



[Billing Code 6750-01S]

FEDERAL TRADE COMMISSION

Robocall Challenge

AGENCY: Federal Trade Commission

ACTION: Notice; Public challenge.

SUMMARY: The Federal Trade Commission (FTC) announces a prize competition that challenges the public to create innovative solutions to block illegal robocalls.

DATES: The Submission Period is October 25, 2012 (5:00pm Eastern Time) to January 17, 2013 (5:00pm Eastern Time). The Judging Period is January 17, 2013 (5:00pm Eastern Time) to March 31, 2013 (5:00pm Eastern Time). Winners will be announced on or around April 1, 2013.

FOR FURTHER INFORMATION CONTACT: Kati Daffan, 202-326-2727, Division of Marketing Practices, Bureau of Consumer Protection, FTC, H-286, 600 Pennsylvania Ave. NW, Washington, DC 20580.

SUPPLEMENTARY INFORMATION: The FTC Robocall Challenge (the “Competition”) is an initiative of the Federal Trade Commission (“FTC”) challenging the public to create innovative solutions that will block illegal robocalls on landlines and mobile phones. The vast majority of telephone calls that deliver a prerecorded message trying to sell something to the recipient are illegal. The FTC regulates these calls under the Telemarketing Sales Rule. *See* 16 CFR 310.4(b)(1)(v). The Competition is intended to provide recognition to individuals, teams of individuals, for-profit legal entities and/or non-profit organizations (collectively, “Contestants”) for developing proposed technical

solutions or functional solutions and proofs of concepts that can block illegal robocalls (each a “Solution”).

The Competition is subject to all applicable laws and regulations and is void where prohibited. Participation constitutes Contestant’s full and unconditional agreement to these Official Rules and to decisions of the Sponsor and Administrator (as defined below), which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth in the Official Rules.

1. Sponsor and Administrator

Sponsor: Federal Trade Commission, 600 Pennsylvania Avenue, NW; Washington, DC 20580.

Administrator: ChallengePost, Inc., 425 W. 13th Street, Suite #504, New York, NY 10014, USA.

2. Competition Schedule

The Submission Period is October 25, 2012 (5:00pm Eastern Time) to January 17, 2013 (5:00pm Eastern Time). The Judging Period is January 17, 2013 (5:00pm Eastern Time) to March 31, 2013 (5:00pm Eastern Time). Winners will be announced on or around April 1, 2013.

3. Eligibility

A. Pursuant to the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science Reauthorization Act of 2010, 15 U.S.C. 3719, the Competition is open only to:

(i) individuals who are at least 18 years of age at the time of entry, and are citizens or permanent residents of the United States as of the time of entry;

(ii) teams of eligible individuals where each team member meets the eligibility requirements for individual Contestants; and

(iii) corporations (including not-for-profit corporations and other nonprofit organizations), limited liability companies, partnerships, and other legal entities that, at the time of entry, are incorporated in, and maintain a primary place of business in, the United States, and (a) employ fewer than ten (10) people (“Small Organizations”); or (b) employ 10 or more people (“Large Organizations”).

Large Organizations may compete only for the “Federal Trade Commission Technology Achievement Award”, and are not eligible to compete for the Best Overall Solution Award.

B. Contestants must own or have access at their own expense to a computer, an Internet connection, and any other electronic devices, documentation, software or other items that Contestants may deem necessary to create and enter their Submission.

C. Each team, Small Organization, or Large Organization shall appoint one individual (the “Representative”) to represent and act, including registering and entering a Submission, on behalf of said team, Small Organization, or Large Organization. The Representative must meet the eligibility requirements for an individual Contestant and must be duly authorized to submit on behalf of the team, Small Organization, or Large Organization. The Representative represents and warrants that (i) he/she is duly authorized to act on behalf of the team, Small Organization, or Large Organization; and that (ii) each member of the team (or in the case of Small Organization or Large Organization, each participating member) has read the Official Rules and agrees to abide by these Official Rules. The Representative will ensure that each member of the team,

Small Organization, or Large Organization reads, agrees to, and complies with the Official Rules.

D. An individual may join more than one team, Small Organization, or Large Organization, and an individual who is part of a team, Small Organization, or Large Organization may also enter the Competition on an individual basis.

