



Billing Code: 3410-30-P

DEPARTMENT OF AGRICULTURE

Food and Nutrition Service

Announcement of Competition under the America COMPETES

Reauthorization Act of 2010

AGENCY: Food and Nutrition Service (FNS), USDA.

ACTION: Notice of prize competition

SUMMARY: The goal of the prize competition (also described as “the hackathon”) is to produce an open source electronic school meal application that States and school districts can adapt for their own use. FNS hopes to develop a prototype that incorporates the best ideas from the innovation community at large. The application will contain a minimum FNS-defined package of design features that target applicant error and reduce applicant burden. FNS looks to innovators in design, human behavior, and software development to build upon these goals and give life to a model application that is visually appealing, easy to use, fast and efficient, and technically sound.

PRIZE COMPETITION SPONSOR: The prize competition is being sponsored by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), 3101 Park Center Drive, Alexandria, VA 22302. The Contest Sponsor, and only the Contest Sponsor, makes all decisions related to the development, management, and implementation of the Contest.

PRIZE COMPETITION ADMINISTRATOR: Devpost, Inc. (“Devpost”), 433 W. 14th Street, #3F, New York, NY 10014, will be administering the prize competition. The Administrator will be the official timekeeper for the prize competition.

DATES AND TIMING:

Prize Competition Submission Period: December 1, 2015 (10:00am Eastern Time) –March 1, 2016 (5:00pm Eastern Time) (the “Hackathon Submission Period”)

Judging Period: March 16, 2016 (10:00am Eastern Time) – March 25, 2016 (5:00pm Eastern Time) (the “Judging Period”)

Public Voting Period: March 16, 2016 (10:00am Eastern Time) – March 25, 2016 (5:00pm Eastern Time) (the “Public Voting Period”)

Winner Announcement Date: On or around March 31, 2016 (2:00pm Eastern Time)

FOR FURTHER INFORMATION CONTACT: Edward Harper, Director, Office of Program Integrity, Food and Nutrition Service, USDA. (703) 305-2340.

SUPPLEMENTARY INFORMATION:

NAME: E.A.T. School Lunch UX Challenge

TAGLINE: Electronic Application Transformation – Create a model electronic application for the National School Lunch Program and help millions of American students access school meals.

Background

An overwhelming majority of America's school children -- roughly 50 million elementary and secondary school students -- attend institutions that participate in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). Most consume school meals on a regular basis. In total, about 100,000 schools and institutions serve more than 5 billion meals through NSLP and 2 billion via the SBP to America's children each school year. Traditionally, households have applied for free or reduced price meal benefits by submitting paper or online applications through their local schools. Millions of these applications are filed every year and as of 2014, nearly 10 million low income children were certified by application for these benefits. However, due to issues with reporting, calculating, and processing, many applications contain errors that result in incorrect eligibility decisions for children.

FNS currently offers a prototype paper application on its website, and thousands of school districts have adopted or modified that application for their own use. Many districts also offer online applications, but FNS does not have an electronic prototype for them to use as a model. FNS recognizes that a well-designed electronic application holds promise as a tool to both facilitate access to program benefits and reduce certification error. Electronic applications have the potential to reduce applicant error by providing prompts and feedback to the user during the application process. For example, an electronic application can be designed to:

- Guide applicants through a process that prompts for all includable income types,
- Alert applicants to missing information, and
- Prompt applicants to confirm the accuracy of a final monthly income total.

The agency believes that inviting ideas from a broad community of design experts and programmers may be the best way to develop the most effective final product. Through this challenge, FNS hopes to develop a prototype that incorporates the best ideas from the innovation

community at large. The challenge model gives the agency access to the talents of individuals that we are unlikely to reach through the traditional contracting process.

SUMMARY OF HOW TO ENTER AND JUDGING CRITERIA

Eligibility – Who Can Participate?

