

**2<sup>nd</sup> Annual HP HBCU BUSINESS CHALLENGE  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**TO BE CONSIDERED A RECIPIENT OF ANY PRIZE, INDIVIDUAL TEAM MEMBERS MUST PARTICIPATE IN THE VIRTUAL PRESENTATION(S) WITH HIS/HER/THEIR TEAM. TEAMS MAY NOT ADD OR SUBSTITUTE TEAM MEMBERS ONCE A TEAM IS REGISTERED. PLEASE REVIEW THESE OFFICIAL RULES FOR ALL CONTEST DEFINITIONS AND DETAILS.**

**PLEASE CAREFULLY READ THESE OFFICIAL RULES BEFORE PARTICIPATING IN THIS CONTEST. BY PARTICIPATING, TEAMS AND THEIR SCHOOLS AGREE TO THESE OFFICIAL RULES AND DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS.**

**1. ELIGIBILITY:** The HP HBCU Business Challenge (“Contest”) is open only to groups of three (3) and up to five (5) eligible participants (each a “Team”). Each eligible participant of a Team (“Team Member”) must be a legal resident of the fifty (50) United States or the District of Columbia, who is (a) physically located within the fifty (50) United States or the District of Columbia; (b) eighteen (18) years of age (nineteen [19] in AL or NE) or older; (c) enrolled at the time of entry as a full-time student (undergraduate or graduate) at an eligible School (defined below); (d) planning to be enrolled as a full-time student in the Fall of 2019 at an accredited university or college; and (e) in good academic standing at their School at the time of entry. A school must be a member school in the National Historically Black College and University (“HBCU”) Business Deans Roundtable and eligible to participate, as determined by Sponsor, in Sponsor’s sole discretion (a “School”) throughout the Contest Entry Period (defined in Section 3). **Limit one (1) Team per School.**

If a Team Member (a) has been convicted of a felony or has felony charges pending against him or her; (b) has been convicted of any crime (felony or misdemeanor) that, Sponsor determines in its sole discretion, involves drugs or alcohol, sexual, racial or other harassment, domestic violence, or child endangerment or has charges of such crime pending against him or her; (c) has an outstanding arrest warrant (felony or misdemeanor) against him or her; or (d) is subject to a restraining order, he/she is not eligible to participate and/or win a prize in the Contest, and he/she and his/her Team may be disqualified, in Sponsor's discretion.

**NOT OPEN TO THE GENERAL PUBLIC.** Employees, officers and directors of the HP, Inc. (“Sponsor”), its parent, subsidiaries and affiliated companies, advertising, or production agencies and Web masters/suppliers (collectively the “Promotion Parties”), and their respective IRS dependents, immediate family members (spouse, parent, child, sibling and their respective spouses) and individuals residing in their same household are not eligible to participate or win. All public-sector customers, employees of K-12 public and private education institutions and all libraries including public, public school, college or university,

research, and private libraries can participate in the Contest only if they are doing so outside of the official status and not as part of their employment with those entities. The Contest is subject to applicable federal, state and local laws and regulations. Void where prohibited. Sponsor reserves the right, at any time, to verify eligibility requirements in any manner it deems appropriate.

By participating in this Contest, Team Members acknowledge and agree that nothing in this Contest or Official Rules is intended to create or give rise to any employment relationship and Team Member should not have any expectations of employment at entry, during or at the conclusion of Contest.

**2. REGISTRATION OF TEAMS:** All Teams must be determined and documented with Sponsor by September 15, 2018 by an authorized School official. In order for a Team to be eligible to participate, an authorized representative of the School must complete the HP HBCU Business Challenge School Registration Form to (a) confirm that the School agrees to these Official Rules and (b) will sponsor a Team. In order to be a registered Team Member, each individual Team Member must complete an HP HBCU Business Challenge Registration Form provided by the Sponsor to (a) confirm that he/she has read and agrees to these Official Rules and (b) provide the following personal information: First name, last name, target graduation date and major, complete mailing address (best address while attending School), email address, date of birth, and phone number.

