



PRITC Innovation Awards

Conditions of Participation (Official Rules)

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BINDING AGREEMENT: AS AN ENTRANT TO THE PUERTO RICO INFORMATION TECHNOLOGY CLUSTER (PRITC) INNOVATION AWARDS (HEREINAFTER, THE “CONTEST”), YOU CERTIFY TO HAVE READ, UNDERSTOOD AND UNCONDITIONALLY AND WITH NO RECOURSE ACCEPT TO BE BOUND BY THE FOLLOWING *CONDITIONS OF PARTICIPATION* (HEREINAFTER, THE “OFFICIAL RULES”), ACKNOWLEDGING THAT THIS IS A BINDING AGREEMENT BETWEEN YOU (THE ENTRANT) AND PRITC (THE SPONSOR) OF THIS CONTEST.

1. NOMINATION PERIOD: The **PRITC Innovation Awards –2021 Edition** (the “Contest”) sponsored by PRITC (the “Sponsor” or “PRITC”) with address at 1258 Aldea Street, Ste 200 San Juan, PR 00907 opens at 12:01 a.m. Atlantic Time (AT) on February 8, 2021 and ends on April 10, 2021 at 12:00 a.m. midnight AT (the “Nomination Period”). All eligible submissions must have been submitted and received within the Nomination Period to be eligible for evaluation. (See Rule 12 for full Contest’s Calendar Summary). PRITC’s computers shall be the official timekeepers for this Contest.

2. ELIGIBILITY: The **PRITC Innovation Awards-2021 Edition** is open to all individuals and organizations satisfying all the following *Eligibility* requirements:

a. **Nomination by an Individual:** Any **Individual** that is 21 years of age or older and a legal resident of Puerto Rico at the time of entry to the Contest (each an “Entrant”) that has either conducted or plans to conduct in Puerto Rico at least 51% of the research, development or implementation stages related to the individual entrant’s submitted nomination to the **PRITC Innovation Awards- 2021 Edition** and whose submission includes a response to all of the required information for the Award Category to which the nomination is being submitted (collectively, a “Nomination”). All Nominations by an individual must be submitted by the nominee him/herself as a “Nomination by Individual”. Note: If the work or project to be nominated has been prepared or created by more than one individual, the submission must be filed as a **Nomination by an Organization** (see below).

b. **Nomination by an Organization:** Any **Organization** (defined as a club, association, partnership, profit or non-profit corporation that at the time of entry is authorized to do business in Puerto Rico and has either conducted or plans to conduct in Puerto Rico at least 51% of the research, development or implementation stages related to the organization’s nomination to the **PRITC Innovation Awards- 2021 Edition** and whose submission includes a response to all of the required information for the Award Category to which the nomination is being submitted (collectively, a “Nomination”). All Nominations by an Organization must be submitted by the Organization’s authorized representative solely on behalf of the Organization and as a “Nomination by an Organization.” A nomination may not be submitted jointly as a Nomination by Individual and Nomination by an Organization.

c. **Non-eligible Individuals or Organizations:** Organizations or Individuals with representation in the **PRITC** Board of Directors or the independent judges’ panel, or the immediate family members of such representatives (defined as spouses, parents, siblings, children and each of their respective spouses) are not eligible to enter a nomination in the **PRITC Innovation Awards-2021 Edition**.

d. Nominations by an Individual and Nominations by an Organization shall compete side by side within any Award Category to which they are submitted.

3. AWARD CATEGORIES: The **PRITC Innovation Awards-2021 Edition** will recognize the Individual or Organization Entrant with the top score as determined by an independent judging panel appointed by the Sponsor for each of the following Award Categories:



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1. Intellectual Property Award

Presented to the individual or organization that, over the previous year, developed the piece of IT intellectual property deemed to be the most innovative, ingenious, influential, practical and/or commercially viable.

