

CURIOUS CODEFEST HACKATHON

OFFICIAL RULES

1. Overview

1.1 The Hackathon is designed to challenge developers to think about applications that could transform learning, both inside and outside the classroom.

1.2 The Hackathon will take place between June 27-28, 2015 at the Cambridge Innovation Center Boston, 50 Milk Street, 17th Floor, Boston, MA 02109 (the “Event”). In order to participate in the Hackathon you must register at <http://curiouscodefest.bemyapp.com> by 9:30 AM ET on June 27, 2015.

1.3 In these Official Rules, the terms “we,” “us,” or “our” refer to Houghton Mifflin Harcourt Publishing Company and/or BeMyApp, and the term “you” refers to you, the entrant, both as an individual and as part of your team.

2. Eligibility

2.1 The Hackathon is open to individuals who are (a) United States residents, (b) 13 or older, and (c) registered participants of the Event. A minor can only participate if his/her parent or legal guardian signs a release before the start of the Event.

2.2 The following people are not eligible to participate: (a) individuals who are employed by Houghton Mifflin Harcourt Publishing Company, BeMyApp Corporation; or (b) the immediate family (spouse, parents, siblings, and children) and household members of any those employees or former employees.

2.3 If you are an employee of a corporation, government agency, or an academic institution, you are responsible for ensuring that your participation in the Hackathon complies with any policies your corporation, agency, or institution may have regarding participation in contests of this type. If we have reason to believe that you violate any of those policies, we reserve the right to prohibit you from participating in the Hackathon or receiving a prize at any time. We are not responsible for any disputes arising between you and your employer.

3. Idea Presentation and Team Formation

3.1 At approximately 10:15 AM on Saturday, June 27, BeMyApp will moderate a session at the Event designed to solicit ideas for a mobile app. Detailed instructions and requirements will be provided during the session. Event attendees will have an opportunity to vote on the ideas, and the 12 ideas with the most votes are the ideas that teams will be invited to develop.

3.2 After the top 12 ideas are announced, you will have the opportunity to form a team of between one and five people. Each team member must meet the eligibility criteria in these Official Rules. You may not be part of more than one team. After you have registered and

identified your team, you will not be allowed to switch teams. We are not responsible for, and will not assist in resolving, any disputes between teammates.

4. Entry Steps and Requirements

4.1 By 10:00 PM on June 27, each team must publish the following on <http://www.hackerleague.org/hackathons/curious-codefest>: (a) app title and description; and (b) a final list of team members.

4.2 By 3:00 PM on June 28, each team must complete their coding.

4.3 Together, the app title, description, and app constitute your “Entry.” By submitting an Entry, you represent and warrant that (a) your Entry is your original work that was created during the Hackathon, (b) your Entry does not violate the rights — including, but not limited to, copyrights, trademark rights, or patent rights — of any third party, (c) you have secured all rights necessary from third parties to submit the Entry, and (d) that you have complied with these Official Rules.

4.4 We reserve the right to disqualify any Entry that is offensive, as determined by us, in our sole discretion. Please make sure your Entry is appropriate for all viewing audiences.

4.5 Please see Section 8 for information about how we may use your Entry.

5. General App Requirements

5.1 You must create an innovative application to implement one of the winning ideas identified during the idea presentation and voting session of the Event. The application may be mobile or web-based. The application must use at least one of the HMH API resources available at <http://developer.hmhco.com>. Your use of HMH API resources is subject to the HMH Developers Network Terms of Use, located at <https://developer.hmhco.com/terms-and-conditions>, which are incorporated into these Official Rules by reference.

5.2 Use of other technologies: You are also able to use the following tools (“Allowed Libraries”), provided they were available on or before the start of the Event and are accessible by any participant of the Event, including: (a) source code; (b) libraries; and (c) APIs.

5.3 With the exception of the Allowed Libraries, all coding must be done during the course of the Hackathon. You may only submit one Entry, and all materials related to the Entry must be in English.

5.4 If you use any third party copyrighted materials, you must have appropriate permission and disclose the permission information to BeMyApp via e-mail.

5.5 We reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Hackathon. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance, or if we have reason to believe that you are not complying with the Official Rules, you may be disqualified, in our sole discretion.

6. Judging

6.1 Starting at approximately 3:15 PM on June 28, you will be given up to three minutes to publicly demonstrate your App in front of a panel of judges and peers, followed by a one-minute public question-and-answer period. At least one team member must be present at the presentation.

