VISIONARY INTERDISCIPLINARY TEAMS ADVANCING LEARNING PRIZE CHALLENGE
OFFICIAL RULES

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1. CHALLENGE OVERVIEW

The National Science Foundation ("NSF") and Digital Promise (together, the "Organizers"), present the Visionary Interdisciplinary Teams Advancing Learning Prize Challenge (the "VITAL Prize Challenge" or "Challenge"). The Challenge is funded by NSF, the Bill & Melinda Gates Foundation, Schmidt Futures, and the Walton Family Foundation, (together, the "Partners") and administered by Digital Promise. This document describes the Challenge and contains the official rules (these "Rules") for the Challenge. The Challenge is governed by these Rules. By submitting an application to enter the Challenge, each participant ("Participant") is deemed to have accepted these Rules and agreed to abide by them.

The VITAL Prize Challenge will focus on providing interdisciplinary teams the funding and training to build K-12 learning technology innovations at speed and scale for adoption nationwide. The Challenge will be comprised of four (4) progressive activities (Concept Paper, Discovery Round, Semi-Final Round, and Final Round). Teams applying to the VITAL Prize Challenge will submit an application to one (1) of three (3) K-12 technology translation tracks, depending on the anticipated application, end user, and area of impact: Rapid and Continuous Learning Assessment; Mathematical Literacy to Promote a Future STEM Workforce; or Other Innovations in Translational Learning Technologies. More details can be found in the NSF VITAL Dear Colleague Letter and on the Digital Promise VITAL Prize Challenge webpage.

Participating teams who progress through the VITAL Prize Challenge will be supported - through training, coaching, resources, and research and development (R&D) seed funding - to develop a marketable education technology prototype that can equitably impact learning. They will also simultaneously build capacities in entrepreneurship, research-based design, learner variability, inclusion, and equity in the education marketplace.

Winning teams will demonstrate a marketable technology prototype that can equitably impact learning in K-12 education and may receive over $300,000 in seed funding support and cash prizes.

2. CHALLENGE STRUCTURE

The Challenge is structured into three (3) rounds over approximately twelve (12) months. Table 1 displays the initial Challenge calendar ("Challenge Calendar").

Table 1: Challenge Calendar

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 16, 2023</td>
<td>Applications Open for Team Concept Paper Submission</td>
</tr>
<tr>
<td>March 19, 2023</td>
<td>Applications Close</td>
</tr>
<tr>
<td>April 11, 2023</td>
<td>Judging Complete and Participating Teams for the Discovery Round Announced [appx 100 teams; 30+ teams per track]</td>
</tr>
<tr>
<td>April 18, 2023 - June 15, 2023</td>
<td>Discovery Round Programming</td>
</tr>
<tr>
<td>July 14, 2023</td>
<td>Judging Complete and Semi-Final Round Participating Teams Announced [appx 54 teams; 18+ teams per track]</td>
</tr>
<tr>
<td>August 7, 2023 - October 16, 2023</td>
<td>Semi-Final Round Programming</td>
</tr>
</tbody>
</table>
### 2.1 TEAM APPLICATIONS (CONCEPT PAPER)

Teams with a research-based idea for an emerging technology that could serve K-12 students or contribute to more equitable learning systems should consider applying, if they meet the eligibility requirements stated in these Rules. Team members can come from any field (e.g., engineering, computer science, neuroscience, psychology, anthropology, economics), and need not have existing experience in education or technology. Team members can also be at any stage of their careers across academia, industry, or elsewhere (e.g., professors, students, researchers, teachers, computer scientists, product developers, early-stage entrepreneurs).

In order to participate in the VITAL Prize Challenge, teams will need at least one (1) individual team member with the capability to represent a concept and develop a prototype throughout the training and mentorship opportunities provided by the Challenge (read more on designating an Official Representative). Teams must be made up of at least two (2) individual team members, and must not exceed ten (10) individual team members. Individuals cannot be on multiple teams.

Any participant who registers or submits an entry (whether a private entity, or team or anyone acting on behalf of a private entity or team) to participate in this Challenge represents that they (including all members of their team) have read, understood, and agree to all terms and conditions of these Rules. This must be agreed to prior to the submission and review of any team application (Concept Paper).

Teams interested in applying will submit the initial application (Concept Paper) on the VITAL Prize Challenge website [https://www.vitalprize.org/](https://www.vitalprize.org/) (the “Challenge Website”) during the application window. Each application must align to one (1) of three (3) “Translational Learning Technology Tracks” (as defined herein) identified by Digital Promise, depending on the anticipated learning technology, end user, and area of impact:

1. Rapid and Continuous Learning Assessment: Advancing measures and tools that dramatically increase the speed and utility of student learning information for educators, students, and families.
2. Mathematical Literacy to Promote a Future STEM Workforce: Advancing a student’s capacity to employ fundamental critical thinking skills and quantitative reasoning in a variety of contexts.

The application must include brief responses to prompts that describe the innovation and potential translational learning technology applying teams hope to develop and demonstrate the team’s capacity to

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 16, 2023</td>
<td>Judging Complete and Final Round Participating Teams Announced [appx 18 teams; 6+ teams per track]</td>
</tr>
<tr>
<td>November 27, 2023 - January 29, 2024</td>
<td>Final Round Programming</td>
</tr>
<tr>
<td>February 13, 2024</td>
<td>Judging Complete and Winning Teams Announced</td>
</tr>
</tbody>
</table>

Note: The above dates are estimates only and are subject to change at any time in Digital Promise’s sole discretion.
achieve the goals of the VITAL Prize Challenge. A complete application must include the following information:

- Identification and a description of all team members, including their expertise;
- Designated Official Representative for the team;
- Any challenges the team foresees with regard to implementing the prototype;
- The team’s ability to meaningfully demonstrate capabilities in the timeline of the Challenge;
- A description of the proposed translational learning technology, focusing specifically on how the concept is a technically viable and innovative idea that is likely to fulfill a need and supports learning in the K-12 education;
- A description of how the prototype supports aspects of learner variability;
- An overview of the team’s commitment to equity and cited metrics and projections on the technology’s potential to fulfill a need for historically and systematically excluded learners;
- An overview of how the team might work with educators and other stakeholders in education; and
- The degree to which the team has the capacity to use lean, iterative, evidence-based design methods to refine an idea into a prototype.

