

Rules and Regulations

2021 “SEPTA for All” Augmented Reality Developer Challenge



The “SEPTA for All” Augmented Reality Developer (Challenge) is a 3-phased competition spanning 4 months. The Challenge is supported by the City of Philadelphia’s SmartCityPHL Program, Comcast, and US Ignite, with generous funding from Facebook Reality Labs.

By registering your team and providing a submission to Phase I of the Challenge, you (“Participant”) agree to the below rules (“Rules”):

1. Organizer; Sponsor

The Augmented Reality Developer Competition is supported by the City of Philadelphia’s SmartCityPHL Program (the “Organizer”), and supported by US Ignite, 1150 18th St NW Suite 750, Washington, DC 20036 USA (the “Sponsor”).

2. Challenge Schedule

The Augmented Reality Developer Challenge Competition consists of 3 phases: 1) Proposal; 2) Pitch; 3) Prototyping and Demo.

Phase I: Proposal

All interested entrants must register and submit Phase I: Proposal via the Augmented Reality Developer Challenge Competition website at <https://www.phila.gov/spotlight/septa-for-all-augmenting-transit-with-augmented-reality/between> between June 28, 2021 and August 2, 2021 at 5:00 PM Eastern. Applicants will be notified individually of their eligibility to move on to the next phase by August 8, 2021.

Phase II: Pitch

Following the Proposal Phase, selected participants will move on to the Phase II: Pitch stage of the competition. Participants will present the idea they submitted in Phase 1 to a panel of judges at a virtual event on August 20, 2021. The judging panel will announce the participants who will move on to Phase III at the end of the event.

Phase III: Prototyping and Demo

After completing Phase II, participants will move on to Phase III: Prototyping and Demo. Participants will showcase their product developed during Phase II at the Demo Day on October 26, 2021. These products must adhere to the Challenge product and testbed demonstration requirements.

3. Who Can Participate

No purchase or fee is necessary to enter or claim any prize. The contest is void where prohibited by law or regulation. Participation is open to teams of one or more members (each team is referred to in these Rules as a “Team” and each team member as a “Participant”). There is no maximum number of Participants per Team, and Participants may be a member of more than one Team. Each Team must designate one Participant on the submission form as the “Team Leader” who will be responsible for sending and receiving communications on behalf of the Team. Team Leaders must be at least 18 years of age. Participants between the ages of 13 and 17 are permitted if they are not Team Leaders and have obtained written permission to participate from their parent or legal guardian.

The following individuals and entities are ineligible to participate in the Challenges:

- Employees of US Ignite, the City of Philadelphia, and SEPTA;
- Contractors of the City of Philadelphia;
- Federal employees acting within the scope of their employment;
- Challenge judges;
- Families of and persons living in the same household as US Ignite, the City of Philadelphia, and SEPTA employees and contractors, and Challenge judges;
- Anyone who has a financial relationship with a US Ignite or City of Philadelphia or SEPTA employee or contractor, or Challenge judge;
- Federal grantees who use Federal funds to develop Submissions that are inconsistent with the purpose of their grant award; and
- Federal contractors to the extent they use Federal funds from a contract to develop Submissions or to fund efforts in support of a Submission.

Organizer, at its sole discretion, shall determine eligibility of any Participant, Team, or organization, and may disqualify anyone at any time for any reason. Additionally, Organizer shall have the sole discretion to identify all Participants in the event of a dispute.

4. How to Enter

Completely fill out and submit an application through the Challenge website at <https://www.phila.gov/spotlight/septa-for-all-augmenting-transit-with-augmented-reality/> between June 28, 2021 and August 2, 2021 at 5:00 PM Pacific. Entrants selected for Phase II and Phase III will receive information via email on how to submit materials for future stages.

The Team Leader, on behalf of each member of the Team, formally accepts the Challenge Rules and all decisions of the Organizer and Judges (defined below), which are final and binding. The completed submission form and accompanying submission materials constitute the Team’s “PHASE I: Proposal” submission.

5. Submissions Guidelines

The Team Leader must provide (i) a valid email address, which Organizer will use to communicate with the Team and ii) the names, email addresses and brief bios of all Team members. Submission materials must include without limitation a description of the solution as well as technical and design documentation and substantive answers to each required question. Teams may submit Submissions to more than one Submission per Challenge. A project that has been submitted elsewhere previously may also be submitted to the Challenge; however, Challenge entries must further develop, refine or build upon existing solutions (e.g., provide new tools or documentation, test existing solutions in new environments, etc.) in order to be eligible for prizes. In the event two or more Submissions describe substantially similar projects, the Judges' determination of the qualitatively superior proposal will determine which, if either, Submission advances to a subsequent Phase.

