

Thriving Through Technology Buildathon Terms and Conditions

Lenovo (United States) Inc. (“Lenovo”) and the appliedAIstudio, Inc. (“appliedAIstudio”), in partnership with the Scott-Morgan Foundation (“SMF”) (collectively referred to, along with any affiliates of the three organizations, as “Buildathon Organizers”) are launching the Thriving Through Technology Buildathon (“Buildathon”), which is to be held at Lenovo Offices in Morrisville, NC and virtually world-wide. The Buildathon will be open to everyone (subject to eligibility requirements)—students, professionals, retirees, and those unable to work due to disability—who seek to discover innovative solutions to the challenges that people with severe disabilities experience.

The goal of this event is to inspire people to apply their creative and innovative skills to new classes of assistive technology and build tools that move beyond helping people survive and into the realm of enabling them to thrive.

This event will provide an opportunity for brilliant talent to build into an existing ecosystem of assistive technology with the help of other mentors and experts, who—together with the panel of judges (see below)—will be on hand throughout the Buildathon. Buildathon competitors will experience the unforgettable thrill of using their skills to make a difference while coming together with peers who share the same passion for digital technology and innovation.

The Buildathon is open to teams of up to five people. Individuals who register without a team may form teams from other independent participants (onsite or virtually) or will be assigned to a team by Buildathon Organizers. The Teams scoring highest by the judges panel in each of the below themes of Buildathon submissions will be awarded prizes.

DESCRIPTION AND GENERAL REGULATIONS FOR THE BUILDATHON (“Regulations”)

1. Objectives of Thriving Through Technology Buildathon

At this global Buildathon, event participants will have the opportunity to demonstrate innovation in assistive technology using devices, software, hardware, and/or solutions. Participants need to demonstrate their solutions are aligned with the event categories and present to an esteemed panel of judges.

The four competition themes are:

- (1) HighcliffAI in High Def
- (2) Health Monitoring
- (3) Mobility Support & Cybernetics
- (4) Signals & Communication Methods

Additional detail for each competition theme to be provided through the Buildathon event communication and website.

2. Buildathon: The Event

The event will be conducted physically and virtually. Physical participation does not offer any advantage over virtual participation.

- General competition window is September 27th, 8:30 AM EDT– September 30th, 11:59 PM EDT with all submission presentations to judges taking place virtually starting on October 1st.
- Depending on the working time zones of virtual participants, additional competition windows may be established and communicated to virtual participants during registration.
- Physical event will take place at: 8001 Development Dr, Morrisville, NC 27560. Schedule and building hours will be communicated in the Buildathon event communications.
- Lenovo and the appliedAIstudio reserve the right to change the days, times, and location of the event due events beyond its control, including technical or organizational needs, by announcing such changes on the Buildathon official webpage here: [Buildathon | appliedAIstudio](#).

3. Eligibility

3.1. ELIGIBILITY; VOID WHERE PROHIBITED

Buildathon is open to all individuals who are 18 years of age or older or have otherwise reached the age of majority in the country or state in which they reside. THIS BUILDATHON EVENT SHALL NOT APPLY, AND THESE TERMS ARE VOID, WHEREVER IT WOULD BE RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. Individuals employed by Lenovo, the appliedAlstudio, or SMF or their respective parents and affiliated companies, subsidiaries, and/or any third party judging panel service at any time during the Buildathon, and members of their immediate family or persons living in the same household (including family members of and/or persons living in the same household as any judge on the judges panel), are not eligible.

3.2. NO PURCHASE NECESSARY TO ENTER OR WIN

Participation in the Buildathon is free of charge. You do not need to purchase any Lenovo or appliedAlstudio product or service to enter or win the Buildathon.

3.3. Ineligible Individuals

- You will be immediately disqualified and forfeit any prizes if you are or become:
 - (1) otherwise prohibited by applicable export controls and sanctions programs;
 - (2) a resident anywhere that the Buildathon is prohibited by law; or
 - (3) otherwise do not meet the eligibility requirements above.

3.4. Verifying Eligibility

Buildathon Organizers reserve the right to verify your eligibility and to adjudicate any dispute regarding eligibility at their sole discretion. You agree to provide Buildathon Organizers with any proof of eligibility requested, and your refusal or failure to provide such proof within five (5) days of request will result in your disqualification from the Buildathon and forfeiture of any prizes.

4. Requirements to Register

Registration for participation in the Buildathon is to take place online by providing all necessary information using the forms that can be found here: [Buildathon | appliedAlstudio](#)

Registration will end September 25, 2022 at 11:59 PM EST.