- Individuals who are at least 18 years of age or older, and who are citizens or permanent residents of the United States, at the time of entry (“Eligible Individuals”).
- Teams of Eligible Individuals (“Teams”).
- Organizations (including corporations, not-for-profit corporations and other nonprofit organizations, limited liability companies, partnerships, and other legal entities) that exist and have been organized or incorporated at the time of entry, are domiciled in the United States, and employ no more than 50 people (“Small Organizations”).
- Organizations (including corporations, not-for-profit corporations and other nonprofit organizations, limited liability companies, partnerships, and other legal entities) that employ more than 50 people and are domiciled in the United States (“Large Organizations”). Please note, however, that Large Organizations will only be eligible to win the Large Organization Recognition Award, which carries no monetary value. Large Organizations will not be eligible to receive any other prize in connection with this Hackathon.

(The above are collectively, “Makers.”)

An individual may join more than one Team, Small Organization, or Large Organization and an Eligible Individual who is part of a Team, Small Organization, or Large Organization may also enter the Hackathon on an individual basis.

If a Team, Small Organization, or Large Organization is entering the Hackathon, they must appoint and authorize one *Eligible Individual* (the “Representative”) to represent, act, and enter a Submission, on their behalf. The Representative must meet the eligibility requirements above for Eligible Individuals. By entering a Submission on the Hackathon Website on behalf of a Team, Small Organization, or Large Organization, you represent and warrant that you are the Representative authorized to act on behalf of your Team, Small Organization, or Large Organization.

The Prize Competition IS NOT open to:

- Individuals who are residents of, or organizations domiciled in, a country, state, province or territory outside of the United States.
- Organizations involved with the design, production, paid promotion, execution, or distribution of the Hackathon, including USDA and Devpost (“Promotion Entities”).
- Employees, representatives and agents** of such organizations, and all members of their immediate family or household.*
- Any other individual involved with the design, production, promotion, execution, or distribution of the Hackathon, and each member of their immediate family or household.*
- Any Judge (defined below); any company or individual that employs a Judge; or any company for whom a Judge serves as an officer, director, or agent.
- Any parent company, subsidiary, or other affiliate*** of any organization described above.
- Any individual, teams of individuals, or organizations that have a familial or financial relationship with any judge.
- Any Federal entity or Federal employee acting within the scope of their employment, or

as may otherwise be prohibited by Federal law (employees should consult their agency ethics officials).

- Any individual, Team, Small Organization, or Large Organization that used Federal facilities or consulted with Federal employees to develop their Submission (as defined below), unless the facilities and employees were made available to all Makers participating in the Hackathon on an equitable basis.
- Any individual, Team, Small Organization, or Large Organization that used Federal funds to develop their 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 Hackathon, the prize monies will need to 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 Hackathon.
- Any other individual or organization whose participation in the Hackathon would create, in the sole discretion of the Sponsor and/or Administrator, a real or apparent conflict of interest.

* The members of an individual's immediate family include the individual's spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings. The members of an individual's household include any other person that shares the same residence as the individual for at least three (3) months out of the year.

**Agents include individuals or organizations that in creating a Submission to the Hackathon, are acting on behalf of, and at the direction of, a Promotion Entity through a contractual or

similar relationship.

***An affiliate is: (a) an organization that is under common control, sharing a common majority or controlling owner, or common management; or (b) an organization that has a substantial ownership in, or is substantially owned by the other organization.

Additional Prize specific eligibility requirements for students are stated below under Prize Specific Eligibility Requirements.

SUBMISSION REQUIREMENTS

A. How to Enter.

Makers must do the following to participate in the Hackathon:

(1) **Registration:** Register for the Hackathon on the Hackathon Website by clicking the “Register for this hackathon” button. To complete registration, sign up to create a Devpost account, or log in with an existing Devpost account. There is no charge for creating a Devpost account. Registration will enable you to receive important updates and access the “Enter a Submission” page.

