

The NASA TechRise Student Challenge 2022-23

SUBMISSION OF AN ENTRY IN THIS CHALLENGE CONSTITUTES ENTRANTS' AND TEAM MEMBERS' FULL AND UNCONDITIONAL AGREEMENT TO, AND ACCEPTANCE OF, THESE OFFICIAL RULES. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN.

These Official Rules are available on the promotion landing page at <https://www.futureengineers.org/nasatechrise> ("Challenge webpage").

Challenge Description: The National Aeronautics and Space Administration ("NASA" or "Sponsor") is announcing the *NASA TechRise Student Challenge* (the "Challenge"). The Challenge calls upon eligible 6th – 12th grade serving U.S. public, private and charter schools ("Entrants") to compose a team with a minimum of four innovative students ("Team Members") and one teacher or other adult employee of the school ("Team Lead" and collectively a "Team") who will compete for, among other things, an opportunity to launch a flight experiment aboard a NASA-supported commercial balloon ("Test Vehicles"). Teams from each Entrant will develop a proposal for a research or technology experiment ("Experiment") appropriate to be flown aboard a high-altitude balloon Test Vehicle as described herein (an "Entry"). All eligible Entries will be judged by a neutral panel of judges and in January 2023, up to sixty (60) winners selected from participating Regions will be awarded a prize package. Each prize package consists of: \$1,500, which can be used to purchase materials to build their winning Experiment, a welcome kit inclusive of a flight box in which to build their Experiment, and an assigned spot for the winning Experiment on a Test Vehicle ("Prize"). Prize monies may be used to develop their Entry into a working experiment to be launched on the type of Test Vehicle for which it was designed ("Experiment Build"). Once Experiment Build is completed, winning balloon experiments will fly on various contracted flight providers selected by NASA ("Flight Providers").

Sponsor and Administrator of the Challenge: The Challenge is being conducted by the National Aeronautics and Space Administration ("NASA" or "Sponsor"). Future Engineers LLC is the administrator of the Challenge ("Administrator") and will assist and support Sponsor in organizing and managing this Challenge. Activities conducted by Administrator may also include providing technical assistance to potential Entrants, Teams, and winners and assistance to Sponsor in administration, execution and prize fulfillment for the Challenge. Judges will be appointed to assist in the administration of judging for the Challenge. All such entities including Sponsor, Administrator, Judges, Flight Providers and any other entity involved in the creation, execution, and/or administration of the Challenge shall be a challenge entity ("Challenge Entity").

Applicability of General Rules to Challenge Rules: For purposes of this Challenge only, these Official Rules shall control and shall provide all details, definitions and specifics governing this particular Challenge, superseding the application of the Administrator's customary General Rules (at <https://www.futureengineers.org/Pdfs/OfficialRules.pdf?>).

Eligibility: Eligible United States public, private, and charter schools incorporated in and maintaining a primary place of business in the United States that serve students in the range of 6th to 12th grades are eligible to assemble a Team (or multiple Teams) and enter. Eligible schools include schools in the fifty United States, District of Columbia, U.S. Territories or Possessions, and schools operated by the U.S. for

the children of American personnel overseas (excluding Department of Defense Dependents Schools and other schools considered a Federal entity) (eligible “Entrant”). Eligible schools must have acceptable liability insurance (as determined by Sponsor) that satisfies the minimum coverage required by the School’s applicable state/territory/district, proof of which will be required to be provided from all potential winners prior to prize award, otherwise the prize will be forfeited and Entrant will be ineligible to win a prize. All other educational organizations, youth groups and associations, and schools, including, but not limited to, home schools, and schools with unacceptable or insufficient liability insurance are ineligible to enter. For the avoidance of doubt, U.S. public, private, or charter schools that support at-home independent study programs (for example, homeschool charter schools) are eligible to assemble a Team (or multiple Teams) and enter, so long as they satisfy the insurance requirements stated above. Participants shall neither directly nor indirectly use U.S. Government facilities, Flight Provider facilities, or consult with Federal personnel or NASA contractors. Immediate family members of Administrator employees regardless of where they reside, or those living in their same household (whether or not related) are ineligible to participate as a Team member.

