCATION  
EDSIM CHALLENGE

## RULES, TERMS AND CONDITIONS

### CHALLENGE DESCRIPTION

The U.S. Department of Education calls for concepts for immersive simulations that transfer academic, technical, and employability skills. Successful simulations will pair the engagement of commercial games with rigorous educational content to prepare students for the 21st century workforce.

**These Official Rules, Terms & Conditions apply to the EdSim Challenge. Please read these Rules, Terms & Conditions carefully before submitting to the EdSim Challenge. The Federal Register posting (<https://www.federalregister.gov/documents/2016/11/02/2016-26262/announcement-of-requirements-and-registration-for-the-edsim-challenge>) is the governing document for the EdSim Challenge, please read for additional details.**

The Challenge will be conducted by the U.S. Department of Education. Luminary Labs, L.L.C. (Luminary Labs) has been contracted by the Department to assist and support the Department in organizing and managing this competition. Activities conducted by Luminary Labs may also include providing technical assistance to potential entrants, entrants, and finalists.

The Challenge will be conducted in four phases: (1) Challenge launch and the first round submission phase; (2) Judging of first round submissions and selection of finalists; (3) Virtual Accelerator Phase (inclusive of finalist mentorship, Innovator's Boot Camp, second round submissions, and Demonstration Day); and (4) Final judging and selection of winner(s).

Up to five finalists will be selected from the open submission pool. The total prize pool for the Challenge is \$680,000. From the \$680,000 Challenge prize pool funds, up to five finalists will be awarded \$50,000 each following the judging of the first round submissions. Finalists will improve upon and revise their submissions during the Virtual Accelerator Phase. At the conclusion of the Virtual Accelerator Phase, finalists must submit a

second round submission and present their submissions on Demonstration Day. After Demonstration Day, a judging panel will provide recommendations to the Department on the selection of one or more winners from the pool of finalists to receive the remainder of the prize money.

## **VIRTUAL ACCELERATOR DESCRIPTION**

The Virtual Accelerator Phase begins on the date finalists are announced and concludes on Demonstration Day,[1] which is the day when finalists present their second round submissions to the judging panel. During this phase, the finalists will revise and improve upon their in preparation for Demonstration Day. On Demonstration Day, the finalists will be required to present their concept and demonstrate a final prototype.

## **GENERAL ELEMENTS OF THE VIRTUAL ACCELERATOR PHASE**

1. Mentorship: Finalists will have access to subject matter experts (“SMEs”) who will act throughout the Virtual Accelerator as mentors, helping the finalists to iterate and improve their submissions.
2. Finalists will be required to participate in the Innovator’s Boot Camp. The Innovator’s Boot Camp will either be a live event in the greater New York City metropolitan area, or a virtual event. Finalists will be required to cover their own expenses to attend the Innovator’s Boot Camp and may use their prize money for this purpose. The Innovator’s Boot Camp is expected to be conducted over a three-day period. Finalists will receive guidance through teaching modules, which may include hands-on activities, with SMEs and Luminary Labs, LLC (Luminary Labs) staff. While the agenda has yet to be finalized, major themes will likely include user testing and interface development along with instructions on how to best revise and improve finalists’ submissions, potentially including various design and innovation methodologies that would improve access to CTE programs for everyone, including individuals with disabilities.
3. Demo Day Presentation Support: After the Innovator’s Boot Camp and prior to Demo Day, all finalists will have the opportunity to practice their presentations and receive feedback from Luminary Labs on how to improve their Demo Day presentations.

Following Demonstration Day, a judging panel will provide recommendations to the Department on the selection of one or more winners from the pool of finalists to receive the remainder of the prize money.

## **ELIGIBILITY**

Eligible entrants must be:

- Individuals at least 18 years of age and a citizen or permanent resident of the United States (defined as The 50 States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the outlying areas of the United States Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Republic of Palau);
- Teams of individuals that (i) Are all at least 18 years of age, (ii) Include at least one citizen or permanent resident of the United States, and (iii) May also include foreign citizens who affirm at the time of submission of an entry for the Challenge that they are foreign citizens, who are not permanent residents; or
- An entity registered or incorporated in accordance with applicable State and local laws, and maintaining a primary place of business in the United States. The entity may include foreign citizens participating as employees of the entity.

Ineligible entrants include:

- A foreign citizen unless participating as part of an eligible team or entity;
- A Federal entity;
- A Federal employee acting within the scope of his or her employment; and
- All employees of ED, Luminary Labs, Challenge sponsors, and/or any other individual or entity associated with the development or administration of the Challenge, as well as members of such persons' immediate families (spouses, children, siblings, parents), and persons living in the same household as such persons, whether or not related.

