



Phase Dock **So You Think You Can Build** Challenge

Detailed Contest Rules

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CONTEST. If you are a minor, you must obtain the consent of your parent or legal guardian before entering the contest.

Entry to the contest is free. A payment or additional purchase will not improve your chances of winning. Void where prohibited by law.

By entering the contest, you acknowledge that you have read and agree to the Phase Dock Inc. [Privacy Statement](#).

SECTION A - SPECIFIC TERMS FOR THIS CONTEST

1. Sponsor. The Phase Dock **So You Think You Can Build** Challenge (the "**Contest**") is an online contest sponsored by Phase Dock Inc., a Delaware corporation having its principal office at 2013 Valley Ridge Court, Raleigh, NC 27603, USA ("**Sponsor**"). The Contest is governed by these Official Rules (the "**Rules**"). For any questions regarding the Contest, the Sponsor may be contacted by email at info@PhaseDock.com.
2. Object of the Contest. Entrants are invited to create an electronics or single board computer project that includes the use of a Phase Dock WorkBench that meets the format, content and other requirements identified in Section A.5 ("How to Enter") below.
3. Eligibility. The Contest is open only to persons who, at the time of entry, are owners of a Phase Dock WorkBench Project Development Kit (PDK) of any size or format, and who are at least thirteen (13) years old. If on the Start Date you are under the age of majority in your jurisdiction, you must obtain permission from your parent or legal guardian, and your parent or legal guardian must consent to be bound by these Rules as if he or she were an entrant, before you submit an entry. Certain individuals are excluded from eligibility to win, as described in Section B2 below.
4. Deadlines. The Contest begins at 12:00 a.m. Eastern Standard Time (ET) on September 9, 2019 (the Start Date"). Entries for the Contest must be received by Sponsor by no later than 11:59 p.m. ET on November 1, 2019 (the "Deadline"). Entrants are permitted to modify or update an entry after submission, but are not permitted to do so after the Deadline.
5. How to Enter. All entries must comply with the entry requirements identified in these Rules. It is each entrant's responsibility to ensure compliance. Winning projects may not be resubmitted in future contests. However, projects that do not win may be resubmitted in any future contests. Additional information about entry eligibility can be found in Section B below.

In some jurisdictions, the publication of your project could adversely affect patent and design rights that you may own in the project. You should make your own inquiries and seek your own advice on this issue.

6. Winner Selection. There will be 6 total winners for the Contest. The winners will be selected on or around November 4, 2019, and Phase Dock will announce the winners on or around November 8, 2019.

7. Prize(s). The prize(s) to be awarded in the Contest are as follows:

- **Community Choice Top Prize (1)**: \$150 Amazon Gift Card and a WorkBench 1007 Project Development Kit (PDK) in a choice of colors, engraved with the winner's name.
- **Community Choice runners up (3)**: Community Choice runners-up will receive a \$60 Amazon Gift Card.
- **Celebrity Judge's Choice Prize (1)**: \$150 Amazon Gift Card and a WorkBench 1007 PDK in a choice of colors, engraved with the winner's name.
- **Phase Dock Favorite Prize (1)**: \$150 Amazon Gift Card and a WorkBench 1007 PDK in a choice of colors, engraved with the winner's name.

The winner(s) will be solely responsible for complying with any and all applicable rules and regulations relating to the prizes and for bearing any taxes relating to collecting any prize. Acceptance and use of the prizes are subject to all terms and conditions imposed by the issuer.

8. Judging. All entries that are in compliance with these Rules will be judged on the basis of the following criteria (the "**Criteria**"):

1. For Community Choice prizes: popularity, as shown by the number of "likes" or other votes accrued by the project. Entrants should encourage their community to "vote" for their projects. One vote per person per day is allowed.
2. For Celebrity Judge's Choice prize: the celebrity judge uses his or her experience and knowledge of a wide array of projects in this category to select a project for the prize. The judge's selection may be 100% arbitrary, however, we believe that clarity, ingenuity, creativity, quality of presentation, and execution of the WorkBench Electronic Project will be important.
3. For Phase Dock Favorite prize: the Phase Dock founders will use their experience and knowledge of a wide array of projects in this category to select a project for the prize. Clarity, ingenuity, creativity, quality of presentation, and execution of the WorkBench Electronic Project will be important.
4. The decisions of the sponsor and the judges will be final. Sponsor will not correspond with entrants about the decisions of the judges or determination of the winners other than as expressly provided in the rules.

