## The NASA TechRise Student Challenge –2024-25

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

These Official Rules are available on the promotion landing page at <a href="https://www.futureengineers.org/nasatechrise">https://www.futureengineers.org/nasatechrise</a> ("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 high-altitude 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 as described herein (an "Entry"). All eligible Entries will be judged by a neutral panel of judges and in January 2025, up to sixty (60) winners selected from the participating 50 States, District of Columbia, and 5 Territories (American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands) 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 that may be launched on the Test Vehicle ("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 <a href="https://www.futureengineers.org/Pdfs/OfficialRules.pdf">https://www.futureengineers.org/Pdfs/OfficialRules.pdf</a>?).

**Eligibility:** NASA welcomes participation from public, private, and charter schools incorporated in and maintaining a primary place of business within the United States (defined below) which satisfy the following requirements (eligible "Entrant"):

- Schools must serve students in the range of 6<sup>th</sup> to 12<sup>th</sup> grades.
- Schools must be located within the fifty United States, District of Columbia, or U.S. Territories ("U.S.")
- 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.

For eligibility clarification purposes, so long as they satisfy eligibility and all other requirements herein: Tribally Controlled Schools are eligible to assemble a Team (or multiple Teams) and enter.

American and international schools receiving assistance from the Department of State Office of Overseas Schools are eligible so long as the school is incorporated in and maintains a primary place of business in the United States.

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).

In an effort to encourage as much participation and representation as possible, prior 2023-24 TechRise Challenge winners are eligible to enter pursuant to the terms herein (see "alumni schools" below).

**Ineligibility:** The following entities are not eligible to apply:

- U.S. Department of Defense Dependent Schools
- Schools operated by the Bureau of Indian Education
- Other schools that are considered Federal entities
- 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.

Requirements for Team Lead/Team: Each Team should consist of a Team Lead and a minimum of four (4) 6<sup>th</sup> to 12<sup>th</sup> 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 August 1, 2024 and ends November 1, 2024 ("Challenge Period"). Entries must be received by 11:59 p.m. Pacific Time November 1, 2024 ("Entry Period"). It is

anticipated that confirmed winners will be announced on or about January 21, 2025. Experiment Build must be completed on or before May 13, 2025. All dates and times may be modified, shortened or extended by Sponsor as provided herein.

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

- (1) Register on the Challenge webpage at <a href="https://www.futureengineers.org/nasatechrise">https://www.futureengineers.org/nasatechrise</a> (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, use of computer systems or algorithms generating artificial intelligence and/or deepfakes, 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 or system, the Entrant must immediately contact the Administrator, and provide an explanation of the technical problem experienced on the Challenge webpage or 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 decisions on an Entry's timeliness shall be made by Sponsor in Sponsor's sole discretion. The Administrator 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. Subject to eligibility and compliance, up to twenty (20) of the top scoring Entries per State, the District of Columbia, and each of the five (5) Territories will move to a final round where a second panel of Judges will conduct a final round of judging, applying the same judging criteria, to select one (1) potential winner from each participating State, the District of Columbia, and each of the five (5) Territories.

Criteria	General Guiding Question	Possible Points
Impact	To what extent does the submission demonstrate a positive impact on the team's education, providing an opportunity for the team to gain new STEM-related skills?  1-8 No Impact 9-16 Very Little Impact 17-25 Some Impact 26-32 Clear Impact 33-40 Significant Impact	40
Connection	How connected is the submission to NASA's mission to explore the unknown in air and space, innovate for the benefit of humanity, and inspire the world through discovery?  1-4 No connection 5-8 Very little connection 9-12 Some connection 13-16 Clear connection 17-20 Significant connection	20
Alignment	How well does the proposed design of the experiment support the team's hypothesis?  1-4 No alignment 5-8 Very little alignment 9-12 Some alignment 13-16 Clear alignment 17-20 Significant alignment	20
Design	How well does the submission meet the design guidelines?	20

1-4 Does not meet guidelines	
5-8 Minimally meets guidelines	
9-12 Satisfactorily meets guidelines	
13-16 Meets most guidelines	
17-20 Meets all guidelines	

10 bonus points will be assigned during the initial and final round of judging of Entries based on the Entrant's Title 1 eligibility. Entrant's Title 1 eligibility will be determined by using the latest available data in the U.S. Department of Education's <a href="NCES CCD">NCES CCD</a> at the time of submission.

