

# FTC Voice Cloning Challenge

## Official Rules

The Federal Trade Commission’s (“FTC”) Voice Cloning Challenge (“Challenge”) is an open, exploratory challenge to the public to develop multi-disciplinary approaches – from products to policies to procedures – aimed at protecting consumers from AI-enabled voice cloning harms, such as fraud and the broader misuse of biometric data and creative content. Submissions that are able to address harms, as defined by the judging criteria, will be eligible for challenge prizes that can be used to further develop and implement the given solution.

The Challenge encourages individuals, teams of individuals, for-profit legal entities and/or non-profit organizations (collectively, “Participants”) to develop and submit ideas aimed at protecting consumers from AI-enabled voice cloning harms, such as fraud and the broader misuse of biometric data and creative content (“Submissions”). Submissions must, at a minimum, address one or more of the following voice cloning harms intervention points:

- **Prevention or Authentication.** Methods to limit the use and application of voice cloning software by unauthorized users.
- **Real-time Detection or Monitoring.** Methods to detect cloned voices or the use of voice cloning technology.
- **Post-use Evaluation.** Methods to check after the fact if audio clips contain cloned voices.

### Background

While AI-enabled voice cloning (the creation of an artificial simulation of a person’s voice) may have important beneficial applications, such as in the medical field or options for accessibility, it can also create risks of fraud and other misuse of biometric data and creative content. Scammers already are using voice cloning technology to turbocharge fraud. As publicly-available voice cloning tools proliferate, the problem will grow. Voice cloning technology can help “grandparent scammers” clone the voice of a loved one to call a family member and ask for immediate financial assistance. Scammers can also clone the voice of a company’s high-level employees to make phishing calls or arrange wire transfers.

While the marketplace has focused research on tools to identify whether text and images have been created by AI technology, there is less focus on discerning whether voices are real or synthetic. Early investigation has revealed widely varying notions about how effective voice cloning detection solutions may be. However, all indications are that voice cloning itself is rapidly getting better and easier to use.

The FTC has undertaken significant efforts to raise awareness about risks of AI, including voice cloning. The FTC held a [workshop in 2020](#) called “You Don’t Say: An FTC Workshop on Voice Cloning Technologies.” Further, staff has released numerous written pieces about aspects of that topic, including blogs and educational material for both consumers and businesses (for example: “[Voice cloning: Where WOW meets OMG](#)” and “[Scammers use AI to enhance their family emergency schemes](#)”). The Voice Cloning Challenge is the FTC’s latest effort on this front.

## **Challenge Rules**

The Challenge is subject to all applicable laws and regulations, including but not limited to Section 105 of the America COMPETES Reauthorization Act of 2010, P.L. 111-358 (Jan. 4, 2011), codified as amended at 15 U.S.C. § 3719. Entering the Challenge constitutes Participants’ full agreement to these Official Rules (“Rules”) and to decisions of the Sponsor (as defined below), which are final and binding in all matters related to the Challenge. Winning a Prize is contingent upon fulfilling all requirements set forth in these Official Rules. Any failure to comply with these Rules can be grounds for disqualification from the Challenge.

### **1. Sponsor**

Sponsor: Federal Trade Commission, 600 Pennsylvania Avenue NW., Washington, DC 20580.

### **2. Eligibility**

A. The Challenge is open to:

- 1) Individuals who meet the eligibility requirements provided herein;
- 2) Teams of individuals, each of whom meets the eligibility requirements provided herein; and
- 3) Corporations (including not-for-profit corporations and nonprofit organizations), limited liability companies, partnerships, and other legal entities that, at the time of entry, are incorporated in, and maintain a primary place of business in, the United States, and (a) employ fewer than ten (10) people (“Small Organizations”); or (b) employ 10 or more people (“Large Organizations”).

Large Organizations may compete only for the “FTC Voice Cloning Challenge Large Organization Prize,” and are not eligible to compete for other prizes, as described in Section 8.

B. To participate in the Challenge:

- 1) Participants may compete as individuals, teams of individuals, Small Organizations, or Large Organizations if they

meet all eligibility requirements set forth in Sections 2.B-D. To be eligible to win a Prize, Participants must meet the additional prize eligibility requirements set forth in Section 9.

