

Apps for Healthy Kids Competition Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Introduction

Apps for Healthy Kids Competition (the “Challenge”) is an initiative of the U.S Department of Agriculture (“USDA”) Food, Nutrition, and Consumer Services. The Challenge is intended to provide recognition to individuals, teams of individuals, corporations, and nonprofit organizations (collectively, “Contestants”) for developing innovative software applications that utilize the USDA Nutrition dataset available at www.data.gov/details/1294 (“USDA Data”). The goal of the Challenge is to motivate American entrepreneurs, software developers, the public and students to use recently released USDA Data to create innovative, fun, and engaging applications or games that encourage children directly or through their parents to make more nutritious food choices, eat more healthfully and to be more physically active.

1. Eligibility

The Challenge is open only to: (1) residents of the fifty (50) United States (plus the District of Columbia) who are at least thirteen (13) years old as of at the time of entry (or teams of eligible individuals); (2) and corporations or organizations that are domiciled in the United States, incorporated at the time of entry, and employ fewer than fifty (50) people at the time of entry (excluding corporations and organizations competing for the Corporate Recognition Award. Eligibility for the Corporate Recognition Award is corporations or organizations that are domiciled in the United States, incorporated at the time of entry, and employ fifty (50) or more people at the time of entry. Individuals submitting on behalf of corporations and nonprofit organizations must meet the eligibility requirements for individual Contestants. An individual may join more than one team, corporation or nonprofit organization. Employees of the USDA, ChallengePost, Inc., and the judges (collectively the “Promotion Entities”) or any of the Promotion Entities respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution, or distribution of the Challenge and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Challenge is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Challenge. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator

Sponsor: U.S Department of Agriculture Food, Nutrition, and Consumer Services, 3101 Park Center Drive, Alexandria, VA, 22302. Administrator: ChallengePost, Inc., 425 W. 13th Street, Suite #504, New York, NY 10014.

The Challenge Sponsor makes all decisions related to the development, management, and implementation of the Challenge. The role of the Administrator is to carry out the Challenge per the direction of the Sponsor.

3. Challenge Submission Period

The Challenge Submission Period begins on March 8, 2010, at 9:00 AM Eastern Standard Time (“EST”) and ends on June 30, 2010, at 5:00 PM EST (the “Challenge Submission Period”). Administrator's computer is the official time-keeping device for this Challenge.

4. How to Enter and Submission Requirements

Registration: During the Challenge Submission Period, visit www.AppsforHealthyKids.com and register. Registration is free. To register you must visit www.AppsforHealthyKids.com and complete the form. After you register you must verify your email address via the registration email sent to the email entered in the registration form. Registered Contestants will then be able to enter a submission (“Submission”). An Entrant will be required to provide a link to the Submission as well as a text description of the Submission (“Text Description”).

Submission Objectives: Submissions should be software applications and **must** incorporate at least one of the following concepts, either independently or in combination:

- Teaching kids to eat more whole grain
- Increasing fruit and vegetable consumption
- Focusing on consuming more low- or non-fat milk
- Choosing lean sources of protein (such as meat and beans)
- Making food group education fun
- Understanding calories and energy balance
- Increasing choices of foods with high nutrition value and decreasing amounts of foods with solid (saturated) fats and added sugars (i.e., “extra” calories), and decreasing amounts of sodium
- Identifying and consuming proper food portion sizes
- Being more physically active
- Balancing physical activity and food intake

Submission Requirements:

- Submissions **must** be software applications that use the USDA Nutrition Dataset found at www.data.gov/details/1294. The Entrant must use a reasonable amount of the USDA Nutrition Dataset in the Submission, as determined by the Sponsor and Administrator in its sole discretion, or the Submission will be disqualified.
- Submissions may optionally use the Source Code (also found at www.data.gov/details/1294) or any other data set(s) provided at www.data.gov **in addition to the required USDA Nutrition Dataset.**
- Submissions may be any kind of software application, be it for the web, a desktop computer, a mobile handheld device, or any software platform broadly available to the public.
- Submissions must be free of charge to the public.
- If the software application is not accessible by the Administrator and Judges for review purposes via the web with a URL, a link to a video of the working application may be submitted. In such case, the Administrator has the right to request access to the

application in person or via any reasonable manner to verify any criteria about the software application.