(2) Submission:

- **Web-based Form:** Build a functioning, web-based form that runs in a desktop web browser, and collects data required for the National School Lunch Program application, while improving applicant user experience and reducing applicant errors (each a “Web-based Form”). The Web-based Form refers both to the design elements of the form (the user interface) as well as the underlying program code. Your Web-based Form must:
 - Include and collect required fields necessary for application consideration by local school districts. A list of the required fields can be found below in Section 4C, and

- on the Resources & Requirements page of the Hackathon Website Makers should include all required fields, however, the Sponsor may, at their discretion, deem a Web-based Form eligible, if it includes a substantial majority of the required fields.
- Be open-sourced and provided under MIT license.
 - Include a way to capture, save, and export the completed Web-based Form responses.
 - Include user interface question prompting, to assist with form completion.
 - **Demonstration Video:** Create a demonstration video walking through the main features of the Web-based Form via a step-by-step visual demonstration of the user flow involved in completing the form. The video should speak to how the Maker’s design of the Web-based Form improves the user experience for applicants and reduces error.
 - **Additional Submission Requirements:** Complete and enter all of the required fields on the “Enter a Submission” page of the Hackathon Website (each a “Submission”) during the Hackathon Submission Period. Required fields include:
 - Uploaded image(s) of the Web-based Form design
 - A text description of the Web-based Form including the Maker’s approach to the design and user experience
 - A link to the working Web-based Form
 - A link to an open source code repository (on Github or Bitbucket, for example)
 - Follow the additional requirements described below.

B. Language Requirements.

All Submission materials must be in English or, if not in English, the Maker must provide an English translation of the demonstration video, text description, and testing instructions as well

as all other materials submitted.

C. Additional Web-based Form Requirements & Recommendations.

(1) **Functionality:** The Web-based Form must be capable of running consistently on the web, and must function as depicted in the demonstration video and/or expressed in the text description.

(2) **Platform:** A submitted Web-based Form must be hosted on the web and must run on a desktop web browser.

(3) **Required Fields:** A Maker's Web-based Form should prompt users for the following (Please visit the Resources and Requirements pages of the Hackathon Website for background and context on the School Lunch Program application requirements):

- A list of the names (first, middle initial, last) of all household members, both children (students and non-students) and adults.
- Place to indicate each child's status as foster, homeless, migrant or runaway, as applicable
- Income and frequency for each household member.
- The last four digits of the social security number of the adult household member
- If the adult member signing the application does not possess a social security number, the household must be able to indicate so.
- Prompted to enter or confirm the total number of household members.
- Field for a case number for Assistance Programs (SNAP, TANF, FDPIR).
- Electronic signature by an adult member of the household (signatures do not need to be government certified for the purpose of this competition).

- The date the application was signed.
- Address, phone number and email address (and an indication that these fields are optional).
- City, state and zip code
- All required statements (ex. USDA Non-Discrimination Statement, Use of Information Statement, Attesting Statement, and Children’s Racial & Ethnic Identities Question).

(4) **User Testing:** Makers should demonstrate that user testing of their Web-based Form was completed and feedback was provided. To do so, Makers may utilize and complete the sample user-testing questionnaire to describe testing provided on the Hackathon Website, or may address user testing in the demonstration video. While user testing is not required for eligibility, Makers are strongly encouraged to conduct user testing to improve the user experience of their Web-based Form. Submissions will be evaluated on the extent to which user testing was conducted, as set forth below in the Judging section.

(5) **Testing:** The Maker must make their working Web-based Form available online; make it open source under MIT license; and provide it free of charge, and without any restriction, for testing, evaluation and use by the Sponsor, Administrator and judges during the Hackathon and for 90 days following the Winner Announcement Date. Makers will be required to provide a link for accessing the Web-based Form on the “Testing Instructions” field on the Enter a Submission form.

(6) **Multiple Submissions:** A Maker may submit more than one Submission; however, each Submission must be unique and substantially different from any other Submission entered by the Maker. Whether a Maker’s multiple Submissions are unique will be determined at the discretion of the Sponsor and/or the Administrator.