- 2) Participants must comply with all terms and conditions of these Official Rules.
- 3) Participants must own or have access at their own expense to a computer, an Internet connection, and any other electronic devices, documentation, software, or other items that Participants may deem necessary to create and enter a Submission (as defined in Section 4 below).
- 4) Each team, Small Organization, and Large Organization must appoint one individual (the "Representative") to represent and act on behalf of the team or organization, including by entering a Submission (as outlined below). The Representative must meet the eligibility requirements for an individual Participant and must be duly authorized to submit on behalf of the team or organization. The Representative represents and warrants that: (i) they are duly authorized to act on behalf of the team, Small Organization, or Large Organization; and that (ii) each member of the team (or in the case of Small Organization or Large Organization, each participating member) has read the Official Rules and agrees to abide by these Official Rules. The Representative will ensure that each member of the team, Small Organization, or Large Organization reads, agrees to, and complies with the Official Rules.
- 5) An individual who is part of a team, Small Organization, or Large Organization may also enter the Competition once on an individual basis. No individual may join more than one team, Small Organization, or Large Organization.

C. The following individuals (including any individuals participating as part of a team) and organizations are not eligible to participate in the Challenge, regardless of whether they meet the criteria set forth above:

- 1) Pursuant to the America COMPETES Reauthorization Act of 2010, codified as amended at 15 U.S.C. 3719, individuals and teams of individuals who are not citizens or permanent residents of the United States, or Small Organizations or Large Organizations that, at the time of entry, are not incorporated in, and maintain a primary place of business in, the United States, which is subject to verification by the Sponsor before Prizes are awarded (see Section 9 below);

- 2) Any individual under the age of 18 at the time of submission;
- 3) Any employee, representative, or agent of the Sponsor and any person who has a familial, business, or financial relationship with, or is a member of the household of, any such employee, representative, or agent;
- 4) Any Federal employee acting within the scope of his or her employment, or as may otherwise be prohibited by Federal law (employees should consult their agency ethics officials);
- 5) Any individual, team, or organization that used Federal facilities or consulted with Federal employees to develop a Submission, unless the facilities and employees were made available to all Participants participating in the Challenge on an equitable basis; and
- 6) Any individual, team, or organization that used Federal funds to develop a Submission, unless such use is consistent with the grant award, or other applicable Federal funds awarding document. If a grantee using Federal funds enters and wins this Challenge, the prize monies will be treated as program income for purposes of the original grant in accordance with applicable Office of Management and Budget Circulars. Federal contractors may not use Federal funds from a contract to develop a Submission for this Challenge.

The Sponsor will disqualify any individual, team, or organization if the Sponsor determines, at any time and in its sole discretion, that the individual, team, or organization meets any of the criteria set forth in Section 2.C.

D. An individual or organization who—

- 1) employs any of the Challenge Judges as an employee or agent;
- 2) owns or controls an entity for whom a Challenge Judge is an employee, officer, director, or agent; or
- 3) has a familial, business, or financial relationship with, or is a member of the household of, any Challenge Judge;

or any team containing such an individual, may participate in the Challenge. However, that individual's, team's, or organization's Submission will not be judged by the Challenge Judge(s) with whom there is an above-identified relationship. If an individual has an above-identified relationship with each of the Challenge Judges, then that individual is not eligible to participate in the Challenge. If an organization or one or more members of a team have an above-

identified relationship with each of the Challenge Judges, then that organization or team is not eligible to participate in the Challenge.

- E. For purposes of these Rules:
  - 1) A familial relationship includes an individual's spouse, children and step-children, parents and step-parents, and siblings, half-siblings, and step-siblings; and
  - 2) The members of an individual's household include any other person who shares the same residence as such individual for at least three (3) months out of the year.

### **3. Registration Requirement for All Participants**

A. Participants may enter the Challenge beginning on January 2, 2024 when the Sponsor opens the online Submission form on the Challenge website. Participants must enter no later than 8:00 p.m. EST on January 12, 2024 ("Challenge Deadline") to enter the Challenge.

B. To enter, every Participant, including each member of a team or a Representative of an organization, must register by submitting a form ("Registration Form"), available on the Challenge website, to verify that he or she has read and agreed to abide by the Official Rules and meets the eligibility requirements. Additional information and requirements about the registration and entry process will be provided on the Challenge website.

C. After a Participant registers, the Sponsor will send a confirmation message to the email address provided by the Participant. The Participant should use the confirmation message to verify the email address that he or she provided in order to receive important Challenge updates.

