

Hawai'i Annual Code Challenge 2016 Rules and Guidelines



**Organized by the Office of Enterprise Technology Services (ETS)
State of Hawai'i**

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Please send any questions to hacc@hawaii.gov

Hawai'i Annual Code Challenge (HACC) OFFICIAL RULES – (THE “OFFICIAL RULES”)

Challenge Name: Hawai'i Annual Code Challenge (HACC) (the “Challenge”)

Challenge Website: <http://www.hacc.hawaii.gov> (the “Challenge Website”)

1. POSTER & ADMINISTRATOR

Poster (the “Poster”): State of Hawai'i Office of Enterprise Technology Services (ETS), Keoni Ana Building, 1151 Punchbowl Street B-10, Honolulu, Hawai'i 96813

The Poster is the sponsor and entity responsible for the Challenge event.

Administrator (the “Administrator”): Hawai'i Open Data, Address: P. O. Box 152, Honolulu HI 96810, The Administrator is the entity responsible for overseeing and managing prize sponsorships and distribution of prize awards.

2. DATES AND TIMING

Team Registration Deadline: September 2, 2016

Submission Period: August 27, 2016 (1:00pm Hawaiian Standard Time) – September 23, 2016 (5:00pm Hawaiian Standard Time) (the “Submission Period”)

Judging Period: September 24, 2016 (10:00am Hawaiian Standard Time) – September 24, 2016 (2:00pm Hawaiian Standard Time) (the “Judging Period”)

The Administrator will be the official timekeeper for the Challenge.

3. ELIGIBILITY

Hawai'i Annual Code Challenge and the Poster reserve the right to verify eligibility and to adjudicate any dispute at any time according to the rules and guidelines set forth in this document.

If the Contestant team enters as part of a company or on behalf of your employer, these rules are binding on you individually, and / or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented there to, including your potential receipt of a prize. You further warrant that your actions do not violate your employer or company's policies and procedures.

Only works created between the start time and end time of the code challenge are eligible for prizes.

A. The Challenge is open to:

- Teams of individuals who are at least 18 years of age as of the time of entry, be Hawai'i state residents or U.S. Citizens as of the time of entry, and have reviewed and acknowledged the rules and guidelines in its entirety
- Teams of Individuals who are school aged children (minors) under 18 may also enter a team as long as the team consists of an individual who meets the 18 year age requirement (parent, educator, advisor, etc.) for receipt and distribution of prize awards. <https://developer.uber.com/v1/terms/>
- Teams of eligible individuals entering on behalf of organizations (including corporations, not-for-profit corporations and other nonprofit organizations, limited liability companies, partnerships, and other legal entities) that exist and have been organized or incorporated at the time of entry ("Organizations"), though Organizations are only eligible for the Organization Honorable Mention Award described in Section 7. (the above are collectively, "Contestants").

If a team or Organization is entering the Challenge, they must appoint and authorize one individual (the "Representative") to represent, act, and enter a Submission, on their behalf. The Representative must meet the eligibility requirements above. By entering a Submission on the Challenge Website on behalf of a team or Organization, you represent and warrant that you are the Representative authorized to act on behalf of your team or Organization.

B. The Challenge IS NOT open to:

- individuals who are residents of, or Organizations domiciled in, a country, state, province or territory where the laws of the United States or local law prohibits participating or receiving a prize in the Challenge (including, but not limited to, Brazil, Quebec, Italy, Cuba, Sudan, Iran, North Korea, Syria and any other country designated by the United States Treasury's Office of Foreign Assets Control)
- employees, representatives and agents involved with the design, production, paid promotion, execution, or distribution of the Challenge, including the Poster and Administrator ("Promotion Entities")
- employees, representatives and agents of such organizations, and all members of their immediate family or household*
- any Judge (defined below)

- any other individual or organization whose participation in the Challenge would create, in the sole discretion of the Poster and/or Administrator, a real or apparent conflict of interest

*The members of an individual's immediate family include the individual's spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings.