Any registrations submitted with incomplete or inaccurate information may result in the team and all members thereof being disqualified from participation in the Buildathon. Lenovo and appliedAlstudio rulings in this regard are final.

4.1. Individual Requirements:

- (1) access to the Internet
- (2) a valid email address
- (3) one (1) completed online Individual Registration Form at [Buildathon | appliedAlstudio](#)

4.2. Team Requirements:

- (1) a name as chosen by its members. Team names must not be connected in any way with the names of companies or registered trademarks or use expressions that incite violence or are discriminatory, obscene, or represent any form of defamation. Failure to comply will result in disqualification of the team and all members thereof.
- (2) up to five (5) members listed by their emails used on their Individual Registration Forms. Buildathon Organizers, at their sole discretion, may assign registered individuals who do not have a team to a team with less than five (5) members. If any team member emails cannot be matched to an Individual Registration Form, that email will be void and not considered a member of the team.

- (3) teams must ensure that all individual team member information is complete and accurate. If information provided during online registration is found to be incomplete and/or inaccurate, even if related to just one team member, the entire team and all members thereof, at the sole discretion of the Buildathon Organizers, may be disqualified and excluded from the Buildathon.
- (4) a team member can only be associated with one (1) team, with the first team that registers a team member being designated the team of record.
- (5) one (1) completed online Team Registration Form found at [Buildathon | appliedAlstudio](#)

5. Requirements for Participation

- Teams may not be changed once the competition has begun
- Teams must have access to the Internet
- The members of each team agree that any project presented will be its original creation and will not use or disclose any trade secrets, proprietary information, intellectual property, or confidential information of any third party. Further the members of each team agree not to present projects that have previously been submitted in connection with any other Lenovo, appliedAlstudio, or third-party initiatives or projects that have been presented at previous editions of Lenovo hackathons, buildathons or any other third-party competition(s) similar to the Buildathon.
- Topics developed must meet the challenge requirements detailed in the Buildathon event communications
- Teams must follow submission guidelines as outlined in the Buildathon event communications

6. Requirements Receive a Prize

6.1. Contact Information and Mailing Address

If requested by Buildathon Organizers, you must provide your name, phone number, a valid mailing address, and any other information Buildathon Organizers may need to award or send you a prize. This information must be provided in English using ASCII characters only and will be used to award and send a prize to you. Use of non-ASCII characters may prevent or delay your receipt of an award or prize. Buildathon Organizers will endeavor to deliver prizes to all eligible prize recipients. You understand that there may be rare circumstances under which Buildathon Organizers are unable to disperse a prize due to administrative, carrier, or legal restrictions.

6.2. Government Officials

If you are a government official, you may not enter the Buildathon. By registering and participating in the Buildathon, you represent that you are not a government official in any country. "Government officials" include any government employee; candidate for public office; an employee of government-owned or government-controlled companies, public international organizations, and political parties. You agree to comply with all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage.

7. Communications

All communications between you and Buildathon Organizers must be in English.

8. Judging

8.1. Judges

At 11:59 pm EDT on September 30, 2022, the Buildathon will be closed in its entirety. The projects executed by the teams for the Buildathon competition will be evaluated by a panel of expert judges consisting of members of Lenovo senior management, appliedAlstudio senior management, people living with disabilities, researchers, and other authoritative figures from the world of high-tech and innovation.

8.2. Criteria

Teams can elect to be judged under one of three rubric options:

8.2.1. Design

Submissions are judged based on detailed design documents for how the solution would be implemented, and how it is expected to help people with disabilities thrive. This category is primarily for participants who are not software developers or engineers. Or teams who want to tackle large complex solutions that cannot be prototyped in the allotted competition time.

8.2.2. Implementation

Submissions are judged based on demonstrated solution prototypes. This could be code or hardware prototypes.

8.2.2.1. Implementation: Found Problem Deep Dive

An unfortunate byproduct of time compressed creative challenges is abandoning ideas that run into blockers. However, knowing about such blockers is of immense value. If participants believe they have an excellent idea but run into a blocker that cannot be resolved in the timeframe of the competition, they may elect instead to be judged by Found Problem Deep Dive. Submissions under this category must describe their original idea, detail the blocker, identify possible solutions, and provide a detailed proposal for the best solution to solve the problem.

Detailed Judging Rubrics will be provided with Buildathon event communications. The three (3) team project submissions within each competition theme receiving the highest scores among all eligible submissions within such themes as chosen by the panel of judges will be declared the first, second and third place Buildathon winners within such categories, respectively, and each member of such teams will receive the corresponding prizes below. In the event of a tie, the winning team will be selected at random from the tied teams.

