

2020 Facebook Online Hackathon Series

Official Rules

Effective for Contests Starting After: November 01, 2020 (see section 16 for Rules of earlier dated Contests)

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN ANY CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IS OPEN ONLY TO THOSE WITH PRIOR INTERNET ACCESS WHO MEET ALL THE REQUIREMENTS IN SECTION 5. VOID WHERE PROHIBITED BY LAW.

1.OVERVIEW AND AGREEMENT TO OFFICIAL RULES. Be sure to regularly check online at **devpost.com** or other designated site (the, “**Website**”), for announcements or updated announcements (collectively “**Announcements**”) about 1 or more Facebook online hackathon contests, their respective start and end dates, registration and entry criteria, submission, judging, winner selection, number and value of available prizing (each and all, “**Contest(s)**”) occurring during the first quarter of 2021. Each such Contest Announcement authorized by Facebook company, collectively comprising the “**2020 Facebook Online Hackathon Series**” or “**Series**”.

Important: Participation in the 2020 Facebook Online Hackathon Series and each encompassed Contest is governed by any Contest details provided in Website Announcements and by these terms and conditions (collectively, the “**Official Rules**”). Any alleged or actual ambiguity, discrepancy or inconsistency between the Website, Announcements, and these Official Rules will be resolved by Sponsor in its sole discretion. Participation in any Contest throughout the Series constitutes each Entrant’s full and unconditional acceptance of and agreement to comply with and be bound by their respective Official Rules terms and the decisions of the Administrator and Sponsor, and failure to do so may result in disqualification.

2.ADMINISTRATOR AND SPONSOR. The 2020 Facebook Hackathon Series is administered by Devpost, Inc. (“**Administrator**” or “**Devpost**”) and sponsored by Facebook, Inc., at its principal place of business in Menlo Park, California (“**Sponsor**”) sometimes, together with its respective affiliated companies, brands, products, services, and representatives, referenced in these Official Rules as “**Sponsor and its Affiliates**”. Each the Administrator (on the one hand) and Sponsor and its Affiliates (on the other hand) are sometimes referred to in these Rules individually as a “Released Party” and collectively, the “Released Parties”.

3.PRIVACY AND DATA. To administer the Series, evaluate, display, and communicate with you about an Entry, conduct marketing and promotion of the Series, Contests and Entries, verify and announce winners, fulfill prizes, and comply with applicable law, all Entries, including any personal data provided in the Entry, will be collected and may be transferred to the United States and used and shared by, to, and among the Administrator and Sponsor and its Affiliates and with third parties. By entering and participating in any Contest, each Entrant (including each Individual, Team, or Organization) consents to have their Entry used as described above. Entry information received by Sponsor and its Affiliates will be treated in accordance with Sponsor’s privacy policy at <https://www.facebook.com/policy.php>, and that received by Administrator in accordance with its policy at <https://info.devpost.com/privacy>. Entrants can

access, delete, or correct personal data received by Sponsor or Administrator by viewing their respective policies and following the instructions provided.

4.MEANINGS FOR CERTAIN OTHER CAPITALIZED WORDS AND PHRASES. Throughout the Official Rules:

When this term is used	It means
"Contest Period"	The entry, judging, testing/security check, and potential winner notification dates and phases of any Contest(s)
"Entrant" or "Entrants"	Each separate Individual, Organization, and Team, together with all their respective Individual constituent members, that submits an entry in any Contest
"Entry" or "Eligible Entry"	A complete submission made by an Entrant during any Contest Period that has all required elements in compliance with Website Announcements and these official rules.
"Individual"	A natural person who is at least 18 years old and the age of majority where they live and eligible under section 5 below to participate in any Contest
"Judges"	Persons designated by the Sponsor to evaluate and score Entries for determining a Contest winner
"Organization"	A lawfully formed and recognized business entity or organization comprised of and representing 2 or more Individuals
"Representative"	Any 1 Individual who is appointed and authorized by a Team or Organization to represent, act, and enter on their behalf and to legally bind them (and be bound) to comply with the Official Rules
"Team"	Any associated group comprised of and representing 2 or more Individuals and that is not an Organization
"Territory"	Countries where eligible Entrant(s) are domiciled worldwide that are not expressly excluded under section 5 below

5.WHO IS ELIGIBLE TO PARTICIPATE. Entry and participation in any Contest is open only to Individuals, Organizations, and Teams with prior internet access who at the time of entry and throughout the entire 2020 Facebook Online Hackathon Series have a Facebook and Devpost online account in good standing, are not under any legal or contractual obligation that would prohibit their participation, are not domiciled in Quebec, Canada, the Crimea, Cuba, Sudan, Iran, North Korea, Syria, and is not otherwise a person or located in any other country under any trade or economic sanction or on any program or country list designated by the United States Treasury's Office of Foreign Assets Control, or where the laws of the United States or local law prohibits their participation or receipt a prize in any Contest.

