

Infy Maker Awards Contest

Official Contest Rules

1. ELIGIBILITY: The Infy Maker Awards Contest (“Contest”) is open only to legal residents of the 50 United States and the District of Columbia, who have reached the age of majority in their state of residence at the time of entry (18 years of age or older, except residents of AL and NE must be 19 years of age or older). 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. 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 12:00:00 a.m. (midnight) Pacific Time (“PT”) on October 2, 2016 and ends at 11:59:59 p.m. PT on February 28, 2017 (“Entry Period”).

4. ASSIGNMENT: Create a video (recommended length is no longer than 90 seconds) showcasing something you made (that is not already in commercial production) using your innovative thinking and making to solve important problems in one of the following areas of focus, or “tracks”: education, health, environmental sustainability, or combating hunger. The project must be a fully functioning prototype, not just a concept, idea or mock up; however, the project cannot be for sale commercially.

5. HOW TO ENTER: You may enter as an individual or as a team. If entering as a team, the team must select one (1) representative to serve as the team’s representative and point of contact. The individual submitting the entry, whether on behalf of him or herself or on behalf of a team, is referred to as the “Entrant.” Teams may consist of 2-7 people and are defined as individuals who contributed significantly to the development of the project featured in the video. If a team is chosen as a winner, the Entrant will receive one \$10,000 award. Entries which are received in excess of this limit, including team entries that include an individual who entered individually or with another team, may be disqualified. For purposes of clarity, team entries will be treated as indistinguishable from individual entries; in either case, only one person, i.e., the Entrant, will be paid the prize money, if any, and will be fully responsible for all aspects of the Entry. In the event that a winning Entry is awarded to an Entrant on behalf of a team, Sponsor will, unless otherwise requested by Entrant, provide certificates of participation and recognition as a

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“winner” to all team members. Sponsor will have no other contact with team members and will not pay any prize money to team members other than an Entrant.

During the Entry Period, visit www.infymakers.com and follow the instructions below:

- (a) Create an account with your email address and a password. This will allow you to save a partially completed entry form and return to it later.
- (b) Complete the online entry form, including your project’s “track,” the name of your project, your first and last name, address, email address, and phone number. You will also be required to confirm that you agree to these Official Rules by clicking where indicated. If you are submitting an entry on behalf of a team, in addition to providing your contact information as the Entrant, you must also include a team name and include each team member’s first and last name.
- (c) Upload your Video along with a photo that is a good representation of your project (“Photo”). Videos must be in AVI, WMV, MOV, MPG, MP4 or M4V format, 300MB or less. Photo must be in GIF, JPEG, JPG or PNG format, 100MB or less.
- (d) Select any/all project categories.
- (e) Provide a project summary/description of 400 words or less and provide a response to all questions.

The completed entry form, Video, Photo 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, you may not edit the Entry (or any component thereof) or resubmit it with edits unless Sponsor notifies you 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 you submit your Entry, the more likely it is that Sponsor will be able to review your Entry and notify you if it is disqualified, thereby enabling you to resubmit a qualified Entry; if an Entry is submitted close to the closing of the Entry Period, it is unlikely that you will be notified if your 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

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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, you agree that your 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; therefore, be sure that you are comfortable with your Entry before submitting. If you do not want your Entry to be made public, do not enter this Contest. Similarly, if you do not want Sponsor to publicly link your social media profiles, do not provide your social media profile information. 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/Photo. As a condition of entry, you must represent and warrant that your Video/Photo meets the following requirements and conditions of entry:

- (a) Video/Photo 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, Entrants 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; Photos must be in GIF, JPEG, JPG or PNG format, 100MB or less.
- (d) The project featured in the Video/Photo must be a fully functioning prototype, not just a concept, idea or mock up, and the project cannot be for sale commercially. Although the project doesn't necessarily have to be a physical invention, it should at least have tangible components that are fully functioning. There should be some tangible element of your project – and that tangible element should be something made or designed by you – that you are able to demonstrate in the Video.
- (e) Video/Photo 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/Photo must not be obscene or indecent; must not include nudity or