Entrants must:

- Register on the Luminary Lightbox™ platform (see Additional Terms that are Part of the Official Rules, Terms & Conditions);
- Enter a submission on edsimchallenge.com, ("the Challenge website") according to these Official Rules, Terms & Conditions;

- Comply with all requirements;
- Provide affirmation upon submission of an entry for the Challenge that an entrant is eligible according to these Official Rules, Terms & Conditions. If selected as a finalist, entrants must provide documentation to demonstrate their eligibility at that time; and

Agree to:

- Assume any and all risks and waive claims against the Federal government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from their participation in the Challenge, whether the injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arises through negligence or otherwise.
- Indemnify the Federal government against third party claims for damages arising from, or related to, competition, patents, copyrights, and trademark infringements; and
- Comply with and abide by these Official Rules, Terms & Conditions and the decisions of ED, which shall be final and binding in all respects.

Entrants are not required to obtain liability insurance or demonstrate financial responsibility in order to participate in the Challenge.

## **PRIZES**

The total prize pool for the Challenge is \$680,000. From the \$680,000 Challenge prize pool funds, up to five finalists will be awarded \$50,000 each following the judging of the first round submissions. Finalists will improve upon and revise their submissions during the Virtual Accelerator Phase. At the conclusion of the Virtual Accelerator Phase, finalists must submit a second round submission and present their submissions on Demonstration Day. After Demonstration Day, a judging panel will provide recommendations to the Department on the selection of one or more winners from the pool of finalists to receive the remainder of the prize money.

Prizes awarded under this competition will be paid by electronic funds transfer. Winners are responsible for any applicable local, State, and Federal taxes and reporting that may be required under applicable tax laws.

## FINALIST AND WINNER SELECTION CRITERIA

Based on their individual expertise, judges will recommend up to five finalists to be selected by ED from the pool of eligible entries. Once ED has selected a group of finalists based on the recommendations of the judges consistent with the selection criteria, the finalists will then refine their submissions during the Virtual Accelerator phase and present their submissions on Demo Day.

### Finalist Selection Criteria

Entries will be scored by the judges based on the quality of each entry according to the criteria below. Each of the following five selection criteria may be assigned up to 20 points during the judging of open submissions in order to select finalists (for a total of up to 100 points):

Each of the following five selection criteria may be assigned up to five points during

the judging of first round submissions in order to select finalists (for a total of up to 25 points).

The following criteria will be used to select the finalists:

- **Learning Outcomes.** The extent to which the submission contains (1) clearly defined academic, technical, and employability skill-learning objectives; (2) a comprehensive description of the desired change or improvement in the user's knowledge and skills; and (3) an efficient mechanism to provide feedback to the user and instructor with respect to progress toward achievement of the learning outcomes.
- **Engagement.** The extent to which the submission describes an engaging user experience that is on par with commercially available entertainment games.
- **Commitment.** The extent that the submission demonstrates an appropriate level of commitment and ability of the entrant to move from concept to playable prototype within the timeline of the Challenge.
- **Implementation Strategy.** The extent to which the submission considers the implementation challenges that schools face, such as cost and potential technological constraints, including how to integrate with existing and future technology.
- **Scalability and Expansion.** The extent to which the submission demonstrates the scalability of the simulation, including its potential to connect with other simulations, as well as set the stage for a more competitive and robust marketplace for educational simulations.

## Winner Selection Criteria

When judging the finalist submissions, including a prototype, judges will recommend to the Department the winner(s) from the pool of the finalists. Each of the following six selection criteria may be assigned up to five points during the selection of the winner(s) (for a total of up to 30 points). The following criteria will be used to select the winner(s):

- **Learning Outcomes.** The extent to which the simulation prototype (1) contains clearly defined academic, technical, and employability learning objectives; (2) spurs change or improvement in the user's knowledge and skills; and (3) provides data to the user and instructor with respect to progress toward achievement of the learning outcomes.
- **Engagement – User Experience.** The extent to which the simulation prototype demonstrates an engaging user experience on par with commercially available entertainment games.
- **Engagement – User Interface.** The extent to which the simulation prototype exhibits a thoughtful user interface design on par with commercially available entertainment games.
- **Commitment.** The extent to which the submission: (1) demonstrates the entrant's evolution and improvement of the concept; and (2) illustrates the entrant's ability and intention to improve upon and scale the simulation beyond the Challenge timeframe.
- **Implementation Strategy.** The extent to which the submission describes a detailed plan for implementation that takes into account potential barriers such as cost and technological constraints, including integration with existing and future technology, and proposes potential solutions to overcome such barriers.
- **Long-term Vision.** The extent to which the submission: (1) demonstrates a plan for encouraging collaboration among the developer community, including making aspects of the solution available through open source licenses; and (2) Provides a vision of how the entrant's plan will stimulate the broader educational simulation market.