2. IT Project of the Year

Presented to the organization that, over the previous year, completed the IT development or deployment project deemed most innovative, technologically elaborate, influential and successful.

3. Tech Exporter of the Year

Presented to the locally based individual or organization that is most successfully engaged in the process of exporting innovative technological products and/or services out of Puerto Rico.

4. Tech Startup of the Year

Presented to the individual or nascent organization that is actively developing or has recently completed development of an IT product, service, process or platform deemed most innovative and with greatest potential for commercial success in the coming years.

5. Societal Impact Award

Presented to the locally based individual or organization that, through the use of innovative IT products, services, processes or platforms, has had the most significant positive impact on the advancement and well-being of human society.

4. HOW TO SUBMIT A NOMINATION/ REQUIRED ENTRY FEE:

(a) **Submission Website:** Each of the above stated Award Categories has a set of specific Submission Requirements (the "Guidelines") available at www.pritc.org (the "PRITC Website"). All nominations must be submitted in English language and must strictly comply with content and format requirements laid out in the Guidelines, which may or may not require the attaching and submitting of additional evidentiary documents depending on the selected Award Category. **The Guidelines (linked herein) are made an integral part of these Conditions of Participation-Official Rules as if their content were included herein and are referred to collectively as the "Conditions of Participation" and/or "Official Rules" for all purposes related to this Contest.** You may download a copy of both the Conditions of Participation and the Guidelines for careful perusal, but note that all nomination submissions must be performed by: (i) completing all required fields in the Submit a Nomination form online (and subsequent screens),; (ii) Identifying the Award Category to which the nomination is being submitted (collectively, (i) through (ii), the "Entry") and (iv) timely submitting the Entry through the PRITC Website to be received within the Nomination Period (collectively, "Minimum Entry Requirements"). Entries submitted/received after the Nomination Period has elapsed or by means other than through the PRITC Website, shall not be considered for evaluation by Judges and shall be deemed void and null.

(b) **Multiple Entries/ Entry Limits:** An Entry must be submitted either as a Nomination by an Individual or a Nomination by an Organization but never as both. Any given eligible Individual or Organization may submit more than one nomination to this Contest (up to a maximum of three (3)



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separate and distinct nominations per each Award Category) and each by filing a separate Entry within the Nomination Period. Any given eligible Individual or Organization may submit a single project to compete in more than one Award Category, provided each Entry content is adapted to comply with each Award Category Submission Requirements, as per the Guidelines, and the total entries do not exceed the maximum limit of three (3) Entries total per Award Category. To submit nominations to multiple Award Categories, a separate and distinct Entry must be prepared and submitted online for each, within the Nomination Period.

(c) **No-Confidentiality:** All submissions become the property of the Sponsor. Submissions may be acknowledged (although Sponsor is under no obligation to do so) but will not be returned. Entrants acknowledge that all submissions to the Contest are made without expectation of privacy or confidentiality and Sponsor or Judges make no guarantee or representation that submissions shall be treated as proprietary, private or confidential. Any and all proprietary or confidential information regarding your project that you do not wish to be made public, must not be submitted to this Contest along with your Nomination or discussed with any involved party.

(d) **Withdrawal of Nominations:** Nominations may be withdrawn on or before April 10, 2021. Withdrawn nominations may not be submitted again within the Nomination Period.

(e) **Entry expenses:** Organizations and individuals submitting a nomination shall do so entirely at their own expense, and shall have no recourse towards PRITC or its Board of Directors or the independent judges' panel for the purposes of recovering any related costs.

