

The EdSim Challenge

Rules, Terms & Conditions

CHALLENGE DESCRIPTION

The U.S. Department of Education (ED) EdSim Challenge calls upon the gaming, developer, and educational technology communities to design simulation prototypes that prepare America's students for a more competitive world through high-quality career and technical education. Specifically, solutions should demonstrate the transfer of academic, technical, and employability skills, and map to defined interoperability specifications. ED is most interested in immersive and engaging simulations that will help define the next generation of applied learning.

These Official Rules, Terms & Conditions apply to the EdSim Challenge. Please read these Rules, Terms & Conditions carefully before submitting to the EdSim Challenge.

The Challenge will be conducted in five phases: 1) Challenge launch and call for public comment; 2) Open submissions; 3) Judging of submissions and selection of finalist teams; 4) Virtual Accelerator (inclusive of finalist team mentorship, Innovator's Bootcamp, and Demo Day); and 5) Final judging and selection of winner(s). Up to five finalist teams will be selected from the open submission pool based on the evaluation criteria listed below. The total prize pool is \$750,000. Finalist teams will be awarded \$XX,000 each. Finalist teams are encouraged to use their winnings to improve upon their prototypes through the course of the Challenge. Finalist teams will be included in a Virtual Accelerator phase, as described below.

VIRTUAL ACCELERATOR DESCRIPTION

The Virtual Accelerator phase starts with the Finalist Announcement and runs through Demo Day, when finalist teams present their concepts to the judging

panel. During this period, the finalist teams will iterate and improve upon their concepts in preparation for the Demo Day on March [X], 2016 (subject to change).

GENERAL ELEMENTS OF THE FIELD ACCELERATOR PHASE

1. **Mentorship:** Finalist teams will have access to subject matter experts (“SMEs”) who will act as mentors throughout the Virtual Accelerator, helping the finalist teams iterate and improve their concepts. Mentors will have a set number of hours available for phone counseling and will be available to speak to the finalist team on ways of improving their concepts. Examples of areas where mentors might help teams include: 1) Concept applicability to Career and Technical Education; 2) Adherence to interoperability specifications and standards; and 3) General expertise in education and/or simulation development.
2. **Innovator’s Bootcamp:** The Innovator’s Bootcamp is required for finalist teams and is intended to be a live event, likely to be held in the greater New York City metropolitan area. Finalist teams will receive guidance through teaching modules, with the possibility of hands-on activities, with SMEs and Luminary Labs, LLC (“Luminary Labs”) staff.
3. **Demo Day Presentation Support:** After the Innovator’s Bootcamp and prior to the Demo Day, all finalist teams will have the opportunity to practice their presentations and receive feedback on how to improve their Demo Day presentations.

Following Demo Day, the judging panel will select one or more winners from the pool of finalist teams who will receive the remainder of the prize money.

ELIGIBILITY

To be eligible to win a prize under this Challenge, an individual or entity:

- (a) Must be registered on the Luminary Lightbox™ platform (see Additional Terms that are Part of the Official Rules);
- (b) Must have entered a submission on edsimchallenge.wpengine.com, (“**the Challenge website**”) under the rules promulgated by ED;
- (c) Must have complied with all the requirements under this section;

- (d) Must be (1) an individual or team of U.S. citizens or permanent residents of the United States or outlying areas each of whom are 18 years of age and over, or (2) an entity incorporated in and maintaining a primary place of business in the United States. Foreign citizens that are not permanent residents can participate as employees of an entity that is properly incorporated in the U.S. and maintains a primary place of business in the U.S.; and
- (e) May not be a Federal entity or Federal employee acting within the scope of their employment. An individual or entity shall not be deemed ineligible because the individual or entity used Federal facilities or consulted with Federal employees during a competition if the facilities and employees are made available to all individuals and entities participating in the competition on an equitable basis.

Employees of ED, Luminary Labs, each of their affiliates, Challenge sponsors, and/or any other individual or entity associated with the development, evaluation, or administration of the Challenge[CRB1] [LL2] as well as members of such persons' immediate families (spouses, children, siblings, parents), and persons living in the same household as such persons, whether or not related, are not eligible to participate in the Challenge.

