

# HACKtheMACHINE Terms & Conditions

Last Updated: 05 February 2021

**Overview:** On November 16<sup>th</sup> through November 19<sup>th</sup>, 2021, the U.S. Navy will execute a public event called HACKtheMACHINE. The objective of HACKtheMACHINE is to gain insight for post-event prototypes that support the advancement of Navy capabilities. HACKtheMACHINE is a Title 10 technology competition as defined in 10 U.S. Code 2374a. The competition includes three competitive tracks with prize money.

**Definitions:** Unless specifically used in a different context, the following terms for these conditions shall be interpreted as follows:

- Participant – Attendees that register and take part in the event
- Sponsor – Navy organizations that fund the challenges
- Producer – Industry vendors that focus on track creation, content and development, planning, event logistics, rapid prototyping, and marketing material. The language used for HACKtheMACHINE producers is “Powered by [insert industry name].”
- Community Partner – Industries that have pre-existing contractual relationships relevant to a particular technology focus in a Track
- Track – A collection of challenges grouped by topic area in which eligible participants can earn points to identify top finishers in the track

**How to Enter:** The event registration will open no earlier than sixty (60) days before the event and end at midnight on November 17<sup>th</sup>. You may only register one (1) time to participate in HACKtheMACHINE. Registrations will be accepted in the order in which they are submitted based on suitability until event capacity has been reached.

When you register, you will be asked to provide full name and email address. This data will be used to provide you information related to the execution of HACKtheMACHINE and updates on future HACKtheMACHINE events. This data will not be used or sold to any third-party marketing organization and will not be used or stored by the federal government in any database or information system other than what is minimally required to provide the best possible communications platform about the execution of HACKtheMACHINE. All information to complete registration must be provided in English.

In addition to the contact information required to register for HACKtheMACHINE, you will be asked to provide information about your occupation and any relationship between your occupation and the U.S. Government. This information will be used to determine your eligibility for any available prizes and to help the U.S. Navy understand the diverse skillsets required to creatively address emerging digital challenges.

**Eligibility:** HACKtheMACHINE is open to all individuals, nationalities, ages, academic institutions, and business entities, subject to the conditions and exclusions below:

- Affiliations and sponsors must be disclosed on the Event registration.
- Individual teams will be wholly separate entities that do not share members with other teams. Individuals cannot be members of multiple teams. Teams may not collaborate or share their technical approaches and solutions with other teams. Teams who do not comply with these guidelines will be subject to disqualification.
- U.S. Military servicemembers or Government Civilian employees are eligible to participate. Military servicemembers and U.S. Government employees participating in their official capacity will not be eligible for monetary prizes.
- Minors may participate if their legal guardian signs a release form and their online interaction is chaperoned by an individual above the age of 18.

- Entrants will be cross checked with the U.S. Treasury Office of Foreign Assets Control - Sanctions Programs <https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/consolidated.aspx>. Participants (residents or entities) who are designated by the United States Treasury's Office of Foreign Assets Control are not eligible to participate.

The following individuals and organizations are not eligible to participate in HACKtheMACHINE events:

- Individuals, organizations or sponsors that are named in the Specially Designated Nationals list of the U.S. Department of Treasury.
- Participants who are listed, or become listed, on the Excluded Parties List found on [www.sam.gov](http://www.sam.gov) or have any active exclusions may not be eligible to receive any cash prize in the Challenge.
- Applicants should follow their parent organization's rules and regulations regarding outside activities.

**Team Event:** HACKtheMACHINE is a team-based event and a maximum of ten (10) eligible individuals will be permitted per team. HACKtheMACHINE encourages individual participants to form diverse teams based on new connections with other competitors they meet during challenge introduction and team-building events prior to the start of the competitive phase. While participants are welcome to establish teams in advance of the competition, historically, the most successful teams have been formed from new relationships with diverse participants spanning defense, technical, and creative fields. The deadline for submitting final team composition will be identified on the master schedule. Once teams are finalized, participants will not be allowed to switch teams or add or remove team members.

**Registration Exclusion:** The HACKtheMACHINE sponsors and producers reserve the right to remove the registrant's entry if required data is incomplete or there is reasonable belief that the data is fraudulent.