Individuals may enter any Contest on an Individual basis and/or by joining as part of one or more Team(s) or Organization(s). If acting as a Representative, then by entering that Individual also represents and warrants that he or she is authorized to so act.

6.WHO IS NOT ELIGIBLE. Any Individual who does not meet the requirements outlined in section 5 or for whom participation in any Contest would mean a violation by them of any law applicable to them or any agreement to which they are a party, is ineligible to participate. Government and political entities and their officials, and employees, officers, directors, members, managers, agents, and representatives of Sponsor and its Affiliates and the Administrator, or any other entities participating in the design, promotion, marketing, administration, or fulfillment of any Contest, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies and any family (i.e., spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law) or other member of the same household (whether or not related) are also not eligible to enter or win a prize in any Contest.

7.TIMING. The table below provides the initially planned, tentative dates for each Contest Period. The finalized entry and submission requirements and additional detail for each Contest will be provided in Announcements on the Website. 10:00 a.m. EST open and 5:00 p.m. EST close times apply for all listed dates. Note: Prior to the official public opening or start of any Submission Period, all Contest dates are tentative and subject to change. Administrator's clock is the official timekeeper for all Contests.

2020 Facebook Hackathon Series					
	Contest No.	Submission Period	Judging	Testing / Security Check	Announce Potential Winner
Hackathon 1	1 - 3	Feb 10 - Mar 16	Mar 17 - Mar 20	Mar 21 - Mar 23	Mar 24
Hackathon 2	4 - 6	May 15 - Jun 24	Jun 25 - July 8	Jul 9 - July 14	July 15
Hackathon 3	10 - 12	July 28 - Sept 7	Sept 8 - Sept 14	Sept 15 - Sept 17	Sept 18
Hackathon	SEE CONTEST ANNOUNCEMENT ON WEBSITE - devpost.com/facebook				

8.HOW TO ENTER. Prior to the start of any Contest Period, Entrants must check the Website to view Contest Announcements and follow any instructions provided to register, create, and enter your Contest submission (all required elements submitted in compliance with the Official Rules collectively, the "Entry"). Once entered, submissions may not be changed.

KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF THE ENTRY.

Sponsor may run similar, but separate promotions during any Contest Period and entry into any one Sponsor promotion or any one 2020 Facebook Online Hackathon Series Contest does not constitute entry into any other Contest or Sponsor promotion. **To be eligible for consideration in any Contest, each individual Entry must be newly created during the corresponding Contest Period, be different from any prior Entry, and not have previously won a prize in any contest or hackathon offered by any third party,** solely as determined by Sponsor or Administrator. Once an Entry is

submitted that same Entry (or a materially identical Entry, solely as determined by Sponsor or Administrator) must not be concurrently entered in any other Series Contest.

Contest Entries may not be acknowledged and will not be returned and proof of Entry submission or attempted submission does not necessarily mean the Entry has been received by Sponsor or Administrator. Neither the Sponsor nor Administrator are responsible or liable for attempted Entries or communications that are not received, incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or undeliverable whether due to technical process or failure or to human error, or for Entries generated or originated by a macro, bot, commercial promotion subscription, notification, entering services, or other automated means which will not be accepted and are void.

Limits on Entries: Entrants may submit more than one eligible Entry for any one or more Contests, however, the Entry and all its elements intended for Judge evaluation must be unique and substantially different from Entrant's other Entries, as determined by Sponsor and Administrator, and regardless of the number of Contests or Entries entered, each Entry is only eligible to win one prize in the entire 2020 Facebook Online Hackathon Series (Individuals making multiple winning unique Entries are eligible to receive more than one prize).