Requirements for Team Lead/Team: Each Team should consist of a Team Lead and a minimum of four (4) 6th to 12th grade students who attend Entrant school (no maximum number of students). Each Team Lead must be employed by Entrant as a teacher or authorized adult representative of Entrant, have full authority to enter and participate in the Challenge on behalf of Entrant, and be a legal resident of the U.S., 18 years of age or older or have reached the legal age of majority in their state of legal residence. Entrant must have an eligible Team Lead assigned at all times during the Challenge Period. Team Lead must be employed by Entrant at time of Entry and, preferably through Experiment Build. However, if Team Lead is no longer employed by Entrant or is unable or unwilling to further participate in the Challenge after Entry, Entrant may appoint a substitute Team Lead who must satisfy all eligibility and other requirements herein. Substitution does not alter or nullify any and all commitments and covenants made by Entrant in the Entry process.

Challenge Dates: Challenge begins on or about 5:00 am Pacific Time on August 10, 2022 and ends October 24, 2022 (“Challenge Period”). Entries must be received between 5:00 a.m. Pacific Time on August 10, 2022 and 11:59 p.m. Pacific Time on October 24, 2022 (Entry Period). Entries will be judged between October 25, 2022 and January 12, 2023 (Judging Period). It is anticipated that confirmed winners will be announced on or about January 12, 2023. Experiment Build must be completed on or before May 6, 2023. All dates and times may be modified, shortened or extended by Sponsor due to exigencies of the circumstances.

How to Enter: To enter during the Challenge Entry Period, the Team Lead from each Entrant must:

- (1) Register on the Challenge webpage at <https://www.futureengineers.org/nasatechrise> (webpage);
- (2) Submit an Entry on the Challenge webpage in accordance with these Official Rules and the directions on the webpage;
- (3) Enter with full permission and authority of Entrant, and by entering represents and warrants that they have such permission and authority of Entrant and will, if required, obtain consent from all Team members’ parents’/legal guardians regarding participation in the Challenge and Experiment Build activities (if selected as a winner); and

(4) Acknowledge the Official Rules and requirements on the webpage, and agree to be bound thereto and to the decisions of the Sponsor and Administrator which are final and binding in all respects.

The same Entrant may submit multiple Entries, but each Entry must be materially different (as determined by Sponsor and Administrator in their discretion); however, limit one (1) prize will be awarded per Entrant based upon the highest scored entry as determined by the Judges. Sponsor and Administrator reserve the right but without obligation to, among other things and without limitation, request resubmission of an Entry, redact certain information (such as names of minors and other personally identifiable information or other restricted information), and/or disqualify any submission that they deem inappropriate, ineligible, impractical (by way of example, it is not legal, it is unsafe, it cannot be carried aboard the Test Vehicle, etc., all as determined by Sponsor and/or Administrator) or otherwise noncompliant.

Entries submitted via any other entry method than stated herein will not be accepted. Entrants may not (whether apparent or suspected) enter with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses. Any use or suspected use of spamming, phishing, artifice, bots, robotic, repetitive, automatic, programmed or similar methods or agents (including, but not limited to sweepstakes entry services/clubs) are prohibited; any Entrant suspected of using/benefitting from such methods will be disqualified and their Entries voided. Proof of Entry is not proof of receipt or eligibility for this Challenge.

The Sponsor encourages Entrants to submit Entries as far in advance of the deadline as possible and suggests not later than one hour before the deadline to ensure the completed submission is received. If an Entrant submits an Entry after the deadline date because of a technical problem with the Challenge Webpage system, the Entrant must immediately contact the Administrator, and provide an explanation of the technical problem experienced on the Challenge webpage system. The Sponsor will accept the Entrant's submission if the Sponsor can confirm that a technical problem occurred with the Challenge webpage system and that the technical problem affected the Entrant's ability to submit an Entry within the Entry Period deadline date/time; however, all such decisions on an Entry's timeliness shall be made by Sponsor in Sponsor's sole discretion. The Sponsor will contact the Entrant after a determination is made on whether the Entry will be accepted. Note: These extensions apply only to the unavailability of, or technical problems with, the Challenge webpage system. The Sponsor will not grant an Entrant an extension if the Entrant failed to submit an Entry in the system by the Entry deadline date and time, or if the technical problem experienced is unrelated to the Challenge webpage system.