9. Selection Process. The winner(s) will be determined through three (3) methods of selection, as described below:

1. Community Choice: Selection method is popularity. Phase Dock will invite the community to "like" or "vote" for favorite(s) among the projects that qualify and have been published. Entrants are encouraged to reach out to friends, family, and social media network to ask them to vote.
2. Celebrity Judge's Choice: For 2019, Dale Dougherty – well known for his role in launching the Maker Movement and now founder of Make Community – will review the entries and select the project of his choice to win this prize. In the event that Dale becomes unavailable, a different impartial judge will be asked to step in.
3. Phase Dock Favorite: The founders of Phase Dock Inc. will select the project of their choice to win the Phase Dock Favorite prize.

Disqualification: The Sponsor has the right to disqualify any entry that is not in compliance with these Rules. Submission of an entry does not give any entrant an automatic right to be published, awarded a prize, nor any other right except for the right to have such entry reviewed and evaluated subject to these Rules.

Voting. Prior to the Deadline and for seven (7) days after the Deadline, members of the public may vote for their favorite entry (the “**Voting Period**”). There is no limit to the number of eligible entries for which a member of the public can vote. All votes must be voluntary and uncompensated. Votes may not be cast by any automated method. Entrants may vote for their own project, however they may not compensate anyone in exchange for votes, or otherwise obtain votes through fraud, coercion, or other unfair means. Sponsor reserves the right to exclude any votes that have been obtained in violation of these Rules.

10. Size of Entry Pool. Winning entries will be selected by the Community and by the Judges in accordance with the Criteria as described in these Rules. The chances of any entry winning a prize depends on the number of eligible entries received between the Start Date and the Deadline and the quality of that entry as compared to the other eligible entries, as evaluated by the Public and the Judges.

SECTION B - ADDITIONAL TERMS FOR THIS CONTEST

1. General Conditions. By entering the Contest, each entrant agrees to abide by the terms of these Rules and by the decisions of Sponsor and the Judge. The Contest is void where prohibited by law.
2. Exclusions from Eligibility. The following parties may submit entries in the Contest, but any such entries are for information and entertainment purposes only and are not eligible to be considered for the Phase Dock Favorite: Employees and certain collaborating non-employees of Sponsor, as well as members of their households or their immediate families (i.e., spouses, parents and children). These individuals are eligible to submit entries and be considered for the Community Choice and the Celebrity Judge’s Choice. Sponsor’s determination that an entrant is (or is not) prohibited from entering or receiving a prize will be conclusive, and Sponsor shall have no liability to any entrant or any other person in connection with such determination. **NOTE:** Winners may submit new projects in any future contests. Winning projects may not be resubmitted; however, projects that do not win may be resubmitted in future contests.
3. Entry. Multiple entries are permitted, but only one entry per entrant can win a prize in the Contest. Entries can be the work of more than one person, but for purposes of the Contest, each entry will belong to the "Primary Entrant", regardless of the number of contributors to that entry. For winning entries, Sponsor will award the applicable prize to the primary entrant only, except in the case of a minor, to such minor's named parent or legal guardian, and will not be responsible for apportioning any prize among contributors to a winning entry. Upon submission, all entries become subject to the use by the Sponsor as described in Section B.13 ("Advertising and Marketing"). Entries to the Contest shall only be valid after the entry is accepted by Sponsor. Entries will be acknowledged via email. Entrants are permitted to modify or update an entry after submission, but are not permitted to do so after the Deadline. Entries may remain posted on the Contest page of the Sponsor Site indefinitely following the Deadline, but Sponsor reserves the right to delete entries from the Contest page after the Contest ends; and Sponsor reserves the right to delete entries from the Contest page and other pages of the Sponsor Site, at any time, if such entries may infringe any third party's rights. Sponsor will have no responsibility for, and will have the right to refuse in its discretion, any entries that have been tampered with, or entries that are misdirected, incomplete,

non-conforming, corrupt, lost, late, or ineligible. It is each entrant's responsibility to keep Sponsor informed of any changes to entrant's contact or other information during the Contest.