4. REGISTRATION AND SUBMISSION REQUIREMENTS

Contestants must do the following to participate in the Challenge:

- Register for the Challenge on the Challenge Website by clicking the "Register" button/tab on the home page. All team registrations must be completed by Friday, September 2, 2016.
- Team members must also sign up to create a GitHub account at github.com, or log in with an existing GitHub account. There is no charge for creating a GitHub account. This will enable you to receive important updates and meet Challenge submission requirements.
- The team representative who will be responsible for the submission must have a valid GitHub account link, and must have agreed to the GitHub Terms of Use.
- The team captain is required to register for a DevPost account at devpost.com as that will be used for final submissions.
- Create a prototype software solution or application that complies with application requirements and submission criteria. A copy of the code must be uploaded to the github.com site.
- Create a brief video presentation that includes footage that clearly explains your application's design concepts, features and functionality. The video must be submitted to the devpost.com site.
- Complete and enter all of the required fields and include all related files on the DevPost site at hacc.devpost.com during the submission period.
- Each team that enters a Submission is responsible for retaining their own copy. Poster is not responsible for, and each team releases Poster from any claims or liability relating to, any loss or damage to the team's Submission. All Submissions must comply with the following Content Restrictions:

1) The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, patent, or intellectual property- or property- related rights; The Submission must not contain footage, images or artwork not created by team contestants; The Submission must not contain material that is inappropriate, indecent, obscene hateful, defamatory, slanderous or libelous; The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion,

nationality, disability, sexual orientation or age. The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

3) The source code for all contest submissions shall be published in a public repository on Github.com on the day of judgment and include the MIT License for open source software: The MIT License (MIT) Copyright (c) [year] [fullname] Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so.

4) The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. The software is provided "as is," without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of our in connection with the software or the use or other dealings in the software.

A. Language Requirements

All Submission materials must be in English or, if not in English, the Contestant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted.

5. SUBMISSION RIGHTS

A. Contestant Rights: Subject to the licenses described below, any applicable intellectual property rights to a Submission will remain with the Contestant team.

B. Poster Rights: By entering the Challenge, you grant to the Poster, and any other third parties acting on the Poster's behalf, a royalty-free, non-exclusive, worldwide perpetual license to display publicly and use for promotional purposes the Submission. This license includes, but is not limited to, posting or linking to the Submission on Poster's and partners' websites and applications, including the Challenge Website, and display and promotion of the Submission in any other media, worldwide.

C. Submission Display: The following Submission components may be displayed to the public: name, description, images, video URL, website, URL, team members (username only), the Submission category and platform, and submitter type. Other Submission materials may be viewed by the Poster, and Judges for screening and evaluation.

Contestants represent and warrant that the Poster, and Challenge partners are free to use the Contestant's Submission in the manner described above, as provided or as modified by Poster, without obtaining permission or license from any third party and without any compensation to the Contestants.

6. JUDGING

A. Judges: Eligible Submissions will be evaluated by a panel of judges, no more than seven (7) selected by the Poster. Judges may be employees of the Poster or external designees.

B. Criteria: The Judges will score eligible Submissions using the following criteria (the "Judging Criteria"):

(i) Originality (Includes creativity and uniqueness of the idea); point maximum for this category is 15.

(ii) Design (Includes the extent to which the solution or application is polished and visually appealing); point maximum for this category is 15.

(iii) Potential for Long-term Sustainability of Solution (includes using appropriate technologies being considered or currently in use by the state); point maximum for this category is 15.

(iv) Utility and Impact (Includes the uniqueness of the integration and the extent to which the Application impacts users or new users; point maximum for this category is 15.

(v) Team Collaboration (Includes ability for team to collaborate with State of Hawai'i Challenge Sponsor); point maximum for this category is 15.

(vi) Presentation and Delivery (Includes the use of various media in the final presentation and a well-executed and engaging delivery within prescribed time limit); point maximum for this category is 15.

(vii) Audience's Top Choice (all attendees will be invited to participate in an audience poll or overall rating for each challenge presentation); point maximum for this category is 10.

The highest possible score is 100 points. See section 7 below for the Judging Criteria that apply for each Prize.