E. The following individuals, teams, Small Organizations and Large Organizations are not eligible regardless of whether or not they meet the criteria set forth above:

(i) the Sponsor, the Administrator, and any advertising agency, contractor or other organization involved with the design, production, promotion, execution, or distribution of the Competition (collectively “Promotion Entities”); all employees, representatives and agents of such Promotion Entities; and all members of any such employee, representative or agent’s immediate family or household;

(ii) any individual involved with the design, production, promotion, execution, or distribution of the Competition and each member of any such individual’s immediate family or household;

(iii) any organization or individual that employs any Judge or that otherwise has a material business relationship or affiliation with any Judge;

(iv) any Federal entity or Federal employee acting within the scope of their employment, or as may otherwise be prohibited by Federal law (employees should consult their agency ethics officials);

(v) any individual, team, or organization that used Federal facilities or consulted with Federal employees to develop their Solution, unless the facilities and employees were

made available to all Contestants participating in the Competition on an equitable basis; and

(vi) any individual, team, or organization that used Federal funds to develop their Solution, unless such use is consistent with the grant award, or other applicable Federal funds awarding document. If a grantee using Federal funds enters and wins this Competition, the prize monies will need to be treated as program income for purposes of the original grant in accordance with applicable Office of Management and Budget Circulars. Federal contractors may not use Federal funds from a contract to develop a Solution for this Challenge.

F. For purposes hereof:

- (i) the members of an individual's immediate family include such individual's spouse, children and step-children, parents and step-parents, and siblings and step-siblings; and
- (ii) the members of an individual's household include any other person who shares the same residence as such individual for at least three (3) months out of the year.

4. Competition Submission Period

A. Contestants may enter a Submission between October 25, 2012, at 5:00pm Eastern Time and January 17, 2013, at 5:00pm Eastern Time (the "Competition Submission Period"). The Administrator's computer is the official time keeping device for this Competition.

B. Any Submission entered following the Competition Submission Period shall be disqualified.

5. Registration and Submission

A. Registration

- (i) Beginning at 5:00pm Eastern Time on October 25, 2012, visit <http://Robocall.Challenge.gov> (the “Competition Website”) and click “Sign Up” to create a ChallengePost account, or click “Log In” and log in with an existing ChallengePost account. There is no charge for creating a ChallengePost account.
- (ii) After a Contestant signs up on the Competition Website a confirmation email will be sent to the email address provided by the Contestant. The Contestant must use the confirmation email to verify their email address.
- (iii) Contestants should indicate their agreement in participating by clicking “Accept this Challenge” on the Competition Website in order to receive important Competition updates.
- (iv) In the event of a dispute pertaining to this Competition, the authorized account holder of the email address used to sign up for the ChallengePost account used to enter the Submission will be deemed to be the Contestant (in case of an individual) and the Contestant’s Representative, in the case of a team, Small Organization, or Large Organization. The “authorized account holder” is the natural person or legal entity assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Contestants generally and potential winners may be required to show proof of being the authorized account holder.

B. Submission

- (i) Develop a Solution that will block illegal robocalls. The Solution should block robocalls on landlines and mobile phones and can operate on a proprietary or non-proprietary device or platform.

(ii) Create a technical proposal describing how the Solution functions, or would function, if implemented (the “Proposal”). Solutions can be proposed as technical solutions or functional solutions and proofs of concept. The Proposal should specifically address each of the three evaluation criteria described below in Section 10. The Proposal must be no longer than 15 pages. Proposals will only be viewable by the authorized employees, officials, or agents or the Sponsor, Administrator, and judges, and shall not be disclosed except as permitted or required by law.

(iii) During the Competition Submission Period, Contestant must visit the Competition Website and confirm that it has or, if Contestant is a Representative, all members of the team, Small Organization or Large Organization have, read and agreed to the Official Rules.

Then, the Contestant must submit:

- a. the name of the Solution;
- b. a brief text description of the Solution;
- c. at least one image representative of the Solution; and
- d. a file upload of the Proposal.

Additionally, the Contestant may submit for consideration:

- e. a link to a publicly available video on Youtube.com or Vimeo.com demonstrating a Solution on a device or emulator, or describing how the proposed Solution would work, if implemented.