Throughout the application phase, Digital Promise will host a series of webinars for all registered teams and teams considering registering for the Challenge. Digital Promise webinars will allow teams to get to know each other and also to receive important Challenge updates. Participation in these webinars, while not mandatory, is strongly encouraged.

A Judging Panel will review each application and the potential translational learning technologies outlined in the submission. Upon review, up to one hundred (100) teams, roughly split between each of the three (3) Translational Learning Technology Tracks (i.e., roughly thirty three (33) teams per track), will be selected and invited to participate in the “Discovery Round” phase.

### 2.2 CHALLENGE ROUNDS

Upon completion of the application (Concept Paper) phase, the Challenge embarks on three progressive (3) rounds of programming, judging, and team selection: Discovery, Semi-Final, and Final. During each of these rounds, teams will be asked to submit, within certain time periods, white papers, video footage, supporting documentation, and/or product prototypes that demonstrate the teams’ solutions in accordance with the Challenge criteria (each, a “submission”). Team submissions will be reviewed by an independent Judging Panel, which is responsible for making the final decisions on advancing teams from one (1) round of the Challenge to the next. Team submissions will be assessed in a way that maintains confidentiality as well as fair and equal consideration of all Challenge criteria, without favoring one (1) criterion over another unless explicitly specified.

**Discovery Round (April 2023 - June 2023)**

Participating teams will go through a brief orientation to concepts and activities they will develop during the Challenge before beginning the Discovery Round. The Discovery Round will be based on teachings from the NSF Innovation Corps (I-Corps™) program, which supports researchers and developers interested in entrepreneurial education and mentoring, with the goal of reducing the time it takes to bring technologies from the laboratory to the marketplace. Up to one hundred (100) teams will be selected for the Discovery
Round, roughly thirty-three (33) teams from each of the Transitional Learning Technology Tracks.

The I-Corps™ course provides participants with real-world, hands-on learning experience through customer discovery activities, which may include engaging with industry stakeholders – including potential customers, partners, and competitors.

During this round, teams will spend time interviewing commercial stakeholders and testing their concepts. Teams should assume an approximate effort of twenty (20) hours per week cumulatively across team members for the I-Corps™ program learning goals and associated development activities.

I-Corps™ Learning Team Expectations:
1. Participate in experiential learning opportunities to help determine whether a significant commercial need exists for their technology.
2. Engage in activities that will support them in articulating clear decisions regarding the commercial effort.
3. Develop a transition plan to move the technology forward to market

After the Discovery Round, teams will present their findings and customer discovery outcomes via an (8) eight-minute presentation that will be recorded, scored by I-Corps coaches, and presented to the Judging Panel. The Judging Panel will review these submissions and up to fifty-four (54) highly ranked teams, eighteen (18) from each of the Translational Learning Technology Tracks, will be selected to participate in a "Semi-Final Round".

Semi-Final Round (August 2023 - October 2023)

Each team, up to fifty-four (54) teams total, selected to advance to the Semi-Final Round will receive $20,000 in research and development seed funding to help offset costs associated with early solution development.

During the Semi-Final Round, teams will have approximately three (3) months to further develop their prototypes. Teams will be partnered with paid educator co-design mentors ("Mentors") to provide contextual and application-driven feedback as they further assess the feasibility of their proposed translational learning technology concept.

All teams will receive additional training focused on designing emerging technologies for learning, including in-depth training on educational equity, participatory design, and the science of learning and learner variability.

At the end of the Semi-Final Round, teams will be expected to be able to:
1. Provide evidence and cited metrics that the prototype is likely to fulfill a need and supports learning in K-12 education;
2. Articulate how the prototype is designed to support learner variability;
3. Articulate how their concept could support the needs of historically and systematically excluded learners;
4. Collaborate with teachers using participatory design practices sustainably over time to improve their products; and
5. Use lean, iterative, evidence-based design methods to improve the development of the prototype.
Teams, along with their educator Mentors, will be expected to make significant progress towards the design and feasibility of a minimum viable prototype ("MVP") during the Semi-Final Round. At the conclusion of the Semi-Final Round, teams will present their revised concept and/or initial prototype via the Challenge Website. The Judging Panel will review the submissions and select a subset of these teams to participate in the “Final Round” based on criteria below.

Final Round (November 2023 - January 2024)

Up to thirty-four (34) teams, roughly eleven (11) teams in each Translational Learning Technology Track, will be selected to advance to the Final Round. Each team selected to advance to the Final Round ("finalists") will receive an additional $50,000 in research and development seed funding to help offset costs associated with the development of the prototype. These finalists will continue their partnership with an educator Mentor in an effort to further develop and technically validate their learning technology MVP, and refine their prototypes for impact across the education marketplace. They will receive mentorship and support on developing their prototypes into market ready solutions that are well-placed to garner further support from investors, and can be further tested and scaled in inclusive and equitable ways. Teams, along with their educator Mentors, will be expected at the end of the Final Round to have developed an MVP that meets the following criteria.

The MVP must demonstrate how the prototype:
  ● Represents a marketable education technology prototype that is likely to fulfill a need and supports learning in K-12 education;
  ● Is designed to support learner variability;
  ● Is designed to support historically and systematically excluded learners;
  ● Has integrated findings from participatory design practices to improve their concept; and
  ● Has integrated findings from lean, iterative, evidence-based design methods.

Upon completion of the Final Round, the Judging Panel will then identify three (3) winning teams within each of the Transitional Learning Technology Tracks. These winning teams will present their MVP via a live “Pitch Session” to a panel composed of committee members, NSF staff, sponsoring Partner representatives, and private sector investors in learning technologies. The Judging Panel will then identify within each of the Transitional Learning Technology Tracks a first, second, and third prize-winning team. Partner representatives may provide input to the Judges but will not be voting members of the Judging Panel.

3. CRITERIA

The Judging Panel will use criteria to review applications and judge each round of the Challenge. The following criteria represent examples of the types of criteria the Judging Panel will apply. The final criteria for each round will be published on the Challenge Website before submissions for that round can be submitted.