C. Submission Review: Judges are not required to test the solution or application and will complete their evaluations based solely on the text description, images, demonstration and video provided in the Submission.

D. Tie Breaker: For each Prize listed in Section 7 below, if two or more Submissions are tied, the tied Submission with the highest score in categories iii (Potential for Long-Term Sustainability of Solution) and (iv) (Utility and Impact) above will be considered the higher scoring Submission. In the event any ties remain, this process will be repeated, as needed, by comparing the tied Submissions' scores on the next

applicable criterion. If two or more Submissions are tied on all applicable criteria, the panel of Judges will vote on the tied Submissions.

7. PRIZE, AWARDS AND RECOGNITION

Winner	Prize	Quantity	Eligible Contestants	Applicable Judging Criteria
1st Prize Open or College Category	US \$5,000 XLR8UH Sponsored Interview Blue Startup Sponsored Interview Governor's Recognition & Proclamation	1	All contestant teams (18 years of age or older); excludes Organizations and High School, Middle and Elementary teams.	i, ii, iii, iv, v, vi, vii
2nd Prize Open or College Category	US \$3,000 Governor's Recognition & Proclamation XLR8UH Sponsored Interview Blue Startup Sponsored Interview	1	All contestant teams (18 years of age or older); excludes Organizations and High School, Middle & Elementary teams	i, ii, iii, iv, v, vi, vii

3rd Prize Open or College Category	US \$2,000 Governor's Recognition & Proclamation XLR8UH Sponsored Interview Blue Startup Sponsored Interview	1	All contestant teams (18 years of age or older); excludes Organizations and High School, Middle and Elementary teams	i, ii, iii, iv, v, vi, vii
Organization Honorable Mention	Governor's Recognition & Proclamation	1	Organizations	i, ii, iii, iv, v, vi, vii
Governor's State HACC Award	US \$ 700 travel stipend for each individual team member (up to 4) to attend the Global Hackathon as the State of Hawai'i's team representative	1	All contestant teams (18 years of age or older); excludes Organizations and any school teams	Eligibility and judging criteria will be determined by judging team and Governor's recommendation.
Governor's HACC Award	US \$ 1000 donated to School; Governor's Proclamation Visit to school (class	1	High School Team (Grades 9-12)	i, ii, iii, iv, v, vi, vii

	<p>or assembly) to honor participant team Sultan Ventures Sponsorship Interview</p>			
<p>Governor's HACC Award</p>	<p>US \$ 1000 donated to School; Governor's Proclamation Visit to school (class or assembly) to honor participant team Sultan Ventures Sponsorship Interview</p>	<p>1</p>	<p>Middle School Team (Grades 6-8)</p>	<p>i, ii, iii, iv, v, vi, vii</p>
<p>Governor's HACC Award</p>	<p>US \$ 1000 donated to School; Governor's Proclamation Visit to school (class or assembly) to honor participant team Sultan Ventures Sponsorship Interview</p>	<p>1</p>	<p>Elementary School Team (Grades K-5)</p>	<p>i, ii, iii, iv, v, vi, vii</p>

School Team Honorable Mention	Governor's Recognition & Proclamation	1	School team whose membership includes participants from multiple schools and/or do not align with any other participation category as outlined above	i, ii, iii, iv, v, vi, vii
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8. VERIFICATION OF POTENTIAL WINNERS

A. Verification Requirement: The award of a prize to a winner is subject to verification of the identity, qualifications and role of the winner in creation of the submission. The winners shall be identified by the Poster and/or Administrator.

B. Required Forms: Winners will be notified in person or with the email account used to enter the Submission (the submitter is the "Representative" in the case of a team or Organization) on September 24, 2016 after all judging is completed. In order to receive a Prize, the winner will be required to sign and return to the Poster or Administrator, affidavit(s) of eligibility (or a similar verification document) and liability/publicity release(s), and any applicable tax forms ("Required Forms").

Deadline for Returning Required Forms: ten (10) business days after the Required Forms are sent.

C. Disqualification: The Poster may deem a winner (or participating team members) ineligible to win if:
 (i) the potential winner's Representative or any participating member does not complete and sign the Required Acknowledgement Forms by the deadline listed above;
 (ii) the Submission or the winner, or any member of a winner's team or Organization, is disqualified for any other reason.