Judging Criteria: In the initial round Judges will review the Entry and make a determination in each Judge's reasonable technical opinion as to how well it addresses the Judging Criteria set out below and assign it a score. The top scoring Entries per Region will move to a final round where a second panel of Judges will conduct a final round of judging to select potential winners from each participating Region and prize category based on the same Judging Criteria with consideration given to geographic distribution within each Region.

- a. Originality of the flight experiment (20 Points)
- b. Clarity of the experiment design plan (20 points)
- c. Experiment's impact on education and/or society (30 points)
- d. Feasibility to build the experiment, in approximately 4 months, with \$1500 (30 points)
- e. Judges will assign 10 bonus points during the initial round of judging of Entries based on the following selection criteria: Addressing need, that is the extent to which the Entrant

is eligible to receive Title 1 funding because the student population served by the eligible Entrant is from low-income families (for example the percentage of students enrolled in free and reduced-price lunch programs under (42 U.S.C. 1759, as amended), or are homeless, in foster care, or in facilities for neglected or delinquent children. Entrant Title 1 eligibility will be determined by using the latest available data in the U.S. Department of Education’s [NCES CCD](#).

In the event of a tie between Entrants within the same Region, the tie will be broken amongst all tied Entries within that Region, by the highest score in the Experiment’s impact criteria. In the event a tie still exists, the tie will be broken amongst all tied Entries within that Region, by the highest score in the Title 1 criteria. In the event insufficient eligible Entries are received in any particular Region, Sponsor reserves the right to assign those prizes among next highest scores in other Regions to ensure all prizes are awarded.

Regions/Winner Selection: Potential winners will be selected based on the highest overall scores received, as determined by the Judges in the initial round, and by the Judges in the final winner selection in accordance with the Judging Criteria with consideration given to geographic distribution within each Region. Judging of Entrants and prizes in the Challenge are allocated among 20 participating Regions (see table for states in each participating Region).

Region	States
Region 1	Florida, Puerto Rico, US Virgin Islands
Region 2	Mississippi, Alabama, Georgia
Region 3	Tennessee, North Carolina, South Carolina
Region 4	Virginia, Kentucky, West Virginia
Region 5	Pennsylvania, Maryland, District of Columbia
Region 6	New York, New Jersey, Delaware
Region 7	Massachusetts, Connecticut, Rhode Island
Region 8	Ohio, Michigan
Region 9	Indiana, Illinois
Region 10	Iowa, Wisconsin, Minnesota
Region 11	Louisiana, Arkansas, Oklahoma
Region 12	Nebraska, Kansas, Missouri
Region 13	Nevada, Utah, Arizona
Region 14	North Dakota, South Dakota, Montana
Region 15	Texas
Region 16	Washington, Idaho, Oregon
Region 17	California
Region 18	Alaska, Hawaii, Pacific Territories
Region 19	Vermont, New Hampshire, Maine
Region 20	Colorado, Wyoming, New Mexico

It is anticipated that three (3) balloon winners will be selected from each Region. Without limiting any other requirement in these Rules, Sponsor will require each Entrant (by its Principal, head of school, district-level administrator, or other similarly authorized representative) to: sign, have witnessed and return within the time required a Declaration of Eligibility, Release of Liability, and (where legal) Publicity Release signed by Entrant's authorized representative; provide proof of status as a U.S. entity, liability insurance and any other documents required prior to or for Experiment Build; releases required by any Flight Provider; and obtain signed liability and publicity releases from parents'/legal guardians of Team members participating at any time in the Experiment Build (collectively "Release Documents"). Sponsor and/or Administrator reserve the right to require any of the aforementioned Release Documents prior to participation in prize activities or prize award as any stage, and potential winners' failure to provide any of these completed Release Documents within the time specified will mean prize forfeiture and disqualification, and an alternate potential winner may be selected on next highest score as applicable.

Experiment Build: If required by the school liability insurance policy, the experiment build must occur on school property. All experiment builds shall end based on the dates specified on the challenge website.

Regional Prizes: Balloon Prize (3 in each Region): Prize package consisting of: \$1,500 (awarded as a check, electronic funds transfer, or credit at Sponsor's discretion), a welcome kit inclusive of a flight box in which to build their experiment, and an assigned spot for the winning Experiment on a balloon Test Vehicle. **Limit one (1) prize per Entrant regardless of number of Entries submitted.** Prize recipients will be responsible for any applicable local, state, and federal taxes and reporting that may be required under applicable tax laws. Sponsor will assign winners to respective Flight Providers in its sole and absolute discretion.

