

# THE CYBERSECURITY VISUALS CHALLENGE

## OFFICIAL RULES

*NO FEE, DONATION OR PURCHASE IS REQUIRED TO ENTER OR WIN.*

**The following Official Rules govern the Cybersecurity Visuals Challenge (“Challenge”). These Official Rules supersede any other rules and terms and conditions set forth on the IDEO website or platform, or elsewhere in materials promoting the Challenge to the extent of a direct conflict. Entry into the Challenge constitutes entrant’s representation that he or she fully and unconditionally agrees to be bound by, and is in full compliance with, these Official Rules. If you cannot agree to be bound by these Official Rules, do not submit an entry to the Challenge. The Challenge is void where prohibited by law.**

**1. Sponsor and Administrator:** The William and Flora Hewlett Foundation (“Hewlett Foundation”), a nonpartisan, private charitable foundation that advances ideas and supports institutions to promote a better world is the Sponsor of the Challenge. IDEO LP is the Administrator of the Challenge. Collectively, the Administrator and the Sponsor shall be referred to as “Challenge Entities.”

**2. Eligibility:** The Challenge is open only to individuals who as of the date of the Challenge submission are at least 18 years of age and the age of majority in the country of legal residence and if applicable, any state, province or territory of legal residence, who are a legal resident of a Permitted Country, and who agree to be legally bound by these Official Rules. Permitted Countries are:

Argentina

Australia

Brazil

Canada

China

Columbia

France

Germany

India

Japan  
Mexico  
Netherlands  
Peru  
South Africa  
Spain  
United Kingdom  
United States of America

Existing or recent employees, officers, directors, affiliates, agents and representatives of the Challenge Entities, and the immediate family member or members of the same household of any such individual, and any individual employed by an employer whose guidelines, policies or regulations do not allow entry in the Challenge or acceptance of a prize, whether a private employer or governmental entity, are not eligible to enter the Challenge.

Challenge Entities reserve the right in their full discretion to verify the eligibility of any potential winner of the Challenge and his/her compliance in full with these Official Rules before awarding any prize.

**3. How to Enter:** The Challenge Website located at [www.openideo.com](http://www.openideo.com) includes the required submission form ("Submission Form") and the ability to submit your materials for the initial phase of the Challenge, and your final submissions for those qualifying for the second phase of the Challenge (each an "Entry").

The Challenge shall consist of two phases. The Submission Form and each Entry must be complete and final at the time of submission through the Challenge Website.

During Phase One, you submit a fully completed Submission Form and materials associated with two distinct visual directions for the concept, as described in the Submission Form. If chosen as one of the short list of twenty-five (25) qualifying entrants, you will be awarded \$500 and be eligible to submit final concepts during the second phase of the Challenge to be able to win one of five \$7,000 prize awards available.

For participants during the second phase of the Challenge, by submitting final concepts, you agree to license those materials under a Creative Commons CC BY 4.0 international license. Full legal text of the license is available at <http://creativecommons.org/licenses/by/4.0/legalcode>, and a summary may be found at <http://creativecommons.org/licenses/by/4.0/>. This license shall be referred to in these Rules as "the Creative Commons License."

Once an Entry is submitted, it cannot be returned, revised or acknowledged. You may want to make and retain a copy of your Submission Form and each Entry before submitting through the Challenge Website. Only one Submission Form and Entry per individual.

**4. Submission Information and Entry Requirements:** An Entry includes all information and materials submitted in connection with and through the Submission Form in connection with the Challenge ("Submission Information") and the Entry itself. All Submission Information and the Entry must meet the following requirements:

- (a) must be accurate, complete and truthful;
- (b) must be original to entrant, and not copied, in whole or in part, from any work of another person or entity;
- (c) must not contain any confidential, proprietary or trade secret information;
- (d) must not contain any software viruses, Trojan horses worms, time bombs, bots or any other computer code or files that are designed to disrupt damage, impact or limit the functioning of any software or hardware;
- (e) must not infringe on or violate intellectual property rights of any third party;
- (f) must be licensable to Sponsor and licensable to others worldwide through the Creative Commons License;
- (g) must not violate any law, statute, ordinance rule or regulation, or any agreement with any third party;
- (h) Must not contain any offensive, obscene, sexually explicit, disparaging or violate content; and
- (i) must be in the English language.

