

# Museum of Science Fiction CubeSat Competition Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS COMPETITION.  
THE COMPETITION IS RUN BY THE MUSEUM OF SCIENCE FICTION.

PLEASE NOTE THAT THIS IS NOT A PRIZE DRAW BUT A SCIENTIFIC COMPETITION. PLEASE ALSO  
NOTE THAT THESE OFFICIAL RULES DO NOT CONSTITUTE A TENDER AND TENDER LAW  
REGULATIONS AND PRINCIPLES DO NOT APPLY.

THE MUSEUM OF SCIENCE FICTION CUBESAT COMPETITION IS A COMPETITION OPEN TO HIGH  
SCHOOL STUDENTS LIVING IN MOST COUNTRIES. SEE BELOW FOR COMPLETE ELIGIBILITY  
DETAILS.

THE MUSEUM OF SCIENCE FICTION CUBESAT COMPETITION IS A SKILL CONTEST WHERE  
ELIGIBLE STUDENTS WILL BE INVITED TO SUBMIT THEIR SCIENCE PROJECTS AT DESIGNATED  
WEBSITE TO COMPETE FOR PRIZES. THE PROMOTION WILL BE COMPRISED OF AN OPEN ENTRY  
SUBMISSION PHASE, AND JUDGING PHASE TO SELECT THE WINNERS TO BE ANNOUNCED ON OR  
ABOUT APRIL 15, 2016. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

## ENTERING THE COMPETITION

The Competition is open to high school students (grades 9-12 or equivalent) except employees  
and families of Museum of Science Fiction and Cornell University (the Sponsors). Multiple  
entries are welcome. Team entries are welcome.

By entering the Competition you:

1. Accept the official Museum of Science Fiction Competition's Terms & Conditions.
2. Agree to be bound by the decisions of the judges (Jury).
3. Warrant that you are eligible to participate.
4. Warrant that the submission is your original work.
5. Warrant, to the best of your knowledge, your work is not, and has not been in production  
or otherwise previously published or exhibited.
6. Warrant neither the work nor its use infringes the intellectual property rights (whether a  
patent, utility model, functional design right, aesthetic design right, trademark, copyright  
or any other intellectual property right) of any other person.
7. Warrant participation shall not constitute employment, assignment or offer of  
employment or assignment.
8. Are not entitled to any compensation or reimbursement for any costs.
9. Agree the Sponsors including the Museum of Science Fiction has the right to use and  
promote all entries.

If you think an entry may infringe on existing copyrighted materials, please email:  
[cubesat@museumofsciencefiction.org](mailto:cubesat@museumofsciencefiction.org)

#### SUBMITTING AN ENTRY

Only entries emailed to Museum of Science Fiction will be considered an entry. Only public entries are eligible.

#### AWARDING THE WINNERS

The sum of the Awards is the total gross amount of the reward. The awarded participant is solely liable for the payment of all taxes, duties and other similar measures if imposed on the reward pursuant to the legislation of the country of his/her residence, domicile, citizenship, workplace, or any other criterion of similar nature. Only one award per person or team.

All judging decisions are final.

All winners will be contacted by the Museum of Science Fiction staff to get their contact information and any other information needed to get the prize to them.

Winning submissions will be chosen based on the Rules and Requirements.

Entry deadline is Friday, January 31, 2016 at 5 PM EST (17:00pm EST).  
The winners will be announced by April 15, 2016.

Void where prohibited.

#### SUBMISSION REQUIREMENTS

(see <http://www.museumofsciencefiction.org/cubesat> webpage)

#### JUDGING CRITERIA:

(see <http://www.museumofsciencefiction.org/cubesat> webpage)

#### TECHNICAL REQUIREMENTS:

(see <http://www.museumofsciencefiction.org/cubesat> webpage)

#### PRIZES

(see <http://www.museumofsciencefiction.org/cubesat> webpage)

#### COMPETITION TERMS AND CONDITIONS

The Competition will be announced with a description of the particular subject matter, the specific judging criteria (the "Judging Criteria"), the entry dates (the "Entry Period") during which entries will be accepted, and the number and nature of the anticipated awards for the Competition. By submitting a completed response to a given Competition ("Entry"), the submitter of the Entry (whether an individual or group hereinafter "Entrant") agrees to be bound by the following legal terms and conditions and any Sponsor specific terms and conditions which are posted with a particular (collectively "Competition Rules" or "Agreement").