(7) **Third Party Tools:** Web-based Forms may integrate third party technologies, tools, database solutions, APIs, and libraries provided the Maker is authorized to use them and the use of such third party tools is consistent with making the Web-based Form open source under MIT license.

(8) **Intellectual Property:** Your Submission (including all design elements, functionality, and program code) must: (a) be your (or your Team, Small Organization, or Large Organization's) original work product; (b) be solely owned by you, your Team, your Small Organization, or your Large Organization with no other person or entity having any right or interest in it; (c) not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity; and (d) be publicly available and open source under MIT license. A Maker may contract with a third party for technical assistance to create the Submission provided the Submission components are solely the Maker's work product and the result of the Maker's ideas and creativity, and the Maker owns all rights to them. A Maker may submit a Submission that includes the use of open source software, provided the Maker complies with applicable open source licenses and, as part of the Submission, creates software that enhances and builds upon the features and functionality included in the underlying open source product. By entering the Hackathon you represent, warrant, and agree that your Submission meets these requirements.

(9) **Financial or Preferential Support:** A Submission must not have been developed, or derived from work developed, with financial or preferential support from the Sponsor or Administrator. Such Submissions include, but are not limited to, those that received funding or investment for their development, were developed under contract, or received a commercial license, from the Sponsor or Administrator any time prior to the end of Hackathon Submission

Period. The Sponsor, at their sole discretion, may disqualify a Submission, if awarding a prize to the Submission would create a real or apparent conflict of interest.

D. Text Description, Image, and Video Requirements.

(1) **Text Description:** The text description should explain the features and functionality of your Web-based Form and how the design improves user experience for applicants and reduces error.

(2) **Images:** The image(s) should be photographs or screenshots of your working Web-based Form.

(3) **Video:** The video portion of the Submission:

(a) Should be less than five (5) minutes;

(b) Must include footage that clearly explains the Web-based Form's features and functionality through a comprehensive, step by step demonstration;

(c) Should address how the design improves user experience for applicants and reduces error;

(d) Must be uploaded to YouTube.com or Vimeo.com, and a link to the video must be provided on the submission form on the Hackathon Website; and

(e) Must not include third party trademarks, or copyrighted music or other material unless the Maker has permission to use such material.

SUBMISSION RIGHTS

A. Maker Rights: The Maker will be credited with their work on the Submission on the Hackathon Website, but will make the Web-based Form available open source, under MIT license.

B. Sponsor Rights: By entering the Hackathon, you grant to the Sponsor, Administrator, and any other third parties Sponsor, a royalty-free, non-exclusive, worldwide perpetual license to display publicly and use for promotional purposes the Submission, in perpetuity. This license includes, but is not limited to, posting or linking to the Submission on Sponsor's, or Administrator's, and partners' websites and applications, including the Hackathon Website, and display and promotion of the Submission in any other media, worldwide.

C. Submission Display: The following Submission components may be displayed to the public: name, description, images, video URL, website URL (open source repo), and Team members. Other Submission materials may be viewed by the Sponsor, Administrator, and Judges for screening and evaluation.

D. Third Party Rights: By entering the Hackathon, you grant free and unlimited use of all design elements, functionality, and program code by all parties, public and private including for-profit commercial entities. This includes use or modification of your submission by any party in the development of an application for use by, or for sale to, any school or school district that participates in the National School Lunch Program or the School Breakfast Program.

E. Makers represent and warrant that the Sponsor, Administrator, and Hackathon partners are free to use Makers' Submission in the manner described above, as provided or as modified by Administrator, without obtaining permission or license from any third party and without any compensation to Makers.

JUDGING

A. Judges: Eligible Submissions will be evaluated by a panel of judges selected by the Sponsor (the “Judges”). Judges may be employees of the Sponsor or external, may or may not be listed individually on the Hackathon Website, and may change before or during the Judging Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the Sponsor.