5. EVALUATION PROCESS: The Evaluation Process of all submissions will be conducted in a two-stage manner:

(a) **Initial Evaluation of Minimum Requirements by the Board:** The initial stage of evaluation has the purpose of identifying Entrant's compliance with both Eligibility and the Minimum Entry Requirements (as described at Rules 2 and 4(a) above) and shall be conducted by a separate panel (the "Validation Panel") appointed by the PRITC Board of Directors (the "**Board**"). The Validation Panel may require the filing of additional documentation to evidence eligibility requirements in a manner sufficient to satisfy potential inquiries in such regard, such as without implying limitation, Entrant's evidence of age and current residence in Puerto Rico or Organization's legal status, formation or incorporation, evidence of authorization to do business in Puerto Rico, evidence of authorship, copyright and trademark documentation from nominee and any collaborator and sworn statement or declarations (as may be applicable to each Entrant) and will progressively notify pertinent candidates of any situations of nonconformance with Eligibility and/or the Minimum Entry Requirements, specify any available remediation alternatives and due dates for remedial action. Such contact shall occur exclusively through the applicable PRITC official email, validation@pritic.org. Entrants not meeting the Eligibility and Minimum Entry Requirements, including incomplete submissions, within the Validation Panel's prescribed deadline will be disqualified from further consideration, at the Validation Panel's sole discretion, and officially notified accordingly. Entrant acknowledges and agrees that the decisions made by the Validation Panel in all such respect are final, binding and un-appealable. Upon submission of a nomination to this Contest, a nominee explicitly surrenders any rights or legal recourses to challenge the determination of the Validation Panel. This initial requirements and eligibility validation process is set occur on or about first week of April 2021.

(b) **Independent Judging Panel:** On or about **April 17, 2021**, an independent panel of judges (the "Judging Panel") designated by PRITC will receive all relevant documentation corresponding to the Entries that successfully cleared the initial Minimum Entry Requirements and eligibility validation process. Once Entries are transferred to the Judging Panel, no allegiances or further communication regarding Entries'



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content shall be established between any judge and the PRITC Board of Directors, or any of its members until Judging Panel's final determination has been made. Based on the materials provided, and following its evaluation criteria, the Judging Panel will evaluate each Entry. Throughout said evaluation process, the Judging Panel shall have the right, but not the obligation, to contact any nominees to confirm or request any additional information it deems appropriate or convenient, in its sole discretion, in order to further evaluate the corresponding nomination, a condition with which Entrant is expected to comply. Nominees are expected to comply with the panel's request within the timeframe established by the panel. Failure to timely comply with the panel's request, regardless of the reason, shall constitute grounds for disqualification from any potential Award. Only the independent judges' panel shall have the power to disqualify a nominee for such reason. Any such communications may be conducted in writing from the Judging Panel's official email judgespanel@pritc.org to Entrant's email provided with the Entry but may also entail, at Panel's sole discretion, an appointment with Individual Entrant or Organization Entrant's appointed representative for an interview with one or more members of the Judging Panel. Any and all new information provided by Nominees to judges shall be governed by these Conditions of Participation and become integral part of the Entry for all purposes established in these rules. The Judging Panel reserves the right to move an Entry to another Award Category from that in which the Entry was originally nominated, based on Entry content and any pertinent supporting information, at panel's sole discretion. Important: Under no circumstances shall nominees initiate contact with any of the members of the independent Judging Panel regarding any matters related to the Award evaluation process. No unsolicited correspondence shall be made to any member of the Judging Panel by any Entrant. Failure to comply with this condition, regardless of justification, shall constitute grounds for disqualification from any and all of the Awards for which the nominee submitted a nomination. Only the independent judges' panel shall have the power to disqualify a nominee for such reason. By the beginning of **May 2021**, the panel will make a final determination of an award winner for each Award Category among both the Nominations by Individuals and Nominations by Organizations combined, and will submit a confidential communiqué to the **PRITC** Board of Directors notifying the Judging Panel's determination. The PRITC Board of Directors does not have any authority or visibility over the final determination of any Award Winners. Entrants acknowledge and agree that all decisions made by the Judging Panel shall be deemed final, binding and non-appealable. Upon submission of a nomination to this Contest, a nominee explicitly surrenders any rights or legal recourses to challenge the determination of the judges.