**Participant Requirements:** HACKtheMACHINE tracks will include only online components. Participants are required to provide their own access to the Internet.

**Follow-on Acquisition:** At the Government sponsor's discretion, the Government may award a FAR-based contract, Other Transaction Authority (OTA) award (under 10 U.S. Code, Section 2371 or 2371b) or award of a procurement contract for experimental purposes (10 U. S. Code, Section 2373) or a combination of these authorities, to participants in this competition. In the case of an award under 10 U. S. Code, Section 2371b, a successful prototype project may result in the further award of a follow-on production agreement or contract without additional competition. In the case of an award under any of the authorities mentioned, significant quantities may be needed for field testing.

**Media Release:** By agreeing to these terms and conditions and participating in HACKtheMACHINE you agree that, without compensation, the U.S. Navy or its designees may photograph, record, and otherwise use your likeness, image, voice, or appearance, whether in whole or in part, blurred, altered, or distorted, in photographic, audio, video, electronic, digital, or other formats, without limitation, including for internal and external advertising, promotional, marketing, and training purposes and without any right by you to inspect, approve, or disapprove the foregoing. Participants are prohibited from retaining any materials provided to participants by HACKtheMACHINE or otherwise as part of HACKtheMACHINE, including, without limitation, any and all data, data sets, information, or other materials, and participants are prohibited from using such materials other than for the purposes of participating in HACKtheMACHINE. Nothing in these Rules shall be interpreted as granting you permission to use or display the U.S. Navy name, logos, or trademarks for any purposes.

**Allowed Technologies:** Any technology may be used to compete in a HACKtheMACHINE track. However, all technology must be demonstrated to the satisfaction of the track judges to determine it is a repeatable solution and must demonstrate how the technology achieves each element of the scoring rubric. Any decision to withhold a demonstration of a private technology for a particular element of the scoring rubric may result in a lower point value being assigned for that element of the rubric and this may in turn impact overall standing in the prize competition. The U.S. Navy reserves the right to assess participants' eligibility and compliance with these Rules at any point during HACKtheMACHINE. If the U.S. Navy or its designee requires any assistance in order to assess your compliance, you must promptly provide that assistance. If you

do not provide the requested assistance in a timely manner, or if the U.S. Navy or its designee has reason to believe that you are not complying with the Rules, you may be disqualified, in the U.S. Navy's sole discretion. Any proprietary information received by U.S. Navy or its designees will only be used for the purposes of evaluating contestants and will not be further disclosed.

**How Your Entry May be Used:** By submitting an entry to HACKtheMACHINE, you hereby grant permission to the U.S. Navy and the judges of this competition to view your entire submission, all results produced by your submission, and the manner, in its entirety, in which you arrived at your solution, including all technology, tools, item, devices, data, computer software, data bases, computer software documentation, processes, algorithms, flow charts, etc., that were used in producing your solution so that a complete understanding of your submission and the manner in which it was produced is obtained by the judges. Any information viewed by the judges will be used by the U.S. Navy and the judges only for the purposes of this competition. By submitting an entry to HACKtheMACHINE, you also hereby grant to the U.S. Navy your permission to use the results of your entry for promotional purposes (including, but not limited to, in advertisements, press releases, presentations, and trade shows) in all media, now known or later developed. Please note that the U.S. Navy, other entrants, or individuals may have developed materials similar or identical to your entry or may be developing something similar in the future. By entering HACKtheMACHINE, you waive any claims you may have resulting from any similarities to your entry and agree that the U.S. Navy is not responsible for any unauthorized use of your entry by third parties (i.e., parties that are not associated with the running of HACKtheMACHINE) who may access or view your materials. The U.S. Navy will make reasonable attempts to return any materials submitted as part of a prize challenge. By participating in this Challenge, each individual (whether participating singly or in a group) warrants and assures the Government that any resources, tools, technology, data, etc. used for the purpose of submitting an entry for this Challenge were obtained legally.

If you do not want to grant us these rights to your Entry, please do not enter this event.