- A Submission may be disqualified if it does not function as expressed in the Text Description.
- A Submission must be available to use by the general public or pending app store approval by June 30, 2010.
- Once a Submission is submitted, the Entrant cannot make any changes or alterations to the Submission until the judging is complete. The approximate date the judging will be complete is August 14, 2010.

Additional Restrictions: Submissions which in Sponsor and/or Administrator's sole discretion are determined to be substantially similar to a prior entry will be disqualified. Contestants must comply with the Terms of Use of data.gov. Failure to do so could result in disqualification from the Challenge. Applications may combine USDA Data with other non-USDA data, provided the Contestant is authorized to distribute the non-USDA through a free, publicly available application. The Sponsor may make limited changes (updating or refreshing) to the existing USDA Data for nutrition purposes. Submissions must be original, be the work of the Contestant, not have been entered in any other competition or violate the rights of other parties. Submissions containing any matter which in the sole discretion of the Sponsor, Administrator and Judges is indecent, defamatory, in obvious bad taste, which demonstrates a lack of respect for public morals or conduct, which contains nutrition messaging that is inconsistent with the Dietary Guidelines for Americans and MyPyramid, or which adversely affects the reputation of the Sponsor will not be accepted. If the Sponsor, Administrator or judges, in their discretion, find any Submission to be unacceptable, then such Submission shall be deemed disqualified. Contestant must represent and warrant that they own and developed the application they are submitting and the Submission is free of malware and does not violate the rights of any third party. If any functionality or text of a Submission is in a language other than English, the Submission must be accompanied by an English translation of that text. Submissions will not be returned.

Submission Rights: Contestants will own the intellectual property rights to submitted applications but the USDA will maintain a royalty free license to post or link to the application on the official USDA and partner websites and make it publically available up until one year after the announcement of winners, if desired.

5. Display of Submissions and Public Voting

Submissions will be posted on www.AppsforHealthyKids.com on a rolling basis after being screened by the Administrator for basic functionality, accuracy of nutrition messaging, and integrity (i.e. security). All Contestants will have equal access to Submissions posted on the website. Non-Contestants interested in the Challenge are also encouraged to register on www.AppsforHealthyKids.com. Registration will be required in order to receive updates on the Challenge and vote for the Popular Choice Winner. Registered visitors will be able to vote for their favorite Submissions. The public voting will take place between on or about July 14, 2010 at 12:00 PM EST and August 14, 2010 at 12:00PM EST. Public voting will determine the winner of the Popular Choice Winner award. Each registered visitor is able to place one (1) vote for each of their favorite Submissions.

6. Winner Selection

The Submissions will initially be judged by an internal panel selected by the Sponsor at its sole discretion. The internal panel will judge the Submission on the criteria identified below to select the top twenty Submissions. Then the top twenty Submissions will be judged by an expert judging panel determined by the Sponsor that shall include technology experts, nutrition experts, and child education experts. The Submissions will be judged by the following individuals: David Lazarus (U.S. Department of Agriculture), Aneesh Chopra (White House Office of Science and Technology Policy), and Steve Wozniak (Apple Inc.). A judge may elect to recuse him or herself from judging a Submission, if in the judge's sole discretion it is not appropriate for him or her to judge that particular Submission because of a past or current relationship with that particular Contestant. A Submission will not be at a disadvantage if a judge(s) recuses him or herself. Judges will be fair and impartial. Decisions of the judging panel will be final. Odds of winning depend on the number of eligible Submissions received and the quality of submitted Submissions. The approximate dates for the judging are between July 14, 2010 and August 14, 2010. Winners for the various prizes will be selected as follows:

Medal Winners (Grand Prize, Second Prize, Third Prize, and Honorable Mention Prizes)

The judging panel will judge each Submission on the following four criteria: (1) Potential impact on target audience; (2) Quality, accuracy, and content of message; (3) Creativity and originality; and (4) Potential for further development and use. The three (3) Contestants whose Submissions earn the highest overall score will win the prizes identified below in section 9 for Medal Winners. In the event of a tie, winner will be selected based on the criteria described in (1), then (2), then (3), and finally (4). If there is still a tie then the winner will be selected based on a vote by the judging panel, which will consist of an odd number of judges. In the event that a winner is under 18 years of age, the prize will be awarded to the winner's parent / guardian.