6. AWARDS/ AWARDS CEREMONY: Winning a PRITC Innovation Award shall be considered a highly regarded recognition of merits within the Puerto Rico IT industry. While PRITC may deliver hardware to represent and symbolize each of the Awards, no material or cash prizes will be awarded in the **PRITC Innovation Awards-2021 Edition**. Contest Award Winners will be privately and officially notified by PRITC personally and in writing, and are required to maintain such notice confidential until the official Award Ceremony. Award Winners may be required to fulfill a sworn Liability and Publicity Release for themselves and any winner representative to attend the Award Ceremony. In **May 14, 2021** a special ceremony (the "**Award Ceremony**") will be held for the Award Winners during the **2021 CIO & IT Leadership Conference**, where the **PRITC** Board of Directors will announce the award recipients and publicly recognize their accomplishment. Award Winners shall each receive one (1) courtesy guest ticket to the **2021 CIO & IT Leadership Conference** and shall, as a condition to prize award, be required to make a personal appearance or send a representative to receive the Award on behalf of the Award Winner on such occasion. Award Winner or its representative may be requested to give a short address at the Award Ceremony or separate private and/or public interviews, including press and digital media, in relation to their winning project and prize award, as well as participate in one or more photo shoots and related media promotions regarding the PRITC Innovation Awards and winner's recognition for their accomplishment, without any additional compensation to Entrant or Winner. Award Winners (and any representative on their behalf) agree to execute a written general Liability and Publicity Release prior to the receipt of any award, as may



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be requested by the PRITC. General public announcement of Award Winners shall be made by the PRITC in the PRITC Website and other media designated by PRITC.

7. **PUBLICITY RIGHTS:** By participating in this Contest, Entrant acknowledges and consents permission to the Sponsor, its parent and affiliate entities, and those agents designated by these, to use Entrant's and/or Award Winner's name and last name, address (town, PR), photos, interviews, quotes, likeness and relation to this Contest and/or Prize Award recognition for any and all promotional, public relations, advertising and other commercial purposes, at Sponsor's sole determination and discretion, worldwide, with no time or geographical restrictions, without prior notice, right of review or approval or additional compensation.

8. **SPONSOR'S RIGHTS REGARDING ENTRIES AND SPONSOR'S CREATIONS:** Entrant acknowledges and agrees that Entries--including all contents supplementing Entries provided by Entrant at any stage of the Contest (collectively, "**Entry**") as well as any and all written, graphic, photographic, audio, audio-visual contents prepared or produced by Sponsor in relation to such Entries, this Contest, any nominees or the award winners and any Content related event, including the Award Ceremony (collectively, "**Sponsor Content**") are the sole property of Sponsor and agree that any such *Entry and Sponsor Content* may be edited, reproduced in whole or in part, in excerpts and/ or in combination with other content, translated, published, distributed, publicly or privately displayed, performed and communicated, disposed of, archived and used in perpetuity, for Sponsor's editorial and news purposes, commercial, promotional, advertising and any other purposes worldwide, without time or geographic limitations, including the posting or recurrent or permanent postings in Sponsor affiliated digital forums, social media platforms and websites, the PRITC Website and any other Sponsor related or selected media, with or without attribution obligations to nominee or winner and winner's agents and representatives, without any payment or compensation to Entrants.

9. **ENTRANTS' REPRESENTATIONS:** By submitting an Entry to this Contest, the Entrant (on its behalf, if an *Entry by an Individual* or on its behalf and that of the Organization, if an *Entry by an Organization*) CERTIFIES as follows:

(a) That Entrant has read, understood and unconditionally accepts the Conditions of Participation/Official Rules of this Contest and to be bound by all determinations made by the Board and the Judging Panel, in all respects which shall be final, binding and conclusive;