D. The authorized account holder of the email address listed at registration will be deemed to be the Participant (in case of an individual) and the Participant's Representative, in the case of a team or organization. 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 may be required to provide more information as evidence that they are the authorized account holder.

### **4. Submission**

#### **a. Components**

The Submission must contain two components, and may contain an optional third component, that should describe the Submission the Participant has developed to protect consumers from AI-enabled voice cloning harms.

1. Required: A title and a brief text description ("abstract") of how the Submission would function, which may be made public and should be easy for the public to understand. It must not be more than one page, with font size of

no less than 11 points and margins of no less than one inch. It should briefly touch on the assessment criteria, which are set out in Section 7, below.

2. Optional: A publicly accessible (e.g. no log-in or account required) link to the Participant's video presentation describing and/or demonstrating how the Submission would function. The video presentation must not be more than five (5) minutes long.

3. Required: A detailed written description of the Submission that enables Judges to evaluate how the Submission meets the assessment criteria set out in Section 7, below ("Detailed Explanation"). It must not be more than 10 pages, with font size of not less than 11 points and margins of no less than one inch. If the Detailed Explanation contains trade secrets, or commercial or financial information that is privileged or confidential, then the participant should mark the Detailed Explanation as confidential by adding "Confidential" to the top of each page. Detailed Explanations marked as confidential will be reviewed only by the Challenge Judges and authorized employees, officials, or agents of the Sponsor, and may be disclosed only as authorized or required by law. *See* 16 C.F.R. § 4.10(e).

See Section 7 (Submission Requirements) for further details.

The Submission itself must not contain information revealing the Participant's identity, such as a name, address, employment information, or other identifying details, except that Participants may include their own voice or image in the video, if submitted.

Any voices cloned as part of a Participant's work on the Challenge, including as featured in a Participant's video, if submitted, must be cloned only with the consent of the person whose voice has been cloned.

Additional information and requirements about the Submission process will be provided on the Challenge Web site.

#### **b. Submission Deadlines**

Participants must enter their Submissions by January 12, 2024, at 8:00 p.m. EST ("Challenge Deadline"). Any Submissions received after the Challenge Deadline, as determined solely by the Sponsor, will be disqualified. The judging period will commence after the Challenge Deadline.

#### **c. Terms for Submissions**

1. All parts of the Submission must be submitted together, uploaded to a single online form, by the Challenge Deadline.

2. Participants must use the same email address on their Registration Form and the online submission form, as well as in any correspondence with the Sponsor (in the case of a team or organization, the email address on the team Representative's Registration Form).

3. Source code, if submitted, may be provided as an appendix to the Detailed Explanation. Source code must also be accompanied by pseudocode in the Detailed Explanation that explains what the code is and what it does.

4. No part of a Submission, including any records, platforms, technologies, or licenses required to evaluate the Submission, may require the Sponsor or Challenge Judges to log-in to any service, create any form of user account, spend money, or otherwise obtain anything, whether of value or not, or otherwise expend time or resources to an unreasonable degree; or to execute or enter into any binding agreement not otherwise provided for under these Rules.

5. Submissions from a team or organization must be indicated as such when entering a Submission.

6. Submissions must be in English, except that textual or video material in a language other than English will be accepted if accompanied by an English translation of that text or video – within the existing length limits for the Submission.

7. Any Submission that was publicly available prior to the start of the Challenge Period (November 16, 2023) is not eligible for entry in the Challenge, unless the Submission incorporates significant new functionality, features, or changes. Participants must identify any portion of the Submission that was publicly available and – within the existing page limits for the Submission – include a narrative description of the new functionality, features, or changes with any such Submission.

8. Submissions must be consistent with the purposes of the Challenge, i.e., protecting consumers from AI-enabled voice cloning harms. A submission is not consistent with the purposes of the Challenge if it:

- a) Violates applicable law;
- b) Denigrates, is derogatory towards, or threatens any person or group of persons, including any specific race, ethnic group, culture, or other community;
- c) Incites violence or is likely to incite violence;
- d) Contains vulgar or obscene language or excessive violence;  
or
- e) Contains pornography, obscenity, or sexual activity.

9. Submissions must not attempt to duplicate a prior Submission already submitted in this Competition. Sponsor reserves the right in its sole discretion to disqualify any Submission that is a duplicate or substantially similar to another Submission.

