

## HACKTIVATE GREENVILLE

### TERMS AND CONDITIONS

1. **Sponsor; Entry Fee; Time and Place of Event.** Hacktivate Greenville (the "**Event**") is sponsored by Drake Software, LLC ("**Drake**"). BY PARTICIPATING IN THE EVENT, YOU ("participant") AGREE TO THESE TERMS AND CONDITIONS. No entry fee is required for participation. The Event will begin on April 23, 2022, 8:00 AM Eastern Time and will end at on April 24, 2022, 1:00 PM Eastern Time. The Event will take place at Drake's offices located at One Liberty Square, 55 Beattie Pl., Greenville, SC 29601.
2. **Eligibility.** The Event is open to individuals who are at least seventeen (17) years old. Participation in the Event constitutes full and unconditional agreement to and acceptance of these Terms and Conditions. Employees of Drake and its respective affiliates, advertising, promotion, fulfillment, or other coordinating agencies, and individuals providing services to Drake through a temporary employment agency during the Event period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Event.
3. **Participation.** All Event participants will compete on a team basis. You may participate at Drake's corporate office in Greenville, South Carolina or remotely via instructions provided by Drake. Participants are responsible for providing their own travel and accommodation arrangements and covering all associated costs and expenses. The following applies to your participation:
  - (a) The theme of the Event is "Too cool for school" and participants will be challenged to develop innovative solutions in the educational system for teachers or students (the "**Entry**").
  - (b) Each team may submit only one Entry.
  - (c) Each participant must supply their own laptop to participate. Participants may also wish to bring a sleeping bag, headphones, phone, chargers, toiletries, etc.
  - (d) The Entry and all parts thereof must not contain any viruses, malware or other disabling devices or harmful code.
  - (e) Each participant will comply with all applicable laws.
4. **Entry Requirements.** Each Entry must be original, of the participant's own creation, newly written during the Event, and cannot have been previously entered in any other competition or program similar to the Event, including any other competition conducted by Drake. For purposes of this Section 4, "**newly written**" means that participants cannot, in any way, copy software code that already privately exists and submit it as

part of an Entry. Entries may be subject to review at any time for eligibility and compliance with these Terms and Conditions. Drake reserves the right to disqualify any Entry if the Entry of participant does not comply with these Terms and Conditions.

5. **Ownership of Entries.** Each participant represents and warrants that their Entry does not violate any agreement or obligation to any invention assignment, proprietary information, confidentiality, non-solicitation, noncompetition, or other similar agreement with any employer or other person. Participants represent and warrant that their Entry is and will be the participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights, or trademarks. Participants hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Drake, or any other person, on the grounds that any use of the participant's Entry infringes any of the participant's rights as creator of the Entry, including, without limitation, trademark rights, copyrights, moral rights, or "droit moral." Each participant's Entry, and all right, title, and interest in such Entry, shall remain with the participant.
6. **Scoring of Entries.** Entries will be scored in each of the following three categories:
  - (a) **First Place:** Most likely to be used in a school setting;
  - (b) **Second Place:** Most complex with ease of use; and
  - (c) **Third Place:** Most visually appealing.

Prizes will be awarded to the highest score in each category. The decisions of the judges are final. In the event of a tie in any category, judges will deliberate and determine the winner. If a judge or participant identifies to Drake a conflict of interest, that judge will be recused from judging the Entry with the conflict and an alternate judge will be identified as a substitute for the judge with the conflict.

7. **Prizes and Awards.**
  - (a) The participants awarded the highest scores in each of the categories above will receive cash prizes as follows:

**First Place (\$5,000); Second Place (\$2,500); Third Place (\$1,250).**
  - (b) The odds of winning depend on the total number of eligible Entries received and the quality of the Entries. No substitution of prizes is permitted, except at the sole option of Drake for a prize of equal or greater value. Drake will not replace any lost or stolen prizes.
  - (c) Winners will be notified by Drake following the Event. If you are a prize winner, additional information may be required to verify compliance with these Terms

and Conditions. Winners may be required to provide Drake with their specific personal information for tax purposes and compliance with the law, and if applicable, winners will be issued a W-9 tax form.

- (d) If a selected winner (i) cannot be contacted, (ii) is deemed ineligible, (iii) fails to claim a prize, or (iv) fails to respond in a timely fashion to Drake's requests for additional information, then the prize intended for the selected winner may be forfeited and an alternate winner will be selected from the remaining valid and eligible Entries.
- (e) PRIZES MAY BE TAXABLE IN YOUR JURISDICTION AND EACH WINNER WILL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ANY AND ALL APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND FOR BEARING ANY PERSONAL INCOME, WITHHOLDING TAXES, OR OTHER TAXES, FEES OR OTHER COSTS RELATING TO ANY PRIZE. IF DRAKE IS OBLIGED TO WITHHOLD TAXES UNDER APPLICABLE LAWS, DRAKE WILL DO SO WITHOUT ANY NOTICE. DRAKE WILL COOPERATE AND ISSUE ANY DOCUMENTS THAT MIGHT BE REQUIRED FOR TAX PURPOSES, BUT IT IS THE PARTICIPANT'S OBLIGATION TO REQUEST AND COLLECT SUCH DOCUMENTS.

8. **Publicity; Personal Information**. Participants agree that any pictures taken in the course of the Event may be used for future promotional, marketing, publicity and recruitment purposes without additional consideration. Except where prohibited, all participants in the Event consent to the use of their name, photo and/or likeness, biographical information, entry, and statements attributed to a participant for advertising and promotional purposes, including, without limitation, inclusion in Drake's newsletter, Drake's website, and Drake's social media accounts or outlets without the need to provide additional compensation.
9. **Indemnity**. All participants agree to release, indemnify, defend, and hold Drake and its affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organization related to the Event, harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Event or acceptance or use of a prize or parts thereof, including, without limitation: (i) any condition caused by events beyond Drake's control that may cause the Event to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual or proprietary rights; (iii) any disputes among participants; (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Event; (v) any printing or typographical errors in any material associated with the Event; (vi) technical

errors that may impair a participant's ability to participate in the Event; or (vii) errors in the administration of the Event.

10. **DISCLAIMER AND LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL DRAKE BE LIABLE TO A PARTICIPANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE EVENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT DRAKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
11. **General.** The Event is subject to applicable federal, state, and local laws and regulations. Drake is not responsible for (i) late, lost, damage, incomplete, or misdirected Entries, responses, or other correspondence, whether by email, postal mail, or otherwise; (ii) theft, destruction, unauthorized access to, or alternation of Entries; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures, or difficulties. Drake reserves the right, in its sole discretion, to cancel, modify or suspend the Event, in whole or in part, if it becomes necessary to do so at any time without prior notice or liability to the participants. These Terms and Conditions are governed by the laws of the State of South Carolina, without reference to rules governing choice of laws. Drake's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Drake reserves the right to remove you from the Event where it has reason to believe that you have breached or tried to breach these Terms and Conditions or attempted to circumvent any of Drake's security or operational procedures. All decisions of Drake are final and binding. If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect. The Event shall be void where and if prohibited by applicable laws. Drake will process and use all personal information disclosed by participants in accordance with these Terms and Conditions and Drake's privacy policy.
12. **Winners List.** For a list of winners, send an email message to [bryson.rodier@drakesoftware.com](mailto:bryson.rodier@drakesoftware.com) with "Winners List" as the email subject and "Hactivate Greenville" specified in the body of the email.