CMU Venturewell Energy Hackathon 2020

Terms and Conditions

Thank you for your interest in the 2020 CMU Venturewell Energy Hackathon (“Hackathon”) organized by Carnegie Mellon University (“CMU”) with the support of Venturewell, the Lemelson Foundation and our other sponsors.

BY REGISTERING FOR AND/OR PARTICIPATING IN THE HACKATHON, YOU (“you”) ARE AGREEING TO THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CMU REGARDING THE HACKATHON.

CMU has the right to modify these Terms and Conditions, which modification shall be effective immediately upon posting. Accordingly, we suggest that you check this page periodically. To make your periodic review more convenient, we will post a date at the bottom of this page.

What is the Hackathon? Hosted by the Wilton E. Scott Institute for Energy Innovation at Carnegie Mellon University, the Hackathon is an opportunity for collegiate students to tackle some of the toughest challenges facing leading energy companies and organizations. Students work in interdisciplinary teams to combine their energy expertise, data analytics, business intelligence and economic reasoning to solve a specific problem presented to them.

Who is eligible to participate? Each individual who participates the Hackathon (“Participant”) must be:

• currently enrolled as a student at Carnegie Mellon University, the University of Pittsburgh, Duquesne University, Chatham University, Carlow University, Point Park University, Robert Morris University, or La Roche University;

• able to virtually attend all of the scheduled Hackathon events, including but not limited to the kickoff, presentations, and the prize announcement ceremony;

• at least 18 years old who is legally able to enter into a contract;

• a lawful resident of the United States (for clarity, lawful resident does not mean you have to be a U.S. citizen or a permanent resident in the United States—e.g., being in the U.S. and participating in the Hackathon subject to an appropriate visa is acceptable); and

• able to obtain (or otherwise have access to) the necessary equipment/devices, Internet access and other resources necessary to participate in this virtual event as described in these Terms and Conditions.

Dates and Times of the Hackathon. The Hackathon is scheduled to take place virtually September 29-30, 2020. However, certain Hackathon activities must take place only during specified timeframes on those days. All presentations, ceremonies and other activities described below will take place solely in an online format through various electronic platforms and not in person.

• The Hackathon kicks off on September 29, 2020 at 8:30 AM EDT with a presentation by The Wilton E Scott Institute for Energy Innovation followed by a presentation of challenges by companies. Participants can ask questions and talk to company representatives during this time.
• Students have 24 hours (i.e. from 10:00AM EDT on September 29, 2020 until 10:00 AM EDT on September 30, 2020) to complete the challenge and prepare a presentation.
• On September 30, 2020, the Participants will show their presentations to judges as described in the judging process below. The Hackathon presentations are tentatively scheduled to conclude at 2:30 PM EDT on September 30, 2020.
• The winners are expected to be announced at a ceremony later September 30, 2020 (tentatively scheduled for 3:30 PM EDT).

How to Register. To register to be a Participant in the Hackathon, you must go to the designated registration site, fill out a registration form and indicate that you agree to these Terms and Conditions. You will need to provide certain information about yourself to register. Registration capacity is limited and are on a first come, first serve basis, and CMU has the right to end registration or limit the number of registrants at any time in its discretion.

Team requirements. The Hackathon is expected to be a team event, with a maximum of four (4) people on each team. If you know 1-3 other people who are also registering for the Hackathon and with whom you intend to be on a team, you may indicate that in your registration. If you do not have any (or enough) selected teammates who registered as Participants, we will assign you to a team taking into consideration the skills and level of proficiency that you indicated in your registration form.

NOTE- due to COVID-19, team members are expected to coordinate with each other virtually rather than in person regardless of whether some/all of team members are physically present at the same school or otherwise are in close geographic proximity (except for those team members who are already roommates or live in the same household).

Equipment Needs. Please be advised that this is a virtual event made available solely via the Internet, and Participants are responsible, at their own cost and expense, for having any and all necessary devices, data plans, Internet access and electricity necessary to access and participate in the Hackathon. In addition, the event will require use of certain third party platforms and resources, which could include but are not necessarily limited to Zoom, Google Forms, Box and Slack. Participants are responsible for reviewing any applicable terms for using such services and deciding if they are acceptable to Participant, and for setting up any necessary accounts on such services.

In the event Slack is used to communicate to/among the Participants, CMU currently intends to email the Participants a link that will enable the Participants to join a Slack workspace set up by CMU. In such case, Participants understand they will need to following Slack’s processes for joining such workspace and will abide by the then-current Slack user terms of service incorporated by reference into these Terms and Conditions (currently available at https://slack.com/terms-of-service/user).

In the event Box is used, CMU will set up a Box folder for each team and provide the Participant team members with access.

Any Slack workspace access, Box folder access or other resources made available by or through CMU for the Hackathon may be used solely for the applicable Hackathon purposes and for no other purposes.

