

## 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, Gage Marketing Group, LLC, (“Administrator”) 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 p.m. (noon) Central Time (“CT”) on March 1, 2016 and ends at 11:59:59 p.m. CT on April 25, 2016 (“Entry Period”).
4. **ASSIGNMENT:** Are you a “Maker”? Create a video (recommended length is no longer than 90 seconds) showcasing something you made (that is not already in commercial production) using innovative thinking and technology that will genuinely improve the lives of individuals, communities and/or the world (a “Video”). The project must be a fully functioning prototype, not just a concept, idea or mock up; however, 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 (“Team Representative”). Teams may consist of 2-7 people. All members of the team must meet eligibility requirements. There is a limit of one (1) entry per person/team. If you enter as an individual you may not also enter with a team. 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.

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

- (a) Complete the online entry form, including 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 Team Representative, you must also include a team name and include each team member’s first and last name.
- (b) 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, 50MB or less. Photo must be in .gif, .jpeg, .jpg or .png format, 10MB or less.
- (c) Select any/all project categories.
- (d) 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, and Sponsor will advise Entrant/Team Representative of the disqualification within ten (10) business days (excluding weekends and holidays) of the submission of an Entry. Entries will be reviewed for eligibility on a rolling basis, in the order received. 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/Team

Representatives are solely responsible for the timing and qualification of their Entry. If an Entry is submitted fewer than ten (10) business days prior to the closing of the Entry Period, you may not 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 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 and Administrator 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/ADMINISTRATORS AND DOES NOT REFLECT THE VIEWS OF SPONSOR/ADMINISTRATOR 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, 50MB or less; Photos must be in .gif, .jpeg, .jpg or .png format, 10MB 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.
  - (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 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 legally created and must not violate the laws, regulations, or public policy of any state.
  - (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 promote 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 other than the Entrant/team, whether in live video or still photos.
- (m) Entrant represents that she/he is the individual identified as the entrant. Team Representative represents that (1) she/he is the individual identified as the Team Representative, (2) she/he has informed each other team member of the terms and conditions of these Official Rules, and (3) each team member has agreed and consented to these Official Rules and authorized Team Representative 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.

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.

## 8. INITIAL JUDGING: A qualified panel of judges will judge all eligible Entries based on the following criteria:

- a. Application to a real problem or need (35 points)
  - Does your project have a clear target market or audience?
  - Does your project address a clear need, problem, or opportunity?
  - Does your project have commercial viability?
- b. Innovative use of technology (30 points)
  - If there are similar products or services on the market, does your project clearly and meaningfully innovate beyond those existing products or services?
  - Does your project include innovations in technical design and/or implementation?
  - Is your project technologically viable?
  - Is your project a fully functioning prototype, not just a concept, idea or mock up?
- c. Originality of idea (15 points)
  - Does your project present a new and meaningfully improved way of accomplishing something?
  - Is your project unique and not a derivative of other ideas?
  - Is your project presented in a fresh and innovative way?
- d. Quality of submission (10 points)
  - How clear and precise is your Entry?
  - Does the Entry present your project concisely and efficiently? (Please note that, if a Video is longer than 90 seconds, this may have a negative effect on this judging criteria)
  - Is your project's purpose and basic functionality easily understood?
  - Does your project express a positive tone or personality?

The highest scoring Entries (between fifteen [15] and one hundred fifty [150] Entries) will advance to the Finalist Round (the "Finalists"). In the event of a tie, the tie will be broken based upon the highest score for application to a real problem or need, or, if the tied Entries have identical scores in the first category, 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.

Finalists (entrant or Team Representative) will be notified via email, on or about May 12, 2016, 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](http://www.infymakers.com). Beginning on or about 12:00:00 p.m. CT on May 12, 2016 through 11:59:59 a.m. CT on May 31, 2016, any person who has a Facebook account may submit a vote for his/her favorite Entry (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 same criteria specified above.

The ten (10) Finalist 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: Ten (10) Grand Prizes (provided a sufficient number of entries are received):** a check in the amount of \$10,000 payable to winner or if a team entry, the Team Representative. Check must be deposited within 90 days of the date printed on the check. For team entries, Sponsor and Administrator are not responsible for any dispute regarding prize dispersal among the team members. No transfer of prize allowed.
11. **WINNER NOTIFICATION:** Potential winners will be notified via phone, mail or e-mail on or about June 7, 2016, using the information provided with their Entry. Potential winners will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and where lawful, a Publicity Release 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 or Team Representative and will not be divided among multiple individuals. It is the responsibility of the Entrant/Team Representative to (1) ensure that the award amount is distributed among all winning team members, as applicable and (2) pay all applicable**

**taxes.** Neither Sponsor nor Administrator makes any representations, or accepts any responsibility, regarding any division or distribution of payments among individual team members. Entrant/Team Representative will defend and hold harmless Sponsor and Administrator 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. Entrants 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 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](http://www.infymakers.com) through August 31, 2016, after all winners have been determined and verified.
- 16. SPONSOR:** Infosys Foundation USA, 4009 Miranda Ave., Suite 100, Palo Alto, CA 94304  
**ADMINISTRATOR:** Gage Marketing Group, LLC, 10000 Highway 55, Minneapolis, MN 55441