4. Use of Personal Information. Registering to enter the Contest may require each entrant to submit entrant's name, email address, age or date of birth, and other contact details, and in the case of a minor, contact details for a parent or legal guardian for purposes of obtaining proof of parental consent, if Sponsor elects to do so. For further information concerning how Sponsor handles personal information, consult the Sponsor's [Privacy Statement](#), which is available on www.PhaseDock.com.
5. Additional Entry Requirements. Each entry must comply with all requirements for user submissions. Each entry also must comply with the following:
 1. Each entry must be substantially the original work of the person or persons identified in the entry;
 2. If persons other than the entrant have contributed to an entry, the entrant must have permission from each contributor prior to submitting the entry;
 3. Entries must not contain anything that is or may be: (i) threatening, harassing, degrading or hateful; (ii) defamatory; (iii) fraudulent; (iv) obscene, indecent or otherwise objectionable; (v) deemed to cause feelings of disharmony, enmity, hatred or hostility between different religious or racial groups; (vi) protected by copyright, trademark, patents, utility models, design patents or other proprietary right without the express prior written consent of the owner of such right; or (vii) dangerous or potentially dangerous, or that would encourage dangerous behavior from viewers, such as use of explosives and/or harmful substances.
6. Prize Terms. All values are stated in United States Dollars (USD) as indicated. No prize is exchangeable, transferable, or redeemable for cash. The winner(s) will be solely responsible for complying with any and all applicable statutes, laws, rules and regulations and for bearing any taxes, fees, insurance, surcharges or other costs relating to receiving, claiming or collecting any prize. Winner(s) are hereby informed of the liability to pay all taxes on the prize(s) received; such taxes shall be paid by the winner(s). Each winner shall be responsible for reporting his or her individual income tax generated from the prize to relevant tax authorities on his or her own.
7. Announcement; Award of Prize(s). The winner(s) will be notified by e-mail within seven (7) days of selection. The winner(s) (and, if a winner is a minor, the winner's parent or legal guardian) may be required to sign a Winner's Declaration and Release which includes a declaration of eligibility, grant of publicity rights and a liability release, to the extent not prohibited by law, prior to receipt of a prize. The prize(s) will be delivered to the winner's designated email and physical address. Failure to respond to a winner announcement, or return any required documentation within ten (10) days may result in disqualification and the selection of an alternate winner.
8. Representations. By entering the Contest, each entrant agrees that: (a) the entrant meets all eligibility requirements of the Contest; (b) in entering and participating in the Contest, the entrant has complied and will comply with these Rules, the Policies, and all applicable statutes, laws, rules and regulations; and (c) the information provided in the entrant's entry is true, accurate, and complete.