**3. CONTEST ENTRY PERIOD:** The submission period for the Contest begins at 9:00:00 a.m. CDT on September 17, 2018 and ends at 11:59:59 p.m. CDT on October 4, 2018 (“Contest Entry Period”). Sponsor’s computer is the official time keeping device for the Contest.

**4. CONTEST ASSIGNMENT:** The Contest invites the Team to respond to the following Challenge in which to submit a business proposal in a slide presentation. Additional details regarding the Challenge will be provided to Schools on or about September 17, 2018. All contents of Team’s submissions, including but not limited to, concept, content, text, images, graphics, photographs, captions and descriptions, data, codes, programs, shall hereinafter be referred to as the “Business Proposal”.

Challenge: Personal Systems – Industry Verticals for Commercial Transformation

Business Proposal submission requirements:

- Abstract of the Business Proposal
  - Three (3) page maximum of single spaced text (in 12-point font)
  - Submit the file in Adobe Acrobat PDF. No other format will be accepted.
  - Files should be named according to the following format, including the Team’s University or College Name where “[UniversityorCollegeName]” is indicated:  
HP\_BCC\_[UniversityorCollegeName].pdf
- PowerPoint slide deck of the Business Proposal
  - Twenty (20) slides maximum
  - Submit the file in Microsoft PowerPoint (2016 compatible). No other format will be accepted.

- Files should be named according to the following format, including the Team's University or College Name where "[UniversityorCollegeName]" is indicated:  
HP\_BCC\_[UniversityorCollegeName].pptx
- Commercial to market your product or service offering
  - Five (5) minute maximum/Three (3) minute minimum
  - Submit the file in MP4.
  - Files should be named according to the following format, including the Team's University or College Name where "[UniversityorCollegeName]" is indicated:  
HP\_BCC\_[UniversityorCollegeName].mp4
- All contents of the Business Proposal must be in English language.
- Business Proposals must be in compliance with the Contest Submission Guidelines specified in Section 6 herein.
- Submit to [hp.bcc@hp.com](mailto:hp.bcc@hp.com).

Contents of the Business Proposal must include the following information:

- Executive Summary
- Product, Service, or Concept/Idea Description
- Customer/Market Analysis (target market, market size and potential market share)
- Sales and Marketing Plan (how will this idea go to market)
- Competitive Analysis (HP's 2017 financial data is publicly available on [hp.com](http://hp.com) and can be used as the financial basis)

**Limit one (1) Business Proposal per Team. Business Proposals will be judged.**

See Section 7 for Contest Judging details. Business Proposals will be reviewed for content before being judged, however such review does not relieve Team from responsibility for compliance with all of these Official Rules. Business Proposals will not be returned. Proof of submission will not be deemed to be proof of receipt of Business Proposal by Sponsor.

**NOTE:** Sponsor reserves the right to modify the Contest Assignment. Should the Contest Assignment be modified, these Official Rules will be updated. Schools and Team Members should review these Official Rules, located at [www.hp.com/go/HBCUChallenge](http://www.hp.com/go/HBCUChallenge) ("Web site") prior to the start date for Contest entry modifications (if any).

Team (and their individual Team Members and Schools) acknowledges and agrees that they are sending their Business Proposal voluntarily and that no confidential relationship is intended or created between Sponsor and/or any other person or entity by the Team's submission of their Business Proposal. In addition, by submitting a Business Proposal in this Contest, Team agrees that such Business Proposal, and all information sent with the Business Proposal, including all rights embodied therein (except for personally identifiable information as identified in Sponsor's Privacy Policy) are deemed to be non-confidential and non-proprietary and Sponsor shall have no obligation of any kind with respect to such Business Proposal and other materials.

Team (and their individual Team Members and Schools) understands and acknowledges that: (i) proprietary rights in and to inventions, discoveries, concepts and ideas are governed by the patent, trademark, copyright, other intellectual property rights and other

applicable laws of the United States and other countries and by the trade secret, trademark and other intellectual property rights and other applicable laws of various states; (ii) disclosure of the Business Proposal as part of your participation in Contest may adversely affect Team's/School's ability to obtain, secure and/or maintain proprietary rights under the patent, trademark, trade secret, copyright, other intellectual property rights and other applicable laws of the United States, other countries and various states; (iii) it is Team's/School's sole responsibility to evaluate all potential adverse consequences of Team's participation in Contest and to obtain legal advice and consultation as necessary in connection with all such potential adverse consequences, including, without limitation, patent, trademark, trade secret, copyright, other intellectual property rights and other laws and Team's/School's legal rights related to Team's participation in Contest.