6.2 The judges will evaluate your App based on your demo according to the following Judging Criteria, each of which will be scored on a scale of between 0-20 points (with 20 being the highest: (a) use of HMH APIs; (b) innovation; (c) technical design and execution; and (d) market potential.

6.3 Approximately 30 minutes after all of the presentations are finished, the judges will announce the First, Second, and Third Prize winners based on the scores.

6.4 Entries may be subject to a due diligence review for eligibility and compliance with these Official Rules. Determination of eligibility and compliance is at our sole discretion, and may result in your disqualification. All decisions of the Judges are final.

7. Prizes

7.1 The First Prize winner will receive \$4,000. The Second Prize winner will receive \$2,000. The Third Prize winner will receive an Amazon gift card for each member of the participating team in the amount of \$200 each. The prize money will be divided the prize evenly among all team members.

7.2 Each member of the winning teams may be required to sign an Affidavit of Eligibility, Liability and Publicity Release, and W-9 tax form in order to receive a prize. If you do not sign the required forms or provide the required information in a timely manner, we may disqualify you from receiving a prize.

7.3 Each member of a winning team may be responsible for paying income taxes on the prize.

8. How Your Entry May be Used

8.1 You do not transfer ownership of your Entry (or any part of it). However, by submitting an Entry, you grant us an irrevocable, royalty-free, worldwide rights and license to: (a) use, review, assess, test, and otherwise analyze your Entry and all its content in connection with the Hackathon; and (b) feature your Entry and all its content for promotional purposes (including, but not limited to, in advertisements, press releases, presentations, and trade shows) in all media, now known or later developed. You also agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted.

8.2 You acknowledge that we or other entrants may have developed or commissioned materials similar or identical to your Entry, and you waive any claims you may have resulting from any similarities to your Entry.

8.3 You understand that we cannot control the information you disclose to us or our representatives in the course of participating in the Hackathon, or what we or our representatives will remember about your Entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By participating in the Hackathon, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us.

8.4 You understand that you will not receive any compensation or credit from us for use of your Entry, other than what is described in these Official Rules. This provision does not limit any compensation you may receive through us or third parties as a result of your use or marketing or profiting from the application beyond this Hackathon or as provided in these Official Rules. We are not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry.

8.5 Please note that after the Event you and/or your Entry may be publicized in advertisements related to the Hackathon. These advertisements may be distributed online and posted on our site or third-party websites.

8.6 While we reserve the rights set forth above, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry.

8.7 If you do not want to grant us these rights to your Entry, please do not enter this Hackathon.

9. **General Terms**

9.1 By registering and participating in the Event, you indicate your full and unconditional agreement to these Official Rules and other instructions related to the Hackathon, as well as to our decisions regarding the Hackathon, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

9.2 We reserve the right, in our sole discretion, to disqualify and seek damages from any individual or team who fails to comply with any provision of these Official Rules, cheats, tampers with the operation of the Hackathon, or otherwise acts in a disruptive or unsportsmanlike manner.

9.3 In the event that the operation, security, or administration of the Hackathon is impaired in any way, we may, in our sole discretion, either: (a) suspend the Hackathon to address the impairment and then resume the Hackathon; or (b) award the prize according to the criteria set forth above from among the eligible entries received up to the time of the impairment.

9.4 By entering, you agree to release and hold harmless Houghton Mifflin Harcourt Publishing Company, BeMyApp, our respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Hackathon, including, but not limited to: (a) unauthorized human intervention in the Hackathon; (b) technical errors that may impair your ability to participate in the Hackathon; (c) errors in the administration of the Hackathon; (d) any claim or allegation that your Entry infringes any copyright, trademark, or any

other intellectual property right; (e) disputes between team members; (f) disputes between team members and their employers; and (g) claims relating to damage to persons or property relating in any way to your participation in the Hackathon.

9.5 Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Hackathon or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Boston, MA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Massachusetts.

9.6 Our failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Hackathon is subject to federal, state, and local laws and regulations and is void where prohibited.

10. Privacy and Publicity

10.1 Information you submit to us when you participate in the Hackathon will be treated in accordance with our Privacy Policy available at <http://www.hmhco.com/common/privacy-policy>. In addition, when you submit information on a website run by a third party in connection with this Hackathon, your information may be used by that third party in accordance with its privacy policy.

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

11. Sponsor and Administrator

11.1 The Hackathon is sponsored by Houghton Mifflin Harcourt Publishing Company, 222 Berkeley Street, Boston, MA 02116.

11.2 The Hackathon is administered by BeMyApp Corporation, 530 Howard, Suite 450, San Francisco, CA 94105