

**2019 Cisco Global Problem Solver Challenge  
TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.**

**BY REGISTERING FOR THIS CONTEST, YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THIS CONTEST AND DO NOT SUBMIT AN ENTRY.**

**NOTE: WE ARE NOT CLAIMING OWNERSHIP RIGHTS TO YOUR ENTRY.**

**TERM.** This Contest (the "Contest") opens on October 23, 2018 at 12:00am Pacific Time and ends on January 11, 2019 at 5:00pm Pacific Time, (the "Contest Period"). Entry into this Contest is acceptance of these Official Rules. This Contest is sponsored by Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134 USA ("Sponsor" or "Cisco").

**ELIGIBILITY.** This Contest is open and offered only to (1) individuals age eighteen (18) years or older at the time of registration ("Individual Participant"), 2) teams of up to five individuals age eighteen (18) years or older at the time of registration ("Team Participant"), and (3) legal business entities ("Business Entity Participant") satisfying the following requirements:

- Individual Participant. Individuals must be either (a) current students at any post-secondary institution, or (b) recent graduates who completed a post-secondary degree after March 1, 2017.
- Team Participant. A minimum of fifty percent (50%) of the individual members comprising a team must be either (a) current students at any post-secondary institution, or (b) recent graduates who completed a post-secondary degree after March 1, 2017.
- Business Entity Participant. Business entities must be at least 25 percent (25%) owned by (a) current students at any post-secondary institution, and/or (b) recent graduates who completed a post-secondary degree after March 1, 2017. Business Participants may be required, in Sponsor's sole discretion, to provide proof of business ownership for verification purposes.

For purposes of this Contest, "post-secondary" refers to an education beyond high school level as defined in the United States, such as education offered by colleges, universities, vocational schools, and any other educational facility that provides an academic degree or certificate.

PLEASE NOTE: Individual Participants, Team Participants, and/or Business Entity Participants that have previously received monetary awards in the Cisco Global Problem Solver Challenge or a Cisco prize at the Rice Business Plan Competition are not eligible for this Contest.

Confirmation of eligibility will be required prior to awarding any prizes.

This Contest is also not open to: (1) employees or internally contracted vendors of Sponsor or its parent/subsidiaries, agents and affiliates; (2) the immediate family members or members of the same household of any such employee or vendor; (3) anyone professionally involved in the development or administration of this Contest; (4) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (5) any employee whose employer's guidelines or regulations do not allow entry in the Contest or acceptance of the prize(s). This Contest is not open to Individual Participants who are permanent residents of the province of Quebec, Canada during the Contest period, Team Participants with one or more team members who are permanent residents of the province of Quebec, Canada during the Contest period, or Business Participants located or registered in the province of Quebec, Canada, of which one or more of the owners are permanent residents of the province of Quebec, Canada during the Contest period. Canadian participants may be required, in Sponsor's sole discretion, to provide proof of a permanent address, business location(s) and/or registration (as applicable) outside of Quebec for verification purposes. In addition, residents of Cuba, Iran, Syria, North Korea, Myanmar

(formerly Burma) and Sudan are not eligible to participate. This Contest is void in these countries and where otherwise prohibited or restricted by law.

**HOW TO ENTER.** To enter the Contest, visit <https://cisco.innovationchallenge.com> (the “Site”) from October 23, 2018 to January 11, 2019, accurately and truthfully complete the online registration form, accept these Terms and Conditions and follow the instructions for submitting an “Entry” as described on the Site and below. An “Entry” must be an original idea for an early stage technology-enabled solution that drives economic development and/or solves social or environmental problems as described further on the Site. The party submitting an Entry is referred to as a “Participant” or “you.” Participants may submit an Idea individually, or as part of a team, or as a Business Entity (as described below). As used herein, “Entry” means all submissions, original ideas, videos, documents or other materials submitted to Sponsor in connection with the Contest. Each Entry must be the original creation of the Participant. Once submitted, Entries may not be cancelled, removed or revoked by the Participant. Sponsor, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use any Entry.

