



HAWAII ANNUAL CODE CHALLENGE

2023 Official Rules and Guidelines

Hawaii Annual Code Challenge 2023 Official Rules and Guidelines

The Hawaii Annual Code Challenge (“HACC”) is coordinated by the Office of Enterprise Technology Services (ETS) of the State of Hawaii in partnership with IMAG Foundation and multiple state departments and agencies that put forward challenges for community participants. The purpose of the HACC is to provide an opportunity for civic engagement with the local technology community in identifying innovative solutions in modernizing state functions and services for a more effective, efficient and open government. Additionally, one of its objectives is to support information technology (IT) workforce development and stimulate 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., B-10
Honolulu, HI 96813

IMAG Foundation (the “Administrator”) is the entity responsible for overseeing and managing prize sponsorships and distribution of prize awards.

Administrator Mailing Address: Sheila Buyukacar
IMAG Foundation
91-1039 Kanihaalilo Street
Kapolei, HI 96707

2. DATES AND TIMING

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| HACC Kickoff Event via Zoom | October 21, 2023; 9:30 a.m. - 2:30 p.m. |
| Deadline for team formation and acknowledgement of HACC Official Rules and Guidelines | October 24, 2023; 5:00 p.m. |
| Challenge Declaration – date team must report to committee which challenge they will be submitting to technical review | October 24, 2023; 5:00 p.m. |
| Technical Evaluations will begin | November 13, 2023; 9:00 a.m. |
| Selected Teams Informed Via Email | November 15, 2023 |
| Selected Teams Pitch in-Person Rehearsal | November 17, 2023; 1:00 p.m. - 5:00 p.m. |
| HACC Judging and Awards In-Person Event | November 18, 2023; 10:00 a.m. - 2:30 p.m. |

The Administrator will be the official timekeeper for the HACC.

HACC 2023 will be a hybrid event; Kickoff and all workshops will be held virtually while the Judging and Presentation Day will be held in-person. All activities, communications and interactions will be done via hacc2023.slack.com, HACC.hawaii.gov, Eventbrite and Zoom meetings. Please monitor these platforms for the latest information and important announcements.

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 any 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 teams or individuals who register via **hacc.hawaii.gov** team and file participant forms no later than **5:00 p.m. October 24, 2023** and are:
 - i. Eighteen (18) years of age or older (adults) as of the time of entry and have reviewed and acknowledged these rules and guidelines via web form; and
 - ii. Under 18 years of age (minors), provided they are each a member of a team that includes a minimum of one individual who is an adult (e.g., parent, educator, advisor) and have submitted acknowledgement of these rules e-signed by them and their parent/guardian; and
 - iii. Are State of Hawaii residents or non-resident students currently living in and attending school in the State of Hawaii.

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, any other state or country;
 - 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 (section B.ii.), 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. Forms on the hacc.hawaii.gov website will be used to register teams and individual participants. Teams will NOT be approved to participate unless all team members have registered as an individual participant and you have completed the process of accepting important team and individual documents. Finding and forming teams will be managed through the [HACC2023.slack.com](https://hacc2023.slack.com) workspace. To facilitate this process, we have added questions to your standard Slack profile, if you are looking to join a team or for participants to join your team complete these extra questions to assist in the process. Please use the Team Formation Channel to announce you are looking for a team or teammates. **All Team formation, rules acceptances and submissions must be completed by October 24, 2023 at 5:00 p.m.**
 - ii. Each participant must register using the Participant registration form on the hacc.hawaii.gov website before joining a team. This allows the participant to acknowledge the rules and guidelines of the event and

allows minors to obtain permission from their parent or guardian. The email address you use on this form must be provided on the Team registration form by the team captain.