Paragraphs a-e above are collectively a “Submission.”

(iv) For clarity’s sake, the name, text description, image, file upload, video link, and website or installation file link must all be submitted at the same time on the Competition

Website. All Submissions must be received by no later than 5:00pm Eastern Time on January 17, 2013.

(v) Contestants that are a Small Organization or Large Organization must indicate as much when entering a Submission.

6. Submission Requirements

A. Language Requirements

Submissions, including the Proposal, text description, and video or software application interface (if applicable) must be in English, except that textual material in a language other than English will be accepted if accompanied by an English translation of that text.

B. Image, Video and Text Description Requirements

(i) The text description must describe how the Solution functions or would function, if implemented. The text description will be displayed publicly on the Competition Website and should not include proprietary information.

(ii) The image should be a photograph, screenshot or diagram that is representative of the Solution. The image(s) will be displayed publicly on the Competition Website and should not include proprietary information.

(iii) Any video included with the Submission:

- a. must be no longer than five (5) minutes;
- b. should clearly demonstrate a Solution on a device or emulator, or describe technically how the proposed Solution would work, if implemented;
- c. should demonstrate usability or illustrate dynamic processes;
- d. should not include proprietary information (the video will be displayed publicly on the Competition Website); and

e. must not include music or other copyrighted material unless the Contestant has written permission to use such material

(iv) If the video is primarily promotional, rather than a technical demonstration of the Solution, the video may be removed from consideration, or the Submission may be disqualified at the Sponsor's and/or Administrator's sole discretion.

(v) All individuals that appear in a Video, including the Contestant, must complete and sign the **Video Consent Form**, which the Contestant must keep on file for three (3) years after the close of the submission period. If a minor appears in the Video, the minor's parent / legal guardian must also sign the Video Consent Form. The Sponsor may request a copy of the consent form at any point up to three (3) years after the close of the submission period.

C. Solution Requirements

In addition to the requirements described above in Section 5(B):

(i) Solutions may utilize robocall complaint data provided by the Sponsor. Contestants may access such data by completing the Data Request Form on the Competition Website. Any attempt, successful or otherwise, to re-identify such data, or to combine or merge it with any other data or information that is individually identifiable, is strictly prohibited, shall be grounds for disqualification from the Competition, and may be subject to law enforcement investigation or proceedings, as appropriate and authorized. Use of the robocall complaint data is NOT required and preference will NOT be given to Contestants solely on the basis of choosing to use the data in their Solution.

(ii) The Contestant may offer the Solution to the public for free or charge a fee for it.

(iii) Any Solution that was publicly available prior to the start of the Competition Submission Period is not eligible for entry in the Competition, unless (I) the Solution submitted incorporated significant new functionality, features and changes after the start of the Competition Submission Period; and (II) such new functionality, features and changes were not previously available in the version of the Solution publicly accessible prior to the start of the Competition. Contestants must indicate at the time of entry that the Solution existed prior to the Competition and describe the new functionality that has been added.

D. General Requirements

(i) Submissions must not:

- a. violate applicable law;
- b. depict hatred;
- c. be in bad taste;
- d. denigrate (or be derogatory towards) any person or group of persons or any race, ethnic group or culture;
- e. threaten a specific community in society, including any specific race, ethnic group or culture;
- f. incite violence or be likely to incite violence;
- g. contain vulgar or obscene language or excessive violence;
- h. contain pornography, obscenity or sexual activity; or
- i. disparage the Sponsor.

(ii) Submissions must not attempt to duplicate a prior Submission already submitted in this Competition. Sponsor or Administrator reserves the right in its sole discretion to

disqualify any Submission that is a duplicate or substantially similar to another Submission.

(iii) Submissions must be free of malware. Contestant agrees that the Sponsor and the Administrator may conduct testing on the Application to determine whether malware or other security threats may be present. Submission not complying with these requirements may be disqualified.

E. Additional Terms

(i) Once a Submission has been submitted, Contestant may not make any changes or alterations to the Submission.

(ii) A Contestant may submit more than one Submission. However, each Submission must be unique, as determined by Sponsor and/or the Administrator in their sole discretion. If a Contestant enters two or more Submissions that are substantially similar, the Sponsor and Administrator reserve the right to disqualify Submissions or require the Contestant to choose one Submission to enter into the Competition.