## CONTEST PARTICIPATION

**Individuals:** Individual Participants may enter the Contest in their individual capacities to develop and submit a single Entry

**Teams:** As an alternative to participating as a single individual, a group of individuals may elect to form a team (“Team”) of up to five members to develop and submit a single Entry. Each member of the Team (“Team Member”) must accept these Terms and Conditions. Sponsor reserves the right to disqualify any Team (and all Team Members) if any one Team Member has not accepted these Terms and Conditions.

Teams must designate one individual member as the “Team Leader” for contact and Contest administrative purposes. The Team Leader will be responsible for submitting the Entry on behalf of the Team. An individual may only be a member of one Team. In the event an individual on a Team is disqualified, the Team the individual belongs to and the Entry submitted by the Team will be disqualified.

**Business Entities:** Business Entity Participants must enter the Contest on behalf of their legal business organizations to develop and submit a single Entry. An Entry submitted by a Business Entity Participant must designate one individual member as the “Business Team Leader” for contact and Contest administrative purposes. The Business Team Leader will be responsible for submitting the Entry on behalf of the Business Entity. Any individual who is employed by a Business Entity Participant may not submit an Entry in his or her individual capacity (i.e., as an Individual Participant, or as part of a Team).

**IMPORTANT NOTE TO BUSINESS ENTITY PARTICIPANTS:** By submitting an Entry, you represent and warrant to Sponsor that your Business Team Leader (a) is an authorized representative of the Business Entity Participant, and is submitting the Entry on behalf of such business entity, and (b) has obtained all necessary approvals from the Business Entity Participant to enter the Contest pursuant to these Terms and Conditions, including all employee and corporate permissions to submit any intellectual property to Sponsor. If you have any questions about such authority and permissions, you should work directly with counsel from the Business Entity Participant before submitting any Entry.

Participants may only submit one Entry. Participants are responsible for any costs or expenses associated with preparing and submitting an Entry. All Entries suspected of violating intellectual property rights, or any local or country law(s) will be ineligible. Participants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. All Entries (and related information) shall be deemed collected and judged in the United States of America.

All Entries must be submitted in English.

Each Participant agrees that Sponsor will have the right, but not the obligation, in its sole discretion to contact any Participant regarding a possible transaction or other business relationship with Sponsor to commercially pursue a submitted idea.

Below is a general description of the Contest process:

### **Qualification**

To enter the Contest, each Participant is required to 1) complete an online questionnaire (to be provided by Sponsor) (the "Initial Submission") as described on the Contest Site and 2) submit a 90 second overview video to further explain their Entry. The video must not depict recognizable third party marks, copyrights, brands or other property, unless Participant has obtained all proper licenses. All trademarks, service marks, copyrighted materials, and venues must be generic in nature.

Each Initial Submission along with the other information requested of Participant during the registration process, may be reviewed by Sponsor and/or one or more judges selected by Sponsor (collectively, the "Judging Panel"), to determine if the Initial Submission meets the eligibility criteria for the Contest as described in these Terms and Conditions. In Sponsor's discretion, Sponsor may engage third-party subject matter experts and judges to serve on the Judging Panel and/or assist with the review of Entries and selection of Contest winners.

All Initial Submissions determined by the Sponsor and/or the Judging Panel as meeting the eligibility criteria (based on a preliminary review) will advance to Round One. [NOTE: During this qualification process, the Sponsor will perform a preliminary review of Entries only. In the event an Entry proceeds to the later rounds, Sponsor reserves the right to conduct a more detailed review of the Entry/Participants to definitively determine eligibility for the Contest -- which eligibility decision will be made in Sponsor's sole discretion.]

In the event that Sponsor (with input from the Judging Panel, as appropriate) determines that any Initial Submission does not or may not meet the eligibility criteria for the Contest, Sponsor may (a) disqualify the Entry, or (b) request that the Participant submit a revised, clarified description of the Entry, for further consideration by Sponsor.

All Initial Submissions that are determined to be initially eligible for the Contest per the process described above will advance to Round One (described below).

**All Initial Submissions must be received by Sponsor on or before January 11, 2019 at 5:00pm Pacific Time.**

### **Round One**

After an Entry has been qualified per the process described above, it is deemed to be in Round One, and the Initial Submission is deemed "final" and can no longer be modified by a Participant.

