



2019 Official Rules and Guidelines

Hawaii Annual Code Challenge 2019 Official Rules and Guidelines

The Hawaii Annual Code Challenge (the “HACC”) is coordinated by the Office of Enterprise Technology Services (ETS) of the State of Hawaii in partnership with the Hawaii Technology Development Corporation, Hawaii Pacific University and multiple state departments and agencies that will put forth challenges to community participants for identifying innovative ways to improve government services. The purpose of the HACC is to provide an opportunity for civic engagement to the local technology community in modernizing state functions and services for a more effective, efficient and open government, while facilitating information technology (IT) workforce development and stimulating the development of ideas that may lead to technology business and economic development for the participants.

1. CONTACT INFORMATION AND ADMINISTRATOR

HACC Email:	HACC@hawaii.gov
HACC Website:	HACC.hawaii.gov
HACC Mailing Address:	Hawaii Annual Code Challenge c/o Office of Enterprise Technology Services 1151 Punchbowl St., Suite 430 Honolulu, HI 96813

Hawaii Pacific University (the “Administrator”) is the entity responsible for overseeing and managing prize sponsorships and distribution of prize awards.

Administrator Mailing Address:	Hawaii Pacific University c/o Brooke Carroll 1 Aloha Tower Marketplace Honolulu, HI 96813
--------------------------------	--

2. DATES AND TIMING

HACC Kickoff event	October 19, 2019; 9 a.m. – 4 p.m.
Deadline for team formation and acknowledgement of HACC Official Rules and Guidelines	October 23, 2019; 5 p.m.
Technical Evaluations will begin	November 12, 2019; 9 a.m.
Team Selections to be announced	November 14, 2019
Selected Teams Judging Pitch Due	November 15, 2019; 1 p.m.
HACC Judging and Awards event	November 16, 2019; 9 a.m. – 2 p.m.

The Administrator will be the official timekeeper for the HACC.

3. ELIGIBILITY

The State of Hawaii and Administrator 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 individuals enter the HACC as part of a company or on behalf of an employer, these rules are binding on the participant and/or employer. If participant is acting within the scope of employment, as an employee,

contractor, or agent of another party, the participant warrants that such party has full knowledge of its actions and has consented there to, including potential receipt of a prize. Participant further warrants that his/her actions do not violate employer or company's policies and procedures

Only works created between the HACC Kickoff event and the deadline for team submissions of final solutions are eligible for prizes.

A. The HACC is open to:

- i. teams of individuals who are at least 18 years of age (adults) as of the time of entry and have reviewed and acknowledged these rules and guidelines no later than October 23, 2019; and
- ii. individuals who are under 18 years of age (minors), provided they are each a member of a team that includes a minimum of one individual who meets all requirements of item i. above (e.g., parent, educator, advisor).

The above are collectively "Team Members." If a team is entering the HACC, the team must appoint and authorize one individual (the "Team Captain") to represent, act, and enter a submission on the team's behalf. The Team Captain must meet the eligibility requirements above. By entering a submission on behalf of a team, the individual warrants that he/she is the authorized representative to act on behalf of said team.

B. The HACC IS NOT open to:

- i. 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 HACC;
- ii. Employees, representatives and agents involved with the design, production, paid promotion, execution, or distribution of the HACC, including the Administrator ("Promotion Entities");
- iii. Any Judge (defined below);
- iv. Members of the immediate family or household of the above, including the individual's spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings; and
- v. Any other individual whose participation in the HACC would create, in the sole discretion of the State of Hawaii and Administrator, a real or apparent conflict of interest.

4. REGISTRATION AND SUBMISSION REQUIREMENTS

A. The following is required to participate in the HACC and maintain eligibility for awards:

- i. Team Members must register for the HACC on the DevPost HACC site (hacc2019.devpost.com). All Team Captains must complete registration no later than October 23, 2019.
- ii. Team Members must set up or use an existing Slack account and join HACC2019.Slack.com workspace (<http://bit.ly/2Z5gb5H>). There is no charge for creating a Slack account. This tool will be used for all important communications from the HACC Administrator and Planning Committee. This workspace will also be used to ask questions of the Challenge Sponsors.
- iii. Team Members must 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 teams to receive important updates and meet HACC submission requirements.
- iv. The Team Captain who will be responsible for the team's submissions must have a valid GitHub account link, and must have agreed to the GitHub Terms of Use. To obtain a valid GitHub account

link, Team Captain's may complete registration at the HACC Kickoff, where challenge repositories will be set up by the Administrator.