(iii) By entering a Submission, Contestant represents, warrants and agrees that the Submission is the original work of the Contestant and complies with the Official Rules. Contestant further represents, warrants and agrees that any use of the Submission by the Sponsor, Administrator and/or Judges (or any of their respective partners, subsidiaries and affiliates) as authorized by these Official Rules, shall not:

a. infringe upon, misappropriate or otherwise violate any intellectual property right or proprietary right including, without limitation, any statutory or common law trademark, copyright or patent, nor any privacy rights, nor any other rights of any person or entity;

b. constitute or result in any misappropriation or other violation of any person's publicity rights or right of privacy.

7. Submission Rights

A. Subject to the licenses described below, any applicable intellectual property rights to a Submission will remain with the Contestant.

B. By entering the Submission to this Competition, Contestant grants to the Sponsor and the Administrator, and any third parties acting on behalf of the Sponsor and/or the Administrator, a non-exclusive, irrevocable, royalty free and worldwide license to use the Submission, any information and content submitted by the Contestant, and any portion thereof, and to display the Solution name, text description, video, and images (but not the Proposal), on the Competition Website, during the Competition and for 36 months after its conclusion. Sponsor and the Administrator, and any third parties acting on their behalf will also have the right to publicize Contestant's name and, as applicable, the names of Contestant's team members, Small Organization, or Large Organization which participated in the Submission (the "Contestant Names") on the Competition Website, and in any media whatsoever, for advertising and publicity purposes relating to the Competition, during the Competition and for three (3) years thereafter.

8. Display of Submissions

A. Eligible Submissions will be posted on the Competition Website on a rolling basis after being screened and/or tested by the Administrator for basic functionality, accuracy of messaging, integrity (i.e., security) and appropriateness of content. The title, text description, images, and video (if submitted), will be displayed publicly on the Competition Website. The Proposal will only be viewable by authorized employees,

officials, and agents of the Sponsor, Administrator and judges, and shall not be disclosed except as permitted or required by Federal law.

B. Posting of a Submission to the Competition Website does not constitute a final determination by the Sponsor and/or Administrator that the Submission is eligible and met requirements.

C. Non-Contestants interested in the Competition may obtain updates on the Competition by creating an account on the Competition Website or by logging in using an existing ChallengePost account. Additionally, such registered visitors (“Registered Visitors”) will be able to comment on the text description of the proposal and other publicly available items, if any. The Administrator may moderate and remove comments for spam or other inappropriate use.

9. Winner Selection and Judging Criteria

A. All Submissions will be judged by an expert panel of impartial judges (the “Judges”) selected by the Sponsor and the Administrator. Such Submissions may initially be screened by a qualified internal panel selected by the Sponsor at its sole discretion. The internal panel will judge these Submissions on the criteria identified in these Official Rules to select finalist Submissions. Finalist Submissions will then be judged by the expert judging panel determined by the Sponsor and identified on the Competition Website. The Sponsor and the Administrator reserve the right to substitute or modify the judging panel, or extend or modify the Judging Period, at any time for any reason.

B. All Judges shall be and remain fair and impartial. Any Judge may recuse him or herself from judging a Submission if the Judge, the Sponsor or the Administrator

considers that it is inappropriate, for any reason, for the Judge to evaluate a specific Submission or group of Submissions.

C. A Contestant's likelihood of winning will depend primarily on the number and quality of all of the Submissions, as determined by the Judges using the criteria in these Official Rules.

10. Best Overall Solution Prize

A. Criteria:

(i) Does it work? (50%)

- How successful is the proposed solution likely to be in blocking illegal robocalls? Will it block wanted calls? An ideal solution blocks all illegal robocalls and no calls that are legally permitted. (For example, automated calls by political parties, charities and health care providers, as well as reverse 911 calls, are not illegal robocalls.)
- How many consumer phones can be protected? What types of phones? Mobile phones? Traditional wired lines? VoIP land lines? Proposals that will work for all phones will be more heavily weighted.
- What evidence do you already have to support your idea? Running code? Experiments? Peer-reviewed publications?
- How easy might it be for robocallers to adapt and counter your scheme? How flexible is your scheme to adapt to new calling techniques? How have you validated these points? Remember that the real test of a security system is not whether or not you can break it; it's whether or not the other folks can.