Team (and their individual Team Members and Schools) understands and acknowledges that the evaluation, preparation, filing, prosecution and maintenance of patent, trademark, copyright or other intellectual property right applications with respect to the Business Proposal are Team's/School's sole responsibility and that Sponsor, its representatives, affiliates, licensees, successors and assigns do not assume and hereby expressly disclaim, any responsibility, obligation or liability whatsoever with respect to the evaluation, preparation, filing, prosecution and/or maintenance of any patent, trademark, copyright or other intellectual property right application with respect to the Business Proposal.

Team (and their individual Team Members and Schools) represents and warrants that Team/School has had an opportunity to discuss the potential adverse consequences associated with Team's/School's participation in the Contest in addition to patent, trademark, trade secret, copyright, other intellectual property right and other applicable laws, with Team's/School's own independent legal counsel and that Team/School knowingly and voluntarily accepts any and all risks with respect thereto.

Team (and their individual Team Members and Schools) understands and acknowledges that Sponsor and its representatives, affiliates, licensees, successors and assigns make no representation or warranty, either express or implied, and that Sponsor and its representatives, affiliates, licensees, successors and assigns hereby expressly disclaim any representation and warranty, express or implied, with respect to Team's/School's participation in Contest or the Business Proposal, including, without limitation, the novelty, non-obviousness, usefulness, uniqueness, or patentability of the Business Proposal, and you agree that no such representation or warranty shall be implied as a result of the fact that you may be considered as a possible finalist and/or winner as the result of Team's/School's participation in Contest.

Team (and their individual Team Members and Schools) covenants and agrees that Team/School will not, either directly or indirectly, initiate, maintain or prosecute, or in any way knowingly aid or assist in the initiation, maintenance or prosecution of, any claim, demand or cause of action at law or otherwise, against Sponsor or any other Promotion Party, for infringement or misappropriation of any patent, trademark, copyright, trade secret, intellectual property right, design or technology that is included in the Business Proposal or is disclosed in the course of Team/School participation in the Contest. You agree that this covenant will run with title to any patents and will bind any person or entity to whom rights in the patents are assigned or otherwise transferred.

**5. CONTEST INTEGRITY:** The Contest is created for student-created proposals. Team Members are expected to (a) come up with their own original ideas; (b) be the driving force behind their Business Proposal; (c) have played the primary role in developing the Business Proposal; and (d) ensure their Business Proposal is submitted by October 4, 2018 at 11:59:59 p.m. CDT. School faculty, advisors and/or dean cannot be a part of the Team and should not directly participate in the writing or specific development of any part of the Business Proposal. School faculty, advisors and/or dean can provide advice and insights into the development of the Business Proposal, presentation coaching, and other general education interactions and in matters relating to ensuring the Team has the technology support needed to present virtually (if selected as a Semi-Finalist).

**6. CONTEST SUBMISSION GUIDELINES:** By submitting a Business Proposal each Team Member warrants and represents that: (a) the Business Proposal is the original work of the Team, (b) the Business Proposal has not been previously published, (c) the Business Proposal has not previously won awards, (d) the Business Proposal does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) Team has obtained permission for the use of copyrighted materials and/or images from a third-party (if any) or from a person whose name or likeness is used in the Business Proposal (if any); (f) publication (if any) of the Business Proposal via various media including Web posting, will not infringe on the rights of any member of the Team or third-party rights; (g) the Business Proposal is free and clear of any and all liens or claims with respect to the use of the Business Proposal in the manner authorized in these Official Rules; and (g) the Business Proposal is not the subject of any patent filing. Any such Team Member will indemnify and hold harmless, Sponsor from any claims to the contrary. The Business Proposal must meet the following guidelines:

- Business Proposals must comply with these Official Rules;
- Business Proposals cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, political, professional or age group, profane or reference pornography, nudity or any materially-dangerous activity;
- Business Proposals cannot promote alcohol, illegal drugs, tobacco, marijuana, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Business Proposals cannot be obscene or offensive, or endorse any form of hate or hate group;
- Business Proposals cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products or services, or other people, products or companies;
- Business Proposals cannot infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Sponsor's), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Business Proposals cannot infringe copyrighted materials owned by others. Sponsor does not permit the infringement of others' rights, including but not limited to, rights of privacy or publicity, patents, copyrights, trademarks, trade secrets, idea misappropriation, or any other intellectual property rights, and any use is grounds for disqualification from the Contest. Do not copy lines from your favorite movie or book or include materials or trademarks belonging to any third parties or incorporate the names, likeness or personas of any party other than yourself unless you have obtained

all rights necessary to permit you to use the same in connection with the Business Proposal and grant the rights herein granted to Sponsor;

- Business Proposals cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Business Proposals cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Business Proposals cannot depict or promote illegal activities, and cannot itself, be in violation of any law.

Any waiver of any Team Member obligation hereunder by Sponsor does not constitute a general waiver of Team Member obligations. Sponsor reserves the right to waive any or all of the Contest submission requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, to request that any Team resubmit their Business Proposal if it determines the Business Proposal fails to comply with the Business Proposal requirements prior to the end of the Contest Entry Period.

**7. CONTEST JUDGING:** The Contest Judging shall consist of three (3) rounds (each a “Round”) as outlined below. Prior to each Round, the Sponsor will identify a specific panel of judges (each a “Panel”) for the particular Round. The Panel(s) shall be determined by Sponsor, in Sponsor’s sole discretion. While the individual Panel members may change per Round, the same Panel will be used to judge Business Proposals for a particular Round. For all Rounds: In the event of a tie, the tie breaker will be based upon the highest point score in the first Judging Criterion (for that particular Round), continuing thereafter to each Judging Criterion in order, as needed, to break the tie(s). If tie(s) still exist, a new Panel will be established and the tied Business Proposals shall be re-judged by the new Panel based on the assigned Judging Criteria (dependent upon the Round).

**INITIAL ROUND (TO DETERMINE SEMI-FINALISTS):** All eligible Business Plans will be judged by the appropriate Panel based on the following criteria (“Initial Round-Judging Criteria”):

- (a) Executive Summary – 15%
- (b) Product(s), Service(s), or Concept/Idea – 15%
- (c) Market & Marketing Strategy – 15%
- (d) Competitor Analysis – 15%
- (e) Summary of Financials – 15%
- (f) Innovation/Creativity and Viability – 25%

The top ten (10) Submissions receiving the highest cumulative score as determined by the Panel will be deemed the Semi-Finalists (“Semi-Finalists”) and will advance to “Round 1 - Virtual Presentations”. Semi-Finalists will be determined on or about October 15, 2018.

**NOTE:** Only Team Members of a Semi-Finalist Team may be a part of the Virtual Presentation. If a Team Member is absent for any reason, he/she shall forfeit his/her prize. No Team Member substitutions or additions. A minimum of three (3) Team Members must participate in each Virtual Presentation to remain eligible.

**ROUND 1 - VIRTUAL PRESENTATIONS (TO DETERMINE SEMI-FINALISTS):** Semi-Finalists will be invited to present their Business Proposals via a virtual presentation (“Virtual

Presentation”) at a specified time/date, as determined by Sponsor, in Sponsor’s sole discretion. Tentative dates for Round 1 - Virtual Presentations are between October 22, 2018 and October 26, 2018 An HP representative will be assigned to each Semi-Finalist to ensure the Team is prepared for the Virtual Presentation in terms of necessary equipment and technology. Semi-Finalists must submit their presentation materials to their assigned HP representative at least twenty-four (24) hours in advance of their Virtual Presentation. Maximum time for the Virtual Presentation shall not exceed fifty-five (55) minutes to include a ten (10) minute period for introductions of the Team and Panel and a fifteen (15) minute period for questions and answers. Virtual Presentations will be judged by the appropriate Panel based on the following equally-weighted criteria (“Presentation Judging Criteria”):

- (a) Business Proposal Content (Executive Summary; Product(s), Service(s), or Concept/Idea; Market & Marketing Strategy; Competitor Analysis; Summary of Financials; Innovation/Creativity and Viability);
- (b) Verbal/Visual Presentation (Overall presentation and professionalism); and
- (c) Does solution display new and fresh knowledge, out-of-the-box thinking, and innovative/disruptive recommendations?