B. Criteria: The Judges will score eligible Submissions using the following, equally weighted criteria (the “Judging Criteria”):

- (1) **UX and Design Appeal** (Includes the degree to which the design reinvents the user experience of the form – focusing on usability, intuitiveness, and design appeal.)
- (2) **Effectiveness & Efficiency of Behavioral Prompts** (Does the design keep the user engaged through user prompts? Does the design guide the applicants through all required fields and reduce mistakes?)
- (3) **Implementation of Form Requirements** (Includes the extent to which the design adheres to the set of form and field requirements presented.)
- (4) **Application Code Documentation & Implementation** (Includes the completeness and efficiency of the application documentation and code.)
- (5) **Demonstration of Testing and Debugging** (Includes the extent to which user testing and debugging was performed and demonstrated within the submission.)

The Judging Criteria above may not apply to every Prize. See the Prizes section below for the Judging Criteria that apply for each Prize. The Maker(s) that are eligible for a Prize, and whose Submissions earn the highest overall scores based on the applicable Judging Criteria, will

become potential winners of that Prize.

C. Submission Review: JUDGES ARE NOT REQUIRED TO TEST THE APPLICATION AND MAY CHOOSE TO JUDGE BASED SOLELY ON THE TEXT DESCRIPTION, IMAGES AND VIDEO PROVIDED IN THE SUBMISSION.

D. Tie Breaker: For each Prize listed below, if two or more Submissions are tied, the tied Submission with the highest score in the first applicable criterion listed above will be considered the higher scoring Submission. In the event any ties remain, this process will be repeated, as needed, by comparing the tied Submissions' scores on the next applicable criterion. If two or more Submissions are tied on all applicable criteria, the panel of Judges will vote on the tied Submissions.

PRIZES

Winner	Prize	Quantity	Eligible Makers	Applicable Judging Criteria
First Prize	US\$20,000	1	All except Large Organizations	i, ii, iii, iv, v
Second Prize	US\$10,000	1	All except Large Organizations	i, ii, iii, iv, v
Third Prize	US\$5,000	1	All except Large Organizations	i, ii, iii, iv, v
Honorable Mention	US\$2,000	5	All except Large Organizations	i, ii, iii, iv, v

Student Award	US\$1,000	1	Students (see Section on prize eligibility requirements below)	i, ii, iii, iv, v
Best Creative Design Aesthetic	US\$1,000	1	All except Large Organizations	Bonus prize awarded to the Submission with the highest score on Judging Criterion (i) “UX and Design Appeal”
Best Technical Implementation	US\$1,000	1	All except Large Organizations	Submission with the highest combined score on Judging Criteria (iii) “Implementation of Form Requirements” and (iv) “Application Code Documentation & Implementation”
Best Behavioral Element	US\$1,000	1	All except Large Organizations	Submission with the highest score on Judging Criterion (ii) “Effectiveness & Efficiency of Behavioral Prompts”
Popular Choice Award	US\$1,000	1	All except Large Organizations	Determined by public voting**
Large Organization Recognition Award	Recognition only	1	Only Large Organizations	i, ii, iii, iv, v

**Please review the Devpost Terms of Service at <http://Devpost.com/terms> for voting rules.

PRIZE SPECIFIC ELIGIBILITY REQUIREMENTS

Best Student App Eligibility Requirements

In addition to the requirements in the Eligibility Section, Makers (including all members, if a Team submission) must:

- Be currently enrolled in at least nine credits or three courses, or the equivalent at the time

of entry (or must have been enrolled in such credits or courses within the past three months); OR

- Have graduated in the three months prior to the date of entry from either a secondary school or functional equivalent, or an accredited post-secondary institution (e.g., university, community college, technical college).

VERIFICATION OF POTENTIAL WINNERS

A. Verification Requirement: THE AWARD OF A PRIZE TO A POTENTIAL WINNER IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. The final decision to designate a winner shall be made by the Sponsor and/or Administrator.

