

WATSONX Day: Challenge OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. COMPLETION OF IBM DOCUMENTATION REQUIRED TO PARTICIPATE IN THE CONTEST.

By participating in the Contest, you, as the “Participant” agree to be bound by the Name watsonx Challenge Official Rules (these “Official Rules”) and all Contest related communications from the Sponsor (including its authorized representatives and organizers) in any and all media/medium, and the decisions of the Sponsor and Judges (including their authorized representatives) which are final and binding in all respects.

- **CONTEST, DEVELOPMENT AND JUDGING PERIODS:** The Contest begins on or about 8 AM SGT on April 10, 2024 and ends approximately 10 AM SGT on Apr 11, 2024 (the “Contest Period”). The participant can work any time during the content period. During the Contest, Participant(s) will create and work with his or her team on an exercise on a watsonx product in the following Challenge tracks: watsonx.ai; watsonx Assistant with watsonx.ai and Watson Discovery; watsonx Orchestrate with watsonx.ai; and watsonx.governance.

Last call for submission of a team’s entry must be received by the Sponsor on or before 10 AM SGT on April 11, 2024 or the Participant’s entire team entry may be disqualified.

All dates and times are subject to change in Sponsor’s sole discretion. Dates and times are approximations; times may be shortened or extended as necessary due to exigencies of the circumstances or as deemed necessary by Sponsor but shall apply uniformly to all participation/Participant(s). All times relating to the Contest are in SGT. The Sponsor’s clock at the Contest shall be the official time keeping device for the Contest, unless otherwise stated.

SPONSOR:

The " watsonx Day: Challenge” (“Event”, “Contest”), is sponsored by International Business Machines Corporation (“IBM”, “Sponsor”, “we”, “us”).

ELIGIBILITY:

Eligible Participant(s) in this Contest must be 18 years of age or older and an employee of the invited companies or subsidiaries and must not be ineligible (as provided herein) or under a conflicting contractual or legal restriction to enter.

THIS CONTEST IS VOID TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. In addition, employees, employers, officers and directors of: (i) IBM Group, including Red Hat (ii) government agencies, departments, branches,

instrumentalities and public enterprises, whether regional, national or local (iii) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration, organization and/or execution of this Event and/or this Contest (all collectively the “Promotion Entities”), and, and (iv) the immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the Promotion Entities are not eligible to participate in the Contest. Prior to registering for the Event, each participant, whether individually or as part of a team, must ensure that he/she is in compliance with any employment or other contract to which he/she is a party on issues such as, but not limited to, eligibility to participate, intellectual property and acceptance of prizes.

IBM Group includes IBM Corporation and any legal entity and the subsidiaries it owns by more than 50 percent. It also includes Red Hat Inc. and all its subsidiaries.

You must meet the Eligibility criteria contained in this Participation Agreement. If you are ineligible or otherwise fail to comply with this Participation Agreement, you may be disqualified in Sponsor’s sole discretion. You are solely responsible for your own compliance with Eligibility criteria.

ADDITIONAL IMPORTANT NOTICE: Participant(s) have the responsibility to review and understand their employer’s policies, laws, rules and/or regulations, tax implications, and any other limitations (collectively “policies and laws”) regarding eligibility to participate in promotions and/or receive prizes in connection therewith. Furthermore, if a participant, including Participant, enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such policies and laws, Sponsor may, in its sole discretion, disqualify the participant and forfeit their prize, if applicable. Promotion Entities disclaim all responsibility and liability relating to the above; by entering Participant(s), including Participant, agree to release, indemnify, defend, and hold them harmless in all respects thereto.

