



## Student Blockchain Challenge

### Term and Conditions

#### V1.0 September 23, 2018

By participating or attempting to participate in the Blockchain Challenge (the “Challenge”), you are agreeing to these terms and conditions (“Terms and Conditions”). These Terms and Conditions are a legally binding agreement between you and TrueUp Co. (“TrueUp”, “we”, “our” or “us”).

We shall have the right to modify these Terms and Conditions at any time in which modification shall be effective immediately upon posting. Individual participants and teams agree to the Terms and Conditions based on the version number and as of the date listed above.

#### *Eligibility and Requirements*

- The Challenge is open to those who are interested in blockchain technology and the future development of the technology.
- Participants in the Challenge must be 18 years of age or older
- The Challenge is open to college students who are currently:
  - o at a junior, senior, or graduate-level
  - o studying at a university based in the United States of America (“U.S.”)
  - o majoring in either accounting, finance, management, information systems or data science
- Students participate in teams of 3 and will be matched with one professional who will act as a mentor or guide in accordance with direct communications from us as to their role and responsibilities with their assigned student team
- We have full discretion over the pairing of professionals who act as mentors to the student teams
- We reserve the right in our sole discretion to assess your eligibility and compliance with these Terms and Conditions and to disqualify a participant and/or team in the event of a failure to meet relevant eligibility criteria or any other violation or suspected violation of these Terms and Conditions.

#### *Participation Rules*

- Registering for the Challenge is free of charge; no purchase is necessary to participate or be eligible to win prizes, provided you meet the eligibility requirements above.
- Only qualified students that meet the eligibility requirements above are eligible for prizes and awarding
- The Challenge is open to existing teams of three and to individuals who will then be able to form teams with our help.
- Teams and individuals intending to participate must complete the online registration form at <https://www.trueupnow.com/blockchain> before 11:59pm Pacific Daylight Time (“PDT”) on September 15, 2018 (“Registration Deadline”).
- Registration is limited and is on a first come, first serve basis and we have the right to end registration at any time in our discretion.
- If information provided during online registration is found to be incomplete and/or inaccurate, even if related to one team member, the entire team concerned may be excluded from the Challenge at our discretion.

- We will match individuals and teams with less than three members with additional student registrants after the Registration Deadline. We will assign individuals to teams to complete a team of 3 to the best of our ability. However, we cannot guarantee preferences due to nature of participation being open across the United States. The team members of each team may not be changed once assigned.
- All participants in the Challenge hereby acknowledge that participation to the Challenge is free of charge and that participation does not entail any right to compensation of any kind or to reimbursement of any expenses incurred.
- We may use certain third-party service providers to support portions of the Challenge. By using those third-party service providers, you agree that you are responsible for reviewing the applicable terms and privacy policies of those third-party service providers and we are not responsible for your interaction with those third-party service providers.

#### *Intellectual property rights, guarantees, and release of responsibility*

By participating in the Challenge and accepting these Terms and Conditions, each participant hereby:

- Declares that all submissions are performed by the team members in the team, and no other person other than the mentor assigned by us, and in accordance with direct communications by us of the role of the mentor, advised the team in its submission and no collaboration between teams;
- Declares that all submissions in the phase labeled as Block 3 that occurs between September 30, 2018 and October 6, 2018 is an original work and in no way violates, in whole or in part, the intellectual or industrial property rights of others and release us from any and all responsibility, liability, or request for compensation for damages that should be made by any third party to the maximum extent permitted under applicable law;
- Acknowledge that any publication by us that includes your submission details assumes that on any form of media will result in the submission being visible to the public and that we assume no responsibility for any use of any submissions to us. Each participant hereby waives any right to demand compensation for damage from us for any reason to the maximum extent permitted under applicable law.
- Teams will retain ownership of their entry
- Each team grants us and sponsors a non-exclusive, royalty free license to use the information contained in the entry for all purposes necessary to manage the event and to advertise and promote the event.
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#### *Judging and Prizes Awarded*

- We reserve the right to choose the winners at our sole discretion, though we intend to abide by any criteria established to participants in publications made available online or to the public.
- Although not anticipated, competition rules and prizes may be changed or altered at any time. All judging decisions are final.
- We reserve the right to substitute or modify the judging panel at any time and for any reason.
- The decision of the judges shall be final and non-appealable, and no correspondence will be entered into.
- The judges will be under no obligation to provide any reasons for their decision.

#### *Disqualifications*

- We reserve the right to disqualify any participant or team if they believe the participant or team has breached any of these terms or provided false or misleading information in their registration, or if the participant or team displays any behavior which we deem inappropriate.
- In the event that any participant or team is disqualified from the event, we may withdraw any award or prize awarded to that team and publicize that withdrawal.
- We, in our sole discretion, may decide whether a replacement team should be selected. In this event, any further participant or team will be selected on the same criteria as the original participant or team and will be subject to these terms.

The Challenge is dedicated to providing a harassment-free experience for everyone, regardless of the following:

- gender
- gender identity and expression
- age
- sexual orientation
- disability
- physical appearance
- body size
- race
- ethnicity
- nationality
- religion

If any behavior by participants, including students, professionals who act as mentors, sponsors, and judges is suspicious and appears inappropriate, we have the right to remove the participant from the Challenge.

If you have further questions regarding the Terms and Conditions of the Challenge, please contact us directly at [blockchain@trueup.co](mailto:blockchain@trueup.co)

**TrueUp Corporation**

**Los Angeles, CA**

**TRUEUP™**