B. Required Forms: Potential winners will be notified using the email address associated with the Devpost account used to enter the Submission (the submitter is the “Representative” in the case of a Team, Small Organization, or Large Organization). In order to receive a Prize, the potential winner (including all participating team members in the case of a Team, Small Organization, or Large Organization) will be required to sign and return to the Sponsor or Administrator, affidavit(s) of eligibility (or a similar verification document) and liability/publicity release(s), and any applicable tax forms (“Required Forms”).

Deadline for Returning Required Forms: Ten (10) business days after the Required Forms are sent.

C. Disqualification: The Sponsor and/or Administrator may deem a potential winner (or

participating Team members) ineligible to win if:

- (1) The potential winner's Representative or any participating member does not respond to multiple emails or fails to sign and return the Required Forms by the deadline listed above, or responds and rejects the Prize;
- (2) The Prize or Prize notification is returned as undeliverable; or
- (3) The Submission or the potential winner, or any member of a potential winner's Team, Small Organization, or Large Organization, is disqualified for any other reason.

In the event of a disqualification, the Sponsor and/or Administrator may award the applicable Prize to an alternate potential winner.

PRIZE DISTRIBUTION

A. Substitutions & Changes: The Sponsor has the right to make a Prize substitution of equivalent or greater value. The Sponsor will not award a Prize if there are no eligible Submissions entered in the Hackathon, or if there are no eligible Makers or Submissions for a specific Prize.

B. Prize Delivery: A monetary Prize will be mailed to the winning Maker's address (if an individual) or the Representative's address (if a Team or Small Organization) after receipt of the Required Forms. Prizes will be payable to the Maker, if an individual, to the Maker's Representative, if a Team, or to the Small Organization, if the Maker is a Small Organization. It will be the responsibility of the winning Maker's Representative to allocate the Prize among their Team or Small Organization's participating members, as the Representative deems appropriate.

C. Prize Delivery Timeframe: Within 45 days of the Sponsor or Administrator's receipt of the Required Forms

D. Fees & Taxes: Winners (and in the case of Team or Small Organization, all participating members) are responsible for any fees associated with receiving or using a prize, including but not limited to, wiring fees. Winners (and in the case of Team or Small Organization, all participating members) are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state/provincial/territorial and local). Winners may be required to provide certain information to facilitate receipt of the award; including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents are required to provide a completed form W-9. THE SPONSOR, ADMINISTRATOR, AND/OR PRIZE PROVIDER RESERVE THE RIGHT TO WITHHOLD A PORTION OF THE PRIZE AMOUNT TO COMPLY WITH THE TAX LAWS OF THE UNITED STATES.

ENTRY CONDITIONS AND RELEASE

A. By entering the Hackathon, you (and, if you are entering on behalf of a Team or Small Organization, each participating members) agree(s) to the following:

(1) The relationship between you, the Maker, and the Sponsor and Administrator, is not a confidential, fiduciary, or other special relationship.

(2) You will be bound by and comply with these Official Rules and the decisions of the Sponsor, Administrator, and/or the Hackathon Judges which are binding and final in all matters relating to the Hackathon.

(3) You release, indemnify, defend and hold harmless the Sponsor, Administrator, Promotion Entities, and their respective parent, subsidiary, and affiliated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Hackathon, 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), including but not limited to negligence and damages of any kind to persons and property, 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 Maker’s entry, creation of Submission or entry of a Submission, participation in the Hackathon, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.

B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

(1) Any incorrect or inaccurate information, whether caused by the Sponsor or Administrator’s electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon;

(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 Hackathon Website;

(3) Unauthorized human intervention in any part of the entry process or the Hackathon;

(4) Technical or human error which may occur in the administration of the Hackathon or the processing of Submissions; or

(5) Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Maker's participation in the Hackathon or receipt or use or misuse of any Prize.

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Makers. Proof of sending or submitting will not be deemed to be proof of receipt by the Sponsor or Administrator.