REQUIREMENTS PRIOR TO PARTICIPATION: Prior to being allowed to participate in the Contest, eligible invitees will be required, among other things, to register for the Contest and agree to be bound to these Official Rules, establish an IBM Cloud Account with access to watsonx services, execute and comply with any other specific instructions, directions and documentation that may be required by Sponsor) (“IBM Documentation”). The IBM Documentation will be made available prior to the Contest during registration. If Participant does not agree to all the terms and conditions of participation stated in the IBM Documentation, Participant must withdraw from the Contest by promptly contacting IBM. Participant will be required to sign an electronic copy of the applicable IBM Documentation when requested by IBM. The Contest, participation therein, and all Participant(s), entries, and submissions, are --- in addition to the aforementioned IBM Documentation --- also subject to and governed by the IBM Privacy Policies (defined below in the PRIVACY AND PUBLICITY Section) and agreement to these Official Rules (references herein to the Official Rules include the IBM Privacy Policies).

TEAM MEMBERSHIP: Participant(s) may participate in the Contest individually or in teams up to four (4) people. Participant(s) may only work on one team. Participant affirmatively agrees to work on Participant's team's entry only and in a spirit of mutual collaboration and respect for all team members and their contributions. Sponsor reserves the right to disqualify an individual team member, including Participant, without affect to the applicable entry or applicable team members, due to such individual's failure or behavior. Sponsor may require each team to assign one team member ("Team Representative") to be the primary point of contact for the team during the Contest. The same submission cannot be entered into this Contest more than one time, or by more than one Participant, and in such Contest, one or all Participant(s) and entries may be disqualified.

ENTRY REQUIREMENTS: Limit one (1) entry per Participant/team. Your team's materials submitted in connection with the Event will be referred to herein as your team's "Submission". Winning teams are required to submit the following deliverables:

1. Output score
2. Product pitch
3. Recommendation for innovative use case using watsonx

Submissions must be in English. You may participate on only one team and submit one product per team. Your team must complete its submission before the end of the Challenge. The entry must be in English. Participant(s) must make the entry available free of charge and without any restriction, for testing, evaluation, and use by IBM and Participant(s) as applicable.

Unsuccessful, exploitative, fraudulent, misleading, harmful, non-functioning, invalid, non-compliant, incomplete entries in whole or in part or those not deemed to be submitted in good faith may be disqualified. Proof that an entry is presented at the Contest is not proof or evidence that the entry and/or Participant is eligible for the Contest. Participant(s) must attend and complete the entire Contest in order to be eligible to win a prize in the Contest. Attendees who quit, are disqualified, ejected, or otherwise fail to complete the Contest (including the product pitch) will not be eligible to win a prize in the Contest.

Further, by entering this Contest, Participant(s) hereby represent, warrant and covenant (as applicable), and agree to produce written evidence of such if requested, that:

- (i) The entry, in whole and in part, is original work of Participant, is original to the Contest (i.e. was not developed in any substantive form/format prior to the Contest), does not violate or infringe upon any laws, rules, regulations, proprietary or intellectual property rights (including copyrights, trademarks, patents, trade secrets, industrial property rights, personal or moral rights), or any other laws, regulations, or rights whatsoever of any country, person and/or entity;
- (ii) The entry, in whole and in part, is submitted to the Contest by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the entry or any part thereof, who are depicted (directly or indirectly) in

the entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the entry and its use pursuant to these Official Rules;

(iii) Participant has all other rights, licenses, permissions and consents necessary to submit the entry and to grant all of the rights granted to the Promotion Entities in these Official Rules, and the exercise thereof by the Promotion Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, approval or consultation rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the submission, use, exhibition and/or any other use or exploitation of the entry, in whole and in part, the use thereof by Sponsor, and the exercise by Promotion Entities of any of the rights granted in these Official Rules;

(iv) The entry in whole or in part contains no malware, including viruses, trojans, worms, bugs, spyware or any other harmful software, code or other devices; and

(v) The entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious or sensitive content, or illegal content (including but not limited to technology or other content that is prohibited from export), content of an obscene or menacing character, and does not otherwise appear to condone such issues, or offend against reasonable standards of taste and decency.

In order to be eligible for this Contest, the submitted entry, in whole and in part (and its entrant(s)) must comply with all other terms stated in these Official Rules.