This Agreement governs the relationship between Entrant, MUSEUM OF SCIENCE FICTION, Inc. ("The Museum") and various sponsors administering and expressly identified on a particular,

respective Competition (together with the Museum, the “Sponsors”). The Entrant, Museum of Science Fiction, and Sponsor hereinafter collectively referred also to as the Parties and individually as a Party.

Plain English: By submitting an entry, you are agreeing to all these terms. Make sure you understand all of them.

## 1. GENERAL INFORMATION

Participation is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. Entrant is responsible for checking applicable laws and regulations in its jurisdiction before participating in the Competition to make sure that participation is legal. Entrant is responsible for abiding by its school’s policies regarding participation in the Competition. Sponsors disclaim any and all liability or responsibility for disputes arising between Entrant and its school or any other third party related to this Competition. Entrant is responsible for all taxes and reporting related to any Award that Entrant may receive as part of the Competition. Only entries submitted in accordance with the terms of the Agreement will be considered an entry.

Plain English: Make sure you can legally enter into this Agreement.

## 2. ELIGIBILITY

The Competition is open to high school students (grades 9-12 or equivalent) Entrants must be at least 14 years of age and may not have reached the age of 19 prior to October 1, 2015. All team members must be high school students.

Note: Entrants from the Netherlands must be born between September 30, 1996 and October 19, 1999 (inclusive). No entrant from the Netherlands can sign up for the competition until they turn 16. Entrants from Spain, South Korea and Israel must be born between October 18, 1996 and October 19, 2001 (inclusive). No entrant from these countries can sign up for the competition until they turn 14.

**Minors – Parents and Guardians:** The parent or legal guardian of an Entrant under the legal age of majority in his/her jurisdiction of residence (as defined below): (a) will ensure that the Entrant will comply with these Official Rules; and (b) warrants that the Entrant is capable of agreeing (through him/her self or through his/her parent or legal guardian) to these Official Rules and giving the consent contained herein. Your parent or legal guardian must agree to indemnify the Released Parties (as defined below) for and against: (a) any claims made by you or your family against the Released Parties in connection with the Competition; and (b) any losses (including any liability) caused by any of your conduct which is inconsistent with these Official Rules.

**Ineligibility:** The Competition is **not open** to residents of Cuba, Iran, North Korea, Sudan, Syria, the Crimea Region, and any other U.S. sanctioned country and is void where prohibited by law. Employees, officers, directors, agents, representatives, and their immediate family members (which means parents, spouses, children, siblings, inlaws, grandparents and grandchildren and their respective spouses, regardless of where they reside) or residents in the same household

(whether legally related or not) of the Sponsors and their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, any and all other companies associated with this Competition (including other institutions listed on the Competition Site who are involved in judging), are not eligible to enter or otherwise participate in this Competition.

Entrant is solely responsible for all equipment, as well as all costs it incurs associated with entering and participating in the Competition.

Plain English: You are responsible for paying for your own prep work and you need to be of age to enter.

### 3. CONFIDENTIAL INFORMATION

All Entries must be non-confidential. By making a submission to a Competition, Entrant agrees that no part of the submission includes any information or ideas deemed by Entrant or by any third party to whom Entrant owes a duty of non-disclosure, as confidential. Since neither Museum of Science Fiction nor Sponsors wish to receive or hold any submitted materials “in confidence” it is agreed that, with respect to the Entry, no confidential or fiduciary relationship or obligation of secrecy is established between the parties. If Entrant’s Entry is selected for further evaluation by the Sponsors, Sponsors may (but is not obligated to) offer to sign a confidentiality agreement as part of further discussions about the Entry and the material it describes.

Plain English: Your secrets are your own to keep. If we decide we are interested in them, we will work it out with you separately.

