

**Infy Maker Student Awards Contest  
Official Contest Rules**

1. **ELIGIBILITY:** The Infy Maker Student Awards Contest (“Contest”) is open only to legal residents of the 50 United States and the District of Columbia, who are at least nine (9) years of age and have not reached the age of majority in their state of residence as of April 25, 2016 (18 years of age or older, except residents of AL and NE must be younger than 19 years of age). The Adult Registrant must also be a legal resident of the 50 United States or the District of Columbia and 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, Adult Registrants and Entrants fully and unconditionally agree to and accept 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 (the “Video”) (recommended length is no longer than 90 seconds) showcasing something (1) made by the individual student Entrant/Team members (“Entrant”/“Team”) (2) that is not already in commercial production and (3) that was developed using innovative thinking and technology that will genuinely improve the lives of individuals, communities and/or the world. The project must be a fully functioning prototype, not just a concept, idea or mock up; however, as noted above, the project cannot already be for sale commercially.
5. **HOW TO ENTER:** A parent or legal guardian, or other responsible adult authorized by a parent or guardian (such as a teacher) (each an Adult “Registrant”), must enter on behalf of the Entrant or Team entering this contest. However, the Video, Photo (both defined below), and featured project must all be the original creation of the Entrant and/or Team. They should not feature work of the Registrant. Registrant may enter on behalf of an Entrant or a Team. Teams may consist of 2-7 people. All members of the Team must meet all eligibility requirements, including age requirements and parental consent requirements. There is a limit of one (1) entry per Entrant/Team. A Registrant may enter on behalf of only one Entrant or one Team, and no Entrant may be entered again as a member of a Team. Entries which are received in excess of this limit, including Team entries that include an individual who has been entered individually or with another Team, may be disqualified. Registrants should read the entire Rules and FAQs carefully, and in particular should note that, as set forth in Section 11 of these Rules, Registrants are responsible for ensuring payment of applicable taxes and for distributing individual award amounts to the Entrant or Team on whose behalf the Entry was submitted.

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 the project, Registrant’s first and last name, address, email address, and phone number, as well as the first and last name of the Entrant or, if submitting an entry on behalf of a Team, the first and last name of each Team member. Registrant will also be required to confirm that they agree to the full Official Rules by clicking where indicated.
- (b) Upload the Video along with a photo that is a good representation of the project (“Photo”). Video 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.

(e) Provide a [parental consent form](#) for each individual student Entrant/Team member.

(f) Upload a [Maker Space Award nomination form](#) to nominate an eligible non-profit organization to be the recipient of a Maker Space Award (optional; see [Maker Space Award Rules](#)).

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 Registrant of the disqualification within ten (10) business days (excluding weekends and holidays) of the submission of an Entry. Entry will be reviewed for eligibility on a rolling basis, in the order received. Once an Entry is submitted, Registrant may not edit the Entry (or any component thereof) or resubmit it with edits unless Sponsor notifies Registrant that the Entry has been disqualified for failure to follow all of the rules set forth herein. 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; Registrant is solely responsible for the timing and qualification of the Entry. If an Entry is submitted fewer than ten (10) business days prior to the closing of the Entry Period, Registrant may not be notified if the Entry has been disqualified in time to resubmit an Entry.

No correspondence regarding Entries will be entered into with Registrants, 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 the Entry is not disqualified.**

**IMPORTANT:** By entering the Contest, Registrant agrees that the 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, Registrant should be sure that the Entrant/Team (and their parents) are comfortable with the Entry before submitting. If Registrant or Entrant/Team do not want the Entry to be made public, they should not enter this Contest. Similarly, if Entrant/Team does not want Sponsor to publicly link their social media profiles, Registrant should not provide the Entrant/Team's 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 the Entry. As a condition of entry, Registrant must represent and warrant that the Video/Photo meets the following requirements and conditions of entry:

- (a) Video/Photo must be an 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.
- (b) Video must be in English.
- (c) Video 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.
- (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) Registrant represents that he/she 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/Team, or be in the public domain.
- (k) Video/Photo must not promote any company or brand, including through the prominent display of a company'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) Registrant represents that (1) she/he is the individual identified as the Registrant, (2) she/he has the right to enter on behalf of the Entrant/Team, (3) she/he has informed the parents of each Entrant/Team member of these Official Rules, and (4) she/he has obtained valid, signed parental consent forms, and uploaded the same, for each Entrant/Team, agreeing to these Official Rules.

## 7. GRANT OF RIGHTS TO SPONSOR TO USE ENTRY

By submitting an Entry, Registrant 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 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 Registrant's and each Entrant or 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 Registrant's or any Entrant/Team member's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Registrant or any other party.

Registrant waives, and represents and warrants the waiver of each Entrant and/or Team member of, all 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/Team'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 (30 points)
  - Does the project have a clear target market or audience?
  - Does the project address a clear need, problem, or opportunity?
- b. Innovative use of technology (30 points)
  - If there are similar products or services on the market, does the project clearly and meaningfully innovate beyond those existing products or services?
  - Does the project include innovations in technical design and/or implementation?
  - Is the project technologically viable?
  - Is the project a fully functioning prototype, not just a concept, idea or mock up?
- c. Originality of idea (10 points)
  - Does the project present a new and meaningfully improved way of accomplishing something?
  - Is the project unique and not a derivative of other ideas?
  - Is the project presented in a fresh and innovative way?
- d. Quality of submission (20 points)
  - How clear and precise is the Entry?
  - Does the Video present the project concisely and efficiently? (Please note that, if a Video is longer than 90 seconds, this may have a negative effect on this judging criterion)
  - Is the project's purpose and basic functionality easily understood?
  - Does the project express a positive tone or personality?

The highest scoring Entries (between thirty [30] and one hundred fifty [150] Entries) (provided a sufficient number of eligible Entries are received) 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 will be notified via email, on or about May 12, 2016, using the Registrant's information provided with the Entry. Finalists will also be asked to nominate an eligible non-profit organization for a Maker Space Award (described in more detail [here](#)) to be awarded to that organization in the event that the finalist is a Grand Prize winner.

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). Registrants (and Entrants/Team members) 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 twenty-five (25) 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: Twenty-Five (25) Grand Prizes (provided a sufficient number of entries are received):** a check in the amount of \$1,000 payable to Registrant, which is intended for distribution to the Entrant or individual members of the Team. Check must be deposited within 90 days of the date printed on the check. Sponsor and Administrator are not responsible for any dispute regarding prize dispersal to Entrants and/or 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 Registrant's information provided with the Entry. Potential winners will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and where lawful, a Publicity Release – all executed by

the parents/legal guardians of the Entrant or Team members – 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 issued in the name of the individual who is identified as the Registrant and will not be divided among multiple individuals. It is the responsibility of the Registrant to (1) ensure that the award amount is distributed to the Entrant or 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 Entrants and/or Team members. Registrant 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/TEAM IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S/EACH TEAM MEMBER'S ELIGIBILITY HAS BEEN VERIFIED, AND REGISTRANT 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, Registrant 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/Team's participation in the Contest or receipt, use or misuse of any prize. Registrant 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. Registrant waives 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/Teams 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 Registrant 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, Registrant acknowledges and agrees that all information and material, including any personal information provided in the 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:** Registrant 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 Registrant or Entrant/Team 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