**DATA AND AI - AI Bootcamp CONTEST**

**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

**ELIGIBILITY:** Employees, officers, directors of International Business Machines Corporation (“IBM” or “Sponsor”), its respective subsidiaries and affiliated companies, agents, contractors, advertising/promotion agencies, individuals engaged in the development, production, or distribution of materials for, or implementation of the Contest (collectively “Contest Entities”), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories, and employees, officers, and directors of Event organizers, sponsors, competitors, and exhibitors, are not eligible to enter or win a prize. Employees of Government and Government owned entities (as defined herein) and any other similar entities are excluded from participation in the Contest.

A Government Owned Entity (“GOE”) is defined as an organization/individual who meets any of the following criteria: Governmental bodies and employees - national, state, provincial, local, municipal government - and any department, agency, public enterprise or instrumentality of a government; State owned hospitals, schools, utilities; State owned enterprises (whether wholly or partly owned); Public international organizations; Private companies controlled fully or partly by or under common control with any of the above; a political party or party official, or any candidate for political office.  GOE also includes GOE customers who may consist of: public schools, utilities and organizations licensed to provide public services; public international organizations, such as the United Nations or World Health Organization; entities subject to public procurement laws and regulations; other entities, even those that are privately held and those that are publicly traded, if a government, a public international organization, an entity subject to public procurement laws or a government official, owns or has the ability to exercise control over such entity; and U.S. Federal Clients, including: (i) executive, legislative and judicial branches of the U.S. Federal government, (ii) U.S. Government-affiliated corporations (e.g., Tennessee Valley Authority), (iii) quasi-governmental organizations (e.g., The Smithsonian Institution), (iv) commercial business enterprises operating under a U.S. Federal government power of attorney, or with Management Operating Contractor (MOC) status. Void where prohibited or restricted by law.

By accepting a prize, each winner fully and unconditionally agrees to and accepts these Official Rules, the Sponsor’s privacy policy (at [http://www.ibm.com/privacy/us/en/](https://XXXXXXX)), the information provided by Sponsor in connection with the Contest, and the decisions of the Sponsor (and its authorized representatives) which are final and binding with respect to all matters pertaining to this Contest.

If you are under the legal age of emancipation in the country in which you live, you must have permission from a parent or legal guardian to accept the prize.

**LIMITATIONS OF LIABILITY:** In no event will the Sponsor be responsible or liable for any indirect, incidental, consequential or punitive damages arising out of this Contest, participation in the Contest and/or prize related activities, the use or misuse of a prize or any element thereof. PRIZES ARE AWARDED "AS IS ”WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**INDEMNIFICATION & RELEASE**: To the maximum extent permitted by law, entrants and winner(s) agree to release, indemnify, defend and hold harmless Sponsor , its parents, affiliates, subsidiaries and divisions, and their respective entities, and each of their predecessors, divisions, directors, owners, officers, employees, members, managers, shareholders, successors, assigns, contractors, agents, insurers, guarantors, and representatives (“Released Parties”) from and against any and all threatened or actual claims, debts, demands, actions, causes of action, suits, proceedings, judgments, settlements (whether or not litigation is commenced), obligations, damages (including without limitation wrongful death, bodily or personal injury and disability), losses, accounts, reckonings, executions, liabilities, costs and expenses (including reasonable attorney’s fees), property damages and any other losses, penalties or fines whatsoever of any kind or nature, whether at law or in equity, known or unknown, asserted or un-asserted, that entrant ever had, now have, or that may arise in the future (“Disputes”) asserted in, arising out of or based upon the entry (in whole or in part), participation (or inability to participate) in the Contest, in the Event or any element thereof, any Contest and/or Prize-related activity , the delivery, acceptance, use, mis-use of a Prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Contest Entities, and/or any other party or entity. By entering and/or accepting a prize, entrants and winners covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Contest Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision adjudged to be invalid shall be struck from the Rules and the remainder shall continue in full force and effect.

In no event will the Released Parties be responsible or liable for any indirect, incidental, consequential or punitive damages arising directly or indirectly out of this Contest, participation in Contest and/or prize related activities, the use of the entry in whole or in part, the use or misuse of a prize or any element thereof.

**GENERAL CONDITIONS:** Should any portion of the Contest be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes (similar or dissimilar) which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest or any element thereof and determine participants and/or winner(s) from eligible entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction to, or unauthorized use of the Website beyond its control. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, brochures, Contest materials, announcements and/or any other information or communications in any and all media relating to this Contest or any element thereof, these Official Rules shall govern.

Participation via any other method than stated herein will not be accepted. Entrants may not (whether apparent or suspected) enter with multiple or false identities, accounts, or devices, or use fraud or any other device or artifice to enter or participate. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, harassment, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Sponsor’s sole and absolute discretion, will void all such entries and disqualify any entrant suspected of using/benefitting from such methods.

**PUBLICITY RELEASE**:By accepting a prize, entrants and winner(s) hereby irrevocably consent, where lawful, to the use (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, company name, Contest entry information, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by winner regarding the Contest or Sponsor (provided they are true) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification or approval.

**DISPUTES:** Sponsor’s decisions are final and binding in all matters and disputes relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. For greater certainty, such matters and disputes are to be resolved in Sponsor’s sole discretion. To the fullest extent permitted by law, the parties waive all rights to jury trial in any action or proceeding instituted in connection with this Contest and/or these Official Rules. For any controversy or claim arising out of or relating to the Contest and/or these Official Rules, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Westchester in the State of New York. The parties agree not to raise the defense of *forum non conveniens*. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS.

**PRIVACY:** Entrants agree that personal data captured during the registration may be processed, stored, and otherwise used for the purposes and within the context of the Contest and as permitted by and in accordance with the Sponsor’s Privacy Policy found at <http://www.ibm.com/privacy/us/en/> This data will be collected and maintained within the United States. Entrants also understand this data may be used by Sponsor to verify an entrant’s identity and eligibility to receive a prize. Entrants have the right to access, review, rectify or cancel any personal data held by Sponsor in connection with the Contest by writing to Sponsor at <http://www.ibm.com/scripts/contact/contact/us/en/privacy/>.

**SPONSOR**: International Business Machines Corporation, New Orchard Road, Armonk, New York 10504.