Table 2: Application Criteria

<table>
<thead>
<tr>
<th>Team expertise</th>
<th>1- Does not meet standard</th>
<th>2</th>
<th>3</th>
<th>4 - Meets Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Represented a technically innovative concept and has market potential</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1- Does not meet standard</td>
<td>2</td>
<td>3</td>
<td>4 - Meets Standard</td>
<td></td>
</tr>
<tr>
<td>The concept is not technically innovative and has low potential for adoption in the market.</td>
<td>The concept has a variety of technical risks or has limited potential for adoption in the market.</td>
<td>The concept has minor technical risks or has some potential for adoption in the market.</td>
<td>The concept is technically innovative and has high potential for adoption in the market.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Potential to fulfill a need in K-12 education</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The concept is not relevant to K-12 education.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Potential to support learner variability of underserved learners</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The application does not describe how it may support learner variability or underserved learners.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participatory design practices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The team does not adequately describe an understanding of the underserved populations and contexts their concept is intended to serve, or show a commitment to work with underserved educators and learners as equal</td>
</tr>
</tbody>
</table>
partners in their prototype design.

and learners as equal partners in their prototype design.

partners in their prototype design.

Table 3: Discovery Round Criteria

**Deliverable: I-Corps 8 Minute Presentation**

<table>
<thead>
<tr>
<th></th>
<th>1- Does not meet standard</th>
<th>2</th>
<th>3</th>
<th>4 - Meets Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Team followed the process of customer discovery</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The team did not perform their interviews to understand the customer ecosystem.</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4 - Meets Standard</td>
</tr>
<tr>
<td>The team struggled with the interview process and was unable to locate and procure on-target interviews to the level of depth required.</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4 - Meets Standard</td>
</tr>
<tr>
<td>The team completed some good interviews but will need to continue the interview process to build out their understanding of the customer ecosystem.</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4 - Meets Standard</td>
</tr>
<tr>
<td>The team completed many interviews that were both on target and provided a deep understanding of the customer ecosystem.</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4 - Meets Standard</td>
</tr>
</tbody>
</table>

| **The team articulated the potential impact of their idea**      |                           |   |   |                   |
| The team did not clearly identify their potential impact on the education system. | 1 | 2 | 3 | 4 - Meets Standard |
| The team has solid information and ideas about their potential impact and how the data from interviews supports that but simply needs more work. | 1 | 2 | 3 | 4 - Meets Standard |
| The team clearly linked their customer discovery learning to potential impact measures. | 1 | 2 | 3 | 4 - Meets Standard |

| **Problem understanding**                                       |                           |   |   |                   |
| The team is still in the problem-finding stage of the process. Their interview process didn’t uncover an existing problem to solve. They may have a solution looking for a problem. | 1 | 2 | 3 | 4 - Meets Standard |
| The team has a strong hypothesis for a problem but doesn’t yet have enough data to show that the problem is real and current. | 1 | 2 | 3 | 4 - Meets Standard |
| The team has a stronger understanding of the problem based on evidence but is still understanding the customer ecosystem. | 1 | 2 | 3 | 4 - Meets Standard |
| The team clearly articulated a problem that they want to solve and they understand which parts of the customer ecosystem are users, buyers and decision-makers. | 1 | 2 | 3 | 4 - Meets Standard |

| **Business model**                                              |                           |   |   |                   |
| 1- Does not meet standard                                       | 1 | 2 | 3 | 4 - Meets Standard |
The team doesn’t have a business model hypothesis. They are still in the search phase.

The business model is beginning to emerge from the team’s presentation but may suffer from desirability, feasibility, or viability issues.

The team expressed a good hypothetical business model but needs to do more work to understand the model in more depth.

The team presented a coherent business model based on their interviews and hypotheses about desirability, feasibility, and viability.

---

### Next steps

<table>
<thead>
<tr>
<th>1- Does not meet standard</th>
<th>2</th>
<th>3</th>
<th>4 - Meets Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>The team has not been able to advance past the idea phase and may need to restart the process. Or, the team has unrealistic expectations of how to become successful.</td>
<td>The team encountered setbacks during the program and is working diligently to overcome them. They have a solid hypothesis about their next steps to achieve more data to support it.</td>
<td>The team has data, a sense of their business, and potential impact but needs to work on understanding the critical resources they require to proceed.</td>
<td>The team is aware of their current situation and what they must do to continue to make progress. They have both short and long-term milestones defined and an understanding of the resources they need.</td>
</tr>
</tbody>
</table>

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### Table 4: Semi-Final Round Criteria

**Deliverable: Revised Concept or Initial Prototype**

<table>
<thead>
<tr>
<th><strong>Fulfills a need and can support learning in K12 education</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The submission does not provide clear goals for impacting learners or other stakeholders in K12 education</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Supports learner variability</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The concept does not show support for learner variability</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Supports underserved learners</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The concept does not show support for learner variability</td>
</tr>
</tbody>
</table>
The team has not integrated evidence on how the prototype is likely to support underserved learners

<table>
<thead>
<tr>
<th>Participatory design practices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The submission does not show sufficient evidence of using or engaging in participatory design.</td>
</tr>
<tr>
<td>The submission provides limited evidence of basic participatory design practices with educators, or shows little changes to their prototype design as a result.</td>
</tr>
<tr>
<td>The submission provides evidence of some participatory design practices with educators or other stakeholders, and shows some ways these practices have improved their prototype.</td>
</tr>
<tr>
<td>The submission provides evidence of strong participatory design practices with educators and other stakeholders, and shows how these practices have improved their prototype.</td>
</tr>
</tbody>
</table>

Table 5: Final Round Criteria

**Deliverables: Minimum Viable Prototype and Pitch**

<table>
<thead>
<tr>
<th>Product-market fit and fulfills a need</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The submission represents a minimum viable prototype, but does not demonstrate potential for market adoption or evidence of product-market fit.</td>
</tr>
<tr>
<td>The submission represents a minimum viable prototype that has limited potential for market adoption or evidence of product-market fit.</td>
</tr>
<tr>
<td>The submission represents a minimum viable prototype that is market testable and has reasonable potential for market adoption and evidence of product-market fit.</td>
</tr>
<tr>
<td>The submission represents a minimum viable prototype that is market testable and has strong potential for market adoption and evidence of product-market fit. The submission also demonstrates strong alignment to the intended goals for impacting learners or other education stakeholders.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Improves student learning</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Does not meet standard</td>
</tr>
<tr>
<td>The prototype has limited potential to impact teaching and learning</td>
</tr>
<tr>
<td>The prototype has some potential to impact teaching and learning</td>
</tr>
<tr>
<td>The prototype has the potential to meaningfully impact teaching and learning for underserved learners and contexts</td>
</tr>
<tr>
<td>The prototype has strong potential to transformationally impact teaching and learning for underserved learners and contexts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Uses participatory and evidence-based design practices</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
</tr>
</tbody>
</table>

