

CISCO WEBEX HACKATHON 2020 TERMS AND CONDITIONS

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

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

TERM

The Webex Hackathon (the “Hackathon”) opens on September 21, 2020 at 12:00AM Pacific Time and ends on January 15, 2021 at 11:59PM Pacific Time (the “Hackathon Period”). Entry into this Hackathon is acceptance of these Official Rules. This Hackathon is sponsored by Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134 USA (“Sponsor” or “Cisco”).

ELIGIBILITY

This Hackathon is open to participants (each a “Participant” or “you”) who are age eighteen (18) years or older at the time of entry. This Hackathon is not open to: (1) employees or internally contracted vendors of Sponsor or its parent/subsidiaries, agents and affiliates; (2) anyone professionally involved in the development or administration of this Hackathon; (3) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (4) any employee whose employer's guidelines or regulations do not allow entry in the Hackathon or acceptance of the prize(s). This Hackathon is not open to individuals in the province of Quebec in Canada. In addition, residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan are not eligible to participate. This Hackathon is void in these countries and where otherwise prohibited or restricted by law.

HOW TO ENTER AND HACKATHON PARTICIPATION

To enter the Hackathon, Participants must submit an entry in Innovation Hub at https://innovationchallenge.cisco.com/itonics_campaign_tr3/76/details (the “Site”) during the Hackathon Period. In order to access the Hackathon materials and submit your solution on the Site, you will need to first create a Cisco account. You must accurately and truthfully complete the submission form, accept these Terms and Conditions and follow the instructions for submitting an “Entry” or “Entries.” Participants may submit an Entry individually or as a part of a team (as described below). Each Entry must be the original creation of the Participants. Once submitted, Entries may not be cancelled, removed or revoked by Participant. Sponsor, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use any Entry. All Entries must be submitted in the English language (or provided with an accurate, complete written English translation). Entries will be judged based on the English submission.

A maximum of four (4) individual registrants in the Hackathon may form a team (“Team”) to submit and develop a single Entry. Each member of the team (“Team Member”) must accept these Terms and Conditions. Sponsor reserves the right to disqualify all Team Members of a Team if any one Team Member has not accepted these Terms and Conditions.

At his or her discretion, any Participant (referred to as a “Commenting Participant”) may voluntarily provide his or her comments, questions, feedback or other suggested improvements (“Feedback”) about or related to any Entry of another Team. All Feedback must be original to the Commenting Participant, and not subject to any intellectual property or other rights of any third party. By providing any Feedback in connection with the Hackathon, the Commenting Participant agrees that Sponsor and other Participants in the Hackathon will have the right to (a) incorporate such Feedback into a previously submitted Entry and/or modify the Entry, in whole or in part, based on the Feedback, for purposes of submission in the Hackathon, and (b) use, disclose,

reproduce, license, distribute and/or otherwise exploit such Feedback in any way and for any purpose within or outside the scope of the Hackathon, without any obligation or restriction of any kind on account of intellectual property rights or otherwise, and without any compensation or other consideration, to the Commenting Participant.

An Entry submitted by a Team must designate one (1) individual member as the “Team Leader” for contact and Hackathon administrative purposes. The Team Leader will be responsible for submitting the Entry on behalf of the Team. An individual may only be a member of one (1) Team. Each Team or Participant may only submit one (1) Entry. In the event an individual on a Team is disqualified, the Team the individual belongs to and all Entries submitted by the Team will be disqualified. However, the individual Team Members who have not been disqualified can form a new Team and re-submit appropriate Entries.

Participants are responsible for any costs or expenses associated with preparing and submitting an Entry. All Entries suspected of violating intellectual property rights, or any local or country law(s) will be ineligible. Participants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries.

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

JUDGING

Eligible Entries will be evaluated by the Sponsor at the close of the Hackathon Period. Winners will be chosen by a panel of judges selected from the Sponsor’s Collaboration business unit (the “Judges”). Judges may or may not be listed individually on the Hackathon Site and may change before or during the judging period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the Sponsor. Eligible Entries will be judged based on the criteria below. The Team or individual Participant with the highest score will be deemed the winner(s). In the event of a tie, Entries with the highest score in the “Idea” category will be selected as the winner. In the event any ties remain, this process will be repeated, as needed, by comparing the tied Entries’ scores on the next applicable criterion. If two (2) or more Entries are tied on all applicable criteria, the panel of Judges will vote on the tied Entries.