- v. The Team Captain is required to register for a DevPost account at DevPost.com, as that will be used for submissions to the HACC DevPost site, hacc2019.devpost.com.
 - vi. Each team must create a prototype software solution or application that complies with application requirements and submission criteria. A link to the functioning code must be provided on hacc2019.devpost.com and github.com/HACC2019 in accordance with the Section 2 above.
 - vii. Each team must create a brief video presentation that includes footage clearly explaining the application's design concepts, features and functionality. The video must be submitted to hacc2019.devpost.com.
 - viii. Each team must complete and enter all of the required fields and include all related files at hacc2019.devpost.com in accordance with the Section 2 above.
- B. Each team that enters a submission is responsible for retaining their own copy. The State of Hawaii and/or the Administrator is not responsible for, and each team releases the State of Hawaii and Administrator 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:
- i. 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 without the permission of the owner;
 - ii. 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;
 - iii. 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; and
 - iv. the source code for all submissions shall be published in a public repository on GitHub.com in accordance with the Section 2. Above 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.

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 non-infringement. 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 or in connection with the software or the use or other dealings in the software.

C. Language Requirements

All submission materials must be in English or, if not in English, the team must provide an English translation

of the demonstration video, text description, and testing instructions as well as all other materials submitted.

D. Modifications to Requirements

The State of Hawaii and the Administrator reserve the right to modify these Registration and Submission Requirements to accommodating availability of resources and for purposes of scheduling.

5. SUBMISSION RIGHTS

By submitting a proof of concept or prototype, teams make code open source and grant permission to the State of Hawaii and Hawaii Pacific University to duplicate, reuse or repurpose any portion of the submission code, visual design elements or concepts.

By entering the HACC, Team Members grant to the State of Hawaii and Hawaii Pacific University, and any other third parties acting on their 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 state's and partners' websites and applications, including the HACC Website, and display and promotion of the submission in any other media, worldwide.

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 State of Hawaii, Hawaii Pacific University, and Judges for screening and evaluation. Team Members represent and warrant that the State of Hawaii and HACC partners are free to use the team submissions in the manner described above, as provided or as modified by state, without obtaining permission or license from any third party and without any compensation.

6. JUDGING

- A. Judges: Eligible submissions will be evaluated by a panel of judges. Judges may be employees of the State of Hawaii or external designees.
- B. Technical Review: Team Captain's must submit preliminary solutions in accordance with Section 2 above, for evaluation by the HACC Technical Review Committee. Teams meeting minimum requirements will qualify for an invitation to present their solutions at the HACC Judging and Awards event.
- C. Criteria: The Judges will score eligible Submissions using the following criteria (the "Judging Criteria"):
 - a. Technical Review (includes the assessment made by the HACC Technical Review Committee); point maximum is 25 points.
 - b. Originality (Includes creativity and uniqueness of the idea); point maximum for this category is 15.
 - c. Design (includes the extent to which the solution or application is polished and visually appealing); point maximum for this category is 15.
 - d. 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 10.
 - e. 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 10.
 - f. Team Collaboration (includes ability for team to collaborate with State of Hawaii Challenge

Sponsor); point maximum for this category is 10.

- g. 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 10.
- h. 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 5.

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

- A. 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
- B. 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 iv. (Potential for Long-Term Sustainability of Solution) and v. (Utility and Impact) above will be considered the higher scoring submission. In the event any ties remain, the panel of Judges will vote on the tied submissions, with the Administrator casting the tie-breaking vote, if necessary.

7. PRIZE, AWARDS AND RECOGNITION

1st Place Overall	\$4,000
2nd Place Overall	\$2,000
3rd Place Overall	\$1,000
High School Category	\$500 donation toward school/sponsored-club

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 State of Hawaii and/or Administrator.
- B. Disqualification: The State of Hawaii may deem a winner (or participating team members) ineligible to win if:
 - i. the potential winner's Team Captain or any participating Team Member does not complete and sign the Required Acknowledgement Forms by the deadline listed above; and/or
 - ii. the submission or the team, or any Team Member, is disqualified for any other reason.

In the event of a disqualification, the Administrator may award the applicable prize to an alternate team.

9. PRIZE DISTRIBUTION

- A. Substitutions & Changes: The Administrator has the right to make a Prize substitution of equivalent or greater value. The Administrator will not award a prize if there are no eligible submissions entered in the HACC, nor eligible team submissions for any prize category.
- B. Prize Delivery: A prize will be mailed to the winning team representative's address if not awarded at the HACC Judging and Awards event. A team will be awarded the prize after completion and receipt of the Required Forms. It will be the responsibility of the winning team's Team Captain to allocate the prize among the team's participating members, as the Team Captain deems appropriate.

- C. Prize Delivery Timeframe: Prizes will be delivered within 45 days of the 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.

10. ENTRY CONDITIONS AND RELEASE

- A. By entering the HACC, Team Members agree to the following:
 - i. The relationship between the Team Members, and the State of Hawaii and Administrator, is not a confidential, fiduciary, or other special relationship.
 - ii. Each Team Member will be bound by and comply with these Official Rules and the decisions of the State of Hawaii, Administrator, and/or the Judges which are binding and final in all matters relating to the HACC.
 - iii. Each Team Member will release, indemnify, defend and hold harmless the State of Hawaii, 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 HACC, 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 team's entry, creation of submission or entry of a submission, participation in the HACC, 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 State of Hawaii or Administrator's electronic or printing error, or by any of the equipment or programming associated with or utilized in the HACC;
 - 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 HACC Website;
 - iii. unauthorized human intervention in any part of the entry process or the HACC;
 - iv. technical or human error which may occur in the administration of the HACC 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 Team Member's participation in the HACC 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 Team Members. Proof of sending or submitting will not be deemed to be proof of receipt by the HACC or Administrator.

