



ERIE HACK: THE LAKE ERIE WATER INNOVATION CHALLENGE

ERIEHACK CHALLENGE PARTICIPATION AGREEMENT

CLEVELAND WATER ALLIANCE (“CWA”) is pleased to host the ErieHack Water Innovation Challenge (“Challenge”). The Challenge is governed by this ErieHack Challenge Participation Agreement (“Agreement”). By entering the Challenge, you (“Participant”) agree to abide by the Agreement as a binding legal agreement between Participant and CWA with respect to the Challenge.

ELIGIBILITY

Participants must be at least 18 years of age to participate, unless participating as part of the ErieHack Schools Program. To be eligible to participate in the Challenge, you must register to the competition on the website <http://www.eriehack.io> and be part of a team. Teams cannot exceed more than 5 Participants. Teams (Teams), may consist of up to five Participants, and must abide by the “Data Sharing Agreement” as part of the registration process.

OWNERSHIP OF ENTRIES

Participants are allowed to use the open source tools provided by CWA in addition to other commercially known open source tools. Participants are also encouraged to use their own proprietary solutions to develop creative and efficient products and solutions. If you are representing a company, your company’s proprietary software assets are also allowed to be used with the appropriate permission within your organization. Participants represents and warrants that they have permission to use such proprietary data and that it does not infringe on the intellectual property or proprietary rights of any third party, including, without limitation, any third party, patents, copyrights, or trademarks. Please reference the Data Terms and Conditions to understand how data ownership will function outside of the competition.

PARTICIPATION AND LIMITATIONS

To be eligible for the finals, the team must participate in one of the regional quarter finals, and if invited to participate, in the semi-finals for a chance to qualify for the finals. The Team must have at least one Participant presenting its project in person or by other means (video conferencing) at a regional quarter final (Buffalo, Detroit, Cleveland, Toledo) between April 1, 2017 and April 8th, 2017, and one Team member Participant presenting its project in person or by others means (video conference) for the semi-final in Detroit on April 13th. At least one participant must be present in person at the Erie Hack Water Innovation Summit finals to be held in Cleveland, OH on May 3, 2017. This Participant will present the project to the jury. All finalist teams are required to register their project as a business in their state of origin in order to be considered for a prize at the Final. Each team will receive an award of \$500 upon their selection as finalists to cover the cost of registration and travel as well as to support the advancement of their projects. Teams are limited to presenting a single project. However, participants can join more than one team, thus enabling them to submit more than one project. Project teams must address a Challenge affecting Lake Erie and its watershed. These Challenge issues are available on the website www.eriehack.io. Teams with at least one member from the Lake Erie basin are strongly encouraged. The competition website can be used to find potential team members within the basin.

TEAM REGISTRATION

If a team is based in the Lake Erie Region (here defined as Ohio, Michigan, Pennsylvania, New York, and Ontario), that team must register in the closest Erie Hack focus city (Buffalo, Cleveland, Detroit, Toledo) in their state or province. Once registered, that team will be able to attend local events and compete in local Quarterfinals in that focus city. The exceptions to this rule are teams from Windsor, whose participants will register in Windsor but participate in the Detroit Quarterfinals, teams from Erie PA, whose participants will register in Erie PA but participate in the Cleveland Quarterfinals, and teams from Toronto, whose participants will both register in Buffalo and participate in the Buffalo Quarter Finals.

If a team is based outside of the three states and one province mentioned above, it must contact Cleveland Water Alliance at ErieHack@clewa.org to be placed into a Quarter Final in an Erie Hack focus city (Buffalo, Cleveland, Detroit, and Toledo). It is highly recommended that outside teams identify at least one local team member to represent them at local events. If this isn't possible, teams can participate remotely in the Quarter and Semi finals if they give adequate notice to the organizers. All teams are still required to send a representative to the final in order to qualify for any prizes.

The grand prize is only available to teams from within the region. Other prizes are available to teams from across the globe.

TECHNICAL REQUIREMENTS, CONTEST PERIOD AND KEY DATES

The CHALLENGE begins on February 23, 2017 and ends May 3, 2017. Team registration closes on March 26, 2017 at 11:59pm eastern US time zone. Participants may join a team through May 1, 2017 at 10 am eastern US time zone. The Challenge consists of a quarter-final, semi-final, and final event, where teams will compete against each other. All teams with a functional solution, as determined by CWA in its sole discretion, will be invited to present at the quarter finals to a regional jury of judges. During the presentation and demonstration of the developed solution to the jury, the solution must be functional. You must provide your own computer or any other tool you might need for the Challenge.

