

### Oklahoma InnovateHer Challenge Eligibility Agreement

**Eligibility Rules for Participating in the Challenge:** This Challenge is open only to: (1) citizens or permanent residents of the United States who are at least eighteen (18) years of age at the time of their submission of an entry (or teams of such individuals); and (2) private entities, such as corporations or other organizations, that are incorporated in and maintain a primary place of business in the United States. Individuals submitting on behalf of corporations, nonprofits, or groups of individuals (such as an academic class or other team) must meet the eligibility requirements for individual contestants. An individual may belong to more than one team submitting an entry in this Challenge. SBA employees are not eligible, nor are Federal entities or Federal employees acting within the scope of their employment. Individuals or organizations that are currently suspended or disbarred by the federal government are not eligible for this Challenge.

**Intellectual Property Rights:** All entries submitted in response to this Challenge will remain the sole intellectual property of the individuals or organizations that developed them. By registering and entering a submission, each contestant represents and warrants that it is the sole author and copyright owner of the submission, and that the submission is an original work of the contestant, or if the submission is a work based on an existing application, that the contestant has acquired sufficient rights to use and to authorize others to use the submission, and that the submission does not infringe upon any copyright or upon any other third party rights of which the contestant is aware.

**Publicity Rights:** By registering and entering a submission, each contestant consents to SBA's and its agents' use, in perpetuity, of its name, likeness, photograph, voice, opinions, and/or hometown and state information for promotional or informational purposes through any form of media, worldwide, without further payment or consideration.

**Liability and Insurance Requirements:** By registering and entering a submission, each contestant agrees to assume any and all risks and waive claims against the Federal Government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from their participation in this Challenge, whether the injury, death, damage, or loss arises through negligence or otherwise. By registering and entering a submission, each contestant further represents and warrants that it possesses sufficient liability insurance or financial resources to cover claims by a third party for death, bodily injury, or property damage or loss resulting from any activity it carries out in connection with its participation in this Challenge, or claims by the Federal Government for damage or loss to Government property resulting from such an activity. Contest winners should be prepared to demonstrate proof of insurance or financial responsibility in the event SBA deems it necessary.

**Record Retention and Disclosure:** All nomination packages and related materials provided to SBA in the semi-final and final rounds of the Challenge automatically become SBA records and cannot be returned. Contestants should identify any confidential commercial information contained in their entries at the time of their submission to the local Host Organization. SBA will notify contestants of any Freedom of Information Act requests the Agency receives related to their submissions in accordance with 13 C.F.R. part 102.

I affirm that all eligibility requirements have been met and agree to all other items and terms outlined in this document.

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Name

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Signature

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Date