Participants may be invited to either a) attend a Webex conference call to answer questions and/or to further explain or clarify their Entry or b) respond to written questions via email. A request for a Webex conference call or email questions does not indicate that the Participant will be a Semi-Finalist, and not all Participants will be requested to join a conference call or answer questions via email. If a Participant is invited to respond to questions via email, they will be given a minimum of 5 days to respond. Participant agrees that the information, ideas and materials provided to Sponsor in connection with Round One, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Contest, may be publicly disclosed by Sponsor or its agents, and used for Sponsor's marketing and public relations activities, in Sponsor's sole discretion.

From all the Entries in Round One, the Judging Panel will select up to fifty (50) Entries to proceed to Round Two as Semi-Finalists. The Judging Panel will make its selections based on the content of the Entries using the judging criteria as outlined in these Terms and Conditions.

Round One judging will take place between January 14 – February 24, 2019. Semi-Finalists are expected to be announced on or about February 25, 2019.

## **Round Two**

To enter Round Two, each Semi-Finalist is required to 1) submit a 90 second overview video, and 2) complete an online questionnaire (to be provided by Sponsor) (the “Round two Submission”) as described on the Contest Site. The video submitted in Round One may be re-submitted in this round. Alternatively, a new video may be submitted. The video must not depict recognizable third party marks, copyrights, brands or other property, unless Participant has obtained all proper licenses. All trademarks, service marks, copyrighted materials, and venues must be generic in nature. Submissions for Round 2 will be open between February 25, 2019 and March 29, 2019 at 5pm Pacific Time.

Participants may be invited to either a) attend a WebEx conference call to answer questions and/or to further explain or clarify their Entry or b) respond to written questions via email. A request for a WebEx conference call or email questions does not indicate that the Participant will be a Finalist, and not all Participants will be requested to join a conference call or answer questions via email. If a Participant is invited to respond to questions via email, they will be given a minimum of 5 days to respond.

Participant agrees that the information, ideas and materials provided to Sponsor in connection with Round Two, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Contest, may be publicly disclosed by Sponsor or its agents, and used for Sponsor's marketing and public relations activities, in Sponsor's sole discretion.

From all the Entries in Round Two, the Judging Panel will select up to fifteen (15) to proceed to Round Three as Finalists. The Judging Panel will make its selections based on the content of the Entries using the judging criteria as outlined in these Terms and Conditions.

**All Round Two Submissions must be received by Sponsor on or before March 29, 2019 at 5:00pm Pacific Time.**

Round Two judging will take place between March 30 – April 28, 2019. Finalists are expected to be announced on or about April 29, 2019.

## **People’s Choice Award**

The video overviews and short summaries from the questionnaires belonging to the Finalists selected in Round Two will be entered in the People’s Choice Award for public voting. Public votes will be based on review of the video overview submitted by the Participant. The Participant owning the video overview with the highest number of votes at the end of the round will win the People’s Choice Award, as described in the Prizes section below.

Note: The People’s Choice Award is in addition to the other Contest awards and winning the People’s Choice Award does not preclude winning any of the other prizes.

Potential winners must comply with all Terms and Conditions; winning is contingent upon verification of eligibility and compliance with all requirements herein. Sponsor will announce the

winner on the Site and attempt to notify the winner individually by mail, email or telephone (at Sponsor's discretion and using the information provided in the registration).

People's Choice voting will take place between April 29 and May 17, 2019. The winner is expected to be announced on or about May 20, 2019, subject in part to timely return by the potential winner of all appropriate documents required by Sponsor. (See the "Affidavits and Releases" section below.)

### **Round Three**

From the Finalists selected in Round Two, the Judging Panel will select up to nine (9) Contest ("Winners"), using the judging criteria described in the "Judging Criteria" section below. In addition, Finalists may be invited to a WebEx conference call to answer questions and/or to further explain or clarify their Entry. Not all Participants will be requested to join a conference call.