- iii. Participants who choose to be a team's captain, must then complete the team registration form on the hacc.hawaii.gov website and answer all required questions and providing their name and email address and the name(s) and email address(es) of all team members.
 - iv. Teams must also report their final decision of which challenge they will be submitting for Tech Review during the team formation process on the website form at the same time.
 - v. Team Members must set up or use an existing Slack account and join hacc2023.slack.com workspace (<https://bit.ly/3rV4tup>). 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, work with mentors, advisors and sponsors.
 - vi. Team Captains and Members must create a GitHub account at [GitHub.com](https://github.com) or use an existing GitHub account to participate in the event. These account names should be provided by the Team Captain on the website form during enrollment. These details are used by the HACC tech administration team and any changes or updates can be requested on the tech-team slack channel. There is no charge for creating a GitHub account. This will enable teams to meet HACC submission requirements.
 - vii. 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 your project submission form (<https://bit.ly/3QtINBa>) and github.com/HACC2023 in accordance with timing and dates in Section 2 above.
 - viii. A team electing to create a solution using code must make sure their code is deployed to a public location prior to the Tech Evaluation. This allows tech judges to evaluate how well the code is working. Steps on how to access this demo location and how-to login instructions should be included in both Teams' GitHub account and Project Submission Form.
 - ix. A team electing to create a solution using low/no code platform-based or mobile application **MUST** provide the technical assessment team with access to the application and a written summary of what modules or services were used. Additionally, they must include details on their Project Submission Form a general timeline and scope of work completed if you don't have custom code on GitHub to show.
 - x. Each team must create a functional evaluation video for the technical review judges that demonstrates and clearly explains the application's design concepts, features and functionality, no longer than 10 minutes. The video must be uploaded during the project submission process, using the Google Project Submission Form.
 - xi. Each team must answer a required security question on the Project Submission form. The question will be related to how your solutions should be secured and your response must not exceed 300 words. Be specific to your application's security needs - describe how the different parts/functions of the solution should be secured for both data security and privacy. Do not provide generic security guidance.
 - xii. Each team must complete and enter all of the required fields and include all related files on the Project Submission Form 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 Section 2 above and must include an open source code license. We recommend you use the GNU General Public License or the MIT License for open source software. For other options, please see <https://choosealicense.com>.

NOTE: Any source code found to have any other type of license (non-open source) will be disqualified from the competition. This open-source requirement only applies to development submitted for the HACC event and does not apply to any development done by the team post event and stored in a separate non-HACC repository. If a winner is found in violation of Section B-iv, the prize will be revoked.

A 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. Pitch Training

The Pitch Training Workshop will be held on November 4, 2023 and your attendance is strongly encouraged. Learning how to create and deliver a pitch will be extremely beneficial to your work and school activities. Please have at least one member of your team attend this workshop, ideal attendee(s) are the team member(s) creating or giving your team’s presentation on Judging & Presentation Day. We will also be providing access to past trainings for you to view in the event you cannot make the live event occurring on the November 4, 2023.

E. Modifications to Requirements

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

5. SUBMISSION RIGHTS

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

By entering the HACC, Team Members grant to the State of Hawaii and IMAG Foundation, 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 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 Captains must submit preliminary solutions in accordance with Section 2 and 4 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.

Teams will be selected based on their meeting a minimum threshold result in the technical review (total tech review percentage result needs to be 60% or higher). Top four High and Middle school teams will be selected based upon technical scoring in relationship to other High and Middle school team results. Total participation in the Judging Day event will be limited to 25 Teams as follows:

- Top four high and middle school teams;
- Top two teams for each of the State challenges (8-16 teams typically);
- The top team for all open challenges;
- Remaining invites will be given based on highest scores received in the technical review for teams not selected in the first 3 items. If not enough teams meet the minimum threshold criteria to invite 25 total teams, the number of presentations will be reduced accordingly.

Please be aware, if a team is selected to present and for any reason no one from that team can attend to present their solution, that team will be removed from the Presentation Day team list.

