

AI BUILDERS CHALLENGE - NORTH AMERICA

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. PARTICIPATION IS OPEN ONLY TO INDIVIDUALS WHO MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The AI Builders Challenge - North America, sponsored by IBM SkillsBuild (the "Contest", "Event", "Competition", "Hackathon", "Challenge") is a virtual hackathon. Eligible Participants (defined below) can submit a Solution ("Solution", "Submission", "Entry", "Project", "Solution") to enter the Contest by publishing a Project Page ("Project Page") on the dedicated Event Platform.

Submissions will be evaluated by a panel of judges (defined below) who will choose the winner(s) in accordance with the Project Submission Requirement, Judging Criteria and these Official Rules ("Rules"). See below for the complete details.

1. SPONSOR AND ORGANIZER: The Contest is sponsored by International Business Machines Corporation, New Orchard Road, Armonk, NY 10504 ("IBM" or "Sponsor"), and organized by BeMyApp Corporation ("BeMyApp" or "Organizer"), 535 Mission Street, 14th Floor, San Francisco, CA 94105, USA. The Contest is hosted on a dedicated BeMyApp Site (defined below). BeMyApp will also be responsible for issuing prizes (defined below). The Sponsor's decisions concerning the Official Rules or any other matter relating to the Hackathon are final and binding.

2. BINDING AGREEMENT: In order to enter, individuals ("Participant", "Entrant") must agree to these Official Rules ("Rules"). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an Entry ("Entry", "Project") and are not eligible to receive a prize (defined below) unless you agree to these Rules. These Rules form a binding legal agreement between you and IBM with respect to the Contest.

3. ELIGIBILITY: To be eligible to enter the Contest, you must be: (1) willing and able; (2) a student enrolled at an institution of higher education; (3) a legal resident of the United States of America OR Canada (excluding the province of Quebec) and eligible in accordance with the BeMyApp Eligibility Policy, here: <https://eligibility.bemyapp.com/>; (4) 18 years of age or older; (5) registered on the Event Platform; and (6) accepting of these Official Rules.

THIS CONTEST IS VOID TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND IS VOID WHEREVER ENTRY, JUDGING, PRIZE AWARDS OR PROMOTIONAL ACTIVITIES WOULD REQUIRE REGISTRATION, APPROVAL, ADVANCE NOTICE, BONDING, OR TRANSLATION, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. In addition, employees, interns, contractors, directors and officers of IBM, BeMyApp, and/or invited Judges and their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest. Employees, employers, officers and directors of government agencies, departments, branches, instrumentalities and public enterprises, whether regional, national or local, are also ineligible to participate in this Contest.

You must meet the eligibility criteria contained in these Official Rules. If you are ineligible or otherwise fail to comply with these Official Rules, you may be disqualified in Sponsor's or Organizer's sole

discretion. You are solely responsible for your own compliance with eligibility criteria. Sponsor and Organizer reserves the right to verify eligibility and to adjudicate on any dispute at any time.

4. CONTEST PERIOD: The Contest begins on November 2, 2026 and ends on December 2, 2026 ("Contest Period"). Times indicated for the Contest are reflective of U.S. time zones.

5. HOW TO ENTER: To enter the Contest, visit the Contest's Event Page at <https://aibuilderschallenge-na.bemyapp.com/> ("Event Page"), which will direct you to the dedicated Event Platform at <https://aibuilderschallenge-na-platform.bemyapp.com/> ("Event Platform", "Contest Site", "BeMyApp Site") to complete registration. Individuals must complete registration on the Event Platform during the Contest Period. You must register individually. Participants are required to provide the following information to complete registration: first name, last name, email, phone number, and country of residence ("location"), as well as but not limited to accepting these Official Rules and the Privacy Policies listed below. By entering, Participants hereby consent, where lawful, to the use of their name, image, likeness, voice, location and/or biographical information, submitted Project content, and feedback by the Organizer and/or Sponsor and their agencies, in any and all media now known or hereafter developed worldwide, including on the Internet, without compensation, and without the right of review, notification, or approval, in connection with the Contest.