Participant agrees that the information, ideas and materials provided to Sponsor in connection with Round Three, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Contest, may be publicly disclosed by Sponsor or its agents, and used for Sponsor's marketing and public relations activities, in Sponsor's sole discretion.

Final Round judging will take place between April 29 – May 17, 2019. Winners are expected to be announced on or about May 20, 2019, subject in part to timely return by the potential winners of all appropriate documents required by Sponsor. (See the "Affidavits and Releases" section below.) All decisions of the Judging Panels are final, non-appealable and binding. Potential winners must comply with all Terms and Conditions; winning is contingent upon verification of eligibility and compliance with all requirements herein. Sponsor will announce the winners on the Site and attempt to notify them individually by mail, email or telephone (at Sponsor's discretion and using the information provided in the registration).

### **JUDGING CRITERIA:**

All Entries that meet the eligibility criteria for the Contest and do not otherwise violate any terms and conditions of the Contest, as solely determined by Sponsor, will advance to Judging Round One.

For Judging Round One, Judging Round Two, and Judging Round Three, the Judging Panel will make their selection based on the content of the Entries and using the following criteria:

1. Innovative Internet of Things (IoT) or digital technology aspect of solution: How innovative is the solution in its use of new or existing technology to solve a local or global problem? Are there other solutions available and if so, how does this differentiate from them? (33%)
2. Feasibility: How feasible is the solution to put into practice? Does the solution make sense financially? Will the solution be sustainable over the long term? (24%)
3. Impact: What is the scale of potential social impact? How broad is the impact? How many people will your solution reach? How significant is the impact? (33%)
4. Clarity: How well do you articulate your solution and the potential impact it will have on society? (10%)

**CONTENT TERMS OF SUBMISSION:** Proof of an uploaded Entry does not constitute proof or evidence that Sponsor received the Entry within the Contest Period or that it is otherwise eligible for the Contest. Sponsor reserves the right to disqualify and/or remove any Entry or Participant for any reason or no reason within its sole and absolute discretion. Nothing in these Terms and Conditions shall require Cisco to monitor or edit the Site or any Entries for offensive or otherwise objectionable content.

Notwithstanding the foregoing, Cisco may reject or remove from the Site or Contest any Entry which might be considered, offensive, defamatory, obscene, illegal, harmful, in violation of the Site Acceptable Use Policy or that otherwise falls short of Sponsor's (or its customers') standards. All Participants shall use the Site according to these Terms and Conditions and any Site Acceptable Use Policy available at the Site.

### **REPRESENTATIONS AND WARRANTIES**

By submitting an Entry, Participant represents and warrants as follows:

- i. all registration information is complete, accurate and truthful;
- ii. For Individual Participants and Team Participants: no person or entity (including your employer or academic institution) other than you has any right, title or interest in any part of your Entry;
- iii. For Business Entity Participants: The Business Team Leader (a) is an authorized representative of the Business Entity Participant, (b) is submitting the Entry on behalf of the Business Entity Participant, as an organization, and (b) has obtained all necessary corporate and other approvals from the Business Entity Participant, as an organization, to enter the Contest and submit the company's intellectual property, as contemplated under these Terms and Conditions.
- iv. no other party is entitled to claim royalties from the use of the Entry;
- v. your Entry does not and will not infringe or violate any rights of any third party or entity, including, without limitation Intellectual Property Rights (as defined below), defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
- vi. your entire Entry is an original work by you, and you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted hereunder;
- vii. you (and any Entries made by you) shall at all times comply with any Site Acceptable Use Policy available at the Site;
- viii. your Entry does not contain content that is inconsistent with the permissible uses outlined by these Terms and Conditions, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable;
- ix. you will not upload, post or otherwise transmit any Entry or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware; and
- x. you are not submitting any confidential, proprietary, or trade secret information.