GENERAL ENTRY CONDITIONS: Once committed, an entry may not be cancelled or deleted, enhanced, added to, or improved, and will not be returned, if applicable. The entry as a whole (which must include the product pitch) will be considered and judged during the Judging Period, which may be extended due to exigencies of the circumstances. The entry may be displayed, viewed, and used by the Promotion Entities in whole or in part, as provided herein and by others interested in, involved with, or administering the Contest, and by all other Participant(s) in the Contest. Participant(s) assume all risk of ineligible, damaged, lost, late, incomplete, invalid, incorrect, incompatible, non-functioning, or misdirected entries, in whole or in part, and such will not be eligible for a prize. SPONSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH ITS ABILITY TO IN ANY WAY ENABLE, DEVELOP, MARKET OR PROMOTE THE PARTICIPANT, THE ENTRY, NOR THE IDEAS OR TECHNOLOGY EMBODIED OR SET FORTH IN THE ENTRY, IN WHOLE OR IN PART.

Without limitation, Sponsor reserves the right to immediately disqualify and/or remove at any time (before, during or after the Contest) any entry and/or participant for any reason in its

absolute discretion. Without limiting the foregoing, if at any time a participant and/or winner is found to have breached, violated or failed to comply with these Official Rules (or any IBM Documentation or other agreement), in whole or in part, at any time, or is or found at any time to have been ineligible, they will be immediately disqualified and agree to immediate return in full any and all prizes to Sponsor (if applicable).

Participant(s) understand, recognize, and accept that, without fault of the Promotion Entities, other Participant(s) or persons may have provided one or more of the Promotion Entities, or others, or made public, or may in the future submit, or make public, materials that are the same or similar to Participant's entry. Further, Participant(s) have independent access to, may create or have created apps, technologies, methods, materials, and ideas which may be similar or identical in whole or in part to another entry in concept, code, theme, idea, format, or other respects. In the Contest that an entry is identical or similar to the entry of another Participant, the Promotion Entities reserve the right to score one entry higher than the other, subject to the judging criteria set forth herein, in the discretion of Sponsor and Judges. Entries may not be acknowledged and will not be received or held "in confidence" or "in trust" and by submitting an entry it does not create a confidential relationship or obligation of secrecy between Participant and any of the Promotion Entities. Participant(s) will not now or in the future be entitled to any approval, rights of compensation, or any other payment; unless adjudged and verified a winner pursuant to these Official Rules, and in such Contest, only to the extent of the prize award. Further, Participant(s) and winners agree that by submitting an entry and/or receiving a prize in the Contest does NOT give rise to or in any way create, either express or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between them and any one or more of the Promotion Entities, or any other person or entity. The Promotion Entities disclaim all responsibility and liability relating to all of the above; by entering Participant(s) agree to release, indemnify, defend, and hold them harmless in all respects thereto.

WINNER SELECTION: At the conclusion of the Contest Period, Participant, working with his/her team, will submit an answer to one of three (3) Challenge Tracks.

A panel of judges will evaluate each submission using a combination of judging criteria as described in this section. Notwithstanding the foregoing, the Sponsors may reject any Submission that does not satisfy the objective of the Event in the Sponsors' discretion. Any such decision is final and not subject to appeal.

Each Submission will be scored based on the following criteria with a minimum score of 0 and maximum score of 10 points, with the final score being the average of the judges' scores and an assessment of the output score for completed track activity, the project pitch, and the recommendation for an innovative use case using watsonx. Criteria:

- Business impact (5 points)

- Demo/pitch (5 points)

Assuming sufficient eligible entries are received, it is anticipated that potential winners will be selected based on the highest score from the judging of submissions. Scores will be determined by reviewing all three deliverables.

Sponsor may, but without obligation, select more than the stated number of winners if found to be of exceptional quality in Sponsor's sole and absolute discretion. Sponsor reserves the right to select fewer than the stated number of prize winners due to insufficient eligible and qualified entries/Participant(s). By way of example only, Sponsor reserves the absolute right in its sole discretion to disqualify as ineligible entries that do not provide (in Sponsor sole determination) a credible or feasible use of watsonx technology, appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant. All prize awards are subject to Sponsor's verification of entrant/entry's eligibility and compliance.