For the quarter-finals

The quarter finals will be held from April 1 through April 8 in Detroit, Toledo, Cleveland, and Buffalo. For this event, your team must prepare a presentation of your project for the local jury. The format of your presentation is at your discretion. This will be part of the overall evaluation of your solution. A maximum of up to 18 teams will be selected to participate at the semi-final in Detroit, with all regional cities represented. All teams must submit requested information and/or a hard copy/working model of their project by March 29th for the quarter-final to be held in Detroit, or by April 1 for all other regional quarter-final juries. Participants must select their city preference at time of registration. Participants will be notified electronically no later than April 9, 2017, if not sooner, if they have been selected to participate at the semi-final event, scheduled for April 13, 2017 in Detroit. Semi-finalists will also be listed on the Challenge website.

For the semi-final on April 13, 2017

The semi-final will be held on April 13th in Detroit at TechTown Detroit on the campus of Wayne State University. For this event, your team must prepare a presentation of your project for the jury. The format of your presentation is at your discretion. This will be part of the overall evaluation of your solution. Up to ten of the best solutions will be selected to present at the finals, to be held on May 3, 2017 in Cleveland. Participants will be notified after judging has been complete on April 13th, 2017 if they will be invited to present at the finals.

For the finals May 3, 2017

The final presentations and deliberations of the jury and the announcement of the winning teams, as determined by CWA in its sole discretion, will be held on May 3, 2017 during the Lake Erie Water Innovation Summit in Cleveland. For this event, your Team must prepare a presentation of your project for the jury. One team member (Participant) must be present to present the solution. The format of your presentation is at your discretion. This will be part of the overall evaluation of your solution.

PRIZES AND AWARDS

At the end of the Challenge on May 3rd, invited teams will present their solution to a live audience at the Lake Erie Water Innovation summit attendees and judges. Process for voting will be anonymous. The Team that earns the highest overall votes will win. All decisions will be final and determined by CWA in its sole discretion. For the final, each solution will be judged by a jury of five members; each an expert in their field. Each solution will be evaluated against a set of criteria based on impact to the challenge statements on the Challenge website. Finalists' prizes are awarded to the winning teams and divided equally among the team members. The grand prize is only available to teams from within the region. Other prizes are available to teams from across the globe.

Prizes*

* Prize amounts will be finalized and published at ErieHack.io no later than March 15, 2017.

PUBLICITY AND PRIVACY

Except where prohibited, by participating in the Challenge, Participant understands that the Challenge may be photographed, videotaped, recorded, etc. and hereby grants CWA the right to use or refrain from using Participant's name, contact information, including without limitation e-mail addresses, and/or likeness any and all footage about Participant's participation in the Challenge and Participant's Challenge submission in any manner or media that CWA sees fit without Participant's review or approval and without compensation. By participating in the Challenge, Participants agree that their personal data provided as part of the Challenge may be used for the purposes of the Challenge.

Participation in the Challenge constitutes Participant's full and unconditional agreement to and acceptance of these Terms and Conditions ("Terms"). The term "you" refers to you, the "Participant".

LICENSING AND INTELLECTUAL PROPERTY RIGHTS

CWA does not claim any license or any intellectual property rights in Participant's submission, except for the limited license to review the submission as part of Challenge judging and awarding of prizes.

LIABILITY RELEASE AND INDEMNITY

Participant shall release, indemnify, defend and hold CWA and its officers, directors, employees, successors and assigns harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees), whether known or unknown, currently accrued or accruing in the future, contingent or otherwise, incurred by CWA at any time in connection with, arising out of or relating in any way to the Challenge and/or this Agreement.

DISCLAIMER

IN NO EVENT WILL CWA AND ITS SPONSORS BE LIABLE TO YOU, OR ANY THIRD PARTY RELATED TO OR AFFILIATED WITH 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 YOUR PARTICIPATION IN THE CHALLENGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

GOVERNING LAW AND SEVERABILITY

This Agreement and its terms and conditions are governed by the law of the State of Ohio, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Challenge or the Terms must be brought in either the federal or state courts located in Cleveland, Ohio. All disputes, claims and causes of action arising out of or in connection with the Challenge, prizes or the Agreement shall be resolved individually, without resort to any form of class action. Each of the Participants hereby submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be

enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

GENERAL

The Challenge is subject to all applicable federal, state, and local laws and regulations. The Challenge is offered by CWA, which is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

CWA reserve the right, in its sole discretion, to cancel, modify or suspend the Challenge in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Challenge is compromised, without liability to the Participants. CWA reserve the right to disqualify any Participant, as determined by CWA, in their sole discretion.