LIMIT ONE (1) SUBMISSION PER INDIVIDUAL. The Submission must be written in English. Participants will form a Team, defined as at least one (1) and no more than five (5) Participants ("Team"), to submit a Project. Participants cannot be on more than one (1) Team. Subsequent entries will be disqualified. **All entries must be received by 11 AM Eastern Time (ET) on December 2.** Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the potential winner may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email address for the domain. The Organizers will be evaluating each Submission to ensure that it meets the minimum Project Submission Requirements ("Project Submission Requirements"). Sponsor and/or Organizer reserves the right, in its sole discretion, to disqualify any Entrant or Team who submits a Project that does not meet the Project Submission Requirements.

The Project Submission Requirements:

- **A functioning prototype or proof of concept developed primarily using IBM Bob**
- **A published project page on the Event Platform** that includes:
 - The problem your team is solving
 - Your AI/technical approach and how you used IBM Bob
 - **A 3-minute max video presentation** highlighting your solution and demonstrating what you built
 - Presentation slides
 - All team member details
 - SkillsBuild completion certificates for every team member
 - All team members must register on skillsbuild.org and complete the mandatory 15 minute learning located here: https://skills.yourlearning.ibm.com/activity/ALM-COURSE_4076311?ngo-id=0302&utm_campaign=aca-ai-builders-challenge Once the learning has been completed by each team member, each member's certificate of completion must be uploaded to the project page on the Event Platform.
- All submissions will be reviewed based on technical execution, innovation, and alignment to

the challenge themes.

6. JUDGING: Submissions will be judged by a panel of Judges, or the Sponsor's authorized representatives ("Judges"). Judging will take place at the conclusion of the Contest. Submissions will be evaluated based on the Judging Criteria ("Judging Criteria").

The Judging Criteria:

Projects will be evaluated based on the following:

- Technical Execution — Effective use of IBM and open source technologies, with a functional and well-structured solution
- Innovation — Creativity, originality, and unique application of AI
- Challenge Fit — Relevance to the challenge and ability to address real-world problems
- Implementation & Feasibility — Practicality, scalability, and potential for real-world use

Each Judge will evaluate the eligible Submissions and give a score to each of the Judging Criteria (described above) on a scale of 1 to 5, with 5 being the best, for a maximum of 20 points per Submission. The Judges and/or Sponsor will select the winning Submission(s) based on the scores received. Scores will not be made public by the Organizer or Sponsor at any time. Decisions are final and cannot be challenged.

7. PRIZES AND INCENTIVES: The Contest includes a Prize Pool ("Prize Pool", "Prize", "Offering", "Incentive") of \$15,000 USD. Prize offerings for winners of the Contest will include the following amounts in US Dollars:

- 1st Place — \$10,000
- Runner Up — \$3,000
- Best AI for Good Project — \$1,000
- Best Wildcard Solution — \$1,000

8. PRIZE DISTRIBUTION AND TAXES: Prizes will be distributed by BeMyApp to eligible Winner(s) ("Winner"). Prizes will be processed within approximately 120 days of the official winners announcement. Prizes will be sent in the form of a mailed check, direct deposit, international wire transfer, gift card, or electronic gift card via one the BeMyApp's approved distribution tools: Bill.com (<http://bill.com>), PayPal (<http://paypal.com>), or Tremendous (<http://tremendous.com>). BeMyApp will use the form and distribution tool used determined by which format the BeMyApp distribution tool(s) support in their residential country. BeMyApp will attempt to notify the selected winners within 10 business days of the official announcement. Winners are required to provide their full legal name, email address, mailing and billing address, phone number, and relevant payment information to the Organizer within 14 days of the initial notification. The winner may also be required to complete an income tax form, such as a W-9 or W-8BEN, or provide other relevant documents as requested by the Organizer. The Winner may be disqualified and lose the profit of the prize if (1) any of the required payment information or documentation provided by the Winner is unusable (illegible, incomplete, or erroneous); (2) the Winner does not provide all the required information requested by the Organizer; (3) the Winner is ineligible to receive the prize under United States or any applicable law; (4) the Winner does not respond within 14 days of two attempted prize notifications; or (5) the Winner is a resident of a country that does not support transactions via Bill.com, PayPal, or Tremendous. The Organizer cannot be held liable for loss of prize due to error in routing (electronic or by mail), ineligibility to receive the prize, or inability to contact the winner. The Organizer reserves the right to substitute a prize of equal or greater value where permissible under law.