In the event of a disqualification, the Poster and/or Administrator may award the applicable Prize to an alternate team.

9. PRIZE DISTRIBUTION

A. Substitutions & Changes: The Poster has the right to make a Prize substitution of equivalent or greater value. The Poster will not award a Prize if there are no eligible Submissions entered in the Challenge, nor eligible Contestants or Submissions for any prize category.

B. Prize Delivery: A monetary Prize will be mailed to the winning Contestant team representative's address if not awarded at the Closing Ceremony. A team will be awarded the prize after completion and receipt of the Required Forms. It will be the responsibility of the winning Contestant team's Representative to allocate the Prize among the team's participating members, as the Representative deems appropriate.

C. Prize Delivery Timeframe: Within 45 days of the Poster or Administrator's receipt of the Required Forms.

D. Taxes: The Administrator will issue a 1099 statement to the winning teams or their designees. Winners (all participating members) are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state and local). 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. The Poster, 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 other Poster jurisdiction, or those of a winner's jurisdiction.

10. ENTRY CONDITIONS AND RELEASE

A. By entering the Challenge, the Contestant team (and, if entering as a team or on behalf of an Organization, each participating members) agree to the following:

- (i) The relationship between the Contestant, and the Poster and Administrator, is not a confidential, fiduciary, or other special relationship.
- (ii) Each Contestant will be bound by and comply with these Official Rules and the decisions of the Poster, Administrator, and/or the Challenge Judges which are binding and final in all matters relating to the Challenge.

(iii) Each Contestant will release, indemnify, defend and hold harmless the Poster, Administrator, Promotion Entities, and their respective parent, subsidiary, and affiliated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contestant's entry, creation of Submission or entry of a Submission, participation in the Challenge, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.

B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

- (i) any incorrect or inaccurate information, whether caused by the Poster or Administrator's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Challenge;
- (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Challenge Website;
- (iii) unauthorized human intervention in any part of the entry process or the Challenge;
- (iv) technical or human error which may occur in the administration of the Challenge or the processing of Submissions; or
- (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Contestant's participation in the Challenge or receipt or use or misuse of any Prize.

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Contestants. Proof of sending or submitting will not be deemed to be proof of receipt by the Poster or Administrator.

If for any reason any Contestant's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Contestant's sole remedy is to request the opportunity to resubmit its Submission. Such request must be made promptly after the Contestant knows or should have known there was a problem, and will be determined at the sole discretion of the Poster.

11. PUBLICITY

By participating in the Challenge you consent to the use of personal information about you, by the Poster, Administrator, and third parties acting on their behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments and hometown and country of residence. It may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes advertising and promotional purposes. For contestants under the age of 18, a Child Protection Code of Practice Acknowledgement form is also be required.

The duration of your consent is for a period of three years following the conclusion of the Challenge. This consent applies, as applicable, to all members a Contestant's team or Organization that participated in the winning Submission.

12. GENERAL CONDITIONS

A. Poster and Administrator reserve the right, in their sole discretion, to cancel, suspend and/or modify the Challenge, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.

B. Poster and Administrator reserve the right in their sole discretion to disqualify any individual or Contestant it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Challenge, or a violation of any applicable law or regulation.

C. Any attempt by any person to undermine the proper conduct of the Challenge may be a violation of criminal and civil law. Should Poster or Administrator suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring a Contestant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.

D. If there is any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Challenge materials, including but not limited to the Challenge Submission form, Challenge Website, advertising (including but not limited to television, print, radio or online ads), the terms and conditions of the Official Rules shall prevail.

E. The terms and conditions of the Official Rules are subject to change at any time, including the rights or obligations of the Contestant, the Poster and the Administrator. The Poster and Administrator will post the terms and conditions of the amended Official Rules on the Challenge Website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.

F. If at any time prior to the deadline, a Contestant or prospective Contestant believes that any Official Rule is or may be unclear or ambiguous, the Contestant must submit a written request for clarification.