10. Submissions must be free of malware and other security threats. Participants agree that the Sponsor may conduct testing on each Submission to determine whether malware or other security threats may be present.

11. Once a Submission has been submitted, Participants may not access or make any changes or alterations to the Submission.

12. A Participant may submit only one Submission as an individual, and may also join one team or organization. However, each Submission must be unique, as determined by Sponsor in its sole discretion. If a Participant participates in two or more Submissions that are substantially similar, the Sponsor reserves the right to disqualify the individual Submission.

13. By entering a Submission, Participants represent, warrant, and agree that the Submission is the original work of the Participant and complies with the Official Rules.

14. Participants further represent, warrant, and agree that any use of the Submission by the Sponsor and Challenge Judges (or any of their respective partners, subsidiaries, and affiliates) as authorized by these Official Rules, does not:

- a) Infringe upon, misappropriate, or otherwise violate any intellectual property right or proprietary right including, without limitation, any statutory or common law trademark, copyright, or patent, nor any privacy rights, nor any other rights of any person or entity;
- b) Constitute or result in any misappropriation or other violation of any person's publicity rights or right of privacy.

15. Any Submissions that fail to comply with these requirements, as determined by the Sponsor in its sole discretion, may be disqualified.

## **5. Submission Rights**

A. Subject to the licenses described below, any applicable intellectual property rights to Submissions will remain with Participants.

B. By entering Submissions to this Challenge, Participants grant to the Sponsor, and any third parties acting on behalf of the Sponsor, a non-exclusive, irrevocable, royalty-free, and worldwide license to use Submissions, any information and content submitted by Participants, and any portion thereof, and to display Submission names, abstracts, and videos, if submitted, through the Challenge Web site, during the Challenge and after its conclusion. Participants agree that the foregoing constitutes solely a condition of Participants' participation in the Challenge, and that the Challenge is not a request for or acquisition of any property or services or any other matter subject to federal procurement requirements.

## **6. Winner Selection and Judging**

A. Submissions will initially be screened by a qualified Internal Panel selected by the Sponsor at its sole discretion. The internal panel will judge



Submissions on the criteria identified in these Official Rules to select up to twenty Finalist Submissions for review by the Challenge Judges.

B. Finalist Submissions will be judged by an expert panel of judges (the “Challenge Judges” or “Judges”) selected by the Sponsor at the Sponsor’s sole discretion. The Sponsor reserves the right to substitute or modify the judging panel, or extend or modify the Judging Period, at any time for any reason.

C. All Internal Panel members and Challenge Judges are required to remain fair and impartial. Any Internal Panel member or Challenge Judge may recuse him or herself from judging a Submission if the Internal Panel member or Challenge Judge, or the Sponsor, considers it inappropriate, for any reason, for the Internal Panel member or Challenge Judge to evaluate a specific Submission or group of Submissions.

D. A Participant’s likelihood of winning will depend on the number and quality of all of the Submissions, as determined by the Sponsor and the Challenge Judges using the criteria in these Official Rules.

E. The Submissions will be judged in two phases: the “Initial Phase” and the “Final Phase.” For the Initial Phase, the Internal Panel will only assess the Participants’ abstracts and videos, if submitted, without the Detailed Explanation. Only those Participants judged to be within the top 20 scores for the Initial Phase are eligible to compete in the Final Phase, in which the Detailed Explanations will be judged by the Challenge Judges.

F. The Internal Panel and Challenge Judges will use the criteria outlined in Section 7, below.

G. For all phases, the Sponsor reserves the right to review the Challenge Judges’ decisions and to withhold any Prize if the Sponsor determines, in its sole discretion, that no Submission appropriately or adequately fulfills the stated goals and purposes of the Challenge or there is any other procedural, legal, or other reason that the Prize should not be awarded.

H. The Sponsor reserves the right to change the announcement dates with or without prior notice for any reason. Prizes, however, will not be awarded, and winners will not be named, until the Sponsor verifies eligibility for receipt of each Prize in accordance with Section 9 below. The Sponsor intends to announce the Winners within 90 days after the end of the Challenge Period, and the results will be made available on the Challenge Web site. The Sponsor, however, reserves the right to change the announcement date at any time with or without prior notice, for any reason.