### 4. WARRANTIES

By submitting an Entry, Entrant represents and warrants that:

1. Entrant meets the eligibility requirements and all information entered for the Competition is true and complete;
2. that Entrant has the right and authority to submit the Entry on its own behalf or on behalf of the persons and entities that specified within the Entry;
3. Entrant agrees to be bound by this Agreement and to all Competition Rules and decisions of the Sponsors and/or their designees, which are final and binding in all respects;
4. Entrant agrees that participation shall not constitute employment, assignment or offer of employment or assignment;
5. Entrant is not entitled to any compensation or reimbursement for any costs;
6. Entrant agrees that the Sponsors have the right to promote all entries; and that Entry (both the information and materials submitted in the Entry and the underlying technology/method/idea/treatment protocol/solution described in the Entry):
  - a. is Entrant’s own original work, or is submitted by permission with full and proper credit given within the Entry;
  - b. is not, and has not been in production or otherwise previously published or exhibited;
  - c. does not contain any confidential information or trade secrets (Entrants or third parties);

- d. does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property rights or other rights of any person or entity;
- e. does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- f. does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
- g. does not trigger any reporting or royalty or other obligation to any third party;
- h. affirmatively represents that, in your good faith opinion, your Entry is innovative and original. If you have already filed a patent application or been issued a patent for any part of your Entry, or if you have licensed or will need to license any third-party intellectual property, please include that information.

If Entrant thinks an entry may infringe on existing copyrighted materials, please notify Museum of Science Fiction immediately by email at: [cubesat@museumofsciencefiction.org](mailto:cubesat@museumofsciencefiction.org)

Plain English: Make sure anything you submit is completely honest and is completely yours. By submitting an entry, we are not promising you a job. Make sure you understand all the rules.

## 5. AWARDS

The Sponsors are solely responsible for any prize or award granted in response to a Competition ("Awards"). Museum of Science Fiction has no responsibility or liability for Awards. The sum of the Awards is the total gross amount of the reward. The awarded Entrant is solely liable for the payment of all taxes, duties and other similar measures if imposed on the reward pursuant to the legislation of the country of his/her residence, domicile, citizenship, workplace, or any other criterion of similar nature. Only one Award per Entry unless otherwise expressly stated in the Competition.

All winners will be contacted by the Museum of Science Fiction staff to get their contact information and any other information needed to present the Award. Unless otherwise provided in the Competition details, all Awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the initial Award.

Winning proposals will be chosen by Sponsors based on the specific Judging Criteria.

Plain English: You may be liable to pay taxes if you win. Not everyone will get an award. We will let you know if you win.

## 6. INTELLECTUAL PROPERTY RIGHTS

By participating in a Competition, Entrant is not granting any rights in any patents or pending patent applications related to the technology described in the Entry; provided that by submitting an Entry, Entrant is granting the Sponsors certain limited rights as set forth herein. Prior to acceptance of the Award, Entrant is free to discuss the Entry and the ideas and technologies it contains with other parties and Entrant is free to contract with any third party.

By submitting an Entry, Entrant grants to the Sponsors and Museum of Science Fiction the right to review the Entry, to describe the Entry in connection with any innovations created in

connection with a Competition and to have Museum of Science Fiction, the Sponsors and their designees review the Entry.

By submitting an Entry, Entrant grants a non-exclusive right and license to the Sponsors and Museum of Science Fiction and their respective affiliates, subsidiaries, parents, and licensees, to use Entrant's name, likeness, biographical information, image, any other personal data submitted with the Entry and the contents in the Entry (including any created works, such as YouTube videos), in connection with (i) a Competition and (ii) in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from Entrant. Entrant also agrees that this license is perpetual and irrevocable. Entrant represents that it has the right to grant these rights and license. For uses beyond the license that Entrant grants above, Entrant agrees that any use of its personal data by the Sponsors will be governed by the Privacy Policy for the Museum of Science Fiction website.

By accepting a prize, Entrant (a) agrees to and does hereby grant to Sponsors and its designees a worldwide, non-exclusive, sub-licensable, transferable, fully paid up, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, create derivative works from, publically perform, publically display, digitally perform, make, have made, sell, offer for Sale and import the Entry and to develop or have developed the technology described in the Entry, in any media now known or hereafter developed for any purpose whatsoever, commercial or otherwise, without further approval by Entrant ("License") and (b) represents that Entrant has the unrestricted right to grant the License.

