

SAS Global Hackathon Program 2021 Terms and Conditions of Participation

- 1. OBJECTIVE:** SAS Institute Inc. is hosting a global hackathon program by hosting a series of online team analytics #HackinSAS events using SAS® Viya®. Eligible teams may apply to participate in one or more themed hackathons (each, a “Hackathon” or “Event”) to solve compelling challenges as detailed in these Terms and Conditions and according to additional guidelines that may be provided by Sponsor in connection with each event.
- 2. HOW TO PARTICIPATE:** To apply to participate in the Event, please visit the #HackinSAS registration page at <https://www.sas.com/sas/events/hack-in-sas.html> and follow the instructions to apply. Participation by each team and individual team member is subject to these Terms and Conditions and any additional rules and guidelines provided by Sponsor, and registrants may be referred to as “registrants,” “participants,” “entrants,” or “you” in these Terms and Conditions.

In the event of a dispute over the identity of the individual registering or making a particular submission, the submission will be deemed to have been made by the registered user of the email/Internet account through which the submission was transmitted or with which the submission is associated. Sponsor (i) assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or other submissions; (ii) is not responsible for any problems or technical malfunction of or relating to any communications equipment, telephone or cellular network, operations, or lines, computer, online systems, servers, or provider, computer equipment, hardware, software, failure of any entry information to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website or email server or address, and (iii) assumes no responsibility for any combination of the aforementioned events, including any injury or damage to any participant’s or any other person’s computer related to or resulting from participation in, or downloading or uploading any materials relating to, the Event.

- 3. ELIGIBILITY:** Participation in the Event is intended for collaborative participation by individuals working in teams. Additional criteria for team registration and approval will be provided on the Event registration page. All participants on a team must be at least the age of the majority at the time of registration. There will only be one environment per organization. In case of more than one team from a particular organization, the teams will need to share the environment. Participation of all team members must be, in all respects, legal and lawful in the jurisdiction from which you make your registration and submission and in compliance with these Terms and Conditions. Sponsor is not responsible for submissions made in contravention of any law or regulation in any jurisdiction or location. Void in the Province of Quebec and where prohibited by law. Employees (including immediate family members and/or those living in the same household of each) of Sponsor(s) and their subsidiaries and affiliated companies, and the immediate family members of each are not eligible to participate. Individuals, such as, but not limited to, certain government employees, who are prohibited by the terms of their employment or applicable law from participating in this promotion, are not eligible. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ENTRANTS ARE SOLELY RESPONSIBLE FOR ANY AND ALL COSTS OF PARTICIPATION IN THE EVENT.
- 4. GUIDELINES FOR HACKATHON:**

Software: Sponsor will provide to each team approved to enter the Event: limited access to a cloud environment and licenses to SAS® software, for use solely in connection with the Event.

Showcase: Teams will choose among subject matter tracks from a selection provided by Sponsor in which to develop a showcase. Only one showcase per team can be submitted for the Competition. Teams are expected to conduct data analysis and create a data model that defines the problem, describes the analysis performed, and presents the results in such a manner as to be of use in business, science, government, education, health care, etc. Evaluation criteria for each subject matter track will be provided by Sponsor before the Event. Additional guidelines, instructions, and conditions will be provided to participants at the time of the Event.

Support: During the Event, participants are invited to interact and SAS representatives will provide support to other participants through SAS Communities and other channels as directed by Sponsor. SAS’ industry-recognized, open-source integrated analytics platform, SAS Viya 4.0 will be available to participants, including SAS Visual Analytics, SAS Visual Statistics, and SAS Visual Data Mining and Machine Learning. At Sponsor’s discretion, Participants may have access to the Virtual Learning Environment, including tutorials explaining how to get started as well as how to manage and visualize data. The Virtual Learning Environment also includes tutorials showing how to program in SAS Viya, use SAS Visual Analytics and SAS Visual Statistics, and how to use SAS Studio.

Data and Content: Unless otherwise detailed at registration, please note that data sets will not be provided by Sponsor for participation in this Event; participating teams are required to (a) supply data according to the specifications provided below and (b) use the SAS software licenses and cloud environment provided. Event submissions must be the original work of the entrant not previously published or entered into a competition;

must be suitable for publication; and must not infringe third-party rights. Participating teams may use publicly available data sources subject to and in compliance with applicable license terms that allow full participation in the competition, including presentation at the conference by grant recipients, and are not subject to any other restrictions on use or access. Data sets must be anonymized and not include any personally identifiable information or confidential information. Without limiting any other provision of these Terms and Conditions, all participants expressly agree that their access to, submission of, and use of data in connection with this Event will adhere to all applicable laws, regulations, and third-party licenses or terms of use.