## **7. Submission Requirements**

Submissions must meet other requirements as described in this document, including Sections 4 and 6, stating that Submissions must not include any unauthorized proprietary or copyrighted material (including cloned voices and copyrighted music without permission).

#### A. Threshold Submission Criteria

Participants must develop and submit an idea that would help protect consumers from AI-enabled voice cloning harms. Submissions must address at least one of the following three voice cloning harms intervention points:

- **Prevention or Authentication.** Methods to limit the use and application of voice cloning software by unauthorized users.
- **Real-time Detection or Monitoring.** Methods to detect cloned voices or the use of voice cloning technology.
- **Post-use Evaluation.** Methods to check after the fact if audio clips contain cloned voices.

Submissions that do not address at least one of these intervention points will not be considered for the Prize.

#### B. Initial and Final Phase Judging

##### 1) Initial Phase: Abstract and Video, If Submitted

The Internal Panel will review the participant's abstract (required) and any video submitted therewith (optional). The abstract should include a title for the Submission and a brief explanation of how the Submission functions. The video, if submitted, must address the Judging Criteria below and: (i) state what the Submission is specifically designed to do; (ii) if possible, demonstrate the Submission; and (iii) explain what impact the Submission would have for consumers.

##### 2) Final Phase: Detailed Explanation, Abstract and Video, If Submitted

In the Final Phase, in addition to looking at the abstract and video, if submitted, the Judges will review the Detailed Explanation. The Detailed Explanation must provide sufficient material so that the Judges can evaluate the Submission properly for how well it works, how it minimizes burden on consumers, and how easily it can be scaled, upgraded, and/or iterated upon. The Detailed Explanation may include a detailed description; a description of algorithms and/or formulas; or material (such as diagrams) to show how the Submission would function. It should include a description of possible methods to evaluate efficacy and results of any tests of the Submission's effectiveness. It should also discuss a strategy for implementation and adaptability.

C. The Submission will be assessed using the following Judging Criteria:

- 1) **Administrability and Feasibility to Execute:** How well does it work? How feasible / administrable is it to deploy? (50 points out of 100 total score)

How well does your Submission address at least one of the voice cloning harms intervention points listed above? If the idea is currently conceptual, what is the potential of this Submission to address at least one of the points?

Are there any conditions that need to be met in the current ecosystem for the Submission to be implemented? Can it function in today's marketplace? (E.g., Does it require changes to telecommunications networks? Does it require active cooperation by voice service providers and/or telephone manufacturers?) What resources are required to execute this submission?

How many consumers can be protected? If applicable, does it matter what type of technology consumers use – wireline vs. VoIP vs. mobile phones, different brands of phones, videoconferencing, digital voice clips? Proposals that will work for more consumers will be scored higher.

What evidence do you have to support your responses to the questions above?

Are there aspects of your Submission that require further development?

- 2) **Increased Company Responsibility, Reduced Consumer Burden:** If implemented by upstream actors, how does it place liability and responsibility on companies and minimize burden on consumers? How do we ensure that the assignment of liability and responsibility matches the resources, information, and power of the relevant actors? How does this mitigate risks at their source or otherwise strategically intervene upstream before harms occur? If required to be implemented by consumers, how easy is it for consumers to use? (20 points out of 100 total score)

Is your Submission something that upstream actors would implement to protect consumers, or is your Submission something that consumers would implement individually – or a mix of both?

For ideas that would be implemented by upstream actors: How does it place the onus on the upstream actors (e.g., voice cloning detection service providers, providers of voice cloning technology, telecommunications networks, telephone manufacturers) to mitigate harm and minimize burden on consumers? What is required of service providers to stand up and roll out your Submission? What consumer engagement is there, if any? Would your Submission be accessible to people with disabilities?

For ideas that would be implemented by consumers: How easy is your tool for everyday consumers without technical expertise to set up and use? How

much of a change to a user's regular routine would it represent? Would your Submission be accessible to people with disabilities?

For all ideas: What evidence do you have to support your responses to the questions above?

Are there aspects of your Submission that require further development to better meet its objectives?

- 3) **Resilience:** How is your Submission resilient to rapid technological change and evolving business practices? How easily can it be sustained and adapted as voice cloning technology improves, including how the idea will avoid or mitigate any additional safety and security risks that it itself might introduce? (30 points out of 100 total score)

How will the Submission stay up-to-date?

