

## **Infy Maker Awards Contest Official Contest Rules**

- 1. ELIGIBILITY:** The Infy Maker Awards Contest (“Contest”) is open only to K-12 schools, youth-serving organizations and institutions based in the United States meeting the eligibility criteria set forth below (“Eligible Organizations”). An Eligible Organization must:
  - Be organized under the laws of the United States or of any State in the United States the District of Columbia, or the U.S. territories of American Samoa, Guam, the Northern Mariana Islands, the U.S. Virgin Islands, or Puerto Rico;
  - Be operated as a non-profit organization registered as exempt from federal income taxes under Internal Revenue Code section 501(c)(3), **or**, be treated under federal law as an organization to whom tax-exempt contributions may be made under Internal Revenue Code section 170(c)(1) (such as a public school district); and
  - Maintain a mission or operational focus on education of children and/or teens.

Furthermore, an Eligible Organization must not:

- Discriminate on the basis of race, color, religion, gender, gender identity, ethnic or national origin, citizenship status, age, disability, sexual orientation or veteran status.
- Require membership in a certain religion or advance a particular religious faith.
- Promote or advocate for public policy or overtly political matters.
- Engage in political or legislative lobbying, political activity, or endorsement or support of any candidate for public office.

Employees and directors of Infosys Foundation USA (“Sponsor”), Infosys Limited, and each of their respective parent entities, subsidiaries and affiliated companies, owners, officers, directors, partners, agents, representatives, employees and contractors, advertising, promotion agencies, web masters and web suppliers (collectively “Released Parties”) and their respective IRS dependents, immediate family members (parent, child, sibling and spouse) and individuals residing in their same household) are not eligible to enter or win a prize. Judges, the organizations under which judges are formally employed and judges’ immediate family members of any of the judges are also not eligible to enter or win a prize. Void where prohibited by law. All federal, state and local laws and regulations apply.

**2. AGREEMENT TO OFFICIAL RULES:** By participating in this Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.

**3. ENTRY PERIOD:** The Contest begins at 8:00:00 a.m. Pacific Time (“PT”) on January 12, 2021 and ends at 5:00:00 p.m. PT on March 2, 2021 (“Entry Period”).

**4. ASSIGNMENT:** Create a video (recommended length is no longer than 90 seconds) which creatively showcases your organization, any current involvement with maker-centered learning and specifically illustrates how the Eligible Organization will use an Infy Maker Award and who the award will benefit. Provide a detailed description and budget describing how the Eligible Organization plans to use this award to expand opportunities for K-12 students to engage in making. Include one support letter from another organization serving the same community (this letter should describe the collaboration or project and provide

insight into the Eligible Organization’s abilities, expertise and impact). Describe the Eligible Organization’s plans to ensure its efforts are financially sustainable moving forward.

**5. HOW TO ENTER:** Each Eligible Organization should designate an authorized individual as a single point of contact (“Entrant”) in its entry. The Entrant should have the authority to act on the Eligible Organization’s behalf for all purposes relevant to the Contest (including, but not limited to, all consents necessary to share any personally identifiable data that Entrant shares in connection with the Entry and/or the Contest), and will be the individual with whom all communications relating to the Contest take place. An Eligible Organization may replace its designated Entrant at any time upon written notice to Sponsor at [foundation.usa@infosys.com](mailto:foundation.usa@infosys.com). The Eligible Organization is responsible for ensuring that Sponsor has accurate information pertaining to Entrant at all times. If the Eligible Organization is chosen as a winner, it will receive one professional development package for two staff members to attend the Pathfinders Summer Institute if hosted in 2021 (the Sponsor’s signature computer science and maker education program) and a \$10,000 award (contingent upon completion of the professional development program). Entries which are received in excess of this limit may be disqualified.