10
<table>
<thead>
<tr>
<th>1- Does not meet standard</th>
<th>2</th>
<th>3</th>
<th>4 - Meets Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>The submission does not represent a minimum viable prototype with plans for future collection of feedback</td>
<td>The submission represents a minimum viable prototype that provides a limited plan for future collection of feedback</td>
<td>The submission represents a minimum viable prototype that provides a basic plan for feedback loops to guide future development</td>
<td>The submission represents a minimum viable prototype that provides a plan for participatory and evidence-based feedback loops to guide future development</td>
</tr>
</tbody>
</table>

**Demonstrates functioning market testable prototype**

<table>
<thead>
<tr>
<th>1- Does not meet standard</th>
<th>2</th>
<th>3</th>
<th>4 - Meets Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>The team does not have the capacities or business plan to productize the prototype and take it to market</td>
<td>The team has some capacities and a limited business plan to productize the prototype and take it to market</td>
<td>The team has many key capacities and a business plan to successfully productize the prototype and take it to market</td>
<td>The team has strong key capacities and a clear business plan to successfully productize the prototype and take it to market</td>
</tr>
</tbody>
</table>

---

### 4. PRIZES

**DISCOVERY ROUND PRIZES**

During the Discovery Round, up to one hundred (100) teams will receive in-kind training and support.

**SEMI-FINAL ROUND PRIZES**

During the Semi-Final Round, up to fifty-four (54) teams will receive $20,000 in seed funding to be used towards research & development ("R&D") activities associated with the Challenge. Educator Mentors will also receive a $15,000 stipend during this round to support the team.

**FINAL ROUND PRIZES**

During the Final Round, up to eighteen (18) teams will receive an additional $50,000 in seed funding to be used towards development and commercialization activities associated with the Challenge. Educator Mentors will also receive a $10,000 stipend during this round.

**GRAND PRIZE**

At the conclusion of the Challenge, three (3) teams from each Transitional Learning Technology Track will receive final prize winnings of up to $250,000 per team.
Table 6: Prizes and Mentorship Stipends

<table>
<thead>
<tr>
<th>Phase/Prize</th>
<th>Number of Teams</th>
<th>Seed Funding/Prize Per Team</th>
<th>Mentor Stipend Per Team</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discovery Round</td>
<td>100</td>
<td>In-Kind Training &amp; Support</td>
<td>In-Kind Training &amp; Support</td>
</tr>
<tr>
<td>Semi-Final Round</td>
<td>54</td>
<td>$20,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>Final Round</td>
<td>18</td>
<td>$50,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>First Place Prize</td>
<td>3</td>
<td>$250,000</td>
<td>$0</td>
</tr>
<tr>
<td>Second Place Prize</td>
<td>3</td>
<td>$150,000</td>
<td>$0</td>
</tr>
<tr>
<td>Third Place Prize</td>
<td>3</td>
<td>$100,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

5. ROLES AND RESPONSIBILITIES

JUDGING PANEL

A. SELECTION OF JUDGES. The Challenge's judging panel will be composed of impartial judges ("Judges") with relevant subject matter and technical expertise ("Judging Panel").

B. INDEPENDENT JUDGING PANEL. No Judge, nor any member of Judge’s immediate family, shall participate, nor have any personal, familial, financial or other material interest, or be an employee, officer, director, or agent of, the VITAL Prize Challenge, the Organizer(s), the Bill & Melinda Gates Foundation, Schmidt Futures, the Walton Family Foundation, or any team, team member, or registered participant. All members of the Judging Panel shall promptly disclose to Digital Promise any such current, former, or expected future conflict of interest with the VITAL Prize Challenge, the sponsor, and/or any team or team member.

C. NO OUTSIDE ENGAGEMENT BETWEEN JUDGES AND PARTICIPANTS
Participants shall not engage in any communications with any member of the Judging Panel about the Challenge outside of communication channels and events officially facilitated by the Organizers and shall not attempt to coerce or improperly influence any Judge or obtain non-public information about the judging process or other aspects of the Challenge. Any Participant whom the Organizers know or suspect has attempted to do any of the above may be disqualified by the Organizers in their sole discretion.

D. ROLE OF JUDGING PANEL. The duties and responsibilities of the Judging Panel will include, but are not limited to: (i) evaluating teams’ compliance with the Challenge criteria and Rules; and (ii) the selection of teams that will proceed to each subsequent round of the Challenge.

E. GROUNDS FOR JUDGING PANEL DECISIONS. Official decisions made by the Judging Panel will be approved by a majority of the Judges that vote on each such decision. If any vote of the Judges results in a tie, then Digital Promise shall determine, in its sole and absolute discretion, the mechanism to settle the tie. Similarly, if one or more teams are tied at any phase during the Challenge, Digital Promise shall have the sole and absolute discretion to settle the tie.
F. DECISIONS OF JUDGING PANEL ARE FINAL. The Judging Panel shall have sole and absolute discretion: (i) to allocate duties among the Judges; (ii) to determine the degree of accuracy and error rate that is acceptable to the Judging Panel for all Challenge calculations, measurements, and results, where not specified in the Rules; (iii) to determine the methodology used by the Judging Panel to render its decisions; (iv) to declare the winners of the Challenge; and (v) to award the prize purses and other awards, in each case subject to Digital Promise’s authority to settle ties and resolve disputes as described in these Rules. Decisions of the Judging Panel shall be binding on the teams, and each team member or registered participant. The teams agree not to dispute any decision or ruling of the Judging Panel or the Organizers, including decisions regarding the degree of accuracy or error rate of any Challenge calculations, measurements, and results. Teams shall have no right to observe or to be informed of other teams’ evaluation, unless such information is made publicly available by the Organizers.