Entrants must agree to assume any and all risks and waive claims against the Federal Government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from their participation in a competition, whether the injury, death, damage, or loss arises through negligence or otherwise.

Entrants must also agree to indemnify the Federal Government against third party claims for damages arising from or related to competition activities.

Entrants are not required to obtain liability insurance or demonstrate financial responsibility in order to participate in the Challenge.

By participating in the Challenge, each entrant agrees to comply with and abide by these Official Rules, Terms & Conditions and the decisions of ED and/or the individual judges, which shall be final and binding in all respects.

HOW TO ENTER

To enter:

Go to the Challenge website and complete all required fields of the Challenge submission form before submission close, which is currently scheduled for [November 1], 2015 at 11:59 pm EST. Each entrant must complete all of the required fields in the Challenge submission form in accordance with these Official Rules, Terms & Conditions.

All entrants are required to provide consent to these Official Rules, Terms & Conditions upon submitting an entry. Submissions must be received during the Open Submission phase of the Challenge to be eligible. The Open Submission phase officially begins after publication of a Federal Register notice announcing the Challenge. The Open Submission phase is to last from Challenge launch through close of open submissions, currently scheduled for 11:59 PM, [November 1], 2015. Dates are subject to change. Luminary Labs is the official timekeeper for the Challenge. Once submitted, a submission may not be altered during the Open Submission phase. During the Virtual Accelerator phase, the finalist teams will be required to provide a presentation for their Demo Day presentation, along with a final report describing how their concept has been modified based on feedback from the subject matter experts and a final prototype. ED reserves the right to disqualify any submission that ED deems inappropriate.

Entrants may enter individually or as part of a team, and teams are strongly encouraged. Each team member must be clearly identified on the team's submission form for the team to be eligible. Teams must designate a primary contact to serve as the team representative (the "Representative") and manage the distribution of any awarded prizes. In the event a dispute regarding the identity of the individual or team who actually submitted the entry cannot be resolved to ED's satisfaction, the affected entry will be deemed ineligible.

All entry information and materials, including any copy of the Submission, become property of ED and will not be acknowledged or returned. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, ED and Luminary Labs shall have no liability for any Submission that is lost, intercepted, or not received by ED and/or Luminary Labs. ED and

Luminary Labs assume no liability or responsibility for any error, omission, interruption, deletion, theft, destruction or unauthorized access to, or alteration of, Submissions.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

By participating in the Challenge, each entrant represents, warrants, and covenants as follows:

- (a) entrants are the sole authors, creators, and owners of the Submission;
- (b) the Submission is not the subject of any actual or threatened litigation or claim;
- (c) the Submission does not and will not violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party;
- (d) the Submission does not and will not contain any harmful computer code (sometimes referred to as "malware," "viruses" or "worms"); and
- (e) the Submission, and entrants' use of the Submission, does not and will not violate any applicable laws or regulations, including, without limitation, applicable export control laws and regulations of the U.S. and other jurisdictions.

If the Submission includes any third party works (such as third party content or open source code), entrant must be able to provide, upon ED and/or Luminary Labs's request, documentation of all appropriate licenses and releases for such third party works. If entrant cannot provide documentation of all required licenses and releases, ED reserves the right, in its sole discretion, to disqualify the applicable Submission, or may direct the Entrant to secure the licenses and releases for ED's benefit within three (3) days of notification of the missing documentation and allow the applicable Submission to remain in the Challenge. In addition, ED also reserves all rights with respect to any and all claims based on any damages incurred by participant's failure to obtain such licenses and releases.

Entrants will indemnify, defend, and hold harmless ED and Luminary Labs from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from

entrant's Submission or any breach or alleged breach of any of the representations, warranties, and covenants of entrant hereunder.

ED reserves the right to disqualify any Submission that ED, in its discretion, deems to violate these Official Rules, Terms & Conditions.

SUBMISSION LICENSE

Each entrant retains title and full ownership in and to their Submission. Entrant expressly reserves all intellectual property rights not expressly granted under this Agreement. By participating in the Challenge, each entrant hereby irrevocably grants to ED and Luminary Labs a limited, non-exclusive, royalty free, worldwide, license and right to reproduce, publicly perform, publicly display, and use the Submission to the extent necessary to administer the Challenge, and to publicly perform and publicly display the Submission abstract, including, without limitation, for advertising and promotional purposes relating to the Challenge, in perpetuity. Submissions will be stored on the Luminary Lightbox platform and will be accessible by ED and Luminary Labs in perpetuity.