9. Prizes

The approximate retail value (“ARV”) in USD of each prize is listed below. Any difference between the ARV and the actual value, if any, will not be awarded. Prizes and prize values are non-transferable and non-refundable. Not redeemable for cash. No substitutions or extensions. Prizes must be accepted as awarded, and prizes are awarded “AS IS” with no warranty, representation or guarantee, express or implied, in fact or in law, made by Buildathon Organizers or for which Buildathon Organizers shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of a prize is permitted, except by Lenovo, who reserves the right to substitute a prize or any prize component with another prize or prize component of greater or equal value, in the event of unavailability of the advertised prize. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize, as well as any other costs and expenses not specified herein as being awarded. As a condition to awarding a prize, a winner may be required to provide to Buildathon Organizers a valid social security number, national insurance number, social insurance number, personal public service number, or PESEL for tax reporting purposes. An IRS Form 1099 may be issued in the name of the winner, for the actual value of the prize received. Other restrictions may apply. Prizes will be awarded only if the potential prize winner fully complies with these Terms and Conditions. If a potential winner is found to be ineligible, is not in compliance with these Terms and Conditions, declines to accept the prize, or does not comply with Lenovo’s instructions, the prize may be forfeited. All details of the prize not set forth herein will be determined by

Lenovo in its sole discretion. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner.

Winning team members will each be awarded the following prizes by the panel of judges:

9.1. HighcliffAI in High Def

- **First Place:** Yoga Slim 7 Pro X (~\$1000)
- **Second Place:** Lenovo Go Wireless ANC Headset (~\$100)
- **Third Place:** 15.6-inch Laptop Urban Backpack B530 (~\$30)

9.2. Health Monitoring

- **First Place:** Yoga Slim 7 Pro X (~\$1000)
- **Second Place:** Lenovo Go Wireless ANC Headset (~\$100)
- **Third Place:** 15.6-inch Laptop Urban Backpack B530 (~\$30)

9.3. Mobility Robotics & Cybernetics

- **First Place:** Yoga Slim 7 Pro X (~\$1000)
- **Second Place:** Lenovo Go Wireless ANC Headset (~\$100)
- **Third Place:** 15.6-inch Laptop Urban Backpack B530 (~\$30)

9.4. Signals & Communication Methods

- **First Place:** Yoga Slim 7 Pro X (~\$1000)
- **Second Place:** Lenovo Go Wireless ANC Headset (~\$100)
- **Third Place:** 15.6-inch Laptop Urban Backpack B530 (~\$30)

The total ARV of all available prizes in the Buildathon is not greater than USD \$25,000. Only the prizes specified in the numbers indicated will be awarded, unless Lenovo, in its sole discretion, chooses to substitute the prize with one of equal or greater value. You are not a winner of any prize until you have been verified as a winner the Buildathon Organizers. Decisions of Buildathon Organizers are final in all matters relating to the Buildathon.

10. Acknowledgements and Consents

10.1. Care of Facilities, Materials, and Equipment

By accepting these Regulations and participating in the Buildathon, each participant undertakes, for the entire duration of the Buildathon, to make use of any facilities in which the competition is to be held and any materials and equipment provided by Lenovo or the appliedAIstudio with the utmost care and diligence and to comply fully with the rules of conduct and safety established by Lenovo and the appliedAIstudio. Event participants will be held liable for any damage caused to people or property.

10.2. Consent of Personal Information, Privacy and Use of Video and Images

By registering for the Buildathon, each individual participant and team member consents to the handling of their personal information and acknowledges and agrees that Lenovo and/or the appliedAIstudio may photograph and/or video such individual participating in the Buildathon. Participants further agree to Lenovo's use of their personal information for both online and offline direct marketing purposes. You may review Lenovo's Privacy policy at: <https://www.lenovo.com/us/en/privacy/>. Your personal information may be shared with the other Buildathon Organizers. The individual Buildathon Organizers are solely responsible for their use of this information. You may review the appliedAIstudio's Privacy Policy at [Privacy Policy | appliedAIstudio](#)

10.3. No right of Compensation or Reimbursement

Buildathon participants hereby acknowledge that event participation is voluntary and free of charge and that participation does not entail any right to compensation of any kind or to reimbursement of any expenses incurred.

10.4. Waiver of Claims

By participating in the Buildathon, participants acknowledge and agree that Buildathon Organizers and Judges Panel may obtain many project entries in connection with the Buildathon and/or produce materials similar to such entries, and that such project entries may be similar or identical in theme, idea, format or other respects to other entries submitted in connection with the Buildathon. Each participant hereby waives any and all claims he/she/they may have had, may have, and/or may have in the future, that any project entry and/or other works accepted, reviewed and/or used by the Buildathon Organizers or Judges Panel or any other entrant may be similar to his/her/their entry, or that any compensation is due to the participant in connection with such entry or other works used Buildathon Organizers or Judges Panel

10.5. Accuracy of Personal Information

All individuals and members of each team are to ensure that the personal information provided upon registration online is true and accurate.