General Terms and Conditions: The Sponsor reserves the right to suspend, postpone, cease, terminate, or otherwise modify this Challenge or any Entrant's participation in the Challenge, at any time at the Sponsor's sole discretion by posting on the Challenge webpage. If any potential Entrant, Team Lead, or Team Member or prize recipient is found to be ineligible, has not complied with these Official Rules or any other requirements of Challenge Entities, such participant and/or potential prize recipient may be disqualified and, if applicable, an alternate prize recipient may be selected.

All Entry information submitted on the Challenge webpage and all materials, including any copy of the submission, will not be returned by Administrator or the Sponsor. Proof of submission is not considered proof of delivery or receipt, or eligibility for the Challenge. Furthermore, the Sponsor and Administrator shall have no liability for any submission that is lost, intercepted, misdirected (including into spam or junk folders), or not received by the Sponsor and/or Administrator for any reason. The Sponsor and Administrator assume no liability or responsibility for any error, omission, interruption, deletion, theft, destruction, unauthorized access to, or alteration of, Entries or any part thereof.

Representations and Warranties/Indemnification: By participating in the Challenge, each Entrant represents, warrants, and covenants as follows, that their Entry:

- Is the original creation of the Entrant (or Entrant has the right to use and submit the Entry as provided herein);
- Is in English;

- Has not been previously submitted for, or adjudged a winner in a promotion or competition of any kind;
- Does not include any identifiable information of a third party such as name, address, phone number or email address (except information of Entrant and Team Lead);
- Does not, and will not, violate or infringe upon the proprietary, privacy rights, publicity rights, or other legal rights of any third party;
- Does not defame the Sponsor or any other person or party;
- Does not contain political messages, advertising or solicitations;
- Does not contain text, images or artwork not created by Entrant, or text, images, or artwork over which Entrant does not have specific rights to submit in a Challenge;
- Does not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous, or libelous, and does not contain swear words or other coarse language, or material that Sponsor deems to promote cruelty, bigotry, racism, hatred or harm against any animal, group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Does not contain material that is unlawful, in violation of, or contrary to applicable laws or regulations; and

Does not contain any harmful computer code (sometimes referred to as “malware,” “viruses,” or “worms”). Entrants will indemnify, defend, and hold harmless the Sponsor and Administrator from and against all third-party claims, actions, or proceedings of any kind and from any and all alleged or actual damages, liabilities, costs, and expenses relating to, or arising from, Entrant’s breach or alleged breach of any of the representations, warranties, and covenants of Entrant hereunder.

Treatment and Use of Intellectual Property: As provided above, each Entrant represents and warrants that its Entry is an original work created solely by members of Entrant’s Team, that Entrant owns all intellectual property in and to the Entry, and that no other party has any right, title, claim or interest in the Entry, except for any third party material which Entrant has secured the right to use in connection with the Entry and for which use Entrant shall remain responsible. Each Entrant retains all right, title and interest in any inventions, software or work of authorship Entrant invents or creates. The ownership and use of intellectual property arising from this Challenge remains with Entrant. Upon conclusion of the Challenge, NASA may in its sole discretion choose to negotiate with Entrant for a license to use the solutions developed as a result of this Challenge.

Publicity Release: By participating in the Challenge, each Entrant hereby irrevocably grants to the Challenge Entities the right to use such Entrant’s name, likeness, image, and biographical information in any and all media for informational purposes relating to the Challenge in perpetuity and otherwise as stated in the Intellectual Property section of these Rules, and as additionally stated in Sponsor and Administrator’s respective privacy policies (as referenced below).

Disqualification: Without limiting any other provision herein, Sponsor and Administrator reserve the absolute right, in their discretion, to disqualify any Entrant who is found to be or suspected of: tampering with the Entry process or the operation of the Challenge, Challenge webpage, or other Challenge-related Webpages; cheating, engaging in artifice, acting in violation of these Official Rules and any other requirements; to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge; intentionally acting to annoy, abuse, threaten, or harass any other person or cause property damage or loss; failing to act in the spirit of the Challenge in a manner consistent with the standards and public decency to which Sponsor and Administrator wish to associate. The Sponsor reserves the right to seek damages and other remedies from any such person or entity to the fullest extent permitted by law.