The evaluation criteria are to be applied in the sole discretion of ED and the individual judges and are subject to modification by ED. By participating in the Challenge, each entrant into the Challenge acknowledges and agrees that such evaluations may differ from person to person and agrees to be bound by and not challenge the final decisions of ED.

The judging scores will not be posted. Feedback will not be provided to entrants that are not selected as finalists.

## HOW TO ENTER

*To enter:*

Go to the Challenge website and complete all required fields of the Challenge submission form before the close of open submissions on January 17, 2017 at 4:59:59 p.m. ET. Each entrant must complete all of the required fields in the Challenge submission form in accordance with these Official Rules, Terms & Conditions.

All entrants are required to provide consent to these Official Rules, Terms & Conditions upon submitting an entry. Submissions must be received during the open submissions period of the Challenge to be eligible. Open submissions officially begins after publication of a Federal Register notice announcing the Challenge. Open submissions will last from Challenge launch through the close of open submissions, currently scheduled for January 17, 2017 at 4:59:59 p.m. ET. Luminary Labs is the official timekeeper for the Challenge. Once submitted, a submission may not be altered during open submissions. ED reserves the right to disqualify any submission that ED deems inappropriate.

During the Virtual Accelerator phase, the finalists will be required to give their Demo Day presentation and demonstrate a final prototype.

Entrants may enter individually or as part of a team, and teams are strongly encouraged. Each team member must be clearly identified on the team's submission form for the team to be eligible. Teams must designate a primary contact to serve as the team lead ("Team Lead") and manage the distribution of any awarded prizes. In the event a dispute regarding the identity of the entrant who actually submitted the entry cannot be resolved to ED's satisfaction, the affected entry will be deemed ineligible.

All entry information submitted on the Challenge website and all materials, including any copy of the submission, becomes property of ED and will not be acknowledged or returned by Luminary Labs or ED. However, entrants retain ownership of their concepts, including any software, research, or other intellectual property ("IP") that they develop in connection therewith, subject to the license granted to ED to use submissions as set forth in "Intellectual Property of Solutions" below. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, ED and Luminary Labs shall have no liability for any submission that is lost, intercepted, or not received by ED and/or Luminary Labs. ED and Luminary Labs assume no liability or responsibility for any error, omission, interruption, deletion, theft, destruction, or unauthorized access to, or alteration of, submissions.

Open submissions closes at 4:59:59 p.m ET on January 17, 2017. Entrants should submit at least one hour before the deadline to ensure the completed submission is received. If you submit an application after the deadline date because you experienced a technical problem with the Challenge website system, you must immediately contact [hello@edsimchallenge.com](mailto:hello@edsimchallenge.com), and provide an explanation of the technical problem experienced on the Challenge website system. ED will accept your application if ED can confirm that a technical problem occurred with the Challenge website system and that the technical problem affected your ability to submit an application by 4:59:59 p.m. ET, on the entry deadline date. ED will contact you after a determination is made on whether the application will be accepted.

Note: These extensions apply only to the unavailability of, or technical problems with, the Challenge website system. ED will not grant an entrant an extension if the entrant failed to submit an application in the system by the application deadline date and time, or if the technical problem experienced is unrelated to the Challenge website system.

Individuals with disabilities who need an accommodation or auxiliary aid in connection with the application process should contact: Albert Palacios, U.S. Department of Education, 550 12<sup>th</sup> Street SW., room 11-086, Washington, DC 20202 or by email: [albert.palacios@ed.gov](mailto:albert.palacios@ed.gov) (<mailto:albert.palacios@ed.gov>). If you use a TDD or a TTY, call the FRS, toll free, at 1-800-877-8339. If ED provides an accommodation or auxiliary aid to an individual with a disability in connection with the entry submission process, the entry remains subject to all other requirements and limitations in this notice.

## REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

By participating in the Challenge, each entrant represents, warrants, and covenants as follows:

- The entrants are the sole authors, creators, and owners of the submission;
- The entrant's submission:
  - Is not the subject of any actual or threatened litigation or claim;
  - Does not, and will not, violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party;
  - Does not, and will not, contain any harmful computer code (sometimes referred to as "malware," "viruses," or "worms"); and
- The submission, and entrants' use of the submission, does not, and will not, violate any applicable laws or regulations of the United States.