(b) That the **Entry** submitted by an Individual to this Contest has been prepared exclusively by such individual, which consents to the use of said **Entry** as well as any **Sponsor Content** (as the terms are defined at Rule 8 above) for the purposes described in these Official Rules; and furthermore that the underlying work described within the Entry submitted as a nomination to this Contest (hereinafter referred to as the "**Work**") is the result of the submitting individual's own creativity and authorship; has not been copied or otherwise plagiarized, in whole or in part, from any other person (natural or legal); is not the subject of any threatened or actual litigation or claim by any third party or of any kind; does not violate or infringe upon nor has the risk to infringe, any third party rights, such as without implying limitation, contractual, extra-contractual, copyright, trademark/trade dress, privacy, publicity rights or other intellectual pecuniary property and moral rights, including portrayal in false light and wrongful attribution; and the submission of an Entry based on such work is not derogatory, defamatory or libelous, does not constitute a breach of contract with any third party and does not otherwise violate any applicable local, federal or international laws or third party rights.

(c) That the **Entry** submitted by an Organization to this Contest has been prepared exclusively by such Organization, its personnel and/or a contractor(s) as work for hire for such Organization and that the Organization (as well as any individual appearing on behalf of the Organization) consents to the use of said



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Entry as well as any **Sponsor Content** (as the terms are defined at Rule 8 above) for the purposes described in these Official Rules; and furthermore that the underlying work described within the Entry submitted as a nomination to this Contest is the result of the Organization's, is owned exclusively by the Organization, was prepared within the Organization or as work made for hire for the Organization; has not been copied or otherwise plagiarized, in whole or in part, from any other person (natural or legal); is not the subject of any threatened or actual litigation or claim by any third party (individual or entity); does not violate or infringe upon not has the risk to infringe, any third party rights, such as without implying limitation, contractual, extra-contractual, copyright, trademark/trade dress, privacy, publicity rights or other intellectual pecuniary property and moral rights, including portrayal in false light and wrongful attribution; and the submission of an Entry based on such work is not derogatory, defamatory or libelous, does not constitute a breach of contract with any third party and does not otherwise violate any applicable local, federal or international laws or third party rights.

(d) That all information and statements contained in and with the Entry (as defined at Rule 8) is true and correct and Entrant has not and pledges not to provide any information or document that may be false, inaccurate or misleading, as well as comport at all times relevant to this Contest and Contest events and Award Ceremony (as applicable) in a courteous and sportsmanlike manner, procuring not to disparage persons or organizations associated with Sponsor or competing individuals or Organizations in this Contest, any which conduct shall be grounds for disqualification from any potential award in this Contest.

(e) By submitting an Entry to this Contest, Entrant agrees to indemnify and hold the Sponsor, its parent company, affiliates, subsidiaries, the Judging Panel (including any additional judges, if any) and their respective members, employees, contractors and agents, and the organizations that they may represent, from and against any and all third party claims, actions, proceedings or actions of any kind, of any and all damages, liabilities, costs and expenses in relation to or arising from any breach or alleged breach of Entrant's warranties, representations and agreements under these Conditions of Participation/ Official Rules. Entrants agree that any breach of warranties, representations and agreements by Entrant or any Award Winner in this Contest shall result in the disqualification from any potential award or return to PRITC of any award, plus payment by the Entrant to the PRITC of any costs related to any remedial actions, including the cost of any public relations or corrective publications, related thereto.