In the event of a tie between Entrants within the same State, District of Columbia, or Territory the tie will be broken amongst all tied Entries within that State, District of Columbia, or Territory, 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 State, District of Columbia, or Territory, by the highest score in the Title 1 criteria. In the event insufficient eligible Entries are received in any particular State, District of Columbia, or Territory, Sponsor reserves the right to assign those prizes among next highest scores in other States, District of Columbia, or Territories with consideration given to Sponsor's programmatic needs to ensure all prizes are awarded.

For this Challenge, up to eight (8) schools that were 2023-2024 TechRise Student Challenge winners ("alumni schools") may be selected as winners for the current Challenge. These alumni schools will be judged separately from the rest of the submitting teams, using the same criteria listed above. All other previous TechRise Student Challenge winners who submit an Entry will be judged within the pool of all other submitting teams.

**Winner Selection:** Potential winners will be selected based on the highest overall scores received in the initial round and by the highest overall scores received in the final round.

Assuming sufficient eligible Entries are received therefrom, it is anticipated that at least one (1) winner will be selected from each State, from the District of Columbia, and each of the five (5) U.S. Territories. 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 based on the next highest score as applicable.

**Experiment Build:** Schools must provide a physical location within the fifty United States, District of Columbia, or U.S. Territories for the experiment buildup. All experiment builds shall end based on the dates specified on the Challenge webpage.

**Prize**. Prize package consists 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 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 Experiment Builds 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 element thereof, at any time at the Sponsor's sole discretion by posting on the Challenge webpage. If at any time 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. Without limiting the foregoing, an Entry/Entrant will be disqualified if Sponsor believes the Entry is not in the spirit of the Challenge, is not compliant herewith, or awarding a prize to any school/person may have a detrimental impact (as determined by Sponsor in its sole discretion) on Sponsor, the Challenge, or any Challenge Entity.

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 Entry 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, nor for any failure to collect, store or capture Entries or any other information.

**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);
- Does not use, copy, incorporate or otherwise plagiarize from any third-party source, this includes without limitation any material created in whole or in part by artificial intelligence ("AI");
- Is in English;
- Has not been previously submitted for, or adjudged a winner in a promotion, contest 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, including but not limited to that based on race, gender, religion, nationality, disability, sex (including pregnancy, gender identity and 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 their Entry is an original work created solely by members of Entrant's Team, that Entrant owns (or has consent of the owner in) 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), without right of attribution, review or compensation.

**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 organization, 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 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.

**Challenge Termination & Dates/Deadlines:** The Challenge and any element thereof may at any time be terminated, cancelled, suspended, or modified as applicable by Sponsor and any time period or deadline extended, shortened, or modified in its sole discretion. *Any modification to the Challenge will be applied prospectively from the time announced on the Challenge webpage, and not retroactively.* 

**General Liability Release:** By participating in the Challenge, and without limiting any other provision in these Rules, 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 (or inability to participate) 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, damaged, or stolen Entries or 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, supplies 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 the Sponsor and Administrator may collect and use the Entry and Entrant's information as provided herein and in furtherance of this Challenge, and may also use the Entrant's information to contact the Entrant about other Challenges and innovation related activities, and further acknowledges that the Entrant has read and accepted all uses of their information as stated in these Rules and in the Administrator's privacy policy at <a href="https://www.futureengineers.org/Pdfs/PrivacyPolicy.pdf">https://www.futureengineers.org/Pdfs/PrivacyPolicy.pdf</a>?

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