During the Entry Period, visit [www.infymakers.com](http://www.infymakers.com) and follow the instructions below:

- (a) Select the link to the application
- (b) Complete the online entry form, including the name of the project, the name, address, and phone number of the Eligible Organization, and the Entrant’s first and last name, address, email address, and phone number. Entrants will be required to confirm, on behalf of the Eligible Organization, agreement to these Official Rules by clicking where indicated.
- (c) Share the video on social media and upload the video to the application. Videos must be in AVI, WMV, MOV, MPG, MP4 or M4V format, 300MB or less. Recommended video length is 90 seconds or less.
- (d) Provide a description and budget describing how the prize will be used to expand opportunities for K-12 students to engage in making.
- (e) Include one support letter from another organization that the Eligible Organization has previously worked with. This letter should describe the collaboration or project and provide insight into the Eligible Organization’s abilities, expertise and impact.
- (f) Describe the Eligible Organization’s plans to ensure its efforts are sustainable moving forward, including financially.

The completed entry form, Video, and project summary/response to questions are collectively referred to as an “Entry.” If an Entry fails any of the instructions above or any of the rules set forth in Section 6 below, it will be disqualified. Sponsor will make all reasonable efforts to review Entries promptly upon receipt and to inform Entrants in the event of disqualification. Entries will be reviewed for eligibility on a rolling basis and, if time permits, Entrants will be notified of disqualification on a rolling basis (i.e., in the order in which their Entry was received by Sponsor). Once an Entry is submitted, it may not be edited or resubmitted with edits (except to designate a different Entrant) unless Sponsor notifies the Entrant that the

Entry has been disqualified for failure to follow all of the rules set forth in Section 6 below. Sponsor will not specify the basis for the disqualification, nor will Sponsor provide any guidance or advice for how to edit an Entry to make it eligible under these Rules. Disqualification will not extend the deadline to submit an Entry; Entrants are solely responsible for the timing and qualification of their Entry. The earlier an Entry is submitted, the more likely it is that Sponsor will be able to review it and advise if it is disqualified, thereby enabling the Eligible Organization to resubmit a qualified Entry; if an Entry is submitted close to the closing of the Entry Period, it is unlikely that Entrant will be notified if the Entry has been disqualified in time to resubmit an Entry.

No correspondence regarding Entries will be entered into with Entrants, except as specified in these rules. All Entries will be reviewed for compliance with these Official Rules. Entries that do not meet the Entry Guidelines set forth below, contain prohibited content, and/or are otherwise deemed by Sponsor, in its sole discretion, to be inappropriate will be disqualified. **Please read the entry requirements below, as well as the FAQs, very carefully to ensure that your Entry is not disqualified.** Winners of or finalists in a previous Infy Maker Awards Contest are eligible to enter but may not submit the same winning/finalist project.

IMPORTANT: By entering the Contest, Entrant, on behalf of the Eligible Organization and all individuals whose personally identifiable information is shared by Entrant, agrees: (1) that the Entry may be shared by Sponsor in social media (including but not limited to linking to any social media accounts disclosed in the Entry, such as Twitter usernames, Instagram usernames, Facebook profile pages, etc.) for viewing by the general public and (2) to all terms set forth in Sponsor's privacy policy located at <http://www.infosys.org/infosys-foundation-usa/privacy-statement/>. By sharing social media profile information, the Eligible Organization expressly represents and warrants that it has the right to share such information and agree to the foregoing terms. The posting, sharing or publicity of an Entry does not mean that the Entry has been determined to be in compliance with the Entry Requirements set forth below or imply selection as a prize winner in the Contest. CONTENT POSTED TO ANY WEBSITE IS NOT EDITED BY SPONSOR AND DOES NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

**6. ENTRY REQUIREMENTS/CONDITIONS OF ENTRY:** Failure to meet any of the below requirements may result in disqualification of your Video. As a condition of entry, you must represent and warrant that your Video meets the following requirements and conditions of entry:

**(a)** Video must be original and not have been published or distributed previously in any media prior to being submitted or been entered into or won previous contests or awards. However, Eligible Organizations who have participated in a previous Infy Maker Awards Contest may re-submit the same project previously entered, if they wish, provided that the previous Entry was not selected as a finalist.

**(b)** Video must be in English.

**(c)** Video must be in AVI, WMV, MOV, MPG, MP4 or M4V format, 300MB or less.

**(d)** The Video must describe the Eligible Organization, any current involvement with maker-centered learning and illustrate how it will use an Infy Maker Award and who the award will benefit.