9. Assumption of Risk. By taking any action to create an entry for the Contest, each entrant agrees that: (a) The entrant has the sole responsibility for the creation of the entry, which is designed and created by the entrant following his or her own decision and initiative. Even though the contest does not require or encourage dangerous behavior, there may be danger and risk of bodily injury, death or property damage involved in creating electronic projects; (b) The entrant and his or her personal representatives, heirs, executors, and assigns assume all risks and responsibility for any injury, death, property damage or other loss arising out of the creation of any entry, regardless of the cause; and (c) The entrant and his or her personal representatives, heirs, executors, and assigns are relinquishing any and all rights he, she, or they now have or may have in the future to sue or take any other action against Sponsor, or any other entities involved in the administration of the Contest. Without limitation, Sponsor Parties shall have no liability to any entrant or any other person in the event the entry or any acts or omissions of the entrant violates any of these Rules.
10. Release. To the maximum extent permitted by law, by entering the Contest, each entrant releases and holds harmless the Sponsor Parties from any and all responsibility, liability, damages, losses, costs, or expenses of any kind arising out of or relating to: (a) entry or participation in the Contest, including but not limited to disputes among individuals claiming to have contributed to any winning entry; (b) any violation by the entrant of these Rules, the Policies, or applicable laws; (c) violation of any copyright, trademark, patent, trade secret, right of publicity, privacy, or other legal or contractual right of any person attributable to entrant or any entry submitted by entrant; (d) any entries or votes that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (e) printing or typographical errors in any Contest-related materials; or (f) any other technical or human error that may occur in connection with the Contest (the "**Causes**"). If anyone makes any claim against any of the Sponsor Parties arising out of or relating to any of the Causes attributable to the entrant, the entrant will pay for any damages, losses, liabilities, costs, penalties, and expenses, including without limitation attorneys' and experts' fees and costs, incurred in connection with such claim.
11. Misconduct. Sponsor reserves the right, in its discretion, to disqualify any entrant who: (a) tampers with the entry or voting process, the operation of the Contest, the Sponsor Site, or affiliated websites; (b) acts in an unsporting or disruptive manner, or with intent to annoy or harass another person; or (c) is otherwise in violation of these Rules, the Policies, or any applicable laws.
12. Termination. Sponsor reserves the right to suspend, modify, or terminate the Contest at any time for any reason. In such cases, Sponsor will post a notice on the Contest page of the Sponsor Site. Should the Contest terminate prior to selection of the winner(s), Sponsor will announce an alternate means of awarding the prize(s) on the Contest page of the Sponsor Site. Any entrant may withdraw from the Contest at any time by contacting Sponsor by email at info@phasedock.com specifying the name of this Contest and any other relevant information.
13. Advertising and Marketing. By entering the contest, each entrant agrees that is has obtained the legally binding written consent or other authorization (such as copyrights) of every contributor to the entry to the use by Sponsor or any third party chosen by Sponsor, of all information (including personal information), drawings, text, photos, images, voices, videos, or other material contained in an entry or otherwise provided by the entrant related to the contest for advertising and marketing purposes. Otherwise, each entrant retains whatever rights it may have in each entry. The Sponsor may require entrants to provide evidence of such written consents. By accepting a prize, a winner consents on his or her own behalf, to the print and online publication of the Winner's user name,

state and country of residence, and winning entry as part of the official Winner's list on the Phase Dock Site without additional compensation.

14. Treatment of Personal Information. Each entrant and any other contributor whose personal information is being so used by Sponsor may request access to his or her personal information held by Sponsor and that Sponsor correct the data if it is inaccurate or delete the data if Sponsor is not required to retain it by law or for legitimate business purposes. Access, correction, deletion requests or withdrawal of consents can be made by contacting Sponsor by email at info@phasedock.com. No withdrawal of consent will apply retroactively to any information used prior to Sponsor's receipt of any consent withdrawal. Other than as set forth herein, Sponsor will treat any personal information supplied by entrants in connection with the Contest in accordance with Sponsor's [Privacy Statement](#), as modified by these Rules.
15. Miscellaneous. If any part of these Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of and the remaining parts of these Rules. Nothing contained herein or in any of the Contest related materials should be construed as an endorsement by Sponsor of any third party, product, or service. Sponsor may decline to process requests that are unreasonable or unreasonably repetitive.
16. Winner's List; Mailing List. The user name(s) and entries of the Contest winner(s) will be posted on the Contest Page of the Sponsor Site, within ten (10) days of the Deadline. In addition, the names of the winner(s) may be obtained by contacting Sponsor by email at info@phasedock.com. All requests must include the words "Winner's LIST" prominently in the subject line.

Entrants who opt to join Sponsor's electronic mailing list agree to be contacted by email by Sponsor. Requests for removal from Sponsor's mailing list may be made as instructed in any such email.

17. Promotion on Social Media: The Contest may be advertised on or accessed or entered through one or more social media platforms, such as Facebook, Twitter, or Pinterest. However, the Contest is in no way sponsored, endorsed, or administered by, or associated with, any such platforms. Each entrant agrees to comply with all terms and policies governing such platforms in connection with the Contest.