**Participation by Government Support Contractors and Community Partners:** Government support contractors and Community Partners will assist in the review of any data provided by participants. A non-disclosure agreement (NDA) has been signed by the support contractors and Community Partners with the Government that precludes them from disclosing any proprietary data outside of the Government. If participants desire a separate NDA with the Government support contractors, participants should submit an NDA form, along with instructions, with their initial application.

**Liability Release:** By registering for and participating in HACKtheMACHINE, you agree to release, defend, and hold harmless the U.S. Navy, Fathom5, and the event organizers, its employees, officers, directors, shareholders, subsidiaries, parents, affiliates, and agents, and any and all Internet service and access providers ("Released Parties") from and against any claim, damages, or cause of action arising out of your participation in HACKtheMACHINE, including, but not limited to (a) your registration for and participation in HACKtheMACHINE was in violation of the Rules, (b) your receipt or use of the prizes to be awarded in connection with HACKtheMACHINE (c) any injury or harm resulting from any travel to HACKtheMACHINE, (d) technical errors that may impair your ability to participate in HACKtheMACHINE; (e) your entry infringes any patent, copyright, trademark, or any other intellectual property right; (f) disputes between team members; (g) claims relating to damage to persons or property relating in any way to your participation in HACKtheMACHINE. The Released Parties shall not have any liability for any incorrect or inaccurate registration information; technical malfunctions, failures, interruptions, or defects of any telephone network, computer online systems, computer equipment, service or server providers, or software, including any injury or damage to a registrant's, participant's, or any other person's computer or any data contained on or accessed via such computer relating to or resulting from registration for or participation in HACKtheMACHINE; inability to access the Internet; unauthorized access to, or alteration of registration information; or registrations that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction, traffic congestion on the Internet or at any website, or otherwise. All registrations, including all information provided in connection with a registration, become the property of the U.S. Navy and will not be returned.

You understand that HACKtheMACHINE, the Rules, the event timeline, and judging criteria may be modified at any time by the HACKtheMACHINE sponsors or producer's sole discretion without posting updated rules or clarification; however, where such a modification would negatively affect HACKtheMACHINE participants

broadly we will endeavor to give you notice of the change via e-mail. Because we will endeavor to provide important notices to you via the e-mail address you have provided at registration, it is important that you regularly check that e-mail address.

**Severability:** The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein. The U.S. Navy's or its designee's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

**Resolution of Disputes:** The U.S. Navy is the final decision authority for all matters concerning HACKtheMACHINE. The U.S. Navy reserves the right, in its sole discretion, to (a) cancel, suspend, or modify the contest without notice, and/or (b) not award any prizes if no entries are deemed worthy. Decisions by the U.S. Navy are final and binding in all matters related to the contest.

**Law:** This prize contest is authorized under 10 U.S.C. § 2374a, which authorizes the Secretary of Defense to award prizes in recognition of outstanding achievements in basic, advanced, and applied research, technology development, and prototype development that have the potential for application to the performance of military missions of the Department of Defense.

All contests are subject to all applicable federal laws and regulations. Participation constitutes each Participant's full and unconditional agreement to these official rules and administrative decisions, which are final and binding in all matters related to the contest. Eligibility for a prize award is contingent upon fulfilling all requirements set forth herein. This notice is not an obligation of funds; the final award of prizes is contingent upon the availability of appropriations.

Participation is subject to all U.S. federal, state, and local laws and regulations. Participants are responsible for checking applicable laws and regulations in their jurisdiction(s) before participating in the prize contest to ensure that their participation is legal. The U.S. Navy, shall not, by virtue of conducting this prize contest, be responsible for compliance by Participants in the prize contest with Federal Law including licensing, export control, and nonproliferation laws, and related regulations. Individuals entering on behalf of or representing a company, institution, or other legal entity are responsible for confirming that their entry does not violate any policies of that company, institution, or legal entity.

**Section Headings:** The headings of the sections are inserted for reference only and are not intended to be part of nor affect the meaning or interpretation of these Rules.

**Copy of Rules:** These official rules are also available by emailing [hackthemachine@fathom5.co](mailto:hackthemachine@fathom5.co)