In the Contest if any Participant is a potential winner but is disqualified, forfeits the opportunity to continue/receive a prize in the Contest, or is otherwise unable or unwilling to participate or accept a prize (as applicable), the entire team may be disqualified and an alternate entry and potential winner may be selected (in Sponsor's sole discretion) and only if fair, and sufficient time exists.

PRIZES: Subject to receiving sufficient eligible entries, prize(s) available to be awarded are as follows:

- 1st Place – Apple AirPods Pro
- 2nd place – watsonx hoodie
- 3rd place – watsonx tshirt

Limit one (1) Prize per team member. All prize awards are contingent upon verification of potential winners and entry, confirmation of their eligibility to receive a prize, and compliance with these Official Rules. Winning teams are responsible for allocating prizes and gifts among team members. All taxes and other expenses, costs or fees associated with the acceptance and/or use of any prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner.

TAXES: All winners are solely responsible for payment of local, state, country, or any other taxes if applicable, compliance with (governmental/SARs) reporting, filing and documentation requirements, and for any other costs, expenses and fees connected with their acceptance and use of the prize in their respective jurisdictions. Prizes will be awarded to and in the name of the individual Participant or to a designated team member.

COMPLIANCE AND DISQUALIFICATION: In the event of disqualification for noncompliance, ineligibility, if a potential winner refuses or fails to complete and return release documents as

directed on or within the time stated, or for any other reason arising after the Contest and attendees have departed, that prize will be forfeited in its entirety and Sponsor will not award that respective prize. Returned, undelivered, unclaimed, forfeited, or un-awarded prizes will not be (re)awarded. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the prize to any Participant.

THESE OFFICIAL RULES (ENGLISH VERSION) SHALL GOVERN THE CONTEST AND ALL ELEMENTS THEREOF AND OUR RESPECTIVE OBLIGATIONS WITH RESPECT THERETO. USE OF THE WEBSITE, INFORMATION PRACTICES, AND ALL OTHER GENERAL TERMS ARE GOVERNED BY SPONSOR'S TERMS OF USE FOR THE WEBSITE AND/OR PRIVACY POLICY AS APPLICABLE. IN THE EVENT OF A DISCREPANCY BETWEEN ANY INFORMATION AND/OR COMMUNICATION, THESE OFFICIAL RULES SHALL GOVERN TO ADDRESS ISSUES RELATING TO THE CONTEST.

INTELLECTUAL PROPERTY RIGHTS: Each Participant represents and warrants that Participant(s) own the rights to a Submission to a Contest that you create using Technology (as defined below). You and all Participant(s) grant to IBM a perpetual, fully paid up, irrevocable, nonexclusive, worldwide license to your/their Submissions, including the right to use, have used, execute, display, reproduce, make, have made, perform, disclose, prepare derivative works from, and distribute, sell, offer to sell, import, have imported and transmit their project and derivative works therefrom for any purpose, and the right to sublicense others to do any or all of the foregoing. You and your team will be disqualified if Sponsor has any reason to believe that your team has violated the terms of this paragraph. You and your teammates should consult with appropriate advisors or legal counsel if you or your teammates have any doubt as to whether you and all Participant(s) are meeting the requirements of this paragraph.

"Technology" means, without limitation, content (including pictorial, audio, and audio-visual content), code, specifications, technical information, algorithms, images, design, art, music, graphics, special effects, data, and any other information or materials protected by any intellectual property right.

PRIVACY AND PUBLICITY:

a. Sponsor, and their affiliates and contractors, may, wherever they do business, store and otherwise process your personal identifiable information ("PII"), as detailed on the "IBM Privacy Page" identified below in the Privacy Policy Table in this "Privacy Policy" section, for the purposes and the duration set forth in the IBM Privacy Page.

