



## The Small Business Hackathon 2018@ San Jose

(A Skill-Based Contest)

### Official Rules

- 1. YOU MUST BE AT LEAST 18 OR THE AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE, REGISTERED FOR THIS CONTEST, FULFILL ALL THE REQUIREMENTS PROVIDED IN THESE OFFICIAL RULES AND BE PRESENT AT INTUIT'S CAMPUS IN MOUNTAIN VIEW CALIFORNIA (THE "CONTEST VENUE") TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE IN THIS CONTEST. VOID WHERE PROHIBITED. NO ADDITIONAL PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

#### 2. CONTEST SPONSOR; ELIGIBLE PARTICIPANTS

- 2.1. Contest Sponsor.** The *Small Business Hackathon* contest ("**Contest**") is sponsored by Intuit Inc., 2700 Coast Avenue, Mountain View, California, its affiliates, and subsidiaries (collectively, "**Sponsor**" or "**Intuit**").
- 2.2. Contest Venue:** Intuit's Main Campus, Building 20, 2600 Marine Way, Mountain View, CA 94043.
- 2.3. Eligible Participants.** Eligibility to submit an Entry (defined in §4.1(c)) or win any prize in this Contest is open only to individuals meeting all the requirements recited in section 1 who have an Intuit Developer online account (each a "**Participant**," "**you**," "**your**") and who are not employees or independent contractors, officers, or directors of Intuit, or any of its agents, representatives, advertising, promotion, publicity, fulfillment agencies, legal advisors, successors, and assigns, or any other company or person involved with the production, design, execution, administration, or distribution of this Contest (collectively, the "**Released Parties**"), nor anyone who lives with, or is an immediate family member (i.e., parent, sibling, child, or any of their respective marital relations, regardless of where they reside) of any one of the Released Parties. The Contest is subject to all applicable laws and regulations and is void where prohibited or restricted by law. Participation in the Contest or receipt of any prize constitutes each Participant's full and unconditional acceptance and agreement to be bound by these official rules ("**Official Rules**"), and by Sponsor's and Judges' decisions.

- 3. CONTEST PHASES AND TIMING.** Entrants must register for the Contest (starting on August 10, 2018 at 10:00 a.m. Pacific Time ("PT")) and are encouraged to attend the pre-Hackathon Contest presentation for instructions starting at 10:00 a.m. on November 3, 2018 and ending at 11:30 a.m. at the Contest Venue. The Hackathon Contest then includes multiple phases as detailed in the schedule below. Sponsor may adjust the start and end times for the Entry Submission Phase and Pitch Phase listed below in its sole discretion. Changes to these scheduled times will be announced to all registered Participants.

| Phase   | Start Date & Time                        | End Date & Time   |
|---|--|---|
| Registration Phase  | August 10, 2018 at 10:00 a.m. PT         | November 3, 2017 at 1:00 p.m. PT or when capacity is filled and this Contest is sold out. |
| Pre-Hackathon Presentation (recommended but not required) | November 3, 2018 at 10:00 a.m. PT        | November 3, 2018 at 11:30 a.m. PT   |
| Entry Submission Phase                                    | November 3, 2018 at 11:30am. PT          | November 4, 2018 at 1:00 p.m. PT  |
| Pitch Phase   | November 4, 2018 at approx. 1:30 p.m. PT | November 4, 2018 at approx. 4:30 p.m. PT  |

All times in this Official Rules are local PT times.

- 4. HOW TO ENTER; ENTRY REQUIREMENTS; ENTRY LIMITS, CONDITIONS, AND RESTRICTIONS; TEAM OR COLLABORATIVELY DEVELOPED ENTRIES**

4.1. **How to enter.** Participants (each a "Participant") may work alone, or in collaboration with a team of not more than 3 additional Participants (maximum 4 participants per team), simply follow the instructions below to register and submit an Entry (defined below) anytime during the Entry Phase:

(a) **FIRST**, to participate you must register. You may register before the date of the Hackathon event by visiting [www.smallbizhack.com](http://www.smallbizhack.com) (herein the "Site") and completing the online form or you may wait to register at the Contest Venue. Registration for the Contest on line opens on the date stated above and closes at the Contest Venue on November 3, 2018 at 1:00 p.m. PT or when capacity is full and the event is sold out. You will be required to confirm your agreement to these Official Rules (along with your email address, age, and other required information). Registration at the Contest Venue is allowed on a first come basis; there are limited spaces available due to the size of the Contest Venue and, once reached the maximum capacity. Sponsor retains the right to refuse further Entry.

(b) **NEXT**, with up to three (3) other Participants create a new software application prototype (the "App") that saves a small business time or money by solving a unique small business problem.