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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/Photo must have been created without violating the laws, regulations, or public policy of any state or country, and the Video/Photo itself must not violate any laws.
- (g) Video/Photo 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/Photo may include commercially available tools, equipment, and technology.
- (h) Video/Photo 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.
- (i) Video/Photo 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.
- (j) Entrant represents that he/she owns or has procured all necessary rights to enter Video/Photo in the Contest, including any elements appearing in a Video, including without limitation music, 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.
- (k) Video/Photo 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.
- (l) The Video/Photo must not include/feature individuals who have not agreed to appear, whether in live video or still photos. By submitting the Video/Photo, Entrant represents and warrants that she/he has obtained the consent of all individuals appearing in the Video/Photo, including parental consents if the Video/Photo includes minors. Sponsor reserves the right to require Entrant to provide evidence sufficient to establish the consent of all individuals appearing in the Video/Photo, and may in its sole discretion disqualify an Entry for failure to provide such evidence.
- (m) Entrant represents that she/he is the individual identified as the Entrant, and, if applicable, that (1) she/he has informed each other team member of the terms and conditions of these Official Rules and (2) each team member has agreed and consented to these Official Rules and authorized Entrant to act on their behalf.

7. GRANT OF RIGHTS TO SPONSOR TO USE ENTRY: By submitting an Entry, Entrant 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 Entrant's Video and/or Photo, 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 Entrant's and each team member's name (including social media accounts, if provided in the Entry), likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Without limitation of the foregoing, Entrant retains all rights in the underlying project/prototype; Sponsor does not claim, and Entrant is not required to grant to Sponsor, any intellectual property rights in the project/prototype that is the subject of the Entry.

Entrant and each team member waives intellectual property rights, privacy/publicity rights and other legal or moral rights that might preclude the Sponsor's use of the Video/Photo, and agrees not to sue or assert any claim against the Sponsor for the use of the Video/Photo or Entrant's Likeness or statements.

In the event Sponsor has reason to believe that Entrant does not have the necessary rights in a Video or Photo, or any elements thereof, Sponsor may, in its sole discretion and at any time, (1) require Entrant to provide sufficient evidence of Entrant's rights in the Video/Photo (or relevant elements thereof), (2) remove the Video or Photo 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 she/he 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) how effectively the Entry addresses a real-world problem and (2) the quality of the Video.

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 email, on or about April 12, 2017, using the information provided with their Entry.

9. FINALIST ROUND: The Finalist Round will consist of a Public Voting element and a celebrity judging element, as follows:

a. Public Voting (up to 10 points): The Entry (Video, Photo and project summary/description) submitted by each Finalist selected by the judges will be posted at www.infymakers.com. Beginning on or around April 12, 2017 through April 30, 2017, any person who has a Facebook account may submit a vote for his/her favorite Entry

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(each, a “Voter” and “Vote”) by clicking the “vote” button under the Entry of his/her choice. **LIMIT ONE (1) VOTE PER VOTER PER DAY DURING THE VOTING PERIOD.** Voters may vote for a different (or same) Entry each day. Vote tally is not final until verified and approved by Sponsor (or its authorized representatives). The Entry with the highest vote tally will receive 10 points; all other Entries will receive a number of points, rounded to the nearest whole number, that reflects the total number of votes received by the Entry divided by the total number of votes received by the top-scoring Entry, times the number ten (10). Entrants may vote on their own Entry and may ask authentic family, friends and personal contacts to vote for their Entry. Apparent or suspected fraud, cheating, phishing, or spamming, or the use of any unauthorized method or automated system to vote or to widely broadcast or disseminate requests to persons who are not authentic family, friends or personal contacts to vote is prohibited, as is posting content to irrelevant or inappropriate sites to obtain Votes, and, if discovered at any time will void the applicable Votes (as applicable) in Sponsor’s sole and absolute discretion. Entries or Votes suspected of being generated by script, macro, bot, commercial contest subscriptions (in any and all media) and related sites, Vote exchange/swapping and similar sites (where any Vote is exchanged/swapped for another in an unrelated promotion, or is purchased), incentives, contests or sweepstakes not sponsored by Sponsor, voting software, entering service sites or any other automated means, and Entries or Votes by any means that subvert the entry and/or voting process or does not conform with these Official Rules, will void the applicable Entries and/or Votes (as applicable) in Sponsor’s sole and absolute discretion. Please Note: Voters must have a valid Facebook account and agree to the Facebook Terms of Service, located at <http://www.facebook.com/terms.php>, and the Facebook Privacy Policy, located at <http://www.facebook.com/policy.php>, in order to be eligible to submit a Vote. Registration on Facebook must be completed before a Vote can be submitted. Facebook membership is free.