How easy might it be for bad actors to adapt and counter your Submission? How flexible is your Submission to adapt to new voice cloning techniques?

What evidence do you have to show how your Submission can be updated and resilient to current and future risks? Remember that the real test of a system is not whether you can break it (or find loopholes); it's whether bad actors can.

Are there aspects of your Submission that require further development to be better scaled, upgraded, or iterated upon?

D. To be considered for a Prize, Submissions must receive a score greater than zero in each required category (how well it works, how it minimizes burden on consumers, and how easily it can be scaled, upgraded, or iterated upon). If the Sponsor or Challenge Judges determine that no one satisfies each required category, no one will be deemed eligible for any Prize.

E. The Participant(s) whose Submission earns the highest overall score will be named Winner of the Top Prize identified below in Section 8, if the Participant satisfies the verification requirements described in Section 9, and subject to Section 6.G. If the Participant does not satisfy the verification requirements, the Top Prize may be awarded to the next highest scorer who satisfies the verification requirements, at the Sponsor's sole discretion. Large Organizations are not eligible to compete for or win the Top Prize.

F. The Participant(s) whose Submission earns the second-highest overall score will be named Winner of the Runner-Up Prize identified below in Section 8, if the Participant satisfies the verification requirements described in Section 9, and subject to Section 6.G. If the Participant does not satisfy the verification requirements, the Runner-Up Prize may be awarded to the next highest scorer who satisfies the verification requirements, at the Sponsor's sole discretion. Large Organizations are not eligible to compete for or win the Runner-Up Prize.

G. Up to three (3) Participants in the Final Phase who meet the Section 9 verification requirements may be awarded the Honorable Mention Prizes – described below in Section 8 – at the Sponsor’s discretion and subject to Section 6.G. The Sponsor has discretion to award Honorable Mention Prizes to Participants who have the highest score for a Submission addressing any of the Categories listed above. If the Participant does not satisfy the verification requirements, the Honorable Mention Prize may be awarded to the next highest scorer who satisfies the verification requirements, at the Sponsor’s discretion. Large Organizations are not eligible to compete for or win an Honorable Mention Prize.

H. The Large Organization Participant(s) whose Submission earns the highest overall score will be named Winner of the FTC Voice Cloning Challenge Recognition Award identified below in Section 8, if the Participant satisfies the verification requirements described in Section 9, and subject to Section 6.G. If the Participant does not satisfy the verification requirements, the Large Organization Prize may be awarded to the next highest scorer that satisfies the verification requirements, at the Sponsor’s sole discretion.

I. In the event of a tie between or among two or more Submissions where the Participants meet the verification requirements, the relevant Prize identified below in Section 8 will be divided equally between the tied Participants.

**8. Prizes**

<b>Winner</b>	<b>Prize</b>	<b>Quantity</b>
FTC Voice Cloning Challenge Top Prize	\$25,000 (USD)	Up to 1
FTC Voice Cloning Challenge Runner-Up Prize	\$4,000 (USD)	Up to 1
FTC Voice Cloning Challenge Honorable Mentions	\$2,000 each (USD)	Up to 3
FTC Voice Cloning Challenge Recognition Award	Recognition for participants ineligible for monetary awards	Up to 1

A. If no eligible Submissions are entered in the Challenge, no Prizes will be awarded. (*See also* Section 6.F above.) The Sponsor retains the right to make a Prize substitution (including a non-monetary award) in the event that funding for the Prize or any portion thereof becomes unavailable. No transfer or substitution of a Prize is permitted except at the Sponsor’s sole discretion. In the case of a team or organization Prize, it will be the responsibility of the winning team or organization’s Representative to inform the Sponsor how to allocate the Prize amongst the team or to the organization, as the Representative deems it appropriate.

B. Each Participant hereby acknowledges and agrees that the relationship between the Participant and the Sponsor is not a confidential, fiduciary,

or other special relationship, and that the Participant's decision to provide the Participant's Submission to Sponsor for the purposes of this Challenge does not place the Sponsor and its respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the Participant's Submission, except as specifically provided in these Official Rules.

C. Winners (including any winning team members or winning organization) are responsible for reporting and paying all applicable federal, state, and local taxes. It is the sole responsibility of winners of \$600 or more to provide information to the Sponsor in order to facilitate receipt of the award, including completing and submitting any tax forms when necessary. It is also the sole responsibility of winners to satisfy any applicable reporting requirements. The Sponsor reserves the right to withhold a portion of the Prize amount to comply with tax laws.