You will also be required to create a presentation ("Pitch") that lasts no longer than three (3) minutes. Your Pitch must describe your App concept, design, utility, or how it meets the challenge and must include a live demonstration of your App. The Judges (defined below) may ask questions after you have completed your Pitch; you must be prepared to respond to questions from the Judges about the App.

(c) **FINALLY**, when you submit your App, you will be required to provide the name of your App, and confirm the names of the other Participants that you have worked with to create your App, if any, as well as a Team name where applicable.

(d) **NOTE:** ONLY Content created during the Entry Submission Phase responsive to subsections (a) – (c) will be collectively considered your Entry. Content created prior to the Entry Submission Phase will not be considered for purposes of determining prize winners.

4.2. **Entry Requirements.** The App you submit for Entry must:

(a) Reflect your originally conceived idea (or that of the other Participants you are collaborating with) and comprise only programmable software code and content (including any code specifications or technical information, algorithms, designs, music, audio, visual or illustrative content, including logos, images, graphics, art, or other content, information, or materials protected any intellectual property right) that you or Participants working on your team own or have the proper right to use.

(b) Not contain any incomplete, corrupt, damaged, malicious, or backdoor code.

(c) Be designed to perform at least 1 discrete software function or process.

(d) Not contain or perform any illegal, obscene, explicit, or otherwise offensive activity or unlawful content (including content that violates any third party's rights) and be suitable for publication, in each case as determined in Sponsor's sole discretion.

4.3. **Entry limits, conditions, and restrictions.** You may submit only 1 Entry during the Entry Phase. Completed Entries must be entered and received in person at the Contest venue during the Entry Phase to be eligible for prizes. No other methods of Entry will be accepted. Entries may not be acknowledged and Sponsor cannot guarantee that all persons attempting to enter or register for the Hackathon will be able to participate.

Each Entry must correspond to the email addresses of all Participants that have collaborated to create the Entry. Participants may not use multiple email addresses or alternate user identities in an attempt to subvert the entry process or to submit more Entries than are allowed from a single primary Participant. Use of a false email account will disqualify an Entry. If there is a dispute regarding an Entry, or the identity of the Participant(s), the Entry at issue will be deemed by Sponsor to have been made by the natural person and authorized account holder assigned by an Internet access provider to the email addresses provided by the Participants. Participants may be required to show proof of being the authorized account holder.

By submitting an Entry you warrant and represent that (i) you have the legal right and necessary permission(s) to do so and to grant the rights granted to Sponsor by you in these Official Rules; and (ii) your Entry (including all creative and other content comprising your Entry) conforms to the Entry Requirements outlined in Section 4.2 and to these Official Rules.

By participating in the Contest, you accept and agree that Sponsor, in its sole discretion, may disqualify you and the Participants that you have collaborated with (if any) if we suspect or determine your Entry does not meet the Entry Requirements, or if you attempt to subvert, circumvent, or tamper with the entry process or the lawful operation of the Contest or the Site, or we find you to be acting in an unsportsmanlike or disruptive manner or in a manner otherwise in violation of the spirit or letter of these Official Rules.

Participants must comply with all Contest Venue rules and regulations and failure to do so may result in exclusion from the Contest venue and from the Contest.

- 4.4. **Team or collaboratively developed Entries.** All teams are solely responsible for their own teamwork. Neither Sponsor nor its agents will officiate any disputes between or among Participants working in a team (including disputes regarding conduct, cooperation, contributions, intellectual property ownership, or prize distribution or sharing).

## 5. JUDGING; JUDGING CRITERIA AND SCORING METHOD; PROCESS FOR BREAKING TIES

- 5.1. **Judging and Judging Criteria.** A panel of qualified judges (“Judges”) will select the three (3) highest-scoring Entries in accordance to the process described in this section. The selection will be based on the Judges assessing the Entries against the following criteria (“Judging Criteria”):

- Impact – what is the size of problem being solved and the value of the solution (0 - 5 points)
- Innovation – how unique is the solution (0 - 5 points)
- Quality – of the overall design and execution of the solution (0 - 5 points)
- Ease of use – how elegant is the solution? How easy is it for a customer to adopt? (0 - 5 points)

The Judges’ decision is final.

- 5.2. **Scoring method.** Each Submission will receive a score based on the average scores from all of the Judges.

- 5.3. **Process for breaking ties.** In the unlikely event it becomes necessary to break a tie, the Submission with the highest average score in the "Innovation" category will prevail. If during this process there is also a tie in scoring for the "Innovation" Judging Criteria category among any 2 or more Submissions, the tie will be broken based on the Entry with the highest average score in the "Impact" Judging Criteria category. Judges reserve the right in their sole discretion to select fewer than the stated number of or potential winners if there is an insufficient number of eligible Submissions, or an insufficient number of eligible Submissions meeting the minimum scoring of 12. Sponsor will not disclose judging scores.