CMU currently intends to use the following platforms for the following parts of the event (subject to change):

Zoom is expected to be used for:
• Kick-off presentation by Scott Institute
• Challenge Presentations by companies
• Mentor sessions
• Round 1 and Round 2 final presentations
• Winner announcements

**Google Forms** is expected to be used for:
• Hackathon registration
• Judging

**Box** is expected to be used for:
• Provision of data to Participants
• Submission of slide deck presentations by Participants

**Slack** is expected to be used for:
• Communication with Participants by CMU/mentors and/or as an instant messaging option for Participants throughout the event.

**Data made available to Participants.** Companies suggesting the challenge ideas for the Hackathon are expected to make data available for use by the Participants working on that challenge problem. CMU expects to make such data electronically available to the relevant Participants. Participant agrees to use the data made available to it only in connection with the work and presentation for the Hackathon and for no other purpose. Upon the completion of the hackathon, you agree to delete any data and/or copies that may be on your laptop or other devices.

**How do I become eligible to win prizes?** To be eligible to compete for team prizes, all members of the team must be registered Participants in the Hackathon. Prospective winners may be contacted virtually during the event by using contact information provided in the person’s registration. As described in more detail below in these Terms and Conditions, prospective winners may be required to provide any requested proof of eligibility and will be required to sign additional paperwork to be formally declared winners and to claim any prizes.

**Judging and Determination of Winners.** Final presentations will be judged as follows. The first round of judging will be conducted separately for each challenge problem (e.g., all of the teams working on the same specific company-suggested challenge will be judged against each other during round one). The judging panel for round one will consist of both company representative(s) and outside representative(s). The team with the top score for each particular challenge problem will advance to the second round of judging. The top team from each challenge problem will then move to the second round of judging. Representatives of the companies who suggested the challenge problems will not be judges for the second round. The second round judges will determine first, second and third place. The people’s choice winner will be determined by audience voting. It is possible that the people’s choice selection will be one of the teams determined to be in first, second or third place.

The judges will consider the following criteria:

**Validity**
- Has the team developed a working solution for the challenge?
- Has the team effectively utilized the data available to them to inform their recommendations?
- (if applicable) Has the team utilized other publicly available datasets to further validate their recommendations?
Feasibility
- Does the solution offer sufficient value or benefit to outweigh estimated cost and risk?
- Are recommendations backed by sound economic reasoning?

Quality of Presentation
- Do the slides effectively utilize data visualization in the form of charts, graphs, tables, etc. to support recommendations?
- Did the team deliver a compelling and succinct final presentation?
- Were the slides visually appealing and easy to understand?
- How well were team members able to respond effectively to questions related to their solution/recommendations?

Prize Structure:
First Prize - $1000
Second Prize - $750
Third Prize - $500

As described below in these Terms and Conditions, the prizes listed above are per team, not per person. The prize listings may be supplemented or modified from time to time in CMU’s sole discretion.

Other rules and terms for the Hackathon.

- All work and presentations must be done solely by eligible Participants during the designated times during the event.

- You understand and agree that photos, videos and/or other recordings may be taken during the Hackathon. You hereby grant CMU the perpetual, irrevocable, sublicensable, transferable right to copy, use, display and publish the photos, any videotaped, photographed, and/or recorded materials in which you appear in any online, electronic and/or print format (including but not limited any social media sites or platforms) for any educational and/or promotional purposes of CMU and/or its Hackathon vendors, contractors, content partners and/or sponsors.

- All information provided to register for the Hackathon must be true and correct. You are responsible for keeping such information up-to-date.

- If you register to be on a team with other Participants, you understand that information about you may be provided to other team Participants.

- CMU may use certain third party service providers or services (“Third Party Providers”) to support portions of the Hackathon (including but not limited to registration services). Such Third Party Providers may include, but are not necessarily limited to, Google, Zoom, Box and Slack. By registering for and/or participating in the Hackathon through use of a Third Party Provider, you agree that you are responsible for reviewing the applicable terms and privacy policies of those Third Party Providers and that CMU is not responsible for your interactions with those Third Party Providers.

- At any time, in the sole and absolute discretion of CMU, CMU shall be entitled to disqualify a Participant and/or team in the event of a failure to meet relevant eligibility criteria or any other violation or suspected violation of these Terms and Conditions.
CMU will determine participation eligibility, declare winners (including but not limited to how to handle a tie), and award prizes in its sole and absolute discretion. You agree that such decisions are final and are not subject to review or reconsideration.

Prize amounts listed are per team, not per person, and are in United States Dollars. Each Participant on such team shall be eligible to receive an equal share of such prize. Prizes awarded are non-transferable, and if any non-cash prizes are offered they are not exchangeable for cash. The ability to offer and provide, and for any Participant to receive, any prize(s) are subject to applicable laws and regulations and to availability (including but not limited to any/all individual or entity donors or prospective donors having provided the relevant prizes and/or prize funding to CMU as anticipated). To the extent permitted under applicable laws and regulations, CMU may, in its discretion, arrange for certain prizes to be provided to winners directly by third party prize donors rather than by CMU.