10. RELEASE OF LIABILITY: Entrants and Award Winners agree to release and hold the Sponsor, its parent company, affiliates, subsidiaries, the Judging Panel (including additional judges, if any) and their respective members, employees, contractors and agents, and the organizations that they represent (collectively, "**CONTEST ENTITIES**"), from and against any and all liability, actions and claims of any nature and kind whatsoever for injuries, losses and damages to person (including death and disability related claims) or property which may be suffered in connection with preparing, creating, submitting or defending an Entry or while participating in or transferring to and from any activity or event related to this Contest, the receipt of recognition or public announcement of entrant's name and address (city, PR) or its relation to any Project, Nomination, Entry or Award, as well as from any error including typographical errors, unintended errors in attribution or lack thereof, or for any cause of action by entrant (or any member, employee, contractor or agent of Entrant) based on publicity, defamation or invasion of privacy rights or based on any other rights granted to Sponsor or the Contest Entities in this Contest. Entrants agree that the Sponsor and Contest Entities are not responsible and shall not be made liable for any damage to any computer equipment or system resulting from participation in, accessing or downloading information in connection with the Contest or the PRITC Website or PRITC controlled digital forums, including social media platforms; or for any technical, hardware, software, online, email or telephone malfunctions of any kind, loss of power or connections that may temporarily or permanently hamper receipt of nominations or communications; lost or unavailable network connections, or incorrect, inaccurate, failed, incomplete, garbled, late or delayed electronic communications/ entry caused by the Entrant or Entrant's agent or by any of the equipment or



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programming associated with or utilized with the Contest (including failing links); any human unintended error which may occur in the receipt or administration of Entries or force majeure circumstances beyond Contest Entities' control, such as without implying limitation, weather and other natural causes, loss of utilities and other public services, loss of communications or transportation services, hacking, civil unrest of any kind and government action. Any attempt by any individual or entity (collectively, "person") to deliberately undermine the legitimate operation of the Contest shall be deemed a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor reserves the right to cancel or modify this Contest for any reason, including (without implying limitation) if, for any given reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt, impair or affect the administration, integrity, security, fairness or proper conduct of the Contest. If such cancellation occurs, Sponsor reserves the right to determine the Award Winners from the pool of eligible Entries submitted for competition prior to such cancellation, based on the evaluation criteria established in the Award Category Submission Requirements. Contest Entities also reserve the right to eliminate any Award Category in this **PRITC Innovation Awards-2021 Edition** if the Judging Panel determines, in its sole discretion, that there are not sufficient nominees for such Award Category or none fully comply with the submission requirements or evaluation criteria in a manner that merit any award within said Award Category. Entrants acknowledge and agree that Sponsor's failure to enforce any term of these Conditions of Participation - Official Rules shall not constitute a waiver of that provision.

11. **MISCELANEOUS:** In the event of a dispute as to the identity of an Entrant/Nominee, the authorization by Entrant (Individual or Organization) to submit any Entry to this Contest or doubts, disputes or claims in regard to authorship of the underlying nomination submitted as part of the Entry, the PRITC and/or the Judging Panel shall have the right in their sole discretion, to automatically declare the Entry null and disqualify the Entry and/or Entrant from further participation in this Contest, without any obligation to Entrant, alleged Entrant or any third party. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant, Sponsor and Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Puerto Rico (without giving effect to any choice of law or conflict of law rules of Puerto Rico or otherwise that may cause the application of the laws of any other jurisdiction other than the Commonwealth of Puerto Rico). Entrants unconditionally agree to resolve any dispute amicably and individually, without resort to any form of class action, and exclusively in the courts of **San Juan, Puerto Rico** and that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs evidenced to have been incurred in entering this contest but in no event attorneys or expert fees and waive any right to claim or obtain punitive, incidental or consequential damages or any other damages (other than actual out-of-pocket expenses) or to have any such damages multiplied or otherwise increased.

12. **CALENDAR SUMMARY:** For your convenience, the following table establishes the dates when all events related to the **PRITC Innovation Awards- 2021 Edition** are scheduled to occur:

Event	Start Date	End Date
Initial contest announcement	February 8, 2021	



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Nominations Period	February 8, 2021	April 10, 2021
Initial requirements and eligibility validation	April 11, 2021	April 17, 2021
Independent Judging Panel's evaluation	April 17, 2021	May 8, 2021
Notification of award winners to the PRITC Board	May 10, 2021	
Public announcement and awards presentation	CIO & IT Leadership Conference (May 14, 2021)	

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-----End of Official Rules-----