6. GENERAL SUBMISSION REQUIREMENTS

In order for submissions to be eligible for review, recognition, and funding, all participating teams Participants must meet the following requirements:

- Deadline - The submission must be available for evaluation by the applicable deadline date noted in these Rules or on the Challenge Website.
- No Organizers’ or Partners’ logo use – The submission must not use any of the Organizers’ or Partners’ logos or official seals and must not claim or imply the endorsement of any Organizer or Partner.
- Each submission must be wholly the original work of the Participant, and must not infringe, misappropriate, or otherwise violate any intellectual property rights, privacy rights, or any other rights of any person or entity.
- Each Participant's submission must be solely owned by the Participant, and no other party may have any ownership rights or ownership interest in the submission. The Participant must disclose if they are subject to any obligation to assign intellectual property rights to parties other than the Participant and/or must disclose if the Participant is licensing or, through any other legal instrument, utilizing intellectual property of another party. Additionally, the Participant must disclose if has made use of any third-party resources for the purposes of preparing any submission (e.g., lab equipment, facilities, research).
- Each submission must be in English.

Submissions will not be accepted if they contain any matter that, in the sole discretion of the Organizers, is indecent, obscene, defamatory, libelous, disparaging, threatening, or in bad taste; demonstrates a lack of respect for public morals or conduct; promotes discrimination in any form; or adversely affects the reputation of the Organizers or Partners. The Organizers shall have the right to remove any content from the Challenge Website in its sole discretion at any time and for any reason, including, but not limited to, any online comment or posting related to the Challenge.

If the Organizers, in their sole discretion, find any submission to be unacceptable, then such submission shall be deemed disqualified.
7. NO ENDORSEMENT

Nothing in these Rules grants any Participant a right or license to use any names or logos of Digital Promise, NSF, the Bill & Melinda Gates Foundation, Schmidt Futures, the Walton Family Foundation, or any other federal department, agency, or entity, or to use any other intellectual property or proprietary rights of Digital Promise, NSF, the Bill & Melinda Gates Foundation, Schmidt Futures, the Walton Family Foundation, any other federal department, agency, or entity, or their employees or contractors.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 VERIFICATION OF WINNERS

ALL POTENTIAL CHALLENGE WINNERS WILL BE SUBJECT TO VERIFICATION OF IDENTITY, ELIGIBILITY, QUALIFICATIONS AND ROLE IN THE CREATION OF THE SUBMISSION BY THE ORGANIZERS.

Participants (as defined herein) shall comply with all terms and conditions of the Rules. Winning a prize is contingent upon fulfilling all requirements contained herein. The potential winners will be notified by email, telephone, or mail after the date of winning results. Each potential winner of a monetary or non-monetary prize will be required to sign and return to the NSF, which will disburse the award on behalf of the Organizers, within ten (10) calendar days of the date the notice is sent, a Fast Start Direct Deposit Form (NSF Form 1379) and a Contestant Eligibility Verification and Release form in order to claim the prize.

In the sole discretion of the Organizers, a potential winner will be deemed ineligible to win if: (i) the person/entity cannot be contacted; (ii) the person/entity fails to sign and return an Fast Start Direct Deposit Form (NSF Form 1379) and a Contestant Eligibility Verification and Release form within the required time period stated above; (iii) the prize or prize notification is returned as undeliverable; or (iv) the submission or person/entity is disqualified for any other reason. In the event that a potential or announced winner is found to be ineligible or is disqualified for any reason, the Organizers in their sole discretion, may award the prize to another Participant.

8.2 ELIGIBILITY REQUIREMENTS

A Participant (whether a team, or private entity (each, as defined below)) must have registered to participate and complied with all of the requirements under Section 105 of the America COMPETES Reauthorization Act of 2010 (Pub. L. No. 111-358), as amended by Section 401 of the American Innovation and Competitiveness Act of 2016 (Pub. L. No. 114-329) and codified in 15 U.S.C. § 3719 (hereinafter “America COMPETES Act” or “15 U.S.C. § 3719”) as contained herein.

A Participant who registers or submits an entry (whether a private entity, or team or anyone acting on behalf of a private entity or team) to participate in this Challenge represents that they have read, understood, and agree to all terms and conditions of these Rules.

To be eligible to win a cash prize, a Participant must register as a private entity, or team, as defined below:

- “individual”: a person who has reached at least the age of majority in their relevant jurisdiction (aged eighteen (18) in most U.S. states) at time of entry into the Challenge and a U.S. citizen or permanent resident of the United States or its territories.
For all Participants, general eligibility requirements include:

- Participants may not be a federal entity or federal employee acting within the scope of their employment.
- Participants may not be a Digital Promise or NSF employee.
- Non-Digital Promise or non-NSF federal employees acting in their personal capacities should consult with their respective agency ethics officials to determine whether their participation in this Challenge is permissible. A Participant shall not be deemed ineligible because the team or private entity used federal facilities or consulted with federal employees during this Challenge if the federal employees and facilities are made available to all contestants on an equitable basis.
- Participants may not be a Digital Promise or NSF contractor or associate, or private entity providing services to Digital Promise or NSF acting within the scope of their contract, employment, or funding or acquisition agreement with Digital Promise or NSF which would involve the use of Digital Promise or NSF funding to support a Participant’s participation in the Challenge.
- Participants may not be working with Digital Promise or NSF as a Cooperative Research and Development Agreement (“CRADA”) collaborator if the statement of work of the CRADA includes the subject matter of the Challenge or if the CRADA provides the Participant with a competitive advantage.
- Participants may not be teams or private entities that provide program support services to Digital Promise or NSF including strategic planning, project / program management, communications, reporting, program evaluation, or other similar services to Digital Promise or NSF.
- Individuals who are former Digital Promise or NSF federal employees or Digital Promise or NSF associates are not eligible to enter as a member of a team for three hundred sixty five (365) days from their last date of paid employment or association with Digital Promise or NSF with the exception of individuals in a student internship, experiential learning, or similar temporary employment status.
- Any individuals (including an individual’s parent, spouse, or child) or Private Entities involved with the design, production, execution, distribution or evaluation of the Challenge (including any Judge, Mentor, or Reviewing Party or employee of any of them) are not eligible to enter.
- Employees of the Bill & Melinda Gates Foundation, Schmidt Futures, and the Walton Family Foundation are not eligible to enter.
- A Participant (whether participating as an individual, private entity, or member of a team) must not have been convicted of a felony criminal violation under any federal law within the preceding twenty-four (24) months and must not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- Participants must not be suspended, debarred, or otherwise excluded from doing business with the U.S. federal government.
● Individuals currently receiving Digital Promise or NSF funding through a grant or cooperative agreement are eligible to compete but may not utilize the Digital Promise or NSF funding for competing in this Challenge.
● Previous and current Digital Promise or NSF prize challenge participants are eligible to enter in this Challenge.