CMU reserves the right to verify the identity and eligibility of all Participants and teams at any time. Without limiting the general nature of the prior sentence, prior to (and as a condition of) awarding any prizes, CMU in its sole and absolute discretion may require additional paperwork to be executed by the relevant Participants following the end of the Hackathon.

IF THE PROSPECTIVE WINNERS DO NOT COMPLETE, SIGN AND RETURN THE REQUIRED PAPERWORK WITHIN NINETY (90) DAYS FOLLOWING THE HACKATHON (UNLESS CMU IN ITS DISCRETION AGREES TO A LONGER TIME) OR COMPLY WITH SUCH LAWS, CMU MAY, IN ITS SOLE DISCRETION, DECLARE THAT YOUR PRIZES HAVE BEEN FORFEITTED AND/OR SELECT AN ALTERNATE POTENTIAL WINNER.

This Hackathon is held in the United States and intended only for individuals who may legally participate in the Hackathon under relevant U.S. laws and regulations (including but not limited to U.S. export control laws and regulations and/or sanctions administered by the Office of Foreign Assets Control). You agree to participate in the Hackathon in compliance with any and all applicable laws and regulations. You may not participate in the Hackathon for any unlawful purpose or engage in any conduct which restricts others from participating in the Hackathon. You must comply with any and all applicable rules and restrictions of at the applicable online platforms through which the Hackathon is being held. CMU reserves the right to remove any individual from the Hackathon if the individual is not authorized to participate in the Hackathon, is violating any rules or restrictions of any Third Party Providers through which the Hackathon is being held, is violating these Terms and Conditions, and/or is otherwise disruptive or engaging in activities detrimental to the conduct of the Hackathon, all as determined by CMU in its sole discretion.

The Hackathon (including but not limited to the location, the challenge problems, any data and any access to online services such as Slack or Box) is made available on an AS-IS, WHERE IS, and any and all implied warranties or duties are hereby disclaimed. CMU can discontinue the Hackathon, or suspend or postpone the Hackathon, and/or access to any data or online services being facilitated through CMU, at any time in its sole discretion.
The Hackathon information and registration site may include links to third-party sites which are not under the control of CMU. CMU is not responsible for the content or operation of such sites, which may have their own terms. The inclusion a link to a third-party site does not imply endorsement by CMU.

CMU and its relevant content providers reserve any and all of their respective rights in materials provided or made available to you in connection with the Hackathon. You are authorized to access and use such materials solely with respect to registration for and/or participation in the Hackathon. You may not use the Hackathon site or any data/materials provided to you for use in the Hackathon for any unauthorized purpose. All rights not specifically granted are reserved.

The Hackathon and these Terms and Conditions are governed by the laws of the Commonwealth of Pennsylvania. Any claims or disputes relating to the Hackathon site, the Hackathon and/or these Terms and Conditions must be settled exclusively in the federal or state courts located in Allegheny County, Pennsylvania. You agree to the exclusive jurisdiction of any such courts and waive any objection to the laying of venue in any such courts or the convenience of the forum.

To the maximum extent permitted under applicable law, CMU, its directors, officers, employees, agents, representatives, vendors, contractors, content partners and sponsors (collectively, “Indemnitees”) shall not be liable for any damages, losses or claims resulting from any person’s participation (or attempted participation) in the Hackathon. To the maximum extent permitted under applicable law, Indemnitees are not responsible for technical problems or technical malfunction or other occurrences which may affect the operation of the Hackathon, including but not limited to: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; inaccessibility of the Hackathon site or any third party service being used in connection with the Hackathon (including but not limited to any third party websites or Internet service providers); traffic congestions on the Internet; and/or inaccessibility or unavailability of an email account, data, app or other item used or desired to be used in connection with the Hackathon). To the maximum extent permitted under applicable law, all Participants and any other individuals registering through the Hackathon site and/or attempting to participate in the Hackathon hereby release the Indemnitees from any and all claims, damages or liabilities arising from or relating to their participation or attempted participation in the Hackathon.

To the maximum extent permitted under applicable law, you agree to indemnify and hold harmless Indemnitees from and against any and all claims, suits, actions, losses, expenses, damages, penalties, and costs, including reasonable attorneys’ fees resulting from any actual or alleged violation of these Terms and Conditions by you and/or your participation in the Hackathon.

If any portion of this these Terms and Conditions is determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law, then the rest of these Terms and Conditions will remain in effect and the parties will substitute a suitable and equitable provision for the invalid/unenforceable provision in order to carry out the original intent and purpose of the original Terms and Conditions.

You may not assign, delegate or transfer your registration for the Hackathon and/or any of your rights or obligations under these Terms and Conditions. Any attempted assignment, delegation or transfer shall be void.

These Terms and Conditions together with any Hackathon registration represent your entire agreement with CMU with respect to your participation in the Hackathon. These terms cannot be modified or changed except with the written agreement of CMU.