The top three (3) Business Proposals receiving the highest cumulative scores as determined by the appropriate Panel will be deemed the finalists (“Finalists”) and will advance to the “Round 2 - Virtual Presentations”. Finalists will be determined on or about October 31, 2018

**REVISED BUSINESS PLANS:** Feedback will be provided to all Finalists for coaching purposes only; not for advancement in the Contest. After the feedback is released, Finalists (only) will have the opportunity to submit a revised Business Proposal slide presentation no later than three (3) days prior to “Round 2 - Virtual Presentations”. The submission of a revised Business Proposal is advised, but not required. The revised Business Proposal should follow the same format as stated in Section 4.

**Sponsor reserves the right to conduct a background check of any and all records of each Semi-Finalist or Finalist Team Member, including without limitation, civil and criminal court records and police reports to confirm eligibility. To the extent necessary under law, each Team Member shall authorize this background check to confirm such eligibility. Sponsor may also take all steps necessary to corroborate any information provided to Sponsor by the Team Member. To that end, the Team Member may be obligated to provide necessary contacts and other information so that the Sponsor may conduct such investigation. If not eligible, Sponsor reserves the right (at its sole discretion) to disqualify the Team Member and/or Team from any further participation in the Contest and/or any prize element, based on the background check or refusal to consent to same.**

#### **ROUND 2 – VIRTUAL PRESENTATIONS (TO DETERMINE FIRST PLACE WINNERS AND SECOND AND THIRD PLACE FINALISTS):**

The three (3) Finalists will be invited to present their Revised Business Proposals via a Virtual Presentation at a specified time/date, as determined by Sponsor, in Sponsor’s sole discretion. Tentative dates for Round 2 - Virtual Presentations are between November 6, 2018 and November 8, 2018 As in Round 1 - Virtual Presentations, an HP representative will be

assigned to each Finalist to ensure the Team is prepared for the Virtual Presentation in terms of necessary equipment and technology.

Maximum time for Round 2-Virtual Presentations shall not exceed fifty-five (55) minutes to include a ten (10) minute period for introductions of the Team and Panel and a fifteen (15) minute period for questions and answers. Round 2-Virtual Presentations will be judged by the appropriate Panel based on Presentation Judging Criteria (stated above).

The Finalist receiving the highest cumulative score as determined by the appropriate Panel will be deemed the First Place Team and will receive a First Prize. The Finalist receiving the next highest cumulative score as determined by appropriate Panel, will be deemed the Second Place Team and will receive a Second Prize. The Finalist receiving the third highest cumulative score as determined by the appropriate Panel will be deemed the Third Place Team and will receive a Third Prize. First, Second, and Third positions will be determined on or about November 10, 2018

**8. USE OF BUSINESS PROPOSALS:** All Team Members, whether a finalist (at any level) and/or winner or not, and their Schools, agree that in exchange for their participation in Contest, they grant, and have the full right to grant, Sponsor and its representatives, affiliates, licensees, successors and assigns the right, but not the obligation, to edit, rearrange, distribute internally translate, combine with other pictures, items and/or materials, and modify Business Proposals. In the event a Team becomes a Semi-Finalist then, in addition to the rights granted in the previous sentence, at that time the individual Team Members and their School agree to grant the assignable, sublicensable, perpetual, non-exclusive, irrevocable, royalty free, right and license to use, exhibit, display, broadcast, copy, reproduce, adapt, reformat, add to and/or customize, make prototypes of, incorporate into the packaging and packaging design of Sponsor's products and services encode, compress, encrypt, incorporate data into, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual and aural elements, and or otherwise exploit, the Business Proposal, and/or any portions or excerpts thereof, including any prototypes created as part of the Business Proposal, including without limitation, and except where legally prohibited, using School's name, and each Team Member's name, image, likeness, performance, voice, and any other attributes of Team Member, individually or with others, in whole or in part, in conjunction with other material, in any manner, including in connection with their products and services, advertising, promoting and publicizing Sponsor, an unlimited number of times, in any and all media now known or hereafter devised, in perpetuity, throughout the world and on the Internet, without any additional notification, permission, liability, obligation, or review or approval by, or additional payment of any kind to Team Member, School or any third party.