Multiple Individuals and/or private entities may collaborate as a team to submit a single submission. The number of individual team members should not exceed ten (10) individuals.

8.3 ALL PARTICIPANTS MUST DESIGNATE AN OFFICIAL REPRESENTATIVE

At the time of entry, all Participants must designate one (1) individual to serve as their “Official Representative”, and one (1) individual to serve as an alternate to assume the role and requirements of the Official Representative if, and only if, the first individual has resigned from their role as Official Representative or has failed to respond to Organizers’ communications for a period of thirty (30) consecutive days. The Official Representative will be the only individual with the authority to officially interact and communicate with the Organizers regarding the Participant-created materials, completion of tasks as part of the Challenge, signing official documentation related to the Challenge, providing information to process prize payments, and any other administrative requests related to the Challenge.

The eligibility of a Participant is determined by the Participant’s registration status (individual, private entity or team) as defined above – the Official Representative does not determine the Participant’s eligibility.

● For individual Participants, by default the Official Representative must be the individual.
● For private entity Participants, the Official Representative can be any individual designated by the private entity.
● For team participants
  ○ If the team is composed of individuals, the Official Representative must be a team member who individually meets the eligibility requirements for an individual.
  ○ If the team is composed of private entities, the Official Representative can be any individual designated by the private entity leading the team.
  ○ If the team is composed of a mix of Individuals and private entities, the Official Representative, designated by the team, can be any qualified individual meeting the requirements of an individual or member of a private entity.

The Official Representative will be authorized to interact with the Organizers and be responsible for meeting all entry, evaluation, and administrative requirements of the Challenge.

If in the event a Participant decides to withdraw their submission from consideration, the Official Representative must notify the Organizers in writing of their decision.

If a Participant (whether a private entity, or team) is selected as a prize winner, NSF will award a single dollar amount to the account named in the Fast Start Direct Deposit Form (NSF Form 1379) standard form.
by the Official Representative. The named account must belong to an individual or private entity.

On behalf of the team, the Official Representative shall be solely responsible for allocating any prize amount among the members of the team. The Organizers will not arbitrate, intervene, advise on, or resolve any disputes between individual team members. The Organizers have no liability for any such matters.

8.4 WINNERS NOT ELIGIBLE FOR CASH PRIZES

Winners who are found to be ineligible for cash prizes may still be publicly recognized. In the event that the prize award normally allotted to the place or rank of an ineligible winner occurs, the cash prize will be awarded to the next eligible winner in the series or ranking. Throughout the Challenge, winners who are ineligible for cash prizes will continue to have opportunities to have their work viewed and appreciated by stakeholders from industry, government and academic communities.

8.5 SUBMISSION & INTELLECTUAL PROPERTY RIGHTS

Except as otherwise provided for herein, any applicable intellectual property rights to a submission will remain with the Participant. By participating in the Challenge, the Participant is not granting any rights in any patents, pending patent applications, or copyrights related to the technology described in the entry.

**Rights Granted to Reviewing Parties**

By submitting an entry to any phase of the Challenge, the Participant is granting any parties acting on their behalf, including the Organizers (including their contractors), and Judges ("Reviewing Parties") certain limited rights as set forth below.

- The Participant grants to the Reviewing Parties the right to review the submission, to describe the submission in any materials created in connection with this Challenge, to screen and evaluate the submission, and to have the Judges, Challenge administrators, and the designees of any of them, review the submission. The Participant also grants the Organizers the right to publicize the Participant’s name, city and state of residence, photo, prize information, and, as applicable, the names of Participant’s team members and/or organization that participated in the submission in connection with the Challenge, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission.
- The Participant grants to the Organizers the right to name the Participant as a Participant and to use the Participant’s name and the name and/or logo of Participant’s company or institution (if the Challenge entry is from a private entity) on the Challenge Website and in materials from the Organizers that announce the winners, finalists, or Participants in the Challenge. Other than the uses set forth herein, the Participant does not grant to any of the Reviewing Parties any right to the Participant’s trademarks.

In the event of any conflict between the rights granted pursuant to these Rules and the terms of use of any third-party administrator of the Challenge (i.e., Digital Promise), these Rules are controlling.

**Rights in Data Generated by the Reviewing Parties**

Any data or other documentation generated in the evaluation of Participant’s submissions is the property of NSF. The Participants, reviewers, and Judges involved in the evaluation acknowledge and agree that NSF
will own this evaluation data and documentation, and shall have the right to maintain, use, disclose, and dispose of such materials as authorized or required by applicable Federal law, regulation, order, policy, and these rules. See Section 8.15 below.

8.6 WARRANTIES

By submitting an application or other submission as described in these Rules, each Participant represents and warrants that:

- the Participant is the sole author, copyright owner, and owner of all other intellectual property and publicity rights applicable to the submission (including both the information and materials submitted and the underlying technology/method/idea/treatment protocol/solution described in the submission), and the submission is an original work of the Participant;
- the submission, and any use thereof as provided in these Rules, does not and will not infringe upon, misappropriate, or otherwise violate any copyright, patent, trade secret, trademark, industrial design, or other intellectual property rights, publicity rights, privacy rights, or any other rights of any nature, of any individual or entity;
- the submission, and any use thereof as provided in these Rules, is not and will not be defamatory or libelous in any manner toward any person;
- all information submitted is true and complete to the best of the Participant's knowledge;
- the Participant has the right and authority to submit the submission on the Participant's own behalf and on behalf of all other individuals and entities composing Participant or Participant's team;
- the submission does not contain confidential information or trade secrets (the Participant’s or anyone else’s);
- does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- does not and will not violate any applicable federal, state, or local statute, ordinance, rule, or regulation, order, treaty, or other law (each, a “Law”), including, without limitation, United States export Laws, including but not limited to, the International Traffic in Arms Regulations and the Department of Commerce Export Regulations; and
- does not trigger any reporting or royalty or other obligation to any third party.