D. All payments shall be made by electronic funds transfer to an account at a United States-based financial institution, or by other means determined by the Sponsor.

#### **9. Verification of Eligibility for Receipt of a Prize**

A. All prize awards are subject to Sponsor verification of the winner's identity, eligibility, and participation in the creation of the Submission. The Sponsor's decisions are final and binding in all matters related to the Challenge. In order to receive a Prize, a Participant will be required to complete, sign and return to the Sponsor affidavit(s) of eligibility and liability release, or a similar verification document ("Verification Form"). (In the case of a team or organization, the Representative and all participating members must complete, sign and return to the Sponsor the Verification Form.) In addition, taxpayer identification numbers must be collected from the winner (including any winning team members) pursuant to 31 U.S.C. 7701 in order to issue a payment.

B. Participants potentially qualifying for a Prize will be notified and sent the Verification Form using the email address submitted at registration within 60 days after the close of the Challenge Period. The Sponsor reserves the right to change the time period to send the Verification Form without providing any prior notice. In the case of a team or organization, the notification will only be sent to the Representative. If a notification is returned as undeliverable, the Participant or team or organization may be disqualified at the Sponsor's sole discretion.

C. At the sole discretion of the Sponsor, a Participant forfeits any Prize if:

- 1) The Participant fails to provide the completed Verification Form within ten (10) business days after Sponsor sends the email notification discussed above (or in the case of a team, any team member fails to provide the completed

Verification Form within ten (10) business days after Sponsor sends the email notification to the team's Representative);

- 2) The Participant (or in the case of a team or organization, its Representative) does not timely communicate with the Sponsor to provide payment information and all other necessary information within ten business days of a request for such information;
- 3) Such individual or team or organization Representative is contacted and refuses the Prize;
- 4) The Prize is returned as undeliverable; or
- 5) The Submission of the Winner, the Winner, or any member of a Winner's team is disqualified for any reason.

D. In the event of a disqualification, Sponsor, at its sole discretion, may award the applicable Prize to an alternate Participant. The disqualification of one (or more) team members at any time for any reason may result in the disqualification of the entire team and of each participating member at the sole discretion of the Sponsor.

#### **10. Entry Conditions and Release**

A. By entering, each Participant (including, in the case of a team or organization, all participating members) agree(s):

- 1) To comply with and be bound by these Official Rules; and
- 2) That the application of the judging criteria, evaluation of the Submissions, and final selection of the winners is a matter of discretion of the Challenge Judges and Sponsor, and that their respective decisions are binding and final in all matters relating to this Challenge.

B. By entering, each Participant (including, in the case of a team or organization, all participating members) agree(s) to release, indemnify, and hold harmless the Sponsor, Challenge Judges, and any other individuals or organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Challenge, including their respective parents, subsidiaries, and affiliated companies, if any, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees and costs of Submission preparation) arising out of or relating to a Participant's entry, creation of Submission or entry of a Submission, participation in the Challenge, acceptance or use or misuse of the Prize, and the disclosure, broadcast, transmission, performance, exploitation, or use of a Submission as authorized or licensed by these Official Rules. Released claims include all claims whatsoever including, but not limited to (except in cases of willful

misconduct): Injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from the Participant's participation in a competition, whether the claim of injury, death, damage, or loss arises through negligence, mistake, or otherwise. This release does not apply to claims against the Sponsor arising out of the unauthorized use or disclosure by the Sponsor of intellectual property, trade secrets, or confidential business information of the Participant.

C. Without limiting the foregoing, each Participant (including, in the case of a team or organization, all participating members) agrees to release all Released Parties of all liability in connection with:

- 1) Any incorrect or inaccurate information, whether caused by the Sponsor's or a Participant's electronic or printing error 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, internet connectivity, or electronic transmission errors, or network hardware or software or failure of the Challenge Web site, or any other platform or tool that Participants, Sponsor, or Challenge Judges choose to use;
- 3) Unauthorized human intervention in any part of the entry process or the Challenge;
- 4) Technical or human error that may occur in the administration of the Challenge or the processing of Submissions; or
- 5) Any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Challenge or receipt or use or misuse of any Prize.