All taxes and fees are the sole responsibility of the winner, as well as loss to profit of prize due to incurred distribution fees or currency exchange. Winners will adhere to the income tax rules and regulations as outlined by the IRS and the United States Treasury's Office of Foreign Assets Control.

9. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. The Sponsor reserves the right to disqualify any entrant from the Contest if, in the Sponsor's discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses the Sponsor, Organizer, Judges, Entrants, or any other person or group affiliated with the Sponsor and/or Organizer. Participation in this Contest is subject to these Official Rules. Participants agree to abide by and be bound to these Official Rules and the decisions of the Sponsor and/or Organizer, which are final and binding in all respects. These Official Rules may be amended or varied at any time during the Contest Period by the Sponsor and/or Organizer, at their sole discretion, if necessary to ensure the fair, secure, or lawful operation of the Contest, or to address technical, administrative, or operational issues. The revised Official Rules will be posted and accessible on the Event Platform. Participants are entitled to withdraw from the Contest if they do not agree to such revised Official Rules. By continuing participation in the Content, the Participant is agreeing to the revised Official Rules without any objection.

The Sponsor and/or Organizer reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Entrant who, in their reasonable suspicion, tampers with the Organizer's site, the entry process, violates these Official Rules, or acts in an inappropriate or disruptive manner.

10. INTELLECTUAL PROPERTY ("IP") RIGHTS: Licensed Rights To Solutions: Participants will retain ownership of any intellectual property rights in their Solution, except to the extent of any Sponsor Content (defined below), including, without limitation, Sponsor technologies, materials, content, ideas or intellectual property rights are embodied or incorporated therein. During the Challenge, the Participants shall only use elements, content and materials, which are clear of any intellectual property or other third party rights. By entering, each Participant acknowledges and expressly agrees that their Entry may be promoted by the Sponsor and/or Organizer on its website and/or in various media (including via paper, data and digital media) at the Organizer's discretion.

Waiver of Idea Submission Claims: Each Participant acknowledges that Solutions are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each Participant acknowledges that Sponsor and other Participants may have created ideas and concepts contained in their Solutions that may have familiarities or similarities to his/her own Solution, and that he/she will not be entitled to any compensation or right to negotiate with the Challenge Entities because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Participants for their Solutions and there is no obligation for any Challenge Entity to pay or otherwise compensate Participants for any of their ideas or materials in any communications with Sponsor, whatsoever. By entering the Challenge, Participants acknowledge that Sponsor may have developed or commissioned materials similar or identical to Participant Solutions and Participants waive any claims resulting from any similarities to a Solution incorporated in commercial products/services of Sponsor. Solutions are not confidential and the Challenge Entities' only obligations to Participants regarding Solutions are to award the prizes to the winning Solutions. The Participant acknowledges and agrees that Sponsor has a strong reputation for innovation, may be working on similar ideas independently whether now or in the future and no Participant will receive any compensation or credit for use of similar or the same ideas presented in Solutions in Sponsor products or services. Sponsor reserves the right to request from Participants at any time proof that Participant maintains all necessary rights in their Solution in order to grant

Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the Participant being disqualified from the Contest.