Challenge Entities reserve the right to disqualify any Submission Information or Entry that in its sole discretion violates these Official Rules in any way, or any applicable laws, statutes, rules, regulations or policies of the United States or the country of legal residency of entrant.

Submission Information and Entry will require information as to your background and expertise related to likely success in the Challenge, including your experience in the digital graphic arts and cybersecurity fields, if any, and how you believe your design entry furthers an understanding of cybersecurity.

**5. Contest Period:** The Challenge initial period opens on July 25, 2019 and complete Submission Information and Entry must be received electronically by August 16, 2019 at 5:00 PM PT to be eligible to win any prize award. The Challenge second period opens on September 4, 2019 and complete Entry must be received electronically by October 4, 2019 at 5:00 PM PT.

## **6. Criteria for Judging and Judges:**

Whether or not an Entry is chosen as a potential winner depends on how a Submission Information and Entry compares to the Submission Information and Entry of others who elect to participate in the Challenge based on the criteria set forth below as evaluated in the sole discretion of the judges in conjunction with the Challenge Entities.

Each entry will be evaluated on the following criteria:

(a) Visually Compelling: The extent to which the illustration design communicates a discrete aspect of cybersecurity by employing design elements.

(b) Artistic Quality: The extent to which the illustration design is visually well conceived and well-executed.

(c) Expands the Conversation: The extent to which the illustration design is additive to the cybersecurity space by thinking beyond current visual representations with art that elevates, inspires and pushes creativity at the edges.

In the first phase of the contest, each of these criteria shall be given equal weight.

During the second phase of the contest, the entries will also be judged based on the following additional criteria:

(a) Translating Power: how quickly and easily does the illustration design convey understanding and access to information about cybersecurity; and

(b) Technical Accuracy and Expertise: does the illustration design include accurate depictions of a discrete aspect of cybersecurity and is reflective of expertise in the field of cybersecurity.

Each of these criteria shall be given equal weight.

Challenge Entities will announce publicly on or about October 24, 2019 the prize winners on the Challenge Platform. Challenge Entities will not, and you agree the Challenge Entities have no obligation to otherwise provide or disclose, point scores or judging decisions to any entrant individually or to the public generally. Challenge Entities will only identify the winning entries and the prizes awarded.

The judges will consist of experts from IDEO, the Hewlett Foundation, and individuals with third party entities with expertise in cybersecurity and/or visual design, including journalists, policymakers and/or academics. In no event, will employees of the Hewlett Foundation constitute 50% or a greater number of the judges.

### **Prize Awards:**

During Phase One, up to twenty-five (25) individuals will be selected to receive \$500 prizes and will be asked to submit a concept design entry. Each of these individuals will be given an opportunity to finalize their concept design entry for a chance to win one of five (5) grand prizes each worth \$7,000, which will be awarded during Phase two of the Challenge. Sponsor reserves the right to restrict or prohibit any payment to individuals based or residing in countries subject to United States export sanctions at the time of the award.

Prize award winners are fully responsible for all levies, fees and taxes due on any award and for any tax reporting obligations outside of the United States. Upon request from either of the Challenge Entities, potential prize award winners will provide United States tax payer identification information before the prize award will be paid. Prize is not assignable nor transferable.

**7. Notification of Prize Awards:** After the second phase of the Challenge, Administrator will notify the potential prize winners by email and any such potential prize winner must respond within seven (7) days to the email. Once the potential prize winner has responded, Sponsor will send to the potential prize winner an Affidavit of Eligibility and Liability/Publicity Release/Right to License, which must be executed and returned within seven (7) days. Each entrant is responsible for maintaining his or her contact information operable and accurate. As to any dispute or conflict between the identified entrant and the owner of the email address, the identification of the authorized holder of the email account will prevail.