- C. Judging Criteria – The Judges will score eligible submissions using the following criteria:
 - a. Technical Review is the assessment made by the HACC Technical Review Committee; point maximum is 30 points or 5 points for each of the following 6 categories.
 - Technical Implementation
 - Function Evaluation Video
 - Working Prototype
 - Innovation and Excellence
 - User Experience
 - Security/Privacy

For a comprehensive explanation of each category see the HACC 2023 Scoring Criteria at: <https://hacc.hawaii.gov/hacc-judging-criteria/>

One or more technical judges will review each submission. Your technical review score will be the percentage of all possible points, rounded to the nearest percentage point. For example, if Judge 1 gives your submission 25 points, Judge 2 gives your submission 23 points, then your technical review score is $(25 + 23)/60 = 80\%$.

- b. Presentation Review are points awarded by the presentation judges during the HACC 2023 Judging Day; point maximum is 20 points or 5 points each for the following 4 categories.
- Requirements
 - Originality & Design
 - Utility & Impact
 - Presentation & Delivery

For a comprehensive explanation of each category see the HACC 2023 Scoring Criteria at: <https://hacc.hawaii.gov/hacc-judging-criteria/>

Teams will be provided with a sample template of the presentation to cover the 4 categories to be evaluated. If a category is not covered or addressed in your presentation, judges will be directed to provide a score of 0 for that category.

The presentation format is a total of 5-minutes: 2-minute presentation; 1-minute live demonstration of solution (a walk-through of your application) and 2-minute Q&A. The timekeeper will alert teams when presentation time has elapsed at 3 minutes and Q&A at 2 minutes.

Several judges from the community will review each presentation. Your presentation score will be the percentage of all possible points, rounded to the nearest percentage point. For example, if Judge 1 gives your presentation 16 points, Judge 2 gives your presentation 14 points, Judge 3 gives your presentation 18 points, and Judge 4 gives your presentation 18 points, then your presentation score is $(16 + 14 + 18 + 18)/80 = 83\%$.

Your total score is the average of your technical review score and your presentation score. In the above example, the average of the technical review score (82%) and presentation score (83%) is 82.5%, which is the final score for this submission.

- D. 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.
- E. Tie Breaker: For each Prize listed in Section 7 below, if two or more submissions are tied, the Presentation Judges will vote on the tied submissions, with the Administrator casting the tie-breaking vote, if necessary.
- F. The People’s Choice Award will be awarded a separate prize. The audience will vote for their favorite presentation. Team with the highest votes win.

7. PRIZE, AWARDS AND RECOGNITION

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| Custom Coded Submissions Overall | |
| 1st Place | \$4,000 |
| 2nd Place | \$2,000 |
| 3rd Place | \$1,000 |
| Low/No Code Submissions Overall | |
| 1st Place | \$4,000 |
| 2nd Place | \$2,000 |
| 3rd Place | \$1,000 |
| High/Middle School | Donation toward school/sponsored-club |
| 1st Place | \$1500 |

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| 2nd Place | \$1000 |
| 3rd Place | \$500 |
| People’s Choice Award | \$25 Gift Card to each team member |

8. VERIFICATION OF POTENTIAL WINNERS

- A. Verification Requirement: The award of a prize to a winner is subject to verification of the identity, state residency (i.e. Hawaii Drivers License or Student ID), 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. any team member is NOT a State of Hawaii resident or a current student at a Hawaii school and/or
 - iii. the proof-of-concept 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 the next high-scoring team in the combined results for technical and presentation.

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. All winners 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. Information 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 parent or guardian will be required to sign the rules/guidelines acknowledgement form in addition to the underage team member.

This consent applies, as applicable, to all members of 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 Event 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 are 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) 586-6000. 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.



2023 Official Rules and Guidelines Acknowledgement Form

I acknowledge that I have read the Hawaii Annual Code Challenge 2023 Official Rules and Guidelines and that I understand and agree to the terms of the Official Rules.

Print Name of Team Member

Name of Team

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