## 6. WINNER NOTIFICATION

- 6.1. **Winner notification.** Winners will each be notified onsite at the Contest Venue or by an email sent to the email address of each Participant specified at the time the Entry was submitted. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address and entrant must comply with these Official Rules. The “authorized account holder” is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.
- 6.2. **U.S. Taxation and Winner Requirements:** All Participants awarded the First Prize will be required to complete and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release. Winning Participants of the First Prize will be required to return this document to prize Administrator, HelloWorld, Inc. within five (5) days of the date notice is sent by email. If a First Prize winner is a U.S. resident, he or she will receive an IRS Form 1099 reflecting the value of the prize.

To the extent that a winning Participant of any prize (First, Second or Third) is not a resident of the United States, they will be required to complete an IRS Form W8-Ben in order to claim the prize. If a non-U.S. resident is awarded the First Prize, 30% of the value of the prize will be withheld and submitted to the IRS (the United States tax agency) as required by law. If a non-U.S. resident is awarded a Second or Third Prize, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement and submitted to the IRS. All non-U.S. winners will receive a U.S tax form 1042 from the Sponsor reflecting the total value of the prize, including amount submitted to the IRS.

## 7. TOTAL PRIZES; DISTRIBUTION OF PRIZES FOR TEAM ENTRIES

- (a) ONE (1) FIRST PLACE PRIZE: 5,000 USD (fulfilled a check). If winner is a team, each Participant (up to 4 Participants) will receive the pro rata portion of the prize.

- (b) ONE (1) SECOND PLACE PRIZE: \$500 USD (fulfilled as a check) If winner is a team, each Participant (up to 4 Participants) will receive \$500 USD.
- (c) ONE (1) THIRD PLACE PRIZE: \$250 USD (fulfilled as a check) If winner is a team, each Participant (up to 4 Participants) will receive \$250 USD.

Prizes are non-transferable except at Sponsor's discretion. Sponsor reserves the right to substitute a prize with one of approximately equal or greater value. **Winners are solely responsible for all applicable taxes, costs, and expenses associated with prize receipt, acceptance, and use.** Only the advertised number of prizes and those claimed in accordance with these Official Rules will be distributed. Except in cases where limited delivery options may be provided or offered to winner, Sponsor, will arrange and determine the method or mode of delivery of prizes in its sole discretion. Allow 6-8 weeks for delivery after winner confirmation.

### 8. EVENT RECORDINGS; LICENSE GRANTED BY PARTICIPANTS

8.1. **Event Recordings.** By participating in the Contest, you agree to have your name, voice, statements, likeness, and other indicia of your personal identity (collectively, your "**Persona**") captured in photographs, audio, or video recordings (collectively, "**Recordings**") taken by Sponsor or its agents during the Contest and you understand that these Recordings, including any material developed by or for Sponsor based on or derived from the Recordings, may be used, adapted, edited, displayed, broadcasted, and distributed by Sponsor over the Internet or other existing or future medium, alone or accompanied by other material, for commercial purposes or purposes of trade, promotion, publicity, advertising, or any other purpose determined by Sponsor in its sole discretion without further payment, notification, permission or other consideration, except where prohibited by law.

8.2. **Licenses granted to Sponsor by Participant and Team Members.** You (and where applicable, the other Participants who are on your team, herein "**Team Members**") retain ownership of your App submitted for Entry, however, by submitting an Entry and for the good and valuable consideration herein, the sufficiency of which is acknowledged **(i)** you (and each of your Team Members) hereby grants to Sponsor and its agents, a worldwide, royalty-free, transferable right and fully-paid up, fully-sub-licensable, unconditional license to use, reproduce, make copies of, modify, adapt, translate, prepare derivative works of, distribute, publicly perform and publicly display (without any restrictions as to changes), publish, in whole or in part, or otherwise exploit the App you have submitted, together with or without all or any part of your Persona submitted with the Entry, except as prohibited by law, in any manner, media format or existing or future medium in and in connection with the Contest, the QuickBooks software, or platform, Intuit Developer platform, or other Sponsor products and services, and through any media channels, including at the Site, or on and through Sponsor's respective QuickBooks, apps.intuit.com, or developer.intuit.com websites and public viewing galleries, and any other websites and social media channels owned or controlled by Sponsor (collectively, "**Media Channels**"), or the promotion, publicity, and advertising for the Media Channels or other Sponsor products or services, without any further attribution, notification, or compensation to you, your successors, assigns, or any other person or entity other than as provided herein; and **(ii)** you (and each of your team members) grants to users of the Media Channels a worldwide, royalty-free, license to access, distribute and display your App through the Contest Media and to rate, review, comment on, tag, and share the App using commercially available means.