At the sole discretion of Challenge Entities, disqualification, forfeiture and the selection of any alternate prize winner may be declared based on any of the following factors: (1) potential prize winner failure to respond to email notification by the deadline stated; (2) the return of an email notification as undeliverable; (3) potential prize winner's failure to provide Challenge Entities with satisfactory proof of eligibility; (4) potential prize winner fails to provide any necessary information needed in connection with the award of the prize; (5) potential prize winner's failure to execute and timely return an executed Affidavit of Eligibility/Liability/Publicity Release/Copyright License by the deadline; (6) any conflict between the entrant's name and that of the authorized holder of the email account; and (7) and any other non-compliance with the Official Rules as determined by Challenge Entities in their sole discretion. In the event of a failure to comply, the Challenge Entities will choose another potential prize winner until all prizes have been awarded. An entrant is not a prize winner unless and until entrant's eligibility has been verified and entrant has been notified that the verification procedure is fully complete by the Challenge Entities.

**8. General Conditions:** By entering or participating in the Challenge, each entrant agrees to be bound by these Official Rules, and by the decisions of Challenge Entities, which are final and binding in all respects. Challenge Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the Challenge, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Challenge is not capable of running as planned for reasons outside the control of the Challenge Entities which, in the sole opinion of Sponsor, may corrupt or affect the administration, security,

fairness, integrity or proper conduct of the Challenge (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Challenge (or portion thereof) and in the event of cancellation, the Sponsor shall have no further obligation. Challenge Entities also reserves the right at their sole discretion to disqualify the entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Challenge or any website operated by the Challenge Entities; (b) using any robotic, macro, automatic, programmed or like entry methods; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Challenge Entities' property or service; or (d) unsportsmanlike, unethical or disruptive action, or with intent to annoy, abuse, threaten, or harass. Challenge Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from Submission Information and Entry, the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize awarded, in whole or in part; participation in any way in this Challenge or in any activity related thereto.

**9. Release and Limitations of Liability:** By entering the Challenge, each entrant agrees to defend, indemnify, release and hold harmless Challenge Entities, and their respective affiliates, representatives, agents officers, directors and employees ("Released Entities") from and against any and all injuries, losses, demands, damages, rights, claims, actions and liabilities of any kind (including attorneys' fees) arising out of or connected with entrant's participation in, submission or entry to the Challenge (including but not limited to any claims alleging that any Submission Information or Entry infringes, misappropriates or violates any third party's intellectual property).

IN NO EVENT WILL CHALLENGE ENTITIES AND THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA BUSINESS OR PROFITS) ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE CHALLENGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TOR INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CHALLENGE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply in that circumstance only.

**10. Publicity:** As a condition of entry into the Challenge, except where it may be prohibited by law, each potential winner by accepting the prize grants to the Challenge Entities, a perpetual, worldwide, royalty-free license and right, to publicize, broadcast, display and/or otherwise use the prize winners name, city, state, and biographical material in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval, and for promoting the use of winners' illustration designs. Challenge participants may not use Hewlett Foundation or IDEO trademarks without owner permission.

**11. No Obligation:** You acknowledge that multiple participants may submit information and entries that contain, illustrations, designs, concepts and approaches similar to your entry

and that the Challenge Entities may already be developing illustration designs directly or through others that are related to, or similar to, those found in your Submission Information and Entry. You acknowledge and agree that a Sponsor's actions with respect to another entry or a design of its own, even if similar to or the same as your entry, will not create any liability of any kind by the Challenge Entities to you or others. You further acknowledge that participation in the Challenge and/or winning a prize award does not create an obligation on the part of the Challenge Entities to promote, use in any way or to take any action regarding the Submission Information and/or Entry.

**12. Intellectual Property Right of Sponsor:** You agree that nothing in the Official Rules or otherwise grants you the right to use or license any intellectual property of Sponsor, including its name or trademarks.

**13. Privacy:** Sponsor may collect personal data about you online, including without limitation through your Submission Information and Entry, in accordance with the Privacy Policy applicable to the Challenge Website or as otherwise described in these Official Rules. By participating in this Challenge, you agree to the collection and use of your personal information as stated herein and in the Privacy Policy on the Challenge Website.

**14. Disputes:** Except where prohibited, entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate State Court in Menlo Park, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Challenge Entities in connection with the Challenge, 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.

**16. Sponsor:** The William and Flora Hewlett Foundation, 2121 Sand Hill Road, Menlo Park CA 94025.