



RULES FOR PARTICIPATION

The Water Environment Federation (“WEF”) and the Water Research Foundation (“WRF”), jointly known as the “Hosts,” are pleased to host the 2018 LIFT INTELLIGENT WATER SYSTEMS CHALLENGE (“Challenge”). The Challenge is governed by the rules for participation agreed to by the participant (“Agreement”). By entering the Challenge, the participants (“Participant”) agree to abide by this Agreement as a binding legal agreement between Participant and Hosts with respect to the Challenge.

ELIGIBILITY

Participants must be at least 18 years of age to participate. To be eligible to participate in the Challenge, you must create or join a competing team that is registered with Hosts. Teams may consist of up to 6 (“six”) participant team members.

OPEN SOURCE AND OTHER TOOLS

Participants are allowed to use all available open source tools. Participants also may, but are not required, to use their own proprietary tools, and software to develop creative and efficient products and solutions. If Participants choose to use privately owned intellectual property, including but not limited to the propriety assets of a company the Participant is employed by or is representing in this Challenge, the Participant is solely responsible for obtaining the legal right to use the proprietary intellectual property in this Challenge. Such rights must indicate that the Participant and Team have permission to use such proprietary resources and that such use does not infringe on the intellectual property or proprietary rights of any third party, including, without limitation, any third party, patents, copyrights, or trademarks.

Teams using proprietary tools and assets may want to put in place, a Non-Disclosure Agreement (“NDA”), particularly in the event that the team is comprised of Participants from more than one company. The Hosts can provide a sample NDA (see attached), but recommend that the any forms used be reviewed by the legal counsel of the companies in question.

All trademark and other licenses, NDAs and any other agreements by and among the Team Participants must be included with the Challenge solution. Teams may request that NDA forms also be signed by steering committee members and judges. The Participants, and teams, however, are solely responsible for managing intellectual property rights and agree to indemnify and hold the Hosts harmless from any and all claims arising from proprietary intellectual property used in developing, and/or included in, the submitted solution.

OWNERSHIP OF INTELLECTUAL PROPERTY AND SUBMISSIONS

All right, title and interest in all proprietary assets and tools existing prior to the Challenge, and used in the development of, or included in the submission, shall remain with the owner of the assets and tools who granted the right to use the assets and tools in this Challenge, except for such limited license or rights granted to use the intellectual property in the Challenge, including the right to review the submission as part of the Challenge judging and awarding of prized.

Determination of ownership of all right, title and interest in any intellectual property, assets, tools and the like created or developed as part of this Challenge, and which are included in the submission, including without limitation copyright, trademark and patent rights, shall be the responsibility of the participants. Participants are solely responsible for managing intellectual property rights and agree to indemnify and hold the Hosts harmless from any and all claims arising from proprietary intellectual property used in developing, and/or included in, the submitted solution.

PARTICIPATION AND LIMITATIONS

Teams are limited to presenting a single project. If previous work has been done on the proposed problem, teams must clearly articulate the existing work and the intended scope of work to be done under this Challenge period in the Challenge Plan.

PRIZES AND AWARDS

Each solution will be evaluated against a set of criteria based on impact to the challenge statement. Please see the judging criteria for further information. All decisions will be final and determined at the sole discretion of the judges and the Sponsors. The Final Prize will be awarded to the winning team and divided among the eligible team members equally. Participants shall be responsible for the payment of all taxes on prize money received.

PUBLICITY AND PRIVACY

Except where prohibited, by participating in the Challenge, Participant understands that the Challenge may be photographed, videotaped, recorded, etc. and hereby grants WEF and/or WRF the right to use or refrain from using Participant's name, contact information, including without limitation e-mail addresses, and/or likeness, and any and all footage about Participant's participation in the Challenge and Participant's Challenge submission, in any manner or media that WEF and/or WRF sees fit without Participant's review or approval and without compensation. By participating in the Challenge, Participants agree that their personal data provided as part of the Challenge may be used for the purposes of the Challenge.

LIABILITY RELEASE AND INDEMNITY

Participant shall release, indemnify, defend and hold WEF and WRF, and their officers, directors, employees, successors, partners and assigns, harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees), whether known or unknown, currently accrued or accruing in the future, contingent or otherwise, incurred by WEF and WRF at any time in connection with, arising out of or relating in any way to the Participant's participation in this Challenge.

Participant understands and agrees, that if he/she uses proprietary assets, including intellectual property or equipment, in this Challenge, Participant is solely liable for obtaining all required legal rights to use the intellectual property. Participant agrees to indemnify and hold WEF and WRF, and their officers, directors, employees, successors, partners and assigns, harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees), relating to any claims brought with respect to intellectual property that Participants introduces and/or uses in the Challenge.

IWS Challenge registrant organization, participants, and judges shall indemnify and hold harmless WEF, WRF, and all of WEF and WRF officers, directors, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the negligent acts or omissions of the IWS Challenge registrant organization, or any of its agents or subcontractors, in performing work under this Agreement.

DAMAGE TO EQUIPMENT

Participants accept total liability for any damage their actions or equipment may inflict upon the property and/or person of any other participants, partners, or vendors involved in the Challenge as well as any other persons or entities affected. The Hosts shall in no case be responsible for any damage arising out of participation in the Challenge or to any other persons or entities.

DISCLAIMER

IN NO EVENT WILL WEF, WRF, AND THEIR SPONSORS BE LIABLE TO YOU, OR ANY THIRD PARTY RELATED TO OR AFFILIATED WITH PARTICIPANT, FOR ANY DIRECT, SPECIAL, INCIDENTAL,

EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CHALLENGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

GOVERNING LAW AND SEVERABILITY

This Agreement and its terms and conditions are governed by the law of the State of Virginia. Any action, suit or case arising out of, or in connection with, this Challenge or the Terms must be brought in either the federal or state courts located in Alexandria, VA. All disputes, claims and causes of action arising out of or in connection with the Challenge, prizes or the Agreement shall be resolved individually, without resort to any form of class action. Each of the Participants hereby submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

GENERAL

The Challenge is subject to all applicable federal, state, and local laws and regulations. The Challenge is offered by Hosts, who are not responsible for (i) late, lost, damaged, incomplete, or misdirected Challenge submissions, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Challenge submissions; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

The Hosts reserve the right, in their sole discretion, to cancel, modify or suspend the Challenge in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Challenge is compromised, without liability to the Participants. The Hosts reserve the right to disqualify any Participant, as determined by WEF and WRF, in their sole discretion.

AUTHORIZATION. By agreeing to participate in the Challenge, the participant(s) certifies that they will adhere to all rules and stipulation set forth in this Agreement.