8.7 SUBMISSIONS CONTAINING CONFIDENTIAL INFORMATION

By making a submission to this Challenge, each Participant agrees that no part of its submission includes any trade secret information, ideas or products, including but not limited to information, ideas, or products within the scope of the Trade Secrets Act, 18 U.S.C. § 1905, except for the semi-final and final round submissions where portions of the submissions, if any, that the Participant has designated and specifically marked as “confidential,” which must be accompanied by a signed statement by the Participant explaining the reason for such designation. Submissions containing blanket designations of confidentiality, or that fail to include the required statement, may not be accepted. Portions properly designated and marked as “confidential” shall be protected and disclosed by the Organizers only in accordance with applicable Federal law. All other portions of submissions that are not properly designated and marked as “confidential” shall be deemed non-confidential. Since the Organizers do not intend to receive or hold any submitted materials “in confidence,” other than portions, if any, properly designated and marked as “confidential,” the Participant agrees that, with respect to the Participant’s entry, no confidential or fiduciary relationship or obligation of secrecy is established between the Organizers and the Participant, the
Participant’s team, or the private entity that the Participant represents when submitting an entry, or any other person or entity associated with any part of the Participant’s entry, as to any portion of the Participant’s submission that is not designated and marked as “confidential” and accompanied by the signed statement as described in this paragraph.

8.8 CONFIDENTIALITY OF CHALLENGE RESULTS

Participants agree that the Challenge results (including, without limitation, the teams selected to advance to future rounds and the Winners (as defined herein)), until publicly announced by the Organizers, are the confidential information of the Organizers. To the extent, if any, that this information is disclosed to Participants, such Participants shall keep confidential and not publish or otherwise disclose and not use such confidential information for any purpose before such public announcement.

8.9 NO OBLIGATION OF FUNDS

This document outlines the Rules for the VITAL Prize Challenge. Nothing within this document or in any documents supporting the Challenge shall be construed as obligating the Digital Promise, NSF, or any other federal agency or instrumentality to any expenditure of appropriated funds, or any obligation or expenditure of funds in excess of or in advance of available appropriations.

8.10 CHALLENGE SUBJECT TO APPLICABLE LAW

All phases of the Challenge are subject to all applicable Laws. Participation constitutes each Participant's full and unconditional agreement to these Rules and administrative decisions, which are final and binding in all matters related to the Challenge. 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, including, but not limited to, payment of tax obligations on the amount of monetary awards, if any. See section 9.12 below. Participants are responsible for checking applicable Laws in their jurisdiction(s) before participating in the Challenge to ensure that their participation is legal. The Organizers shall not, by virtue of conducting this Challenge, be responsible for compliance by Participants with federal Law including licensing, export control, and nonproliferation Laws or with state Laws. 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.

The Challenge Website may be subject to Terms of Use or additional terms and conditions as stated on the Challenge Website. Participants’ use of the Challenge Website is subject to all such terms and conditions. In the event of a conflict between these Rules and those terms and conditions, these Rules will prevail and govern.

8.11 RESOLUTION OF DISPUTES

The Organizers are solely responsible for administrative decisions, which are final and binding in all matters related to the Challenge.

In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the Participant. The “authorized account holder” is the natural person or
legal entity assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Participants and potential winners may be required to show proof of being the authorized account holder.

[Except where prohibited, each Participant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with these Rules, the Challenge, or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the state and/or federal courts located in the District of Columbia; (ii) any and all claims made by any Participant, and any and all judgments and awards in favor of the Participant, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Challenge, but in no event attorneys' fees; and (iii) under no circumstances will any Participant be permitted to obtain awards for, and each Participant 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 disputes concerning the Challenge, the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of each Participant and the Organizers in connection with these Rules or the Challenge shall be governed by, and construed in accordance with, the Laws of the District of Columbia and applicable United States federal Law, without giving effect to any choice of law or conflict of law rules that would cause the application of the Laws of any other jurisdiction.]

8.12 PUBLICITY

The winners of these prizes (each a “Winner” and, collectively, the “Winners”) will be featured on the Challenge website, the Organizers’ websites, newsletters, social media, and other outreach materials of the Organizers and any other parties acting on their behalf.

Except where prohibited by Law, participation in the Challenge constitutes each Winner's consent to the Organizers', their agents', and any Challenge Partners' use of each Winner's name, likeness, photograph, voice, opinions, and/or hometown and state information for promotional purposes through any form of media, worldwide, without further permission, payment or consideration.

8.13 PAYMENTS

Participants will receive payments for research and development funds and mentor stipends directly from Digital Promise, and the Winners will be paid prizes directly from the NSF. Prior to payment, winners will be required to verify eligibility. The verification process includes providing the full legal name, tax identification number or social security number, routing number and banking account to which the prize money can be deposited directly.

All funds, stipends and cash prizes awarded to Participants are subject to tax liabilities, and the Organizers will not perform any tax withholding on behalf of the Participant when disbursing a case prize to that Participant. For the avoidance of doubt, any and all fees and taxes incurred in the processing, transfer, allocation, currency exchange, delivery or receipt of payment of a prize to a Participant will be the sole responsibility of the Participant.