9.ADDITIONAL ENTRY REQUIREMENTS. The final particulars, entry and submission requirements and related details for each Contest will be provided in Announcements on the Website. When an Announcement calls for submission of a software application, below supplements those Announcements and describes what must be generally true about the application to be eligible for consideration in any Contest:

For Any Application Software Submitted for Contest Entry:	
Required Language	To be eligible, all Entries must be submitted in the English language (or provided with an accurate, complete written English translation) and received by Sponsor and Administrator during the applicable Contest Period
Required New	All Entries must be newly created by Entrant during the applicable Contest Period
Required Access	Projects planned for submission as part of an Entry must be uploaded for evaluation and testing per the submission guidelines for each specific product or Contest as provided for in any related Website Announcements. To be considered, Entrants may be required to provide a link to their publicly accessible code repository to Sponsor, Administrator, and Judges as directed
Required Availability and Access	Entries must be made available free of charge and with sufficient access throughout the applicable Contest Period for viewing, evaluation, use, and testing by Sponsor, Administrator and Judges

Required Functionality:	Entries must be capable of successful and consistent install, operation, and function on the stated platform as described and depicted within the Entry and any Video submitted
Optional SDK, API, and Data Integration	May integrate any SDK, API, and/or data provided that these elements are made available and authorized by their owners for use for such purposes
Required Compliance with Platform Policies	Entrants must at all times comply with the letter and spirit of the Facebook Terms of Service(https://www.facebook.com/legal/terms), Community Standards (https://www.facebook.com/communitystandards/), Facebook Platform Terms for developers (https://developers.facebook.com/terms/), Developer Policy (https://developers.facebook.com/devpolicy/) and other platform terms and policies applicable to developers, as well as the Devpost Terms of Service (https://info.devpost.com/terms) and Community Guidelines (https://info.devpost.com/guidelines), and any other use terms, policies, documentation, and other guidelines applicable to any platforms used to develop, host, operate, testing, distribute, and display any application Any attempt to subvert or work-around of such terms and conditions or policies may, in Sponsor's sole discretion, lead to such Entrant's disqualification
Required to be Owned or Licensed Intellectual Property or Lawful Public Domain Content	Entries must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity. All Entries, including application software, depictions or disclosures of or about personally identifiable persons or data, images or other intellectual property comprising Entries must be solely owned by or licensed to Entrants, or lawfully in the public domain, and/or otherwise properly permissioned for all the uses made by the Entrant (including parental or legal guardian permission in cases of any Entry that discloses or depicts a personally identifiable minor or any other individual or their data). Any part of an Entry not lawfully in the public domain, owned or properly permissioned or licensed by or to the Entrant is expressly prohibited from Contest participation. Sponsor may at any time request written Entrant's proof of ownership or proper license or permission for use of any material comprising the Entry. Failure to evidence such proof timely or to Sponsor's satisfaction may result in ineligibility and disqualification of the Entrant and/or Entry
Prohibited Content	Entries must be suitable for publication and viewing by general audiences and must not include or describe any contain any harmful, illegal or unlawful activity or any content that is false, fraudulent, deceptive, misleading, defamatory, libelous (including trade libel), disparaging, harassing, threatening, profane, obscene, pornographic, hateful, indecent, inappropriate, or injurious to any Released Party or any other person or third-party and must not create or imply any endorsement, affiliation, or false association between any Released Party and other individual or unrelated entity, or their products or services

No Financial or Preferential Support	No application software may be developed, or derived from software that was or is developed with the direct or indirect aid of financial or preferential support (including but not limited to development under or with any contract, commercial license or other funding, investment, or support) from either the Sponsor or Administrator. Any time prior to the end of the Contest Period or delivery of prize, Sponsor may disqualify any Entry or application from receiving a prize in any Contest if Sponsor determines doing so would cause a real or perceived conflict of interest or unfair advantage
---	---

10.JUDGING AND WINNER SELECTION. At the end of each Contest Submission Period, the Judges will review and rank each eligible Entry received, to determine the potential winners, using the following rating scale and criterion. Winners will be determined as specifically described in these Official Rules, and not using any random drawing or method incorporating chance:

Rating Scale	Rating Criterion
1 - 5 Possible Points	<i>Quality, Creativity, Originality of the Idea</i>
1 - 5 Possible Points	<i>Potential for Strategic Impact in / on Product Category</i> (as determined by Judges)
1 - 5 Possible Points	Overall Implementation of Idea including: ○ how well the idea was executed, ○ extent to which Facebook products and their features were leveraged ○ extent to which respect for user privacy was considered or incorporated in the design