G. The Poster or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to a Contestant, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Poster's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

H. Excluding Submissions, all intellectual property related to this Challenge, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Poster and/or Administrator. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Poster or Administrator intellectual property shall be solely to the extent provided for in these Official Rules.

13. LIMITATIONS OF LIABILITY

By entering, all Contestants (including, in the case of a team or Organization, all participating members) agree to be bound by the Official Rules and hereby release the Released Parties from any and all liability in connection with the Prizes or Contestant's participation in the Challenge. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

14. DISPUTES

A. Contestants agree that, to the fullest extent permitted by law:

- (i) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any Prizes awarded, other than those concerning the administration of the Challenge or the determination of winners, shall be resolved individually, without resort to any form of class action;
- (ii) any and all disputes, claims and causes of action arising out of or connected with this Challenge, shall be resolved under the laws of Hawai'i and Contestants consent to the exclusive jurisdiction and venue of the state courts in Honolulu, Hawai'i; and

(iii) under no circumstances will Contestants be entitled to, and Contestants hereby waive all rights to claim, any punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased, and attorney's fees.

B. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestants and the Poster in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of Hawai'i, without giving effect to any choice of law or conflict of law rules.

15. ADDITIONAL TERMS THAT ARE PART OF THE OFFICIAL RULES

Please review the GitHub Terms of Service at <http://GitHub.com> for additional rules that apply to your participation in the Challenge and more generally your use of the Challenge Website. Such Terms of Service are incorporated by reference into these Official Rules. If there is a conflict between the Terms of Service and these Official Rules, the latter terms shall control with respect to this Challenge only. Participation in the Challenge constitutes Contestant's full and unconditional agreement to these Official Rules. By entering, a Contestant agrees that all decisions related to the Challenge that are made pursuant to these Official Rules are final and binding, and that all such decisions are at the sole discretion of the Poster and/or Administrator.

16. CONTACT

If you have any questions or comment, or wish to send us any notice regarding this Challenge, please email us at hacc@hawaii.gov.

17. PROTECTION OF INTELLECTUAL PROPERTY

By submitting a HACC Entry or accepting any prize, you represent and warrant the following: (a) you have not submitted content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the content and to grant HACC all of the rights granted herein; (b) you will not publish falsehoods or misrepresentations that could damage HACC, the Administrator, the Poster, Sponsors, or any third party; (c) you will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give

rise to civil liability, violate any law, or is otherwise inappropriate or destructive to HACC, the Administrator, the Poster, Sponsors, or any third party's brand image or goodwill; (d) you will not post advertisements or solicitations of businesses; (e) HACC, the Administrator, or the Poster will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, reproduction, modification, publication, display or other exploitation of any of the content that you submit; and (f) the content submitted by you does not contain any viruses, Trojan horses, worms or other disabling devices or harmful code.

Use of open source applications and platforms are encouraged for entry submissions for the code challenge. Open source applications are widely available and typically have minimal costs associated when developing prototypes. Teams responding to challenges presented by government agencies will make available open source code structure and setup in order to demonstrate the proof of concept. Teams will retain rights and access to the source code to make it available to organizations, businesses and community interest groups to address a similar process challenge. Open source common guidelines are referenced and defined here at <https://opensource.org/osd-annotated>.

By posting or submitting an HACC Entry to the Challenge (regardless of the form or medium of such content), you hereby grant HACC, the Administrator, the Poster, Sponsors, their respective affiliates, and their affiliates' agents and third party contractors, without additional consideration, a worldwide, perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, to discuss, publicize, market and otherwise display content derived from or relating to the HACC Entry ("Marketing Content"), and to distribute and use such Marketing Content for promotional and marketing purposes (either in the form submitted or in the form of a derivative or adapted work). You understand that you will not receive any compensation or credit for use of your HACC Entry, other than what is described in these Official Contest Rules.