Neither participation in the Challenge nor the awarding of prizes in the Challenge is intended to, nor shall be deemed to, create any employment or similar contract or relationship between any of the Organizers and any Participant.
8.14 LIABILITY AND INSURANCE

Any and all information provided by or obtained from the Organizers, the federal government and/or this Challenge’s third-party data providers is provided “AS-IS” and without any warranty or representation whatsoever, including but not limited to its suitability for any particular purpose. Upon registration, all Participants agree to assume and, thereby, have assumed any and all risks of injury or loss in connection with or in any way arising from participation in this Challenge, development of any application or the use of any application by the Participants or any third-party. Upon registration, except in the case of willful misconduct, all Participants agree to and, thereby, do waive and release any and all claims or causes of action against the Judging Panel, the Partners, the Mentors, the Organizers, the federal government and its and their officers, employees and agents for any and all injury and damage of any nature whatsoever (whether existing or thereafter arising, whether direct, indirect, or consequential and whether foreseeable or not), arising from their participation in the Challenge or receipt or use of any prize, whether the claim or cause of action arises under contract or tort. Upon registration, all Participants agree to and, thereby, shall indemnify and hold harmless the Judging Panel, the Partners, the Mentors, Organizers, the federal government and its and their officers, employees, and agents for any and all injury and damage of any nature whatsoever (whether existing or thereafter arising, whether direct, indirect, or consequential and whether foreseeable or not), including but not limited to any damage that may result from a virus, malware, etc., to an Organizer or Government computer systems or data, or to the systems or data of end-users of the software and/or application(s) which results, in whole or in part, from the fault, negligence, or wrongful act or omission of the Participants or Participants' officers, employees or agents.

Participants are not required to obtain liability insurance for this Challenge.

8.15 RECORDS RETENTION AND FOIA

All materials submitted to the Organizers as part of a submission become official records and cannot be returned. As noted earlier, by making a submission to this Challenge, each Participant agrees that no part of its submission includes any confidential or trade secret information, ideas or products, and all submissions shall be deemed non-proprietary, except as provided in Section 8.7. The Organizers reserve the right to reject and deem ineligible for consideration any information that is not properly designated and marked as confidential, whether at the time of submission or otherwise, as provided in Section 8.7. Submitters may be notified of any Freedom of Information Act (“FOIA”) requests for their submissions, to the extent the information is not already made public in this Challenge or otherwise, in accordance with applicable FOIA rules.

8.16 PRIVACY ADVISORY

The Challenge Website is hosted by Digital Promise, under contract to NSF. To review Digital Promise’s privacy policy see https://digitalpromise.org/wp-content/uploads/2018/05/Final-Digital-Promise-Privacy-Policy-3-27-18-1.pdf. To review NSF’s privacy policy, see https://www.nsf.gov/policies/privacy.jsp. The solicitation and collection of Participants’ personal or individually identifiable information (e.g., registration) is subject to the hosts’ privacy and security policies and will not be disclosed or shared, except as provided in those policies and in these Rules. Challenge winners shall be required to provide additional personally identifiable information to NSF in order to collect an award. Participants hereby consent to the use of any and all personal information collected by the Organizers (including without limitation, an entrant’s name, biographical data, and city and state/province of residence) for the administration of the Challenge as described in these Rules.
8.17 GENERAL CONDITIONS


The Organizers reserve the right to cancel, suspend, and/or modify the Challenge, or any part of it, if any fraud, technical failures, or any other factor beyond the Organizers’ reasonable control impairs the integrity or proper functioning of the Challenge, as determined by the Organizers in their sole discretion. The Organizers shall not be responsible for, nor shall be required to count or consider, incomplete, late, misdirected, damaged, unlawful, or illicit submissions, including those secured through payment or achieved through automated means.

The Organizers reserve the right in their sole discretion to extend or modify the dates of the Challenge, and to change the terms set forth herein governing any phases taking place after the effective date of any such change. By entering, each Participant agrees to the terms set forth herein and to all decisions of the Organizers and/or all of their respective agents, which are final and binding in all respects. The Organizers will post changes to these Rules on the Challenge Website. Participants continued participation in the Challenge after the date any changes are posted will be deemed to be acceptance of the updates.

ALL DECISIONS BY THE ORGANIZERS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE THE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

8.18 SOCIAL MEDIA PLATFORMS

The Challenge may be advertised on or accessed through one or more social media platforms, such as YouTube, Facebook, Instagram, or Twitter. However, the Challenge is in no way sponsored, endorsed, or administered by, or associated with, any such platforms. Participants agree to comply with all terms and policies governing such platforms in connection with the Challenge.

9. POINT OF CONTACT

For questions about the Challenge, please contact VITALPrize@digitalpromise.org.

To obtain written notice of the Winners of the Challenge, send a self-addressed stamped envelope (Vermont residents may omit the return postage) to Digital Promise, 1001 Connecticut Ave, NW, Suite 830, Washington, D.C. 20036. All such requests must be received no later than six (6) months after the announcement of the Winners.

I understand that the Challenge Website is hosted by a private entity and is not a service of Digital Promise or NSF. The solicitation and collection of personally identifiable information is subject to the host’s privacy
and security policies. Personally identifiable information collected on the Challenge Website may be shared with NSF for prize payment purposes only, and only for Winners of the Challenge.

I acknowledge that I have read the NSF privacy policy and the Digital Promise data privacy and terms of use policies and understand that all data, except that expressly marked for government use, is subject to these NSF and Digital Promise policies. I further agree not to hold the Organizers or the U.S. Government liable for the protection, use, or retention of any information submitted through the Challenge Website.

I acknowledge that any contribution that I post to the Challenge Website will be considered non-confidential and non-proprietary. By posting to or otherwise providing any contribution on the Challenge Website, I hereby grant to Digital Promise and their affiliates and service providers, and each of my and their respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose, except as otherwise stated explicitly in these Rules.

This information is being collected under the authority of the AMERICA Competes Act and the NSF act of 1950, as amended, for purposes of this prize challenge, to register and verify eligibility of participants, to review and evaluate their entries, to make prize determinations and awards of prizes, to prepare required reports, and for other challenge program administrative purposes. Challenge submissions (entries) may be shared with the challenge organizers, their contractors, and reviewers, and other information will be used or disclosed as described in the challenge rules and guidelines. Information about individuals, if maintained in an agency system of records and retrieved by the individual’s name or other personally assigned identifier, shall be protected by the privacy act of 1974 and routinely used and disclosed only in accordance with that Act. See NSF-12 (Fellowships and Other Awards). This information collection form is voluntary, but failure to provide the requested information may make your challenge entry incomplete or otherwise render you or your team, if applicable, ineligible to participate or receive a prize award. (Paperwork reduction act: OMB Control No. 3145-0023).

By pressing I agree, I acknowledge that I have read, understood, and accept all of the VITAL Prize Challenge Rules, terms and conditions expressed here.