Organizer, at its sole discretion, reserves the right to disqualify any Submission not in compliance with these Rules, any applicable laws, or which includes material that is indecent, obscene, hateful, discriminatory, defamatory, slanderous, libelous, unlawful or otherwise inappropriate as determined by Organizer in its absolute discretion. Each Submission must also comply with any other terms or requirements on the City of Philadelphia Site.

6. Submissions Requirements

All Submissions must meet specific criteria to be considered for judging in the Challenges. Without limitation, the following conditions apply:

The Submissions must be responsive to the Challenge, meaning they must:

- Identify at least one specific challenge faced by people with disabilities in accessing public transportation in Philadelphia
- Describe in detail how their proposed product will use augmented reality to address that challenge

Although it is not required, Organizer strongly encourages Participants to host their Submission documentation publicly (via GitHub or equivalent), in such a manner that others can learn and benefit from the project. Participants are also encouraged to leverage open-source hardware and software in the design of their solutions and to make their solutions available under open licenses such as the MPL for code and Creative Commons licenses for documentation. Participants not following these recommendations are welcome to enter but should explain any alternative steps they are taking to serve the goals of public access, interoperability, and enabling further innovation.

Team members must have all necessary copyright, trademark, patent or other proprietary or legal rights to the technology and documentation covered in their Submissions as well as the rights to share the Submissions with Sponsor in connection with the Challenges.

The Submission must be in English.

7. Judging and Winner Selection & Prizes

All Submissions will be reviewed and evaluated by a panel of experts drawn from academic, nonprofit and for-profit organizations working in the fields of technology, research and community activism (“Judges”). Judges will select winners for the final stage of the competition. In reviewing the Submissions, all Judges will be looking for degree of alignment with the following criteria:

- **Technical Feasibility:** How feasible are the ideas presented? What are the technical capabilities of the idea or prototype?
- **Differentiation:** How does the proposed solution differ from or improve upon existing solutions? What is innovative or novel about the proposed concept or technology?
- **Affordability:** How affordably could the idea/prototype be implemented in a real community?
- **Social Impact:** How well tailored is the idea or prototype to the needs of the community and users for which it is designed? How will the design of the idea/prototype help engage community members in order to maximize utilization?
- **Scalability:** How will the idea or prototype be adaptable to broader communities or areas? How scalable is the project? How will the idea or prototype provide tools and documentation to anyone who might wish to build upon it or launch a similar effort?

For awardees, interviews may be conducted via videoconferencing to gather additional information about proposed solutions. During Phase III, Finalists may also be required to provide live demos, either for judges or a public audience. In addition, during this stage, external reviewers and validators will confirm that the Submissions meet the necessary criteria through hardware testing.

Judges will select the following winners for each Phase:

Phase I: Semifinalists – invited to present their idea in Phase II

Phase II: Finalists - \$1,000 and invited to develop a prototype for Phase III

Phase III: \$30,000 to be divided among the top 1-3 entries at the discretion of the Organizer.

All decisions of the Judges are final, non-appealable and binding. Potential winners must comply with all Rules. Winning is contingent upon verification of eligibility and compliance with all requirements in these Rules.

8. General Prize Conditions

Prize money will be paid to the Team Leader, who is responsible for determining any apportionment among other Team members. Organizer and Sponsor will not be liable for any Team member claims regarding prize distribution. Winning Teams are solely responsible for the payment of any taxes that may arise as a result of acceptance of a prize, and all other expenses or costs relating to the prize not expressly set forth above.

9. Winner Notification/Validation

Winning Teams will be notified of their selection by email and phone. Winners will also be announced on the City of Philadelphia Website. Members of winning Teams may be required to sign and return to Organizer an affidavit of eligibility, a liability release and/or a publicity release where permitted by law, as well as provide information necessary for compliance with any applicable tax laws. If the Team Leader of a winning Team cannot be notified within five (5) days after selection, or in the event of failure to comply with any of these requirements, the prize may be forfeited and an alternate winner selected.