If for any reason any Maker's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Maker's sole remedy is to request the opportunity to resubmit its Submission. Such request must be made promptly after the Maker knows or should have known there was a problem, and will be determined at the sole discretion of the Sponsor.

PUBLICITY

By participating in the Hackathon you consent to the use of personal information about you, if you are a winner, by the Sponsor, Administrator, and third parties acting on their behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments and hometown and country of residence. It may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes advertising and promotional purposes.

This consent applies, as applicable, to all members a Maker's Team or Small Organization or Large Organization that participated in the winning Submission.

GENERAL CONDITIONS

A. Sponsor and Administrator reserve the right, in their sole discretion, to cancel, suspend and/or modify the Hackathon, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.

B. Sponsor and Administrator reserve the right in their sole discretion to disqualify any individual or Maker it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the Hackathon or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Hackathon, or a violation of any applicable law or regulation.

C. Any attempt by any person to undermine the proper conduct of the Hackathon may be a violation of criminal and civil law. Should Sponsor or Administrator suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring a Maker to cooperate with an investigation and referral to criminal and civil law enforcement authorities.

D. If there is any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Hackathon materials, including but not limited to the Hackathon Submission form, Hackathon Website, advertising (including but

not limited to television, print, radio or online ads), the terms and conditions of the Official Rules shall prevail.

E. The terms and conditions of the Official Rules are subject to change at any time, including the rights or obligations of the Maker, the Sponsor and the Administrator. The Sponsor and Administrator will post the terms and conditions of the amended Official Rules on the Hackathon Website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.

F. If at any time prior to the deadline, a Maker or prospective Maker believes that any Official Rule is or may be unclear or ambiguous, they must submit a written request for clarification.

G. The Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to a Maker, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

H. Excluding Submissions, all intellectual property related to this Hackathon, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Sponsor and/or Administrator. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Sponsor or Administrator intellectual property shall be solely to the extent provided for in these Official Rules.

LIMITATIONS OF LIABILITY

By entering, all Makers (including, in the case of a Team, Small Organization, or Large Organization, all participating members) agree to be bound by the Official Rules and hereby release the Released Parties from any and all liability in connection with the Prizes or Maker's participation in the Hackathon. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

DISPUTES

A. Makers agree that, to the fullest extent permitted by law:

(1) Any and all disputes, claims and causes of action arising out of or connected with this Hackathon, or any Prizes awarded, other than those concerning the administration of the Hackathon 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 Hackathon or any Prizes awarded, shall be resolved exclusively by the United States District Court of New York or the appropriate New York State Court and Makers consent to the exclusive jurisdiction and venue of such courts; and

(3) Under no circumstances will Makers be entitled to, and Makers hereby waives all rights to claim, any punitive, incidental and consequential damages 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.

B. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Makers and the Sponsor in connection with the Hackathon, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

ADDITIONAL TERMS THAT ARE PART OF THE OFFICIAL RULES

Please review the Devpost Terms of Service at <http://devpost.com/terms> for additional rules that apply to your participation in the Hackathon and more generally your use of the Hackathon Website. Such Terms of Service are incorporated by reference into these Official Rules. If there is a conflict between the Terms of Service and these Official Rules, the latter terms shall control with respect to this Hackathon only.

Participation in the Hackathon constitutes Maker's full and unconditional agreement to these Official Rules. By entering, a Maker agrees that all decisions related to the Hackathon that are made pursuant to these Official Rules are final and binding, and that all such decisions are at the sole discretion of the Sponsor and/or Administrator.

Devpost collects personal information from you when you enter the Hackathon. The information collected is subject to the privacy policy located here: <http://devpost.com/privacy>.

CONTACT

If you have any questions or comment, or wish to send us any notice regarding this Hackathon, please email us at Support@Devpost.com.

AUTHORITY

America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science Reauthorization Act of 2010, 15 U.S.C. 3719.

Dated: November 23, 2015.

Yvette S. Jackson
Acting Administrator
Food and Nutrition Service
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