Limited License from Sponsor to Participants to Use Sponsor Content: Under this Section 3, the Participant shall not acquire any full or partial right of any kind to the name, trademark or other intellectual property owned or controlled by Sponsor. As Participants may include ideas, materials or content provided by Sponsor for inclusion in Solutions (collectively, "Sponsor Content"), Sponsor grants each Participant a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license solely to use the Sponsor Content in connection with the development and submission of their Solutions to the Challenge. Participant acknowledges that as between Sponsor and Participant, Sponsor is the owner of all right, title and interest in and to all copyrights, trademarks, trade-dress and other rights associated with its name, intellectual property, its services, products and product designs; and the goodwill pertaining to all of the foregoing.

11. PRIVACY AND DATA: Entrant acknowledges and agrees that BeMyApp and IBM may collect, store, share and otherwise use personally identifiable information provided during the registration process and the Contest, including, but not limited to, name, mailing address, phone number, and email address. Organizer and Sponsor will use this information in accordance with their respective Privacy Policies (<https://privacy.bemyapp.com> and <https://www.ibm.com/privacy/>), including for administering the Contest and verifying entrant's identity, postal address and telephone number in the event an entry qualifies for a prize. Entrant has the right to request access, review, rectification or deletion of any personal data held by the Organizer and/or Sponsor in connection with the Contest by contacting Sponsor as detailed in the "Your Rights" portion of the IBM Privacy Policy or by accessing your data collected by BeMyApp at <https://data.bemyapp.com>.

12. PUBLICITY: By accepting a prize, Winner agrees to the use of their name and/or likeness and Project Submission and/or likeness by the Organizer and/or Sponsor and its agencies, for advertising and promotional purposes without additional compensation, unless prohibited by law.

13. WARRANTY, INDEMNITY AND RELEASE: Entrants warrant that their Submissions are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Submission and that they have the right to submit the Submission in the Contest and grant all required licenses. Each entrant agrees not to submit any Submission that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state or federal law. To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Submission or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

Entrant releases Sponsor and Organizer from any liability associated with: (1) any malfunction or other problem with the Contest Site; (2) any error in the collection, processing, or retention of entry information; or (3) any error in the announcement, offering or distribution of any prize.

14. ELIMINATION: Any false information provided within the context of the Contest by any Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in their immediate disqualification and elimination from the Contest.

15. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any 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 which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, IBM reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any website, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, IBM reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.

16. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a Project into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either IBM, BeMyApp, or the Contest Entities. You acknowledge that you have submitted your Project voluntarily and not in confidence or in trust. The Sponsor and/or Organizer makes no representations or warranties of any kind, expressed or implied, regarding your participation in the Contest or any prize awarded for your Submission in the Contest.

17. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Entrants expressly waive any and all such rights.

18. LIMITATIONS OF LIABILITY: Contest Entities are not responsible for damage to Participants' computer or website development equipment or technology or to any other person's or entity's computer or website development equipment or technology related to or resulting from participating in this Competition or downloading materials from or use of web sites. Any use of Competition or sweepstakes clubs (or similar methods), robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any Participant using such methods. If, for any reason, the Competition is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which the Organizer deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Organizer reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Competition and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by the Organizer, including should unforeseeable events make the Competition impossible or impracticable. Competition Entities shall not be liable to winner or any other person for failure to execute the Competition, or supply a Prize or any part thereof, by reason of any action(s), regulation(s), order(s), or request(s) by any governmental or quasi governmental entity (whether or not the action(s), regulation(s), order(s), or

request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Competition Entities, their parents, affiliates, subsidiaries, and related companies, their advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of participation in the Competition, Competition/Prize related activities, access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s). Without limiting the foregoing, everything on the sites are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. This Contest is governed by the federal and local laws of the United States of America. As a condition of participating in this Competition, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Competition shall be resolved individually, without resort to any form of class action, exclusively before a court located in the United States.