Team Members (and their School) warrant that they have the sole and exclusive right to grant such rights to Sponsor, its representatives, affiliates, licensees, successors and assigns, and that the reproduction, publishing, displaying, and/or other use of Team's Business Proposal by Sponsor, its representatives, affiliates, licensees, successors and assigns, will not infringe on any rights of any third parties, including, without limitation, patent, copyright, trademark, trade secret, privacy, or publicity, or any other intellectual property right, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract.

Team Members (and their School) acknowledge and agree that Sponsor, and its representatives, affiliates, licensees, successors and assigns, will be entitled to retain any and all revenue generated from any sales, license or, assignments of the rights granted by Team/School hereunder, as well as any and all revenue generated by the display of any advertising, publicity, promotional materials, or distribution rights in connection with this Contest and/or Team's Business Proposal.

Team Members (and their School) agree to obtain, upon request from Sponsor, any documentation necessary to prove their unrestricted ownership in all contents of the Business Proposal and their right to use Business Proposal as specified in these Official Rules. Team/School also acknowledges and agrees that Sponsor shall own all right, title and interest, including all copyright ownership, in any derivative works they may create from any element of the Business Proposal.

Team Members (and their School) understand that although they may believe their Business Proposal to be unique and novel, there may be pre-existing ideas, concepts, or proposals that are similar to their Business Proposal. Team/School acknowledges and agrees that Sponsor may receive many Business Proposals in connection with this Contest and that some Business Proposals may be very similar in content, idea, theme, or in other respects to other Business Proposals received or submitted. In addition, Team/School acknowledges that the Sponsor may develop information internally that is similar in content, idea, theme or other respects to Business Proposals and accordingly, nothing in these Official Rules should be construed as a representation or agreement that the Sponsor has not or will not develop or have developed products, concepts or techniques contemplated by or embodied in Business Proposals and any such similarity is purely coincidental and unavoidable. Team/School waives any and all claims they may have had, may have and/or may have in the future, that any Business Proposal in this Contest, or any developed product, concept or technique contemplated or embodied by Sponsor is similar to Team's Business Proposal, or that any compensation is due to Team/School in connection with such Business Proposal. Finally, Team/School acknowledges that, with respect to any claim by Team/School relating to or arising out of Sponsor's actual or alleged exploitation or use of any Business Proposal or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Team/School will not be irreparable or otherwise sufficient to entitle such Team/School to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Business Proposal or any material based on or allegedly based on the Business Proposal, and the Team's/School's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

## **9. PRIZE DETAILS:**

**First Prize (up to five [5], one [1] per First Prize Winning Team Member):** Each First Prize Winning Team Member will receive the following items: One (1) HP Pavilion x360 Convertible Laptop-14t touch or HP laptop of equal or greater value to be determined by sponsor and one (1) HP Sprocket Plus Photo Printer and 2-packs photo paper. ARV of each First Prize (per Team Member): \$555.00.

**Second Prize (up to five [5], one [1] per Second Place Finalist Team Member):**

One (1) HP Sprocket Plus Photo Printer and 2-packs photo paper; and one (1) HP Wireless Earbuds and Powercase. ARV of each Second Prize: \$225.00.

**Third Prize (up to five [5], one [1] per Third Place Finalist Team Member):**

One (1) HP Sprocket Plus Photo Printer and 2-packs photo paper. ARV of each Third Prize: \$175.00.