In the event of a tie in totaled points it will be resolved (and the winner determined) between or among the tying Entries based on the Entry with the Judges' highest point score under the "*Overall Implementation of Idea*" Criterion. If there is still a tie, the tie will be similarly resolved in favor of the Entry with the higher score under the "*Potential for Strategic Impact in / on Product Category*" Criterion. Judges are not required to test the software submitted as part of any Entry and may evaluate Entries and determine winners based solely on the text description, images, and videos, submitted for Entry. Judges' decisions are final and binding in all matters relating to a Contest. Each Entrant acknowledges that Entries and their components independently created and/or submitted by other Entrants may contain or be based on similar ideas and concepts and that no Entrant will be entitled to any compensation or right to negotiate with the Administrator or Sponsor and its Affiliates because of these similarities.

11.WINNER NOTIFICATION. Potential winners will typically be notified on or about 3 days after close of the Contest Testing / Security Check phase. Administrator or Sponsor or its designee will attempt to notify eligible potential winners by contacting the Individual or designated Team or Organization Representative associated with the Entry.

Potential winners (including each Individual associated with the Entry) may be required to complete and return a signed (and notarized if applicable) Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law), tax and/or related prize-acceptance or other required documents within 10 days (or other time frame specified) after attempted notification and in the form provided by

Sponsor without revision in order to claim the prize or the prize may be forfeited and an alternate winner selected. If at any time any Individual cannot be reached, fails or refuses to timely return any prize claim documents as instructed or to comply with these Official Rules, or if any attempted Individual notification or other Contest-related communication by Sponsor or Administrator is returned as undeliverable, then the Entry associated with that Individual (including any Team or Organization Entry) may be disqualified in Sponsor's sole discretion and the Released Parties will have no further liability or responsibility to that Individual, Team or Organization or associated Entry (even if other Team or Organization members have complied with Sponsor's requirements).

Subject to verification, all prizes legitimately claimed in accordance with the Official Rules will be awarded and Sponsor reserves the right to determine and award fewer than the stated number of winners and prizes if an insufficient volume of eligible Entries or in the event of failed or incomplete prize claims. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any, and is under no obligation to pursue alternate winners or more than 1 alternate winner.

12. PRIZES AND QUANTITY. The expected maximum number of prizes to be awarded throughout the entire 2020 Facebook Online Hackathon Series is 54 total (up to 3 total prizes for each of 18 separate Contests occurring throughout the Series) and the expected aggregate approximate retail value (ARV) of all prizes to be awarded in the 2020 Facebook Hackathon Series is up to \$378,000 US Dollar max. (perceived value may be attributed by winners to certain virtual and non-commodity prize components) depending on the type and number (Individual, Team, Organization) of Individual winners. The particular details of each Hackathon, including the number and composition of any Contest(s) comprising the Hackathon and the type and quantity of prizes or prize package components awarded in any single Hackathon or Contest or throughout the entire Series may differ from that described in these Official Rules. Available Contest prizes or prize packages (only 1 per winning Entry) will be provided in Announcements and regardless of the size of a Team or Organization, the maximum divisor for purposes of prize award is 4. For example, if the winner is a Team or an Organization and a prize or prize package provides for the award of cash or cash equivalent amount, in no event will more than 1 single cash or equivalent payment be awarded to that Individual, Team, or Organization, and/or if the winner is a Team or an Organization and a prize package provides for a conference pass or physical equipment or devices in no event will more than 4 total conference passes or devices be awarded, regardless of the number of Individuals comprising that Team or Organization.

All Prizes will be awarded to the Individual Entrant or Representative (if a Team or Organization) identified in the Entry who is solely responsible for distributing or allocating the prize among that Team or Organization and/or its participating members. Neither Administrator nor Sponsor and its Affiliates will have any responsibility or liability for any dispute regarding any Entrant, the identity of any Individual, or the composition, membership or distribution of any prize among any Team or Organization. In the event that any dispute regarding an Entry or Entrant cannot be resolved to Sponsor's satisfaction, the Entry will be deemed ineligible and the corresponding Entrant (whether Individual, Team, or Organization) disqualified. Actual prizes may differ from any promotional imagery and all prize details, including the form, mode and/or medium of delivery for electronic payments or other legal tender, scheduling and medium for virtual engineer calls or consultations, type of prize equipment or other product models, color, size, etc., and any other prize details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion and only after receipt and verification of any required prize claim documents. A winning Entrant may be required to provide a mailing address and proof of residency, bank information,

and/or create an account with an electronic payment provider of the Sponsor or Administrator's choosing in order to receive any cash or equivalent prize or prize component. Prize elements delivered by mail will only be mailed to the winning Entrant's address within the Territory. Allow at least 4-6 weeks for delivery of any prize or longer in the event of shipper or postal carrier or service provider shipment or delivery suspensions, restrictions, and delays.