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

11. PUBLICITY

By participating in the HACC, Team Members consent to the use of personal information about you, by the State of Hawaii, 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 Team Members under the age of 18, a Child Protection Code of Practice Acknowledgement form is also being required.

This consent applies, as applicable, to all members a HACC team that participated in the winning submission.

12. GENERAL CONDITIONS

- A. The State of Hawaii and Administrator reserve the right, in their sole discretion, to cancel, suspend and/or modify the HACC, 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. The State of Hawaii and Administrator reserve the right in their sole discretion to disqualify any individual or Team Member it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the HACC or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of the HACC, or a violation of any applicable law or regulation.
- C. Any attempt by any person to undermine the proper conduct of the HACC may be a violation of criminal and civil law. Should the State of Hawaii 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 Team Member 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 HACC materials, including but not limited to the HACC submission form, HACC 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 Team Member, the State of Hawaii and the Administrator. The State of Hawaii and Administrator will post the terms and conditions of the amended Official Rules on the HACC 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 Team Member or prospective Team Member believes that any Official Rule is or may be unclear or ambiguous, the Team Member must submit a written request

for clarification.

- G. The State of Hawaii 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 Team Member, 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 state's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.
- H. Excluding Submissions, all intellectual property related to the HACC, 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 State of Hawaii. 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 the State of Hawaii or Administrator intellectual property shall be solely to the extent provided for in these Official Rules.

13. LIMITATIONS OF LIABILITY

By entering, all Teams 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 Team Members participation in the HACC. 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. Team Members 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 the HACC, or any prizes awarded, other than those concerning the administration of the HACC 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 the HACC, shall be resolved under the laws of Hawaii, and Team Members consent to the exclusive jurisdiction and venue of the state courts in Honolulu, Hawaii; and
 - iii. under no circumstances will Team Members be entitled to, and Team Members 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; and
 - iv. all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Team Members and the State of Hawaii in connection with the HACC, shall be governed by, and construed in accordance with, the laws of Hawaii, 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 HACC and more generally your use of the HACC 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 HACC only.

Participation in the HACC constitutes Team Members' full and unconditional agreement to these Official Rules. By entering, a Team Member agrees that all decisions related to the HACC that are made pursuant to these Official Rules are final and binding, and that all such decisions are at the sole discretion of the State of Hawaii and/or Administrator.

16. CODE OF CONDUCT

By entering the HACC, Team Members agree to be bound by these Official Rules and Code of Conduct, which the State of Hawaii and Administrator has adopted from Code for America and Code for Hawaii guidelines. The Official Rules will be posted at hacc.hawaii.gov. To the maximum extent permitted by law, the HACC, the State of Hawaii and Administrator reserve the right to change these Official Rules at any time.

- A. Team Members agree to exhibit behavior to ensure that HACC activities, events, and digital forums:
- i. are a safe and respectful environment for all participants;
 - ii. are a place where people are free to fully express their identities;
 - iii. presume the value of others; everyone's ideas, skills, and contributions have value;
 - iv. don't assume everyone has the same context, and encourage questions;
 - v. 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";
 - vi. encourage members and participants to listen as much as they speak;
 - vii. 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;
 - viii. prioritize access for and input from those who are traditionally excluded from the civic process;
 - ix. 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;
 - x. actively involve others and those with subject matter expertise in the decision-making process;
 - xi. ensure that the relationships and conversations between community members, the local government staff and community partners remain respectful, participatory, and productive; and
 - xii. provide an environment where people are free from discrimination or harassment.

The State of Hawaii 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.

B. Anti-Harassment Policy

All 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.

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 Team Member or other participant engages in harassing behavior, the State of Hawaii or Administrator 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 Hawaii Annual Code Challenge (HACC) at hacc@hawaii.gov or (808) 586-0000. 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.

17. MISCELLANEOUS

If any provision of these Official Rules and Guidelines 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. The HACC, the State of Hawaii, and the Administrator 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 HACC or to be acting in violation of these Official Rules. The HACC is governed by and shall be construed under the laws of the State of Hawaii, U.S.A., without regard to the conflicts of law provisions therein. All disputes in connection with the subject matter of these Official Rules will be determined by the state court located in Honolulu, HI. These Official 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 Rules will be effective unless in writing and signed by the party against which enforcement is sought.



2019 Official Rules and Guidelines Acknowledgement Form

I acknowledge that I have read the Hawaii Annual Code Challenge 2019 Official Rules and Guidelines and that I understand and agree to the terms of the Official Rules.

Print Name of Team Member

Signature of Team Member

Date

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

Signature of Legal Guardian (if Participant is under 18)

Date