Section	Description	Scoring
Idea	How innovative / creative is the idea? Is the idea new? Is it old but with a new or better implementation?	0-30
Impact	How significant is the impact of the solution?	0-30
Implementation	How effective is the approach and implementation of the solution? Is it feasible? Is the experience intuitive and easy to use?	0-30
Presentation	How well does the team articulate the solution?	0-10

Sponsor’s decision will be final in all matters. Winning individual Participants and/or Teams will be notified by phone, mail, email, and/or online, at Sponsor’s discretion.

CONTENT TERMS OF SUBMISSION

Proof of an uploaded Entry does not constitute proof or evidence that Sponsor received the Entry within the Hackathon Period or that it is otherwise eligible for the Hackathon. Sponsor reserves the right to disqualify and/or remove any Entry, Team or Participant for any reason or no reason within its sole and absolute discretion. Nothing in these Terms and Conditions shall require Cisco to monitor or edit the Site or any Entries for offensive or otherwise objectionable content. Notwithstanding the foregoing, Cisco may reject or remove from the Site or Hackathon any Entry which might be considered, offensive, defamatory, obscene, illegal, harmful, in violation of the Site Acceptable Use Policy or that otherwise falls short of Sponsor’s (or its customers’) standards. All Participants shall use the Site according to these Terms and Conditions and any Site Acceptable Use Policy available at the Site.

REPRESENTATIONS AND WARRANTIES

You represent and warrant as follows:

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

LICENSES

Participant hereby grants and agrees to grant to Cisco, its affiliates, parents, subsidiaries and their successors, assigns and agents, a worldwide, perpetual, irrevocable, royalty-free, fully paid up, non-exclusive license under all of Participant's Intellectual Property Rights (as defined below) to:

- (a) review, assess, test, evaluate, analyze or otherwise consider the Entries and any other information or materials provided for the Hackathon;
- (b) reproduce and distribute to the public copies or phonorecords of, publicly display, and publicly perform by means of digital audio transmission or otherwise all or any part of the Entries;
- (c) revise, alter, modify, improve or otherwise make derivative works of the Entries;
- (d) use, make and have made, import, export, distribute, market, lease, sell and offer to sell or otherwise dispose of (i) all or any part of the Entries; (ii) product(s) or service(s) resulting from methods or processes disclosed in the Entries, (iii) Entries as a stand-alone product(s) or services; or (iv) any or all of the foregoing as incorporated into, or in connection or combination with, or for use with, any product or service by any means now known or developed in the future, wherein the foregoing rights granted in this clause (d) extend to all other entities through multiple tiers of manufacture and distribution, including, without limitation, suppliers, manufacturers, resellers, distributors, VAR's, OEM's, customers and end users;
- (e) provide customer support for any of the foregoing;
- (f) sublicense and authorize the granting of sublicenses of all the rights granted to Cisco in this Section to Cisco's suppliers, manufacturers, resellers, distributors, VARs, OEMs, customers, end users, affiliates and others designated by Cisco; and
- (g) otherwise use and exploit the Entries for any purpose.

“Intellectual Property Rights” means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing) ; and (vii) any licenses, permissions and consents associated with (i) through (vi) above.

You waive all claims to and shall receive no royalties of any kind, now or in the future, from Sponsor, its affiliates, licensees, successors and assigns for use of your Entry, including without limitation any Intellectual Property Rights, public performance, digital sound recording, mechanical, synchronization or master use royalties.

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

PRIZE(S)

Subject to these Terms and Conditions, the following prizes will be awarded:

- Ten (10) first place Teams or Participants will each receive a Dyson Pure Cool DP04 purifying fan, with approximate retail value of \$449.99 USD
- Twenty (20) second place Teams or Participants will each receive a Galaxy Tab A 10.1” 32 GB, with approximate retail value of \$229.99 USD
- Thirty (30) third place Teams or Participants will each receive a JBL Live 650BTNC Wireless Over-Ear Noise-Cancelling Headphones, with approximate retail value of \$199.95 USD
- All Participants will each receive a certificate of recognition or participation signed by executives and delivered virtually via email.