10. Authorization to Use Winners' Information

All members of winning Teams grant permission to Organizer and Sponsor and its authorized representatives to use their names, city and state, photograph and/or other likeness, voice, and basic biographical information for promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, in perpetuity, without notice, consideration, review or approval. Team members also agree to participate in and cooperate with any promotional activity and/or publicity relating to the Challenges as the Organizer and Sponsor shall reasonably request from time to time, without further compensation, except at the Organization's and Sponsor's sole discretion, reasonable travel and accommodation.

11. Legal Rights in Submissions

a. Participant Certification of Rights in Submissions: By entering a Submission, each Team member represents and warrants that: (i) he/she is able to comply with these Rules and that the Submission is not subject to any conflicting obligations that would prevent or interfere with compliance with these Rules; (ii) the Submission does not make unauthorized use of or violate in any way any rights of any third party, including but not limited to copyright, trademark, patent, trade secret, or rights of publicity; and (iii) no one else's permission is required for Participant to make Participant's Submission in the Challenge(s) or to use and share Participant's Submission with Organizer, Sponsor and others as contemplated under these Rules. Without limiting the foregoing, each Team member represents and warrants that he/she has complied with any requirements of his/her employer, if applicable, to allow participation in the Challenge(s), including but not limited to making Participant's Submissions and accepting any prize Participant may receive.

b. Usage Rights in Submissions: Team members retain all ownership rights in their Submissions. Each Participant hereby grants Organizer and Sponsor a perpetual, worldwide, royalty-free, non-exclusive license to use the Submission in connection with running this Challenge and to include descriptions of the Submissions in City of Philadelphia promotional materials and events related to the Challenge. For avoidance of doubt, Challenge judges may use Submissions only for the limited purpose of reviewing and judging. To the extent allowed by applicable law, each Participant waives any "moral rights" relating to the Submissions, consents to their publication in any manner which might otherwise be deemed to constitute a violation of any applicable moral

rights, and further agrees that Organizer and Sponsor may use (or not use) his or her name, likeness, photo, and/or geographical and biographical information in connection with the Submissions.

12. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS THE CITY OF PHILADELPHIA, MOZILLA FOUNDATION AND THE NATIONAL SCIENCE FOUNDATION AND THEIR SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND JUDGES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE, LOSS OR DELAY (INCLUDING PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE) RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN ONE OR BOTH OF THESE CHALLENGES, TRAVEL TO, PREPARATION FOR, OR PARTICIPATION IN ANY CHALLENGE-RELATED ACTIVITY, OR ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE.

13. Disclaimers

Organizer and Sponsor are not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible Submissions; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Submissions materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Submission information by Organizer on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to a Team member or any other person's computer related to or resulting from participating in the Challenges. Organizer reserves the right to: (a) permanently disqualify from any Challenges any person it believes has intentionally violated these Rules; and (b) suspend, modify or terminate the Challenges if Organizer believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, or integrity of the Challenges. If the Challenges are terminated before the scheduled end of any Phase, the Organizer will determine the winners from all eligible entries received as of the termination date in a fair and equitable manner as determined by Organizer in its reasonable discretion. Persons found tampering with or abusing any aspect of the Contest, or whom the Organizer believe to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified.

14. Governing Law

The Challenges and the rights and obligations of all Participants and Submissions shall be governed by and construed in accordance with the laws of the State of Pennsylvania. The Pennsylvania courts (state and federal) have sole jurisdiction of any controversies regarding the Challenge, and Participant agrees to waive any objections to jurisdiction and venue in those courts and hereby submits to the jurisdiction of those courts. Should any provision of these Rules

be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected.

15. Privacy

To administer the Challenge, Organizer will receive personal information from Teams including names, locations, phone numbers, and emails. Organizer handles this information as described in these Rules. Participants may opt-out of communications from the Organizer if they no longer wish to participate in the Challenge.

16. Confidentiality

Submissions will be shared with Judges, Organizer and City of Philadelphia staff, and any mentors who may participate in providing advice and guidance to Participants.

17. No Obligation

Each Participant acknowledges that other Teams may submit similar solutions and that they, or Organizer, may already be considering or developing, or may subsequently consider or develop independent of the Challenges, a solution that is related or similar to Participant's. Each Participant acknowledges that this does not create in Organizer or others any obligation or liability to him or her.

18. Winners' Names

The names of the winners and the Judges will be posted on the City of Philadelphia website.