**(e)** Video must be suitable for publication in a public forum (as determined by Sponsor in its sole discretion). By way of example but not limitation, this means that the Video must not be obscene or indecent; must not include nudity or pornographic content; must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); must not include threats to any person, place, business, group, or world peace; and must not depict any drugs or unlawful, immoral, or dangerous act or suggest that any individual should undertake any such act.

**(f)** Video must not include music.

**(g)** Video must have been created without violating the laws, regulations, or public policy of any state or country, and the Video itself must not violate any laws.

**(h)** Video must not infringe on the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party (including those of any videographer or photographer, if applicable); the Video may include commercially available tools, equipment, and technology.

**(i)** Video must not invade privacy or other rights of any person, firm or entity and must not defame, disparage or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

**(j)** Video must not reflect negatively on the Sponsor or communicate messages or images inconsistent with the positive images and/or goodwill to which Infosys Foundation USA wishes to associate.

**(k)** By submitting the Video, the Eligible Organization represents that it owns or has procured all necessary rights to enter Video in the Contest, including any elements appearing in a Video, including without limitation audio, speech/ voiceovers, stills, video, supers, or other audiovisual materials. All such elements used must be entirely original, created and performed by the Entrant, or be in the public domain.

**(l)** Video must not suggest the endorsement of any third party company or brand, including through the prominent display of a third party's trademark or logo on any clothing, hats, signage, etc.

**(m)** The Video must not include/feature individuals who have not agreed to appear, whether in live video or still photos. By submitting the Video, the Eligible Organization represents and warrants that it has obtained the consent of all individuals appearing in the Video, including parental consents if the Video includes minors. Sponsor reserves the right to require the Eligible Organization to provide evidence sufficient to establish the consent of all individuals appearing in the Video, and may in its sole discretion disqualify an Entry for failure to provide such evidence.

**(n)** Entrant represents that she/he is the individual identified as the Entrant, that he/she is a legal resident of one of the 50 United States the District of Columbia, or the U.S. territories of American Samoa, Guam, the Northern Mariana Islands, the U.S. Virgin Islands, or Puerto Rico who has reached the age of majority in his/her place of residence at the time of entry, and that he/she has all requisite authority to agree, on behalf of the Eligible Organization, to all of the terms and conditions of these Official Rules, including but not limited to the warranties and representations contained herein, and to bind the Eligible Organization to all such terms and conditions.

**7. GRANT OF RIGHTS TO SPONSOR TO USE ENTRY:** By submitting an Entry, the Eligible Organization irrevocably grants Sponsor the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit, edit and/or otherwise use or reuse (without limitation as to when or to the number of times used) the Eligible Organization's Video, including, but not limited to, the recording contained therein (in each case, as submitted or as edited/modified in any way by the Sponsor in its sole discretion), as well as to use Eligible Organization's name (including social media accounts, if provided in the Entry) and any other relevant identifying information included in the Entry (and Entrant, likewise, irrevocably grants Sponsor the unconditional and perpetual right and permission to use his/her name, including social media accounts, if provided in the Entry, and his/her likeness and photograph, if provided in the Entry) (collectively, "Likeness"), and/or statements regarding its/his/her participation in this Contest (with or without using the Eligible Organizations and/or Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Eligible Organization, Entrant, or any other party.

Entrant and Eligible Organization each waive all intellectual property rights, privacy/publicity rights and other legal or moral rights that might preclude the Sponsor's use of the Video as anticipated herein, and agree not to sue or assert any claim against the Sponsor for the use of the Video or Eligible Organization or Entrant's Likeness or statements.

In the event Sponsor has reason to believe that Entrant or Eligible Organization does not have the necessary rights in a Video, or any elements thereof, Sponsor may, in its sole discretion and at any time, (1) require Entrant to provide sufficient evidence of such rights in the Video (or relevant elements thereof), (2) remove the Video from any websites or social media sites run or controlled by Sponsor, and/or (3) disqualify the Entry, even if Entrant has already been notified that his/her Eligible Organization is a Finalist, potential Grand Prize winner, or Grand Prize winner.