With respect to your PII processed by Sponsor, the IBM privacy policies (identified in the Privacy Policy Table below) provide additional details.

By accepting the Official Rules, you are giving Sponsor your consent to collect, access, store, and use the PII specified in this Privacy Policy section, all in accordance with this Participation Agreement and in accordance with the Sponsor’s privacy policy identified in the Privacy Policy Table below.

b. You represent and warrant that you will not provide Sponsor with any personally identifiable information that relates to or identifies an individual, other than the PII specified in this Privacy Policy Section of this Participation Agreement.

Privacy Policy Table

Sponsor: IBM Privacy Statement	https://www.ibm.com/privacy/us/en/
Sponsor: IBM Online Privacy Statement	https://www.ibm.com/privacy/details/us/en/

You may be filmed or photographed while you are participating in the Contest activities. Except where prohibited, by participating in the Contest, you agree that we may use your name, likeness, photographs, audio-visual footage, comments, and any other record of your participation in the Contest for promotional purposes at any time and in any media.

RELEASE AND INDEMNIFICATION: To the maximum extent permitted by law, Participant(s) and winners agree to release, indemnify, defend and hold harmless (“Release”) Sponsor, Promotion Partners, and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents (“Released Parties”) from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorneys’ fees) whether or not litigation is commenced (“dispute”) arising at any time from participation in the Contest, the entry (in whole or in part), Contest and/or prize-related activity or inability to participate in parts thereof, the delivery, acceptance, use, misuse of a prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, delict (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Promotion Entities, and/or any other party or entity.

Further, to the maximum extent permitted by law, and without limiting the foregoing, Participant(s) and winners agree to Release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute brought by any Participant, or other persons or entities (who may be other than a party to these Official Rules) arising from or related to an entry, participation and/or involvement in any other respect in the Contest, and/or the delivery, acceptance, use, misuse of a prize or any failure with respect thereto. Participant(s) and

winners covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind these Releases to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in connection with the Contest.

If any item or provision contained in these Official Rules or any part thereof is declared or becomes unenforceable, invalid, or illegal for any reason, all other terms and provisions of these Official Rules shall remain in full force and effect as if these Official Rules had been executed without the offending provision appearing therein.

LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT'S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF MATERIALS TO THE WEBSITE, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF A PRIZE.

NETWORKS AND CANCELLATION: Promotion Entities are not responsible for typographical error; technical, network, computer, digital, telephone, cable, electronic, or hardware or software malfunctions, failures, connections, problems; incompatibility; unavailable, garbled, corrupt, or jumbled transmissions; service provider, Internet, web site, blog site, user net accessibility, availability or congestion; unauthorized human intervention or security breach; the unauthorized access to, alteration of entries in whole or in part, the incorrect or inaccurate capture or processing of entries, or other information, or the failure to process, collect or communicate any such information; electronic errors, omissions, interruptions, deletions, defects, and/or delays; or loss, theft or destruction of any entry, or other Contest related materials or information, in whole or in part. If for any reason the Contest, or any part thereof, is not capable of running as planned for any reason, including (but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, artifice, fraud, cheating, technical failures, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any part thereof. Sponsor reserves the right to select only potential winners from eligible, non-suspect entries received (prior to the force majeure event or otherwise), but only if doing so is deemed commercially practicable/feasible, and equitable in Sponsor's sole determination under the circumstances. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest, or any part

thereof, is a violation of laws and should such an attempt be made, Sponsor reserves the right to disqualify Participant and seek damages from any such Participant to the fullest extent of the law.

CHOICE OF LAW, FORUM, AND RECOURSE TO JUDICIAL PROCEDURES: Participant(s) agree to the application of the laws of New York state, without regard to conflict of law principles. All disputes will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction: the New York courts, United States.

Sponsor reserves the right, without notice or prior approval, to modify or supersede these Official Rules in its sole reasonable discretion and in such Contest will post revised Official Rules on the Website and at the Contest Location, which will continue to govern all aspects of the Contest.