To the extent permitted by law, by participating in the Contest and by submitting an Entry you (and each of your Team Members) unconditionally and irrevocably waive any and all moral rights to which you may be entitled under applicable law, and release the Released Parties (defined in Section 2.2) from any and all claims that you (and each of your Team Members), and anyone by or through you, may have now or in the future in any jurisdiction based on "moral rights" with respect to Sponsor's exploitation of your App or Entry, without further notification, attribution, or compensation to you (or any Team Members). If this waiver of moral rights is unenforceable or invalid, and to avoid any doubt, you (and each of your Team Members) acknowledge and agree that Sponsor, including its users and customers, is authorized to exercise all moral rights to your Entry.

Participation in the Contest creates no obligation (express or implied) on the part of Sponsor to use, commercialize, or otherwise exploit any App or Entry and Participant (and any Team Members) shall not be entitled to any damages or other relief by reason of Sponsor's use or non-use of his/her App or Entry.

### 9. GENERAL

9.1. **Sponsor's right to cancel, terminate, or modify the Contest.** Sponsor reserves the right to cancel, terminate, or modify the Contest, or any portion, if in Sponsor's opinion the Contest has been compromised, corrupted, or cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions

beyond Sponsor's reasonable control, including without limitation, an insufficient volume of participation or eligible Entries, and to select potential winner(s) from among eligible, non-suspect Entries received on or before the termination date. Sponsor's failure to enforce any provision of these Official Rules does not constitute a waiver of that or any other provision.

- 9.2. **Sponsor's Right to Disqualify Participants.** Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9.3. **Limitation of liability and release of claims.** The Released Parties (defined in Section 2.2) do not guarantee the processing or posting of any Entry, or the functioning of the QuickBase Exchange Site, Contest Registration page, or Contest Portal. The Released Parties are not in any way responsible or liable for any act, omission, or breach of contract or warranty by Participants, or any infringement or violation of any right of publicity, privacy, intellectual property or proprietary rights, or for any loss (including loss of opportunity) or other claim arising from or in relation to the Contest or any Entry submitted, or for the authorized or unauthorized actions of Participants or other third parties. The Released Parties are not responsible for events requiring a cancellation or postponement of the Contest, for Entries that are incomplete, illegible, lost, intercepted, misdirected, undelivered or unintentionally filtered as SPAM, or not otherwise sent or received by the intended recipient or by Sponsor, or for hardware or software malfunctions, delayed, unavailable, or failed network connections or communications, or other errors or impediments of any kind, whether technical or non-technical in nature, relating to the Contest, its administration, the processing of Entries, or the announcement of winners.

By participating in the Contest each Participant (and each associated Contributor) agrees, to the maximum extent allowable under applicable law, to release and hold the Released Parties harmless from and against any and all liability whatsoever for any injuries, losses, or damages of any kind arising from, or in any way connected with, participation in the Contest, any Contest-related activity, or any Entry submitted, or the shipping and handling, receipt, possession, loss, use or misuse of any prize distributed. The limitation of liability in this section does not apply to claims for personal injury or death caused by Sponsor's or its agents' negligence, or to liability of Sponsor and its agents for willful misconduct or gross negligence, or any other liabilities that may not be excluded by law. Participants agree that Sponsor's only obligation is to accept eligible Entries and submit them to the Judges (and ultimately to distribute prizes) according to the procedures and criteria set forth in these Official Rules, that these obligations are fair and adequate consideration for any Entry submitted, and Participant (and each associated Contributor) is not entitled to and will not seek any further compensation.

- 9.4. **Not a contract or offer of employment and no authority to bind.** This is a Contest for prizes only and NOT A CONTRACT OR OFFER OF EMPLOYMENT. Under no circumstances will participation in the Contest, the submission of an Entry, distribution of a prize, or anything in these Official Rules be construed as a contract or offer of employment with the Sponsor. Each Participant (and each associated Contributor) acknowledges and agrees that no confidential, fiduciary, agency, or other special relationship or implied-in-fact contract now exists between him/her and Sponsor, and no such relationship is established by Participant's (and any associated Contributor's) decision to submit an Entry in this Contest. Participants have no authority to make any representations, warranties, or other commitments to any third party on behalf of Sponsor or any products or services provided by Sponsor, nor any right or authority to bind Sponsor to any action or agreement whatsoever.
- 9.5. **Governing law; venue; disputes.** This Contest is governed by the laws of the State of California, U.S., without regard to choice of law or conflicts of laws or principles (whether of the State of California or any other jurisdiction), and all claims must be resolved exclusively in the state and federal courts in Santa Clara County, California.
- 9.6. **Entrant's Personal Information:** Information collected from Participants is subject to Sponsor's Privacy Policy accessible at <https://security.intuit.com/privacy/>. By entering, each Participant (and his/her associated Contributors) consents to the collection, use, and disclosure of personal information as described in Sponsor's Privacy Policy and in these Official Rules.
- 9.7. **Winner List.** After all winners are determined and verified, a winners' list will be available on the Site and posted for approximately 2 weeks.