PUBLICITY RELEASE

By participating in the Challenge, each entrant hereby irrevocably grants to ED and Luminary Labs the right to use such entrant's name, likeness, image, and biographical information in any and all media for advertising and promotional purposes relating to the Challenge, and otherwise, as stated above in Submission License.

DISQUALIFICATION

ED reserves the right in its sole discretion to disqualify any entrant who is found to be tampering with the entry process or the operation of the Challenge or Challenge website or other Challenge-related websites, to be acting in violation of these Official Rules, Terms & Conditions, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge, or to annoy, abuse, threaten, or harass any other person, and ED reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

LINKS TO THIRD PARTY WEBSITES

The Challenge website may contain links to third-party websites that are not owned or controlled by Luminary Labs or ED. Luminary Labs and ED do not endorse or assume any responsibility for any such third-party sites. If an entrant accesses a third party website from the Challenge website, he/she/it does so at his/her/its own risk and expressly relieves Luminary Labs and/or ED from any and all liability arising from use of any third-party website content.

DISCLAIMER

This website contains information and resources from public and private organizations that may be useful to the reader. Inclusion of this information does not constitute an endorsement by the ED or Luminary Labs of any products or services offered or views expressed. Blog articles provide insights on the activities of schools, programs, grantees, and other education stakeholders to promote continuing discussion of educational innovation and reform. Blog articles do not endorse any educational product, service, curriculum or pedagogy.

This website also contains hyperlinks and URLs created and maintained by outside organizations, which are provided for the reader's convenience. ED and Luminary Labs are not responsible for the accuracy of the information contained therein.

FINALIST AND WINNER SELECTION/EVALUATION CRITERIA

ED is most interested in immersive and engaging simulations that will help define the next generation of applied learning. Specifically, solutions should demonstrate the transfer of academic, technical, and employability skills, and map to defined interoperability specifications.

A judging panel will select up to five finalist teams from the pool of eligible entries. These finalist teams will then refine their concepts and will present the concept at Demo Day.

Entries will be scored based on the judges' own discretion as to the quality of each entry according to the following evaluation criteria:

Finalist evaluation criteria

Finalist evaluation criteria will be made available during the Open Submissions period.

Winner selection criteria

Winner selection criteria will be made available during the Open Submissions period.

The evaluation criteria are to be applied in the sole discretion of ED and the individual judges and are subject to modification by ED. By participating in the Challenge, each entrant into the Challenge acknowledges and agrees that such evaluations may differ from person to person and agrees to be bound by and not challenge the final decisions of ED and the judges.

When notification of the finalist teams and/or winner(s) is completed, or as soon as is practical thereafter, abstracts of the submissions selected as finalist teams and/or winner(s) will be listed on the Challenge website for public viewing. The judging scores will not be posted. Feedback will not be provided to entrants that are not selected as finalist teams.

NOTICE TO FINALISTS/WINNER(s)

Attempts to notify finalist teams and winner(s) will be made using the email address associated with the Representative's Luminary Lightbox account. ED and Luminary Labs are not responsible for e-mail or other communication problems of any kind.

If, despite reasonable efforts, an entrant does not respond within three (3) days of the first notification attempt regarding selection as a finalist team (or a shorter time as exigencies may require), or if the notification is returned as undeliverable to such entrant, that entrant may forfeit his, her or its finalist status and an alternate finalist team may be selected.

If, despite reasonable efforts, a potential winner does not respond within three (3) days of the first notification attempt (or a shorter time as exigencies may require), or if the notification of prize or the prize itself is returned as unclaimed or

undeliverable to such participant, that participant may forfeit his, her or its prize and an alternate winner may be selected.

If any potential prize winner is found to be ineligible, or has not complied with these Official Rules, Terms & Conditions or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified. An alternate winner may be selected, or the applicable prize may go unawarded.