D. If for any reason any Participant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request the opportunity to resubmit its Submission. The request will be addressed at the sole discretion of the Sponsor if the Challenge Submission Period is still open.

E. Because the Challenge is an intellectual, rather than a physical exercise, and in light of the overall subject matter of the Challenge, the type of work that it possibly will require, and the low probability that any claims for death, bodily injury, or property damage, or loss could result from Challenge participation, the Sponsor determines that Participants are not required at this time to obtain liability insurance or demonstrate financial responsibility to participate in this Challenge.



## **11. Publicity**

Participation in the Challenge constitutes consent to the use by the Sponsor, its agents, and any other third parties acting on its behalf, of the Participant's name (and, as applicable, those of all other members of the team or organization that participated in the Submission) for promotional purposes in any media, worldwide, without further payment or consideration. Furthermore, a Participant's likeness, photograph, voice, opinions, comments, and hometown and state of residence (and, as applicable, those of all other members of the team or organization that participated in the Submission) may be used for the Sponsor's promotional purposes if the Participant provides consent. In addition, Sponsor reserves the right to make any disclosure required by law.

## **12. General Conditions**

A. Each Participant agrees that the Sponsor is vested with the sole authority to interpret and apply these Rules.

B. Sponsor reserves the right, in its sole discretion, to cancel, suspend, or modify the Challenge, or any part of it, with or without notice to the Participants, if any fraud, technical failure, or any other unanticipated factor or factors beyond Sponsor's control impairs the integrity or proper functioning of the Challenge or for any other reason. The Sponsor reserves the right at its sole discretion to disqualify any individual or Participant that the Sponsor 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 in a manner that is inappropriate, not in the best interests of this Challenge, or in violation of any applicable law or regulation.

C. Any attempt by any person to undermine the proper functioning of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to take proper legal action, including, without limiting, referral to law enforcement, for any illegal or unlawful activities.

D. The Sponsor's failure to enforce any term or condition of these Official Rules does not constitute a waiver of that term or condition. The Sponsor is not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Participants. Proof of sending or submitting is not proof of receipt by Sponsor.

E. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Challenge materials, including but not limited to the Challenge website or point of sale, television, print or online advertising, the terms and conditions of the Official Rules will prevail.

F. The Sponsor reserves the right to amend the terms and conditions of the Official Rules at any time, including the rights or obligations of the Participant and the Sponsor. The Sponsor will post the terms and conditions of the

amended Official Rules on the Challenge website (“Corrective Notice”). As permitted by law, any amendment will become effective at the time the Sponsor posts the amended Official Rules.

G. Excluding Submissions, all intellectual property related to this Challenge, including but not limited to trademarks, trade names, logos, designs, promotional materials, webpages, source codes, drawings, illustrations, videos, slogans, and representations are owned or used under license by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of the relevant owner(s) is strictly prohibited.

H. Should any provision of these Official Rules be or become illegal or unenforceable under applicable Federal law, such illegality or unenforceability will leave the remainder of these Official Rules unaffected and valid. The illegal or unenforceable provision may be replaced by the Sponsor with a valid and enforceable provision that, in the Sponsor’s sole judgment, comes closest and best reflects the Sponsor’s intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

### **13. Disputes**

Subject to the release provisions in these Official Rules, Participant agrees that:

A. The Participant waives, with respect to any dispute, claim, or cause of action arising out of or connected with this Challenge, any Prizes awarded, the administration of the Challenge, the determination of Winners, or the construction, validity, interpretation, and enforceability of the Official Rules, the right to participate in a class action or any other representative action;

B. Any and all disputes, claims, and causes of action arising out of or connected with this Challenge, any Prizes awarded, the administration of the Challenge, the determination of Winners, or the construction, validity, interpretation, and enforceability of the Official Rules will be resolved pursuant to Federal law; and

C. Under no circumstances will Participants be entitled to, and Participants hereby waive, all rights to claim, any punitive, incidental, and consequential damages and any and all rights to have damages multiplied or otherwise increased.

### **14. Privacy**

The Sponsor may collect personal information from the Participant when he or she enters the Challenge. Such personal information collected is subject to the privacy policy located here: <http://www.ftc.gov/site-information/privacy-policy>.

## **15. Contact Us**

Please visit the Challenge Web site for further Challenge information and updates.