For the sake of clarity, if a Team is designated as a winner, each Participant on the Team will receive the prize for which they qualified above, and the Team will be counted as a single winner for prize administration.

Limit one (1) prize per Participant. The approximate retail values are subject to change based on current market conditions at the time of prize fulfillment. Winners are not entitled to any surplus between actual retail value (ARV) of the prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, assignment, transfer, or cash redemption of any prize is allowed by winner(s). Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If applicable, prizes may be awarded in the form of voucher(s), coupon(s) and/or gift card(s) in Sponsor’s sole discretion. If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no

further obligation to such potential winner. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes, cards or certificates after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

If Participant is in a country with shipping restrictions, Cisco may substitute the prize. Failure to provide correct information on the required forms, or other correct information required for the delivery of the prize, may result in delayed prize delivery, disqualification, or forfeiture of the prize.

A Participant may forfeit the prize if: (a) Participant cannot be reached; (b) fails to obtain all signatures on the Release mentioned in the Affidavits and Releases section; (c) fails to return the documents in a timely manner as required pursuant to these Terms and Conditions; or (d) cannot accept or receive the prize for any reason. In such case, an alternate potential winner may be selected from among the remaining eligible Entries.

TAX CONSIDERATIONS

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

AFFIDAVITS AND RELEASES

All winning Participants will be required to sign and return an Affidavit/Declaration/Certificate of Eligibility/Release of Liability and Confirmation of License Grant, for receipt by Sponsor within five (5) calendar days of the date such documents are dated. Such documents may include a requirement that the winning Participants obtain written consent from his/her employer or university (in a form provided by Sponsor) that such employer or university has no rights or other interest in the Entry submitted by the Participant.

VERIFICATION/AUDIT

Participant understands and agrees that Cisco may (but is not required to) verify, audit or otherwise confirm Participant's identity, registration information, eligibility or other information relating to any Participant or Entry that may aid Sponsor in selecting Hackathon winner(s). Participant hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with Cisco throughout the duration of the Hackathon. Cisco, in its sole and absolute discretion, may suspend, remove or otherwise eject any Participant suspected of providing false, misleading or other information that may fail to comply with these Terms and Conditions, any applicable Site Acceptable Use Policy or any other Hackathon rules or regulations.

GENERAL CONDITIONS

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

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

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

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

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

In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to enter will be deemed to be the person making the Entry. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

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

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

Use of any automated entry device or software is prohibited. Creation or use of multiple accounts for registration or participation in the Hackathon is prohibited. To the extent the Hackathon uses or requires functionality of any third party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), you understand that the Hackathon is not sponsored by such third parties, and further agree to follow the policies on such website(s), as applicable. Sponsor reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Hackathon or violating these Terms and Conditions, or otherwise acts in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner; and Sponsor reserves the right to cancel the Hackathon should it suspect fraud or for reasons out of the control of Sponsor. Disputes regarding these Official Rules and/or this Hackathon will be governed by the internal laws of California. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE HACKATHON MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE HACKATHON. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

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

If for any reason the Hackathon is not capable of running as planned by Sponsor, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Hackathon, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Hackathon. If Hackathon is cancelled prior to the end of the Hackathon Period, for the reasons stated above, notice will be posted on the Hackathon website; and some or all of the prizes may, in Sponsor's

sole discretion, be awarded to potential winners to be selected (using the judging criteria described above) from among all the remaining uncorrupted entries received up until the time of modification or cancellation.

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

LIMITATIONS OF LIABILITY AND RELEASE

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

PRIVACY

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

CHOICE OF LAW

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

OFFICIAL RULES AND WINNERS' LIST

For a copy of these Official Rules or the names of winners, please visit https://innovationchallenge.cisco.com/itronics_campaign_tr3/76/details. Winners list to be available approximately fourteen (14) days after the Hackathon Period.