If the submission includes the work of any third party (such as third party content or open source code), the entrant must be able to provide, upon the request of ED and/or Luminary Labs, documentation of all appropriate licenses and releases for such third party works. If the entrant cannot provide documentation of all required licenses and releases, ED reserves the right, in its sole discretion, to disqualify the applicable submission, or direct the entrant to secure the licenses and releases for ED's benefit within three (3) days of notification of the missing documentation and allow the applicable submission to remain in the Challenge. In addition, ED reserves all rights to pursue an entrant for claims based on damages incurred by the entrant's failure to obtain such licenses and releases.

Entrants will indemnify, defend, and hold harmless ED and Luminary Labs from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or arising from, the entrant's submission or any breach or alleged breach of any of the representations, warranties, and covenants of the entrant hereunder.

ED reserves the right to disqualify any submission that ED, in its discretion, deems to violate these Official Rules, Terms & Conditions.

### **SUBMISSION LICENSE**

Each entrant retains title to, and full ownership of, its submission. The entrant expressly reserves all intellectual property rights not expressly granted under this agreement. By participating in the Challenge, each entrant hereby irrevocably grants a license to ED and Luminary Labs to store and access submissions in perpetuity that may be reproduced or distributed in the future. Please refer to "[Intellectual Property of Solutions](#)" below [for](#) further information regarding rights to solutions.

### **PUBLICITY RELEASE**

By participating in the Challenge, each entrant hereby irrevocably grants to ED and Luminary Labs the right to use such entrant's name, likeness, image, and biographical information in any and all media for advertising and promotional purposes relating to the Challenge, and otherwise, as stated above in "[Submission License](#)".

### **DISQUALIFICATION**

ED reserves the right in its sole discretion to disqualify any entrant who is found to be tampering with the entry process or the operation of the Challenge, Challenge website, or other Challenge-related websites; to be acting in violation of these Official Rules, Terms & Conditions; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge; or to annoy, abuse, threaten, or harass any other person; and ED reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**LINKS TO THIRD-PARTY WEBSITES**

The Challenge website may contain links to third-party websites that are not owned or controlled by Luminary Labs or ED. Luminary Labs and ED do not endorse or assume any responsibility for any such third-party sites. If you access a third-party website from the Challenge website, you do so at your own risk and expressly relieve Luminary Labs and/or ED from any and all liability arising from use of any third-party website content.

**DISCLAIMER**

The Challenge website contains information and resources from public and private organizations that may be useful to the reader. Inclusion of this information does not constitute an endorsement by the ED or Luminary Labs of any products or services offered or views expressed. Blog articles do not endorse any educational product, service, curriculum or pedagogy.

The Challenge website also contains hyperlinks and URLs created and maintained by outside organizations, which are provided for the reader's convenience. ED and Luminary Labs are not responsible for the accuracy of the information contained therein.

**NOTICE TO FINALISTS/WINNERS**

Attempts to notify finalists and winner(s) will be made using the email address associated with the Team Lead's Luminary Lightbox account. ED and Luminary Labs are not responsible for email or other communication problems of any kind.

If, despite reasonable efforts, an entrant does not respond within three (3) days of the first notification attempt regarding selection as a finalist (or a shorter time as exigencies may require), or if the notification is returned as undeliverable to such entrant, that entrant may the entrant's finalist status and associated prizes, and an alternate finalist may be selected.

If, despite reasonable efforts, a potential winner does not respond within three (3) days of the first notification attempt (or a shorter time as exigencies may require), or if the notification of prize or the prize itself is returned as unclaimed or undeliverable to such participant, that participant may forfeit the participant's winner status and associated prizes, and an alternate winner may be selected.

If any potential prize winner is found to be ineligible, has not complied with these Official Rules, Terms & Conditions, or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified. An alternate winner may be selected, or the applicable prize may go unawarded.

## **ATTENDANCE**

To maintain eligibility, finalists are required to participate in Challenge activities organized by ED and Luminary Labs, which include the Virtual Accelerator, webinars, Innovator's Boot Camp and Demo Day. If a finalist is unable to participate in any mandatory activities, the finalist will not be eligible to win the Challenge. Finalists and winner(s) are required to attend these events at their own expense.

## **INTELLECTUAL PROPERTY (IP) OF SOLUTIONS**

Entrants retain ownership of their submission, including any software, research or other IP that they develop in connection therewith, subject to the license granted to ED to use submissions as set forth herein.

Entrants retain all rights to the submission and any invention or work, including any software, submitted as part of the submission, subject to the following:

If the submission wins, ED retains a nonexclusive, nontransferable, irrevocable, paid-up world-wide license to any such invention or work of the submission throughout the world, in perpetuity, to reproduce, publish or otherwise use the work for Federal purposes and authorize others to do so.