**8. INITIAL JUDGING:** A qualified panel of judges will judge all eligible Entries based on (1) the quality of the Video (2) the strength of the proposed plan and budget to use the award, the support letter, and the sustainability plan (3) potential overall impact (4) the demonstrated need

The top Entries (no more than one hundred [100] Entries) will advance to the Finalist Round (the “Finalists”). The Sponsor’s decisions on all matters pertaining to judging, administering and/or interpreting the terms and conditions of this Contest are final. Finalists will be notified via social media and/or email, on or about March 29, 2021, using the information provided with their Entry.

**9. FINALIST ROUND:** The Finalist Round will consist of an expert judging element, as follows:

**Expert Judging (100 total points):** A panel of qualified judges will judge all eligible Finalist Entries based on the below criteria. Each judge has substantial experience in maker education for K-12 students and has made significant contributions in this area.

Strength of the proposed plan and budget to use the award, support letter and sustainability plan (40 points)

- Does the information provided by the plan and budget suggest a well-developed and implementable initiative based on the resources that would be provided by an Infy Maker Award? (20 points)
- Does the support letter indicate the Eligible Organization’s ability to successfully implement this plan? (10 points)
- Does the sustainability plan indicate a path towards ensuring continued growth as opposed to a one off project? (10 points)

Need (30 points)

- To what extent does the organization work in an underserved community? (i.e. low-income, high poverty, free and reduced lunch) (15 points)
- To what extent does the organization work with underrepresented students? (i.e. girls, students of color) (15 points)

Potential overall impact (20 points)

- Based on the information provided in the application, will the proposed plan have a significant impact through indicators such as number of students reached, capacity expansion for providing maker education and creation of new cross sector partnerships?

Quality of the video (10 points)

- Does the video describe the organization, how it plans to use an Infy Maker Award and who the award will benefit? (5 points)
- Is the video creative? (3 points)
- Is the video concise? (Please note that, if a video is longer than 90 seconds, this may have a negative effect on this judging criteria) (2 points)

The ten (10) Entries with the highest combined score will be declared the potential Grand Prize winners. In the event of a tie, the tie will be broken as follows: the Entries' scores will be compared by category, and the Entry with the highest score in the first category will be declared a potential Grand Prize winner unless the Entries are tied in such category, in which case the Entries' scores will be compared in the second category, and so on, with the categories ranked in the following order: (1) the "Strength of the proposed plan and budget" category; (2) the "Need" category; (3) the "Potential overall impact" category; and (4) the "Quality of the video" category. In the event that two or more Entries are tied in all four (4) categories, the tie will be broken by selecting as a potential Grand Prize winner the Entry that was submitted earliest. The Sponsor's decisions on all matters pertaining to judging, administering and/or interpreting the terms and conditions of this Contest are final.

**10. PRIZES: Up to ten (10) Grand Prizes (provided a sufficient number of eligible entries are received):** one professional development package for two staff members to attend the Pathfinders Summer Institute if hosted in 2021 (the Sponsor's signature computer science and maker education program) and a \$10,000 award (contingent upon completion of the professional development program). Check must be deposited within 90 days of the date printed on the check. No transfer of prize allowed.