All taxes and fees (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes, customs duties, fees, currency exchange charges), as well as any other expenses arising from the acceptance, receipt, or use of any prize and not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of the Individual winner(s). Entrants waive the right to assert as a cost of winning the prize, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim a prize. Winners may be required to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents are required to provide a completed form W-9 and residents of other countries are required to provide a completed W-8BEN form. Winners are each also responsible for complying with foreign exchange and banking regulations in their respective jurisdiction and reporting the receipt of the prize to relevant government departments/agencies, if necessary. The Sponsor, Administrator, and/or prize provider reserve the right to withhold a portion of the prize amount to comply with the tax laws of the United States or those of a winner's jurisdiction.

Sponsor is not responsible for any inability or unwillingness of any winning Entrant to accept or use the prize (or portion thereof) for any reason. If a winner does not accept or use the entire prize for any reason, the unaccepted or unused part of the prize will be forfeited, and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prize or prize element or any prize that is undeliverable or does not reach a winner because of incorrect or changed contact information. Differences between any stated and actual prize values (including differences in any stated value and the prevailing value or customary price a winner would have to pay for such product in any jurisdiction) will not be awarded. No cash alternative to non-cash prizes is available and no transfers, prize substitutions, or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute any stated prize or any prize component with another prize or component of approximately equal or greater value for any reason. If any prize component or activity is cancelled or postponed for any reason due to circumstances beyond the Sponsor's control, the balance of components comprising the prize will be distributed by Sponsor to the winner in full and complete satisfaction of the prize award.

13.PUBLICITY; ENTRANTS OWNERSHIP OF ENTRIES AND LICENSE GRANTED. ALL ENTRANTS RETAIN ALL OWNERSHIP RIGHTS, INCLUDING INTELLECTUAL PROPERTY AND INDUSTRIAL RIGHTS IN AND TO THEIR SUBMISSIONS. While Entrants retain ownership of their Entries by entering, and except where otherwise prohibited by law, each Individual grants to the Administrator and Sponsor and its Affiliates a non-exclusive, transferable, and sublicensable, right and license to use, publish, post, edit, modify, copy, reproduce, and distribute his/her/their Entry and any other content comprising his/her/their Entry, together with their name, voice, face, likeness in and in any medium (including online and in digital media) in any language, throughout the world, for the purposes of evaluating Entries, administering any Contest, announcing winners, and for any marketing or promotional purposes, without further review, notice, approval, consideration, or compensation beyond the opportunity to win a prize in this Contest. Each Individual Entrant represents and warrants that his/her/their

participation in any Contest and agreement to these Official Rules and any reproduction, display, or use of the Entry by Administrator or Sponsor and its Affiliates in accordance with these Official Rules will not violate any agreement to which Entrant is a signatory or party. Nothing contained in these Official Rules obligates the Administrator or Sponsor and its Affiliates to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

Each Entrant waives and releases the Administrator and Sponsor and its Affiliates from any and all claims that entrant may now or hereafter have in any jurisdiction based on “moral rights” or “droit moral” or unfair competition with respect to the Administrator’s and Sponsor and its Affiliates’ exploitation of any Entry without further notification or compensation to entrant of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Administrator, Sponsor and its Affiliates, each of their licensees, or any other person in connection with this Contest, on the grounds that any use of any Entry or element thereof or derivative works therefrom in accordance with this license infringes or violates any of entrant’s rights (including MORAL RIGHTS) therein. In no way limiting the foregoing, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Released Party’s actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party bot, application, service or other property, and Entrant’s rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

Further, each Individual and Entrant hereby acknowledges and agrees that:

- a. the invitation to participate in any Contest or to meet with Sponsor and its Affiliates (including all or any one of their employee to discuss Sponsor's products and other integrative solutions) is not an offer of employment and the relationship between any Individual Entrant and Administrator or Sponsor and its Affiliates is not a confidential, fiduciary, or other special relationship, and that the Entrant’s decision to submit his/her/their Entry for purposes of the Contest does not place Administrator or Sponsor and its Affiliates in a position that is any different from the position held by members of the general public with regard to the Entry), other than as set forth in these Official Rules;
- b. the Administrator and Sponsor and its Affiliates have wide access to ideas, text, images, video, code, applications, software, and other creative materials;
- c. neither Administrator nor Sponsor and its Affiliates has and will not have, now and in the future, any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of any Individual Entrant’s patent, copyright or other proprietary rights in and to an Entry or any of its component parts;
- d. many ideas, including ideas for applications and online services may be competitive with, similar, or identical to his/her/their Entry, Video, and/or each other in idea, function, components, format, or other respects and no Individual or other Entrant will be entitled to any compensation as a result of any use by Administrator or by Sponsor and its Affiliates of any such similar or identical material that has or may come to them from other sources.

14. GENERAL. Sponsor reserves the right in its sole discretion to disqualify from the Contest any Entrant whose Entry (in its sole discretion) refers to, depicts, or in any way reflects negatively upon a Released Party, the Contest, or any other person or entity, or that does not comply with these Official Rules, including any of the above Entry Requirements.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: NOTHING IN THESE OFFICIAL RULES LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID (“**NON-EXCLUDABLE GUARANTEES**”). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE ADMINISTRATOR AND SPONSOR EXCLUDE FROM THESE OFFICIAL RULES ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (I.E., DEFEND AND/OR REIMBURSE) THE ADMINISTRATOR AND SPONSOR AND ITS AFFILIATES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR AWARDED OF A PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY CONTEST- OR PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION, THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SPONSOR OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

Administrator and Sponsor and its Affiliates are not liable to and may disqualify any Entrant whose contact information does not work or whose Video is removed from a video hosting service for any reason prior to confirmation of the winners in this Contest, including, without limitation, as a result of being flagged as inappropriate. If any Contest is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest and award the prize based on eligible Entries received prior to cancellation, modification, or suspension, if any. Without limiting any other provision in these Official Rules, the Administrator and Sponsor and its Affiliates are not responsible or liable to any Entrant or winner (or any person claiming through such Entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Contest activities or Administrator's or Sponsor and its Affiliates' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

Any failure or decision by Sponsor to not enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Official

Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If any Individual supplies false information, participates or submits Entries or obtains a prize by fraudulent means, or is otherwise in violation of these Official Rules, Sponsor may disqualify that Individual and their associated Entry (even if the subject of a winner notification or announcement) and seek damages and/or prosecution. Entrants further agree to not tamper with, damage, impair, or cause interruption of a Contest or its security and fair administration or the participation by others. Sponsor and Administrator reserves the right to restrict or void participation from any Facebook or Devpost account, IP address, email address, domain, or device if any suspicious Entry and/or participation is detected. ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

15.DISPUTES / GOVERNING LAW. Except where prohibited by law, any and all disputes, claims, and causes of action between an Individual Entrant, Administrator, or Sponsor and its Affiliates arising out of or connected with this Contest, the determination of any winner, or any prize awarded must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an Entrant be permitted or entitled to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the Entrant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10 USD), and each Entrant further waives all rights to have damages multiplied or increased.

ALL HACKATHON SERIES CONTESTS AND ANY DISPUTE ARISING UNDER OR RELATED THERETO (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, USA, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES OR RULES THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY LEGAL ACTIONS, SUITS OR PROCEEDINGS RELATED TO ANY HACKATHON SERIES CONTEST (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN OR HAVING JURISDICTION OVER SAN MATEO COUNTY, CALIFORNIA, US, AND EACH ENTRANT ACCEPTS AND SUBMITS TO THE PERSONAL JURISDICTION OF THOSE COURTS WITH RESPECT TO ANY LEGAL ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS CONTEST.

16.COPY OF RULES / WHO WON. A copy of the Official Rules for any Hackathon Series Contest along with any announced Contest winners is available for viewing on the Website during the applicable Contest Period, or can be requested by sending an email with the subject line "2020 Hackathon Series Rules and Winners for Contest name | Hackathon [INSERT #]" to onlinehackathons@fb.com. Rules and winner information requests should be received no later than 6 months after the end of the corresponding Contest Period.

17.MINIMUM / ABBREVIATED ADVERTISING DISCLOSURES. *NO PURCHASE NEC. Enter before close of Submission period. Must be 18+. ARV / all prizes entire Series, up to \$378,000 USD max. Void where prohibited. Sponsor: Facebook. See details and Official Rules.*