#### **NO CONFIDENTIAL RELATIONSHIP**

No Entry will be received or held "in confidence" and under no circumstance will your Entry create a confidential relationship or obligation of secrecy between you and Sponsor or between you and any other party. Without limitation of the foregoing, you understand and agree that your Entry may be publicly disclosed by Sponsor on the Site, or in other public communications, forums and media. Before submission, Participants should be guided by their own attorneys as to the desirability of seeking patents or other protection for Entries. Participant acknowledges that Sponsor may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Entry. Accordingly, nothing herein shall prohibit Sponsor from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry. You recognize that other persons or entities may have provided Sponsor or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Entry. You acknowledge and agree that Sponsor shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Sponsor's use of such materials. In the event that your Entry is identical or similar to the Entry of another Participant, Sponsor reserves the right to score one Entry higher than the other subject to the judging criteria set forth below and at the sole discretion of the Judging Panel.

#### **PRIZE(S):**

Subject to these Terms and Conditions, once confirmed by Sponsor, the winner(s) will receive the following:

- One (1) Grand Prize of \$100,000 USD
- One (1) Second Place Prize of \$75,000 USD
- Three (3) Third Place Prizes of \$25,000 USD each
- Four (4) Fourth Place Prizes of \$10,000 USD each
- One (1) People's Choice Award of \$10,000 USD

For Teams and Business Entity Participants, the prize amounts will be distributed to the Team Leader, the official representative specified in the winning entry, or the Business Team Leader. The Team Leader and the Business Team Leader will have sole responsibility for further distribution of any cash prizes among Team Members or within the Business Entity Participant that has submitted an Entry through the representative, respectively.

The total value of all prizes is \$300,000. All amounts are in United States dollars. No assignment or transfer is allowed by Winner. If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

**ADDITIONAL WINNER(S) REQUIREMENTS.**

For a period of three (3) years, Winner(s) will comply with reasonable requests from Cisco to provide updates to Cisco on their progress and use of the prize.

For a period of three (3) years, Winner(s) will comply with reasonable requests by Cisco for interviews and appearances, including granting Cisco the right to use his/her name, likeness and related content in Cisco marketing campaigns and Cisco-owned platforms. Winner(s) agree to execute any necessary releases for this purpose.

**NOTIFICATION OF WINNER(S).** Winners will be notified by phone, mail and/or email, at Sponsor's discretion. Sponsor's decision will be final in all matters. Sponsor may also send potential winner(s) a declaration of eligibility / liability / publicity release ("Release"). Unless restricted by law, potential winners receiving such a Release may be required to complete and return it within the time period specified therein. The prize may be forfeited and, in such case, an alternate potential winner may in Sponsor's discretion be selected from among the remaining eligible entries (using the criteria described above), if a potential winner: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Prizes will be sent to winner as quickly as practicable following notification (and receipt of any Release and related document, if applicable).

**TAX CONSIDERATIONS.** Each winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the prize. If applicable, the winner(s) may be issued an IRS Form 1099 or other tax documentation.

**AFFIDAVITS AND RELEASES.** All Winners will be required to sign and return an Affidavit/Declaration/Certificate of Eligibility/Release of Liability, for receipt by Sponsor within five (5) calendar days of the date such documents are dated. Such documents may include a requirement that the Winners obtain written consent from his/her employer or university (in a form provided by Sponsor) that such employer or university has no rights or other interest in the idea submitted by the Participant. In the event of noncompliance with these Terms and Conditions, if a Winner or potential winner cannot be reached using the contact information provided on the Entry on or within two attempts, or if the prize-winner notification is returned as unclaimed or undeliverable, the prize will be forfeited and an alternate potential winner may be selected. Prizes are not assignable or transferable in whole or in part. No prize substitutions allowed, in whole or in part, except the Sponsor reserves the right to substitute a prize of comparable value.

**VERIFICATION/AUDIT.** Participant understands and agrees that Cisco may (but is not required to) verify, audit or otherwise confirm Participant's identity, registration information, eligibility or other information relating to any Participant or Entry that may aid Sponsor in selecting Contest winner(s). Participant hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with Cisco throughout the duration of the Contest. Cisco, in its sole and absolute discretion, may suspend, remove or otherwise eject any Participant suspected of providing false, misleading or other

information that may fail to comply with these Terms and Conditions, any applicable Site Acceptable Use Policy or any other Contest rules or regulations.