(ii) Is it easy to use? (25%)

- How difficult would it be for a consumer to learn to use your solution?
- How efficient would it be to use your solution, from a consumer's perspective?
- Are there mistakes consumers might make in using your solution, and how severe would they be?
- How satisfying would it be to use your solution?
- Would your solution be accessible to people with disabilities?

(iii) Can it be rolled out? (25%)

- What has to be changed for your idea to work? Can it function in today's marketplace? (E.g., Does it require changes to all phone switches world-wide, and require active cooperation by all of the world's phone companies and VoIP gateways, or can it work with limited adoption?) Solutions that are deployable at once will be more heavily weighted, as will solutions that give immediate benefits with even small-scale deployment.
- Is deployment economically realistic?
- How rapidly can your idea be put into production?

B. In order to be considered for the Prize, submissions must satisfy each required category (i.e., explain how the submission works, is easy to use, and can be rolled out). The one (1) Contestant whose Submission earns the highest overall scores will become the potential winner of the Prize identified below in Section 13. If the Judges determine that no one satisfies each required category, no one will be deemed eligible for the Prize.

C. In the event of a tie between or among two or more Submissions, the Prize identified below in Section 13 will be divided equally between the tied Contestants with the highest overall scores.

D. Large Organizations are not eligible to compete for or win the Best Overall Solution Prize.

11. Federal Trade Commission Technology Achievement Award

A. Criteria

(i) Does it work? (50%)

- How successful is the proposed Solution likely to be in blocking illegal robocalls? Will it block wanted calls? An ideal solution blocks all illegal robocalls and no calls that are legally permitted. (For example, automated calls by political parties, charities and health care providers, as well as reverse 911 calls, are not illegal robocalls.)
- How many consumer phones can be protected? What types of phones? Mobile phones? Traditional wired lines? VoIP land lines? Proposals that will work for all phones will be more heavily weighted.
- What evidence do you already have to support your idea? Running code? Experiments? Peer-reviewed publications?
- How easy might it be for robocallers to adapt and counter your scheme? How flexible is your scheme to adapt to new calling techniques? How have you validated these points? Remember that the real test of a security system is not whether or not you can break it; it's whether or not the other folks can.

(ii) Is it easy to use? (25%)

- How difficult would it be for a consumer to learn to use your solution?
- How efficient would it be to use your solution, from a consumer's perspective?
- Are there mistakes consumers might make in using your solution, and how severe would they be?
- How satisfying would it be to use your solution?
- Would your solution be accessible to people with disabilities?

(iii) Can it be rolled out? (25%)

- What has to be changed for your idea to work? Can it function in today's marketplace? (E.g., Does it require changes to all phone switches world-wide, and require active cooperation by all of the world's phone companies and VoIP gateways, or can it work with limited adoption?) Solutions that are deployable at once will be more heavily weighted, as will solutions that give immediate benefits with even small-scale deployment.
- Is deployment economically realistic?
- How rapidly can your idea be put into production?

B. In order to be considered for the Prize, submissions must satisfy each required category (i.e., explain how the submission works, is easy to use, and can be rolled out). The one (1) Large Organization Contestant whose Submission earns the highest overall score for the Federal Trade Commission Technology Achievement Award will become the potential winner of the non-cash Prize identified below in Section 13. If the Judges determine that no one satisfies each required category, no one will be deemed eligible for the Prize. In the event of a tie between or among two or more Submissions for the Federal Trade Commission Technology Achievement Award, each of the tied

Submissions with the highest overall scores will be named as winners of the Federal Trade Commission Technology Achievement Award.

C. The likelihood of a Large Organization being selected to win the Federal Trade Commission Technology Achievement Award depends on the number and quality of eligible Submissions made by Large Organizations.

12. Verification of Potential Winners

A. ALL POTENTIAL COMPETITION WINNERS ARE SUBJECT TO VERIFICATION OF IDENTITY, QUALIFICATIONS AND ROLE IN THE CREATION OF THE SOLUTION BY THE SPONSOR AND THE ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION. Potential winners must continue to comply with all terms and conditions of these Official Rules throughout the Competition and Judging Period.