ATTENDANCE

To maintain eligibility, any selected finalist teams are required to participate in Challenge activities organized by ED and Luminary Labs, which include Innovator's Bootcamp and Demo Day. If an entrant is unable to participate in any mandatory activities, they will not be eligible to win the Challenge. Finalist teams and winner(s) are required to attend these events at their own expense.

INTELLECTUAL PROPERTY

Entrants retain ownership of their concepts, including any software, research or other intellectual property ("IP") that they develop in connection therewith, subject to the license granted to ED to use submissions as set forth herein.

Entrants retain all rights in the submission and any invention or work, including any software, submitted as part of the submission, subject to the following:

1. A nonexclusive, nontransferrable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States any such invention or work throughout the world, in perpetuity, should the submission win; and
2. A license in the submission or work submitted as part of the submission for the United States to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so, in perpetuity, should the submission win.

PRIZES

The total prize pool for the Challenge is \$750,000. Following the open submission phase, judges will select the finalist teams who will receive \$XX,000 each. After the Virtual Accelerator phase and final judging, the winner(s) will receive the remainder of the prize money.

Prizes awarded under this competition will be paid by electronic funds transfer. Winners are responsible for any applicable local, State, and Federal taxes and reporting that may be required under applicable tax laws.

DATES/DEADLINES

ED reserves the right to modify any dates or deadlines set forth in these Official Rules, Terms & Conditions or otherwise governing the Challenge.

CHALLENGE TERMINATION

ED reserves the right to suspend, postpone, cease, terminate or otherwise modify this Challenge, or any entrant's participation in the Challenge, at any time at ED's discretion.

GENERAL LIABILITY RELEASE

By participating in the Challenge, each entrant hereby agrees that ED and Luminary Labs

- (a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Challenge or any Challenge-related activity, or from entrants' acceptance, receipt, possession, use, or misuse of any prize; and
- (b) entrants will indemnify, defend, and hold harmless ED and Luminary Labs from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from entrant's participation in the Challenge.

Without limiting the generality of the foregoing, ED and Luminary Labs are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service

Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

These Official Rules, Terms & Conditions cannot be modified except by ED. The invalidity or unenforceability of any provision of these Official Rules, Terms & Conditions 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 Official Rules, Terms & Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

EXERCISE

The failure of ED to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Terms & Conditions shall be governed by and construed in accordance with U.S. Federal law as applied in the Federal courts of the District of Columbia if a complaint is filed by any party against ED, and the laws of the State of New York as applied in the New York state courts in New York City if a complaint is filed by any party against Luminary Labs.

PRIVACY POLICY

By participating in the EdSim Challenge, entrants hereby agree to collection and usage of their personal information by ED, Luminary Labs, and Luminary Lightbox, and acknowledge that they have read and accepted the privacy policy at edsimchallenge.wpenline.com/privacy.

ADDITIONAL TERMS THAT ARE PART OF THE OFFICIAL RULES

Please review the Luminary Lightbox Terms of Service at <http://www.LuminaryLightbox.com/terms> for additional rules that apply to your participation in the Challenge and more generally your use of the Challenge Website. Such Terms of Service are incorporated by reference into these Official Rules. If there is a conflict between the Terms of Service and these Official Rules, the latter terms shall control with respect to this Challenge only.

Participation in the Challenge constitutes entrant's full and unconditional agreement to these Official Rules. By entering, an entrant agrees that all decisions related to the Challenge that are made pursuant to these Official Rules are final and binding, and that all such decisions are at the sole discretion of ED and/or Luminary Labs.

Luminary Labs collects personal information from you when you enter the Challenge. The information collected is subject to the privacy policy located here: <http://www.LuminaryLightbox.com/privacy>.

WINNERS LIST/OFFICIAL RULES/CONTACT

To obtain a list of finalist teams and winner(s) (after the conclusion of the Challenge) or a copy of these Official Rules, Terms & Conditions, send a self-addressed envelope with the proper postage affixed to: Luminary Labs, 30 West 22nd St., Floor 6, New York City, NY, 10010. Please specify "Winners List" or "Official Rules" and the name of the specific Challenge in your request.

Please contact us at info@edsimchallenge.com should you have any comments or questions about these Rules, Terms & Conditions.