## **GENERAL CONDITIONS.**

The Contest is subject to applicable federal, state and local laws, and these Terms and Conditions.

Each winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the prize. If applicable, the winner(s) may be issued an IRS Form 1099 or other tax documentation for the approximate retail value of any awarded prize.

Participant grants permission to Sponsor and its authorized representatives to use his/her name, address (city and state/province/territory/country), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval.

Following the Contest Period, Sponsor shall not be required to retain records of any Entries.

By participating, Participant hereby: (a) agrees bound by these Terms and Conditions, and the decisions of Sponsor, which shall be final and binding; and (b) waives any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. Once submitted, an Entry cannot be deleted or cancelled.

Participant acknowledges and agrees that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize or the Contest. All warranties are hereby disclaimed; and each potential winner will accept the Prize "AS IS." All costs and expenses, including support services, not specifically listed above as part of the prize, are solely the winner's responsibility.

In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to enter will be deemed to be the person making the Entry. The authorized "account holder" is the natural person 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.

Subject to applicable law, Sponsor reserves the right in its discretion, to (a) cancel, terminate, modify or suspend this Contest and these Terms and Conditions, for any reason, at any time and without any liability, and (b) limit or restrict participation in the Contest, upon notice.

All Participants are solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding Participant's participation in trade promotions or acceptance of promotional prizes; and by entering this Contest, Participant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If a Participant is not permitted to accept any received prize, then the Participant may return such prize to Sponsor; and Sponsor will refund the cost of shipment, as appropriate.

Use of any automated entry device or software is prohibited. Creation or use of multiple accounts for registration, voting or participation in the Contest is prohibited. To the extent the Contest uses or requires functionality of any third party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), you understand that the Contest is not sponsored by such third parties, and further agree to follow the policies on such website(s), as applicable. Sponsor reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Contest or violating these Terms and Conditions, or otherwise acts in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner; and Sponsor reserves the right to cancel the Contest should it suspect fraud or for reasons out of the control of Sponsor. Disputes regarding these



Official Rules and/or this Contest will be governed by the internal laws of California. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Contest administration; (e) technical or human error which may occur in the administration of the Contest or the processing of entries; or (f) other factors beyond Sponsor's reasonable control. Sponsor is not responsible for injury or damage to any Participant's or any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site.

If for any reason the Contest is not capable of running as planned by Sponsor, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. If Contest is cancelled prior to the end of the Contest Period, for the reasons stated above, notice will be posted on the Contest website; and some or all of the prizes may, in Sponsor's sole discretion, be awarded to potential winners to be selected (using the judging criteria described above) from among all the remaining uncorrupted entries received up until the time of modification or cancellation.

Sponsor shall not be liable to any Participant or other person for failure to supply any prize or any part thereof, by reason of the prize becoming, for reasons beyond the reasonable control of Sponsor, unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsor's control.

**LIMITATIONS OF LIABILITY AND RELEASE.** PARTICIPANT AGREES THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY PARTICIPANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND IN CONNECTION WITH THE CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

**PUBLICITY.** Participant acknowledges and agrees that Sponsor may use the Contest (including any submission) for publicity, advertising or other marketing purposes, in any media, and may use the name,

likeness, and hometown name and/or prize information of potential winners as part of that publicity, without additional compensation to the potential winners.

**PRIVACY.** All personal information collected by Sponsor will be used for the administration of the Contest and in accordance with Sponsor's privacy policy. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at <http://cisco.com/web/siteassets/legal/privacy.html> for important information regarding the collection, use and disclosure of personal information by Sponsor.

**CHOICE OF LAW:** This Contest and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of California and the United States of America, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms and Conditions shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. Participants hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

**OFFICIAL RULES AND WINNERS' LIST.** For a copy of these Official Rules or the names of winners, please contact Sponsor by mail at the address below addressed to attention: [cisco-challenge-support@skild.com](mailto:cisco-challenge-support@skild.com). Or please check the Site for a list of winner's names. Winners list to be available approximately ten days after the Contest Period.

**SPONSOR: Cisco Systems, Inc., 170 West Tasman Drive, San Jose, California, USA, 95134**