Potential winners will be notified using the email address associated with the ChallengePost account used to enter the Submission on or about April 1, 2013. For sake of clarity, if a potential winner is a team, Small Organization or Large Organization, the notification will only be sent to the Representative. In order to receive a Prize, the potential winner will be required to sign and return to the Administrator affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) within ten (10) business days. (If a potential winner is a team, Small Organization or Large Organization, the Representative and all participating members must sign and return to the Administrator said affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) within ten (10) business days.)

B. At the sole discretion of the Sponsor and Administrator, a potential winner may be deemed ineligible to win if:

- (i) the potential winner (or in the case of a team, Small Organization or Large Organization, their Representative) cannot be contacted within seven (7) business days, or is contacted and refuses the Prize;
- (ii) the potential winner (or in the case of a team, Small Organization or Large Organization, their Representative or any participating member) fail(s) to sign and return the affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) within ten (10) business days from receipt of such documents;
- (iii) the Prize or Prize notification is returned as undeliverable; or
- (iv) the Submission or the potential winner, or any member of a potential winner's team or organization, is disqualified for any other reason. In the event of such disqualification, Sponsor and Administrator at their sole discretion may award the applicable Prize to an alternate potential winner. The disqualification of one (or more) team members (or, in the case of Small Organizations and Large Organizations, any participating members) from further consideration in this Competition for any reason may result in the disqualification of the entire team, Small Organization or Large Organization and of each participating member at the sole discretion of the Sponsor and/or Administrator.

13. Prizes

Winner	Prize	Quantity
Best Overall Solution	US\$50,000 Travel for no more than two	1

	representatives from the winning team or organization to Washington, DC to present the winning Solution	
Federal Trade Commission Technology Achievement Award	Recognition only	1

A. If no eligible Submissions are entered in the Competition, the Prize will not be awarded. No Prize substitutions will be made except for the right of the Sponsor to make a Prize substitution of equivalent or greater value in the event the Prize or any portion thereof is unavailable. Prizes must be accepted as awarded. No transfer or substitution of a Prize is permitted except at the Sponsor's and Administrator's sole discretion. The Prize may be mailed to the winning Contestant's or, if a Small Organization is selected as a prize winner, the Representative's address within 45 days of receipt of the signed affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) form(s). If a team or a Small Organization is selected as a Prize-winner, the associated Prize may be shipped to said team or Small Organization's Representative. It will be the responsibility of the winning team or Small Organization's Representative to allocate the Prize amongst its team or Small Organization members, as the Representative deems it appropriate.

B. Winners (and in the case of team or Organization, all participating members) are responsible for reporting and paying all applicable federal, state, and local taxes. It is the sole responsibility of Prize winners of US\$600 or more to provide certain information to the Sponsor and Administrator in order to facilitate receipt of the award, including completing and submitting any tax forms when necessary and any applicable withholding and reporting requirements. The Sponsor and Administrator reserve the right to withhold a portion of the prize amount to comply with tax laws.

C. In the event a winner/potential winner's employer has a policy that prohibits the awarding of a Prize to an employee, the Prize will be forfeited and an alternate potential winner may be selected. Each Contestant hereby acknowledges and agrees that the relationship between the Contestant, the Sponsor and the Administrator is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Submission to Sponsor and Administrator for the purposes of this Competition does not place the Sponsor, the Administrator, and their respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the Contestant's Submission, except as specifically provided in these Official Rules.

14. Entry Conditions and Release

A. By entering, each Contestant (including, in the case of team, Small Organization and Large Organization, all participating members) agree(s) to:

(i) comply with and be bound by these Official Rules and the decisions of the Sponsor, Administrator, and/or the Competition judges, which Rules and decisions are binding and final in all matters relating to this Competition;

(ii) release, indemnify, defend and hold harmless the Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the “Released Parties”) from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contestant’s entry, creation of Submission or entry of a Submission, participation in the Competition, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of Submission as authorized or licensed by these Official Rules.