18. CONDUCT

By entering this Contest, you agree to be bound by these Official Contest Rules and Code of Conduct, which the Poster and Administrator has adopted from Code for America and Code for Hawai'i guidelines. The Official Contest Rules will be posted at hacc.hawaii.gov. To the maximum extent permitted by law, HACC, the Poster and Administrator reserve the right to change these Official Contest Rules at any time. You further agree to be bound by the decisions of HACC, the Poster, the Administrator and the judges

which shall be final and binding in all respects. HACC, the Poster and the Administrator reserve the right, at its sole discretion, to disqualify any individual that tampers or attempts to tamper with the HACC Entry process or the operation of the Contest or website; violates the Official Contest Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Hawai'i Annual Code Challenge Code of Conduct

The Poster, Administrator and the supporting community's network activities, events, and digital forums:

1. Are a safe and respectful environment for all participants.
2. Are a place where people are free to fully express their identities.
3. Presume the value of others. Everyone's ideas, skills, and contributions have value.
4. Don't assume everyone has the same context, and encourage questions.
5. Find a way for people to be productive with their skills (technical and not) and energy. Use language such as "yes/and", not "no/but."
6. Encourage members and participants to listen as much as they speak.
7. Strive to build tools that are open and free technology for public use. Activities that aim to foster public use, not private gain, are prioritized.
8. Prioritize access for and input from those who are traditionally excluded from the civic process.
9. Work to ensure that the community is well-represented in the planning, design, and implementation of civic tech. This includes encouraging participation from women, minorities, and traditionally marginalized groups.
10. Actively involve community groups and those with subject matter expertise in the decision-making process.
11. Ensure that the relationships and conversations between community members, the local government staff and community partners remain respectful, participatory, and productive.
12. Provide an environment where people are free from discrimination or harassment.

The Poster and/or Administrator adopt this code of conduct for this Challenge and reserve the right to ask anyone in violation of these policies not to participate in related network activities, events, and digital forums.

Anti-Harassment Policy

All code challenge events under the HACC network activities, events, and digital forums and their staff, presenters, and participants are held to an anti-harassment policy, included below.

HACC is dedicated to providing a harassment-free experience for everyone regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, or religion. We do not tolerate harassment of staff, presenters, and participants in any form. Sexual language and imagery is not appropriate for any HACC event or network activity, including talks. Anyone in violation of these policies may be expelled from HACC network activities, events, and digital forums, at the discretion of the Poster or Administrator.

Harassment includes but is not limited to: offensive verbal or written comments related to gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, religion; sexual images in public spaces; deliberate intimidation; stalking; following; harassing photography or recording; sustained disruption of talks or other events; inappropriate physical contact; unwelcome sexual attention; unwarranted exclusion; and patronizing language or action.

If a participant engages in harassing behavior, the organizers may take any action they deem appropriate, including warning the offender or expulsion from HACC network activities, events, and digital forums.

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact the Hawai'i Annual Code Challenge (HACC) at hacc@hawaii.gov or (808) 586-1971. If you cannot reach an event organizer or Administrator and/or it is an emergency, please call 911 and/or remove yourself from the situation.

We value your attendance and hope that by communicating these expectations widely we can all enjoy a harassment-free environment.

19. MISCELLANEOUS

If any provision of these Official Contest Rules are held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these terms and conditions shall otherwise remain in full force and effect and enforceable to the fullest extent permitted by applicable law. HACC, the Administrator and the Poster reserve the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Contest Rules. The Contest is governed by and shall be construed under the laws of the State of Hawai'i, U.S.A., without regard to the conflicts of law provisions therein. All disputes in connection with the subject matter of these Official Contest Rules will be determined by the state court located in Honolulu, HI. These Official Contest Rules set forth the entire agreement, and supersede any and all prior agreements of the parties with respect to the subject matter hereof. No change, modification



or waiver to these Official Contest Rules will be effective unless in writing and signed by the party against which enforcement is sought.



**Hawai'i Annual Code Challenge
Acknowledgement Form**

I acknowledge that I have received a copy of the Hawaii Annual Code Challenge 2016 Rules and that I have read, understand, and agree to the terms of the Official Rules.

Email Address

Print Name of Participant

Print Name of Legal Guardian (if Participant is under 18)

Signature of Participant or Legal Guardian (if Participant is under 18)

Date