**11. WINNER NOTIFICATION:** Potential winners will be notified via phone, mail or e-mail on or about April 26, 2021, using the information provided with their Entry. Potential winners will be required to provide evidence that they meet the eligibility requirements set forth in Section 1 of these Official Rules. Potential winners may be asked to provide documentation including but not limited to a W-9, an IRS determination letters validating the Eligible Organization's tax-exempt status, and further documentation evidencing the Eligible Organization's tax status. Potential winners will also be required to complete releases and affidavits validating the Eligible Organization's agreement to and compliance with these Official Rules. Unless Sponsor, in its sole discretion, agrees to a longer time period, potential winners must fill out and return all requested documentation within six (6) days of attempted notification. Sponsor retains the right to verify the accuracy of information provided by winners, whether relating to eligibility or to any other matter. In the event a potential winner does not return documents in a timely manner, or accept the prize, or if the prize notification or prize is not deliverable, or the potential winner is ineligible or not in compliance with these Official Rules, prize will be forfeited and awarded to the next highest scoring remaining Finalist, at the Sponsor's sole discretion, even if the disqualified potential prize winner's name may have been publicly announced. Winner must send two staff members to participate in the maker professional development program provided by Sponsor in order for winner to receive the \$10,000 award. All federal, state and local laws and regulations apply to participation in this Contest. Taxes on prize, if any, are solely the responsibility of winner. **If the Eligible Organization accepts any prize money, the Eligible Organization expressly covenants, represents, and warrants that (1) it will use the money exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code and (2) it will not use any portion of the prize money in a manner inconsistent with IRC Section 501(c)(3), including but not limited to: (a) influencing the outcome of any specific election for candidates to public office, (b) inducing or encouraging violations of law or public policy, (c) causing any private inurement or improper private benefit to occur, or (d) influencing legislation within the meaning of IRC Section 4945(e).** Without limitation of the foregoing, Sponsor makes no

representations, or accepts any responsibility, regarding any division, distribution, or expenditure of payments. Sponsor has not earmarked the prize money, or any portion thereof, to any particular person, vendor, or contractor, and there is no agreement, written or oral, by which Sponsor may cause any Grand Prize Winner to spend any prize money in any manner except as set forth above. Entrant will defend and hold harmless sponsor from any disputes relating to distribution or expenditure of the prize amount, or payment of taxes, if any, owed on the prize amount or any portion thereof.

EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ELIGIBLE ORGANIZATION IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ITS ELIGIBILITY HAS BEEN VERIFIED, AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**12. GENERAL/LIMITATIONS OF LIABILITY:** By entering in this Contest, and by accepting a prize, Entrants and Eligible Organizations agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation or attempt to participate in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; incorrect announcements of any kind; (d) errors in the administration of the Contest or the processing of entries; lost, late, damaged, delayed, incomplete, unintelligible or misdirected entries, entries not received by the entry deadline; (e) injury or damage to persons or property which may be caused directly or indirectly, in whole or in part from entrant's participation in the Contest or receipt, use or misuse of any prize. Entrant and Eligible Organization further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's fees. Entrants and Eligible Organizations waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these official rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. Sponsor reserves the right to cancel, modify or suspend the Contest if someone cheats, or a virus, bug, bot, catastrophic event, natural disaster, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest the Sponsor reserves the right to determine winners from among all eligible entries received. Entrants and Eligible Organizations engaging in any of the foregoing activities may be disqualified and his/her/its entry withdrawn from consideration. If such activities are discovered after an Entry has been selected, Sponsor, may, at its discretion, disqualify the selected Entry and select an alternate. Sponsor at any time receives a complaint (including but not limited to a cease and desist letter, general letter of complaint etc.) alleging intellectual property infringement of any element of an Entry, Sponsor reserves the right to disqualify the Entry.



The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of these Official Rules. Under no circumstances, including negligence, shall the Sponsor or the Released Parties be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the website, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

**13. PRIVACY:** All personal information submitted by you as part of a Contest will be treated in accordance with the Sponsor's Privacy Policy available at: <http://www.infosys.org/privacy-statement/default.asp> except as otherwise described in these Official Rules. By participating in this Contest, you acknowledge and agree that all information and material, including any personal information provided in your entry materials, affidavits, and releases, will be collected, used and disclosed by Sponsor and its authorized agents, representatives, and other third parties involved in the execution, administration, or hosting of this Contest, for the purposes of administering this Contest and prize fulfillment and may be further publicized as described above.

**14. GOVERNING LAW:** Entrant and Eligible Organization agree that: (a) any and all disputes, claims and causes of action arising out of or connected with a Contest or any prize awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the courts of the State of California; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Contest, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with any Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**15. WIN LIST:** Entries and names of the winners (organization, city and state) will be posted at [www.infymakers.com](http://www.infymakers.com) through August 31, 2021, after all winners have been determined and verified.

**16. SPONSOR:** Infosys Foundation USA, One World Trade Center, 285 Fulton St., Suite a 79th floor, New York, NY 10007