B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

- (i) any incorrect or inaccurate information, whether caused by the Sponsor’s, the Administrator’s or a Contestant’s electronic or printing error or by any of the equipment or programming associated with or utilized in the Competition;
- (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Competition Website;
- (iii) unauthorized human intervention in any part of the entry process or the Competition;

(iv) technical or human error that may occur in the administration of the Competition or the processing of Submissions; or

(v) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from the Contestant's participation in the Competition or receipt or use or misuse of any Prize. If for any reason any Contestant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Contestant's sole remedy is to request the opportunity to resubmit its Submission, which request will be determined at the sole discretion of the Sponsor and the Administrator if the Competition Submission Period is still open.

C. Based on the subject matter of the Competition, the type of work that it possibly will require, and the likelihood of any claims for death, bodily injury, or property damage, or loss potentially resulting from challenge participation, Participant is not required to obtain liability insurance or demonstrate fiscal responsibility in order to participate in this Competition.

15. Publicity

Participation in the Competition constitutes a winner's consent to Sponsor's, and their agents' use of the winner's name, likeness, photograph, voice, opinions, comments and/or hometown and state of residence (and, as applicable, those of all other members of the team, Small Organization or Large Organization which participated in the Submission) for promotional purposes in any media, worldwide, without further payment or consideration, for a period of three years following the conclusion of the Competition.

16. General Conditions

A. Sponsor and Administrator reserve the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failure or any other unanticipated factor or factor beyond Sponsor's and Administrator's control impairs the integrity or proper functioning of the Competition, as determined by Sponsor and Administrator at their sole discretion. The Sponsor and Administrator reserve the right at their sole discretion to disqualify any individual or Contestant that the Sponsor or Administrator finds to be tampering with the entry process (for example by using the aid of computer software programs to auto-fill entries) or the operation of the Competition, or to be acting in violation of these Official Rules or in a manner that is inappropriate, not in the best interests of this competition, or a violation of any applicable law or regulation.

B. Any attempt by any person to undermine the proper conduct of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor and the Administrator reserve the right to take proper legal action, including, without limiting, referral to law enforcement, for any illegal or unlawful activities.

C. The Sponsor and/or the Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor and the Administrator are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Contestants. Proof of sending or submitting will not be deemed to be proof of receipt by Sponsor or Administrator.

D. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Competition materials, including but not limited to the Competition Submission form, Competition

Website, or point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail.

E. The Sponsor and the Administrator reserve the right, without liability, to amend the terms and conditions of the Official Rules at any time, including the rights or obligations of the Contestant, the Sponsor, and the Administrator. The Sponsor and Administrator will post the terms and conditions of the amended Official Rules on the Competition Website (“Corrective Notice”). As permitted by law, any amendment will become effective at the time the Sponsor and/or Administrator post the amended Official Rules.

F. Excluding Submissions, all intellectual property related to this Competition, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Sponsor and/or the Administrator. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited.

G. Should any provision of these Official Rules be or become illegal or unenforceable under applicable Federal law, such illegality or unenforceability shall leave the remainder of these Official Rules unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Sponsor’s intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

17. Limitations of Liability

By entering, all Contestants (including, in the case of a team, Small Organization or Large Organization, all participating members) agree to be bound by the Official Rules

and hereby release the Released Parties from any and all liability in connection with the Prizes or Contestant's participation in the Competition. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

18. Disputes

A. Contestants agree that:

(i) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any Prizes awarded, other than those concerning the administration of the Competition or the determination of winners, shall be resolved individually, without resort to any form of class action;

(ii) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any Prizes awarded, shall be resolved pursuant to Federal law;

(iii) under no circumstances will Contestants be entitled to, and Contestants hereby waives all rights to claim, any punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased.

B. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestants, the Sponsor and the Administrator in connection with the Competition, shall be governed by, and construed in accordance with Federal law.

19. Privacy

The Administrator collects personal information from you when you enter the Competition. The information collected is subject to the privacy policy located here:

<http://ChallengePost.com/privacy>. The Administrator is authorized to share this information with the Sponsor in accordance with the Administrator's privacy policy.

20. Competition Results

For Competition results, visit Competition Website on or about April 1, 2013.

21. Contact Us

If you have any questions or wish to send us any notice regarding this Competition, please email us at Support@ChallengePost.com.

Jon Leibowitz
Chairman.

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