5. VIDEO SUBMISSIONS AND SELECTION OF WINNERS:

At the conclusion of the Event and by the deadline provided by Sponsor, each team will submit video recording(s) of their showcase, in accordance with guidelines provided by Sponsor (the "Submission(s)"). Eligible Submissions will be judged by a weighted assessment based on the evaluation criteria for the team's subject matter track and other factors identified by Sponsor. Additional specifications and criteria may be provided by Sponsor at the time of the Event. These criteria will be applied by judges employed or designated by Sponsor who have qualifications sufficient to apply the criteria to the Submissions. Based on the judging of the Submissions, the top-scoring team(s) will be selected as winners and notified or announced by Sponsor. If teams cannot be reached within seven (7) business days of notification, SAS reserves the right to withdraw the winning designation from the top-scoring team and select a new winner. Sponsor is not responsible for technical, network, electronic, computer hardware or software failures or any kind, misdirected, incomplete, garbled or delayed transmissions. Sponsor is not responsible for submissions that are lost or delayed, or which are not received for any reason.

6. CONDITIONS OF PARTICIPATION:

IN THE EVENT AN ENTRY IS DETERMINED BY SPONSOR NOT TO BE THE ORIGINAL WORK OF THE ENTRANT OR TO INFRINGE OR POTENTIALLY INFRINGE ANY THIRD PARTY'S RIGHTS OR OTHERWISE NOT IN COMPLIANCE WITH ANY OF THESE RULES, SPONSOR RESERVES THE RIGHT TO DISQUALIFY THE ENTRANT, IN ITS SOLE DISCRETION, FROM THE EVENT.

Submission of any entry (including a registration, Submission, or other participation in the Event) constitutes the entrant's irrevocable, non-exclusive license to Sponsor and its affiliates and agents to publish, use, adapt, edit and/or modify such entry, including, without limitation, screenshots and selected portions of the entry, in any way, in any and all media, without limitation, worldwide, throughout the universe, and in perpetuity, for use in association with Sponsor's advertising, promotion, archiving and review, or any other purpose whatsoever, all without acknowledgement, additional compensation, or opportunity for review by the entrant.

As between Sponsor and participants, and unless otherwise expressly agreed, participants will retain ownership of all intellectual property used and/or incorporated in the Submission and related showcase, including documentation, submitted in connection with the Event. By entering, participants acknowledge and agree that Sponsor(s) may have and/or may be developing or commissioning materials and/or ideas similar or identical to your Submission. Participants waive any claims you may have against Sponsor(s) arising from any similarities to your Submission.

By entering, all registered participants acknowledge compliance with these Terms and Conditions, including all eligibility requirements, and each entrant warrants and represents that his or her entry is legal and lawful and meets all restrictions and requirements of these Terms and Conditions and all applicable law. In addition, by participating in the Event, each participant further (a) consents to Sponsor's use of his/her name, image, biographical details, likeness, and text of interviews or statements without additional compensation or opportunity for review by the entrant, unless prohibited by law, for promotional purposes throughout the universe in any media whatsoever now known or hereafter developed and (b) warrants that privileges of participation will be used only for lawful purposes and in compliance with any and all applicable law, regulation, policy, guidelines, and manufacturer instruction.

Sponsor reserves the right to suspend, cancel, or modify this Event at any time as determined by Sponsor in its sole discretion. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Terms and Conditions, including any ambiguities.

7. RELEASES: BY ENTERING THIS PROMOTION, YOU RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY SPONSOR(S) AND THEIR PARENT, SUBSIDIARY, AND AFFILIATED ENTITIES, EMPLOYEES, AND AGENTS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS PROMOTION FROM AND AGAINST ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH YOUR PARTICIPATION IN THE EVENT AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE/MIS-USE OF MATERIALS OR PRIVILEGES OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY EVENT-RELATED ACTIVITY. For the avoidance of doubt but without limiting the foregoing, entrants expressly release and agree to indemnify Sponsor, its parent, subsidiary, and affiliated entities from and against any claims (a) arising from a violation

of these rules or any of entrants' representations and warranties hereunder and (b) any claims that entrants' submission, participation, or use of data in connection with this Event violates the rights of any third party, including without limitation rights in intellectual property or privacy rights. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the Event materials, including the webpage, administration or execution of the Event, or in any announcement or notifications. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING THE SOFTWARE OR ANY OTHER MATERIALS PROVIDED IN CONNECTION WITH THE EVENT, AND SAS DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

8. **PRIVACY.** All personal information collected in connection with this promotion will be handled by SAS Institute Inc. and its affiliates ("SAS") in accordance with these Terms and Conditions and the SAS Privacy Statement, available at <http://www.sas.com/privacy>. By participating in this promotion, you agree to receive occasional emails from SAS about our products and services. You may opt out at any time by clicking the opt-out link in the emails or by contacting us directly at privacy@sas.com.
9. **SPONSOR:** This Competition is sponsored by SAS Institute Inc., SAS Campus Drive, Cary, North Carolina 27513, USA in cooperation with sponsoring entities identified on the Event registration page ("Sponsor(s)"). The names of the winners are available upon request by sending a written request and a self-addressed, stamped envelope for receipt at SAS within six (6) months of the Event to Peter Lundqvist, SAS Institute Inc., SAS Campus Drive, Cary, NC 27513.