Popular Choice Winner (Grand Prize)

Grand Prize winner will be based solely on the voting of registered visitors. If there is a tie between one or more Submissions for the Popular Choice Winner (Grand Prize) the prize will be split equally amongst the tied Contestants. If the Popular Choice Winner is also a Medal Winner, the cash prize received by that entrant may not exceed \$3,000 due to Federal law. In the event that a winner is under 18 years of age, the prize will be awarded to the winner's parent / guardian.

Corporate Recognition Award (Grand Prize)

The judging panel will judge each Submission on the following four criteria: (1) Potential impact on target audience; (2) Quality, accuracy, and content of message; (3) Creativity and originality; and (4) Potential for further development and use. The one (1) Contestant whose Submission earns the highest overall score will win the prize identified below in section 9 for Corporate Recognition Award. In the event of a tie, winner will be selected based on the criteria described in (1), then (2), then (3), and finally (4). If there is still a tie then the winner will be selected based on a vote by the judging panel, which will consist of an odd number of judges. To be eligible to compete for the Corporate Recognition Award, the entrant must be a corporation or organization that is domiciled in the United States, incorporated at the time of entry, and employs fifty (50) or more people at the time of entry.

7. ALL POTENTIAL CHALLENGE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE.

8. Verification of Potential Winners

Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be notified by email, telephone, or mail after the date of the judging. The potential winners, or the winner’s parent/guardian if winner is under 18 years of age, will be required to sign and return to Sponsor, within Ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a Challenge prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner who had the highest score remaining of the eligible entries.

9. Prizes

<u>Winner</u>	<u>Prize</u>	<u>Quantity</u>
Medal Winner - Grand Prize	\$3,000	1
Medal Winner - Second Prize	\$2,000	1
Medal Winner - Third Prize	\$1,000	1
Medal Winner - Honorable Mention Prize	\$500	3
Popular Choice Winner - Grand Prize	\$3,000	1
Corporate Recognition Award	Public acknowledgement and no cash prize	1

Following the announcement of the awards, Winners will be invited to present their applications at an event in Washington, DC, which will be followed by a reception. The Challenge Sponsor, Administrator, Judges, members of the White House staff, media representatives, and other guests will be invited to attend as well.

10. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, Administrator, and/or the Challenge judges which are binding and final in all matters relating to this Challenge; (b) release and hold harmless the Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of

trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Challenge, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor and Administrator from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Challenge and/or entrant's acceptance, use or misuse of prize.

11. Publicity

Except where prohibited, participation in the Challenge constitutes winners' consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions

Sponsor and Administrator 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 Sponsor and/or Administrator's reasonable control impairs the integrity or proper functioning of the Challenge, as determined by Sponsor and/or Administrator in their sole discretion. Sponsor and/or Administrator reserve the right in their sole discretion to disqualify any individual or Competitor it finds to be tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and/or Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor and/or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor and Administrator are not responsible for, nor are they required to count, incomplete, late, misdirected, damaged, unlawful or illicit votes, votes achieved through automated means or by registering more than one e-mail account and name, using another Participant's e-mail account and name, as well as those lost for technical reasons or otherwise.

13. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Challenge; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Challenge; (4) technical or human error which may occur in the administration of the Challenge or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Challenge or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Challenge. No more than the stated number of prizes will be awarded.

14. Disputes

Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any prizes awarded, other than those concerning the administration of the Challenge or the determination of winners, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any prizes awarded, shall be resolved exclusively by United States Federal Courts; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the United States Federal Government, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the United States Federal Government.

15. Privacy

If you choose to provide the Sponsor and Administrator with personal information by registering or filling out the submission form through the website, that information is used to respond to you in matters regarding your submission and/or the Challenge only -- unless you choose to receive updates or notifications about other challenges from the Administrator on an opt-in basis. Information is not collected for commercial marketing.

If you do nothing during your visit but browse through the website, read pages, or download information, certain information about your visit will automatically be gathered and stored. This information does not identify you personally and is used to help make the site more useful to visitors - to learn about the number of visitors to the site and the types of technology visitors are using. Information about individuals and their visits is not tracked or recorded.

16. Challenge Results

For Challenge results go to www.AppsforHealthyKids.com.