10.6. Acceptance of Decisions

By participating in the Buildathon, unconditionally accept all decisions made by Buildathon Organizers with regard to Buildathon organization.

10.7. Intellectual property rights, guarantees, and release of responsibility

By participating in the Buildathon and accepting these Regulations, each participant hereby:

- declares that each software, deliverable, application, prototype or development work presented is an original work and in no way violates, in whole or in part, the intellectual or industrial property rights of others and hereby indemnifies, releases and holds harmless Lenovo, the appliedAIstudio, the Scott-Morgan Foundation and their affiliates from any and all claims, responsibility, liability, or request for compensation for damages that may be made by any third party as a result of such participant's participation in the Buildathon;
- acknowledges, and agrees that neither Lenovo nor the appliedAIstudio shall obtain any ownership rights in any software, deliverable, application prototype or technology developed and presented as part of the Buildathon;
- agrees to grant, and does hereby grant, to Lenovo and the appliedAIstudio a worldwide, nonexclusive, perpetual, irrevocable, royalty-free and fully paid up license under any and all intellectual property rights in its submissions hereunder to make, have made, use, license, sub-license, import, export, sell and offer to sell any products or services, without limitation or restriction; and
- represents and warrants that their employer, if any, either (a) has no rights in or to any submissions made to the Buildathon by the participant, or (b) is aware of their participation and agrees that the Buildathon Organizers shall each obtain the license specified above.

10.8. Publicity

Each Buildathon participant agrees to the use of his/her/their name, voice, performance, photograph, image, video footage and/or likeness, and statements made by or attributed to them in relation to their participation in the Buildathon for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Lenovo, the appliedAIstudio, the Scott-Morgan Foundation and their designees, without additional compensation, notification or additional consents from participant or any third party and without prior approval or inspection (unless prohibited by law), and to execute a separate specific consent to such use if requested to do so.

10.9. Miscellaneous

- Participants agree to abide by and be bound by these Terms and Conditions and the decisions of Lenovo and the appliedAIstudio, which shall be final and binding with respect to all issues relating to

the Buildathon. Each participant also agrees that Lenovo or the appliedAlstudio may disqualify the participant from the Buildathon if either Lenovo or the appliedAlstudio believes, in either of their sole and absolute discretion, that a project entry or participant fails to comply with these Terms and Conditions. Participants who fail to comply with the provisions of these Terms and Conditions will be removed from the event, as will those who hinder and/or seek to compromise the proper functioning of the judging process or the outcome of the Buildathon as a whole by way of fraudulent or other prohibited conduct. If Lenovo or the appliedAlstudio rejects any project entry, such entry will be disqualified and will not be considered a valid entry. If, for any reason, the Buildathon is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Lenovo and/or the appliedAlstudio which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Buildathon, Lenovo and the appliedAlstudio reserves the right at their sole discretion to cancel, terminate, modify or suspend the Buildathon.

- Except as may be prohibited by applicable law, neither Lenovo, the appliedAlstudio, the Scott-Morgan Foundation nor any of their affiliates bear any liability for any special, incidental, indirect, punitive, exemplary or consequential damages, loss of, or damage to, data, loss of profits, business, revenue, goodwill or anticipated savings in connection with the Buildathon or the prizes, regardless of whether a claim arises in contract, tort, (including gross negligence where legally permissible) or otherwise.
- By participating in the Buildathon, each participant agrees to release and hold harmless Lenovo and all other Buildathon Organizers and each of their respective parent companies, affiliates, subsidiaries, officers, directors, representatives, agents and employees, from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; 2) any use by Lenovo, the appliedAlstudio or the Scott-Morgan Foundation of any project submissions or other materials or work product developed or submitted by such participant in connection with the Buildathon; and/or 3) participation in the Buildathon or any prize related activities.
- In addition to the above, participants undertake to observe the following simple rules of conduct for your behavior and your application: respect the other participants; do not use expressions that incite violence or forms of discrimination, obscenity, or defamation; avoid content that is offensive, vulgar, defamatory, or that violates privacy or is otherwise against applicable law, as well as advertising content or content that concerns political or religious views or other such ideologies; avoid developing applications that are clearly off topic compared to the assigned challenge; do not violate copyrights, trademarks, or other such rights; observe data-protection legislation; do not receive outside assistance by way of e-mail or other forms of messaging.