Entrant agrees that nothing herein grants Entrant a right or license to use any names, trademarks or service marks of the Sponsors, or any other intellectual property or proprietary rights of the Sponsors. Entrant grants to Sponsors the right to include its company or institution name (if Entry is from a company or institution) as an Entrant on the website and in other physical and technological materials from the Sponsors announcing winners or prospective winners of a Competition. Other than these uses or as otherwise set forth herein, Entrant is not granting the Sponsors any rights to its trademarks.

Museum of Science Fiction shall have the right to remove any content from the website in their sole discretion at any time and for any reason, including, but not limited to, any online comment or posting related to a Competition.

Plain English: By entering the Competition, you agree that the Sponsors can use your creative ideas. You don't get rights to use Sponsor's (or Museum of Science Fiction's) ideas or property, creative or otherwise.

## 7. LIMITATION OF LIABILITY

By participating in a Competition, Entrant agrees to release, indemnify and hold harmless Museum of Science Fiction and the Sponsors, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of Entrant's participation in, association with or submission to a Competition (including any claims alleging that the respective Entry infringes, misappropriates or violates any third party's intellectual property rights). In addition, Entrant

agrees to waive all claims against Museum of Science Fiction and any other Sponsor, except in the case of willful misconduct, for any injury, death, damage, or loss of property caused by Museum of Science Fiction or such Sponsor. Parties are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. Entrant waives all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees from Museum of Science Fiction or any Sponsor.

Any compromise to the fair and proper conduct of a Competition may result in the disqualification of an Entry, termination of a Competition, or other remedial action, at the sole discretion of the Sponsors. The Sponsors reserve the right in their sole discretion to extend or modify the requirements, criteria, or dates of a Competition. Museum of Science Fiction reserves the right to change this Agreement at any time.

Plain English: You are responsible for what you submit.

#### 8. NO OBLIGATION

Entrant acknowledges that multiple participants may submit Entries that contain concepts or technologies similar to Entrant's Entry and that the Sponsors or their subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that are disclosed in any Entry. Entrant acknowledges and agrees that any actions or omissions of the Sponsors with respect to another entry or one of its own solutions or business activities, even if similar to Entrant's Entry, shall not create in the Sponsors, as applicable, any liability to Entrant or others. Further, none of the Sponsors are or shall be restricted in any way from pursuing, developing, or commercializing, in any way that the Sponsors, as applicable, sees fit, independent of Entrant and at the Sponsors' sole discretion, any technology that is created independent of Entrant's Entry. For the avoidance of doubt, Entrant acknowledges that none of the Sponsors are obligated to take any action whatsoever with regard to an Entry.

Plain English: Sometimes, other entrants may have similar ideas. Don't be mad if someone (including a Sponsor) is already working on or plans to work on something similar. Trust in the selection process!

#### 9. SEVERABILITY

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to amend such provision in order that it will comply with law to the extent that it remains closest to the original intention of the Parties.

Plain English: If one part of this Agreement is a bad idea, the rest still remains.

#### 10. GOVERNING LAW AND SETTLEMENT OF DISPUTES

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia, without giving effect to principles of conflicts of law.

Plain English: If there is a legal issue, Virginia law applies.

## 11. ASSIGNMENT

Entrant may not transfer or assign this Agreement or any rights or obligations hereunder without the express written consent of the Parties.

Plain English: After submitting an entry, please ask us for permission if you would like to give it away.

## 12. HEADINGS

Headings of sections and Clauses of this Agreement are meant for the convenience of reference and for simplifying of reading of the text. The referred headings shall have no legal meaning for the performance and interpretation of this Agreement.

Plain English: The headings are not plain English. Think of them as decoration for the paragraph.

## 13. WAIVER AND DELAY

No delay in performing an obligation or in exercising any right under this Agreement shall mean exemption of such obligation or waiver of such right, nor will separate or partial performance of any obligation or exercise of any right exclude further performance of such obligation or further exercise of such right unless the context otherwise requires. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

Plain English: Just because someone got away with it once, doesn't mean they can get away with again.

Plain English for the Plain English: The real legal stuff is not in the Plain English, it's in the not-so-Plain-English part. Make sure you get the whole contract not just the simple stuff. We recommend you talk to a friend to get the full understanding of the terms – providing that friend is a lawyer.