b. Celebrity Judging (90 points): A panel of celebrity judges will judge all eligible Finalist Entries based on the below criteria:

- a. Application to a real problem or need (40%)
 - Does the project address a clear need or problem?
 - To what extent could this project have a significant impact on the problem it is aimed at addressing?
 - How well does the project address the needs of the intended user?
 - Does the project have commercial viability/can it be scaled?
- b. Innovative use of technology (30%)
 - If there are similar innovations on the market, how well does the project clearly and meaningfully innovate beyond those existing products or services?
 - How well does the project include innovations in technical design and/or implementation?
 - To what extent is the project technologically viable?
- c. Originality of idea (20%)
 - How well does the project present a new and meaningfully improved way of

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- accomplishing something?
- To what extent is the project presented in a fresh and innovative way?

d. Quality of submission (10%)

- How clear and precise is your entry?
- Is your project's purpose and basic functionality easily understood?
- Does the entry present your project concisely? (Please note that, if a video is longer than 90 seconds, this may have a negative effect on this judging criteria)

The twenty five (25) Entries with the highest combined score (voting plus judging) will be declared the potential Grand Prize winners. In the event of a tie, the tie will be broken based upon the highest score for application to a real world problem or need and continuing thereafter in each criteria as listed until the tie is broken. 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: Twenty five (25) Grand Prizes (provided a sufficient number of eligible entries are received): a check in the amount of \$10,000 payable to the winning Entrant. Check must be deposited within 90 days of the date printed on the check. For team entries, Sponsor is not responsible for any dispute regarding prize dispersal among the team members. Entrant shall be solely responsible for distributing any portion of the prize amount, if any, to other team members. No transfer of prize allowed.

11. WINNER NOTIFICATION: Potential winners will be notified via phone, mail or e-mail on or about May 25, 2017, using the information provided with their Entry. Potential winners will be required to complete, sign and return appropriate documentation, which may include the following: an Affidavit of Eligibility, a W-9, a Liability Release and a Publicity Release. 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. All federal, state and local laws and regulations apply to participation in this Contest. Taxes on prize are solely the responsibility of winner. Winners will be issued an IRS Form 1099 for the value of the prize and are advised to seek independent counsel regarding the tax implications of his/her respective prize winnings. **The award will be paid, and the IRS 1099 Form will be directed, to the individual who is identified as the Entrant and will not be divided among multiple individuals. It is the responsibility of the Entrant to (1) ensure that the award amount is distributed among all winning team members, as applicable, and (2) pay all applicable taxes.** Sponsor makes no representations, or accepts any responsibility, regarding any division or distribution of payments among individual team members. Entrant will defend and hold harmless

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Sponsor from any disputes relating to distribution of the prize amount, or payment of taxes owed on the prize amount.

EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED, AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR RESERVES THE RIGHT TO VERIFY THAT THE PROJECT SUBMITTED IS A FULLY FUNCTIONING PROTOTYPE, NOT JUST A CONCEPT, IDEA OR MOCK UP.

12. GENERAL/LIMITATIONS OF LIABILITY: By entering in this Contest, and by accepting a prize, Entrants 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 further agrees 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 waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Any use of robotic, repetitive, automatic, programmed or like entry methods or agents (including, but not limited to, contest entry services) will void all entries by that Nominator. 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 engaging in any of the foregoing activities may be disqualified and his/her 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

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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 agrees 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 (first name, last initial, city and State) will be posted at www.infymakers.com through August 31, 2017, after all winners have been determined and verified.

16. SPONSOR: Infosys Foundation USA, 4009 Miranda Avenue, Suite 100, Palo Alto, CA 94304