**10. PUBLICITY RELEASE:** By participating in Contest, each finalist and/or the winner grants the right to Sponsor, and its representative, affiliates, licensees and assigns, to record, film, videotape and photograph the finalist/winner and any Virtual or Live Presentation (“Images”). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and prize information and any other attributes of finalist or winner, individually or with others, in whole or in part, in conjunction with other material, in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion or on a Winner’s List or any other lawful purpose, whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

**11. FINALISTS/ AND FIRST PRIZE WINNING TEAM NOTIFICATION:** The Schools representing the Finalists and First Prize Winning Team will be notified by mail, email and/or phone on or about the dates stated above corresponding to the applicable Round of Contest Judging. Authorized representatives of the Schools representing the Finalists may be required to sign documents required by Sponsor within a specified time period as stated within the notification. Each Finalist/Winning Team Member may also be required to complete, execute, and return an Affidavit of Eligibility and a Liability Release, and where legal, a Publicity Release, within a specified time period as stated within the notification. Additional documentation may be required as specified by Sponsor, in Sponsor’s sole discretion, and will be communicated to Schools/Finalists/Winners at the time of notification. If documents are not returned timely, or if the prize notification is returned as nondeliverable, or if a Finalist Team Member and/or First Prize Winning Team Member is found to be ineligible or otherwise not in compliance with these Official Rules, prize and/or position in the Contest may be forfeited. Sponsor is not responsible for any change of email, mailing address and/or telephone number of Team Members.

**12. GENERAL CONDITIONS:** As a condition of participating, Team Members (and their School) agree (and agrees to confirm in writing) that Sponsor, Promotion Parties, and all of their respective officers, directors, employees, representatives and agents (collectively “Released Parties”) are released, will have no liability whatsoever for, and shall be held harmless by Team/School against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize, including travel thereto, or participation in this Contest or any Contest-related activities and for any claim including claims based on defamation, publicity rights, invasion of privacy, trade secrets, misappropriation of ideas, patent infringement, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

Submission of a Business Proposal grants Sponsor and its agents an unlimited, worldwide, perpetual, non-exclusive license and right to publish, use, publicly perform the Business Proposal in any way, in any and all media, without limitation, and without consideration to the Team (or their School). By submitting a Business Proposal, you agree that your submission is gratuitous and made without restriction, will not place Sponsor under any obligation, Sponsor is free to disclose or otherwise use the ideas contained in the Business Proposal on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Team's Business Proposal, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

By accepting a prize, Team Members agree that the Business Proposal will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Team/School irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to Team's Business Proposal, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Team/School hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Team/School may now or later have to his/her Business Proposal. Sponsor reserves the right to alter, change or modify the Business Proposal, in its sole discretion. Upon request of Sponsor, Team/School shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Business Proposal and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

**13. LIMITATIONS OF LIABILITY:** Sponsor and Released Parties are not responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered Business Proposals, or emails; or for interrupted or unavailable satellite, network, server, Internet Service Provider, Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of Team's Business Proposal, or other information, or the failure to capture, or loss of, any such information. Sponsor and Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any equipment or programming associated with or utilized in this Contest; and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any equipment used in the Contest. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the submission process or operation of the Contest or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor and Released Parties are not responsible for injury or damage to Team Member, Team Member's computer or any other

person's computer related to or resulting from participating in this Contest. If, for any reason, Contest, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Contest, and determine finalists/winners from valid submissions received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Please see the privacy policy located at <http://welcome.hp.com/country/us/en/privacy.html> for detail of Sponsor's policy regarding the use of personal information collected in connection with this Contest. Finalists/winners' names may be included in a publicly-available winners list.

**14. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE TEAM MEMBER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.** BY PARTICIPATING IN SPONSOR'S CONTEST, EACH TEAM MEMBER AND PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-

PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY TEAM MEMBER OR PRIZE RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND TEAM MEMBER HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) TEAM MEMBER AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND TEAM MEMBER IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY TEAM MEMBER.

**15. GOVERNING LAW/JURISDICTION:** By participating, Team (and their School) agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Team Member's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of California, in Santa Clara County, California. By participating, Team/School consents to the jurisdiction and venue of the federal, state and local courts located in Santa Clara County, California, USA.

**16. WINNER'S LIST:** Names of First Place winners will be posted at [www.hp.com/go/HBCUChallenge](http://www.hp.com/go/HBCUChallenge) ("Web site") following Contest conclusion in December 2018.

**17. SPONSOR:** HP, Inc., 1501 Page Mill Road, Palo Alto, CA 94304-1185.