Links to Third-Party Webpages: The Challenge webpage may contain links to third-party webpages that are not owned or controlled by Administrator or the Sponsor. Administrator and the Sponsor do not endorse or assume any responsibility for any such third-party sites. If an Entrant accesses a third-party webpage from the Challenge webpage, the Entrant does so at the Entrant's own risk and expressly relieves Administrator and/or the Sponsor from any and all liability arising from use of any third-party webpage and/or content.

Disclaimer: The Challenge webpage contains information and resources from public and private organizations that may be useful to the user. Inclusion of this information does not constitute an endorsement by the Sponsor or Administrator of any products or services offered or views expressed. The Challenge Webpage also contains hyperlinks and URLs created and maintained by outside organizations, which are provided for the reader's convenience. The Sponsor and Administrator are not responsible for the accuracy of the information contained therein.

Notice to Challenge Entrants and Award Recipients: Attempts to notify Entrants and award recipients will be made using the email address associated with the Entrants' submission. The Sponsor and Administrator are not responsible for email or other communication problems of any kind, including communications that are lost, misdelivered or not responded to due to being directed into spam or junk folders. If, despite reasonable efforts, an Entrant does not respond within the time specified in the prize notification regarding selection as a potential winner, or if the notification is returned or is undeliverable for any reason, that Entrant may forfeit the prize, and an alternate prize recipient may be selected based on next highest score as applicable.

Dates/Deadlines: The Sponsor reserves the right to modify any dates or deadlines set forth in these Official Rules or otherwise governing the Challenge due to exigencies of the circumstances by posting revised dates/deadlines on the Challenge webpage.

Challenge Termination: The Sponsor reserves the right to suspend, postpone, cease, terminate, or otherwise modify this Challenge, any Entrant's participation in the Challenge, or any element of the Challenge at any time in the Sponsor's sole and absolute discretion due to exigencies of the circumstances (as determined by Sponsor).

General Liability Release: By participating in the Challenge, each Entrant hereby agrees that —

(a) The Challenge Entities shall be released from and shall not be held responsible or liable for any claims, actions, losses, damages, or injuries of any kind (including death or disability) resulting from participation

in the Challenge or any Challenge-related activity at any stage, or from Entrants' acceptance, receipt, possession, use, building/development or misuse of any prize, including but not limited to during Experiment Build; and

(b) The Entrant will indemnify, defend, and hold harmless the Challenge Entities from and against all third-party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or arising from, the Entrant's participation in the Challenge at any stage.

By entering and/or accepting a prize, Entrants, all Team members and winners covenant to the fullest extent permitted by law not to sue any Challenge Entity released party or cause them to be sued regarding any matter released herein, and not to disaffirm, limit or rescind any releases herein or in any Release Document executed.

Without limiting the generality of the foregoing, the Sponsor and Administrator are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen Entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet service providers, webpages, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, nor the failure to capture any information.

These Official Rules cannot be modified except by the Sponsor in its sole and absolute discretion. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Exercise: A waiver by one or more of the Challenge Entities of any term in these Official Rules does not constitute a waiver of any other provision. Further, the failure of the Sponsor to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision.

Force Majeure: Challenge Entities shall not be liable to Entrants, winners or any other person or entity for failure to execute the Challenge, or any element thereof or supply a prize or any part thereof, by reason of any act of God, 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 act, cyber-attack, 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, cancellation or delay of any event, epidemic or pandemic, or any similar or dissimilar event beyond their reasonable control.

Governing Law: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by and construed in accordance with U.S. Federal law as applied in the Federal courts of the District of Columbia if a complaint is filed by any party against the Sponsor; and the laws of the State of California as applied in the California state courts in Los Angeles, CA if a complaint is filed by any party against Administrator.

Privacy Policy: By participating in the Challenge, each Entrant hereby agrees that occasionally, the Sponsor and Administrator may collect the Entrant's information as provided herein in furtherance of this Challenge, but may also use the Entrant's information to contact the Entrant about other Challenges and innovation related activities, and acknowledges that the Entrant has read and accepted the Administrator's privacy policy at <https://www.futureengineers.org/Pdfs/PrivacyPolicy.pdf?>

List of Winners: A list of winners will be posted on the Challenge Website (after the conclusion of the Challenge Period).