Please refer to "[Submission License](#)" above for further information regarding rights to submissions.

## **PROGRAM AUTHORITY**

The goals, purposes, and activities related to the Challenge are authorized by section 114(c)(1) of Perkins IV, 20 U.S.C. 2324(c)(1). Under this section, the Secretary of the U. S. Department of Education is authorized to carry out research, development, dissemination, evaluation and assessment, capacity building, and technical assistance with regard to CTE programs under Perkins IV. Following the Challenge, the Department plans to post abstracts of the submissions selected as finalists and winners on the Challenge Web page for public viewing. Abstracts will include a concept summary and a selection of multimedia elements from each finalist's and winner's submission.

## **DATES/DEADLINES**

ED reserves the right to modify any dates or deadlines set forth in these Official Rules, Terms & Conditions or otherwise governing the Challenge.

## **CHALLENGE TERMINATION**

ED reserves the right to suspend, postpone, cease, terminate or otherwise modify this Challenge, or any entrant's participation in the Challenge, at any time at ED's discretion.

## **GENERAL LIABILITY RELEASE**

By participating in the Challenge, each entrant hereby agrees that:

- (a) ED and Luminary Labs shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Challenge or any Challenge-related activity, or from an entrants' acceptance, receipt, possession, use, or misuse of any prize; and
- (b) The entrant will indemnify, defend, and hold harmless ED and Luminary Labs from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or arising from, the entrant's participation in the Challenge.

Without limiting the generality of the foregoing, ED and Luminary Labs are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

These Official Rules, Terms & Conditions cannot be modified except by ED in its sole and absolute discretion. The invalidity or unenforceability of any provision of these Official Rules, Terms & Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules, Terms & Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## **EXERCISE**

The failure of ED to exercise or enforce any right or provision of these Official Rules, Terms & Conditions shall not constitute a waiver of such right or provision.

## **GOVERNING LAW**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Terms & Conditions shall be governed by and construed in accordance with U.S. Federal law as applied in the Federal courts of the District of Columbia if a complaint is filed by any party against ED, and the laws of the State of New York as applied in the New York state courts in New York City if a complaint is filed by any party against Luminary Labs.

### **PRIVACY POLICY**

By participating in the Challenge, each entrant hereby agrees that occasionally, ED and Luminary Labs may also use the entrant's information to contact the entrant about Federal Challenge and innovation related activities, and acknowledges that the entrant has read and accepted the privacy policy at: [www.edsimchallenge.com/privacy](http://www.edsimchallenge.com/privacy) (<http://edsimchallenge.com/privacy>).

### **ADDITIONAL TERMS THAT ARE PART OF THE OFFICIAL RULES, TERMS & CONDITIONS**

Please review the Luminary Lightbox Terms of Service at <http://www.LuminaryLightbox.com/terms> (<http://www.LuminaryLightbox.com/terms>) for additional rules that apply to your participation in the Challenge and more generally your use of the Challenge Website. Such Terms of Service are incorporated by reference into these Official Rules, Terms & Conditions. If there is a conflict between the Terms of Service and these Official Rules, Terms & Conditions, the latter terms shall control with respect to this Challenge only.

Participation in the Challenge constitutes the entrant's full and unconditional agreement to these Official Rules, Terms & Conditions. By entering, an entrant agrees that all decisions related to the Challenge that are made pursuant to these Official Rules, Terms & Conditions are final and binding, and that all such decisions are at the sole discretion of ED and/or Luminary Labs.

Luminary Labs collects personal information from entrants to the Challenge. The information collected is subject to the privacy policy located here: <http://www.LuminaryLightbox.com/privacy> (<http://www.LuminaryLightbox.com/privacy>).

### **WINNERS LIST/OFFICIAL RULES/CONTACT**

To obtain a list of finalists and winner(s) (after the conclusion of the Challenge) or a copy of these Official Rules, Terms & Conditions, send a self-addressed envelope with the proper postage affixed to: Luminary Labs, 30 West 22nd St., Floor 6, New York City, NY, 10010. Please specify "Winners List" or "Official Rules, Terms & Conditions" and the name of the specific Challenge in your request.

The Federal Register posting (<https://www.federalregister.gov/documents/2016/11/02/2016-26262/announcement-of-requirements-and-registration-for-the-edsim-challenge>) is the governing document for the EdSim Challenge, please read for additional details. Contact us at [hello@edsimchallenge.com](mailto:hello@edsimchallenge.com) (<mailto:hello@edsimchallenge.com>) should you have any comments or questions about these Rules, Terms & Conditions.

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