

2023 3D Retail Coalition Grand Challenge

Contest: 2023 3D Retail Coalition (3D.RC) Grand Challenge (the “Contest”)

Sponsors:

- The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”)
445 Hoes Lane, Piscataway, New Jersey, USA, 08854;
- MarketKey, PI Apparel, 3D Retail Coalition (“3D.RC”)
30 Great Guildford Street, Borough, London, SE1 0HS
- Kalypso, A Rockwell Automation Business (“Kalypso”)
1201 South Second Street, Milwaukee, WI, USA, 53204;

Eligibility: Contest is open to residents of the United States of America, Europe and Asia, and other countries, where permitted by local law, who are the age of eighteen (18) and older. Void where prohibited by law.

Eligible entrants must be affiliated with an organization categorized either as a start-up or an academic institution, satisfying the respective criteria outlined below:

- **Start-up Eligibility:** A start-up, as defined for the purposes of this contest, denotes a legally registered organization that satisfies the following prerequisites: (1) it employs fewer than 10 full-time personnel, and (2) it serves fewer than 10 active clients in the retail, footwear, and apparel industry.
- **Academic Institution Eligibility:** An academic or research institution, as defined for the purposes of this contest, denotes a legally registered organization that satisfies the following prerequisites: (1) it possesses an educational mission, (2) it holds non-profit status, and (3) it has obtained formal accreditation from a recognized accrediting body or governance agency.

Entrants may be subject to rules imposed by their institution or employer relative to their participation in contests and should check with their institution or employer for any relevant policies. Employees of Sponsors, its agents, affiliates, and their immediate families are not eligible to enter the Contest.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.

Agreement to Official Rules: By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsors. Sponsors reserve the right to alter any of these Official Rules at any time and for any reason. All decisions made by Sponsors concerning the Contest including, but not limited to the cancellation of the Contest, shall be final and at its sole discretion.

Entry Period: This Contest, which is broken into two phases, commences on **June 28, 2023** and ends on **November 17, 2023** (11:59 PM PST) (“Entry Period”). Sponsor’s server is the official clock for the Contest. Entries received before or after the entry period are void.

Entrants must submit Phase 1 Entries by **September 29, 2023** 11:59 pm PST; Selected Semifinalists invited to participate in Phase 2 must submit Entries by **November 17, 2023** 11:59 pm PST;

How To Enter:

Entries must include:

- **Phase 1 Entries:** Uploaded document(s) containing contact information, confirmation of eligibility and responses to the prompts outlined on contest website below.
- **Phase 2 Entries:** Submissions chosen as semi-finalists in Phase 1 will be prompted to submit additional information for Phase 2, which may include a white paper, research publication, solution schematic, thesis, video, demonstration, or other materials to provide more detail behind your solution / research.

All submits will enter via the contest website:

<https://standards.ieee.org/events/3dbp/dt-grand-challenge2023/>

Only entries submitted in accordance with these Official Rules will be eligible for consideration. No alternate means of entry permitted. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. For the avoidance of doubt, submission of an entry does not transfer ownership of any underlying intellectual property contained within an entry. Such intellectual property shall remain the property of the entrant. Entrant only grants a license to entrant's entry intellectual property to the extent required by these Contest Rules.

LIMIT ONE (1) ENTRY PER PERSON OR COMPANY/INSTITUTION

Selection of Winner(s):

A panel of judges from IEEE, 3D.RC & Kalypso will evaluate Phase 1 and Phase 2 Entries and select winners based on:

Applicability – extent to which the submission addresses the challenge presented on the contest website and its relevance to the retail, footwear and apparel industry

Capability Impact – extent to which the submission delivers either new capabilities or transformative improvements to existing capabilities

Business Impact – extent to which the submission creates new value for the retail, footwear and apparel industry

Social Impact – the extent to which the submission addresses potential social and environmental impacts and implications

Prize: The prize(s) for the Contest are being sponsored by IEEE, PI Apparel, 3D RC and Kalypso Management Consulting. The “Prize Winner(s)” shall receive:

- A featured presentation (virtual) to the 3D Retail Coalition (3D.RC) Board of Directors, Committee Teams and Active Members; representing dozens of the world’s most prominent brands
- A marketing & promotional package provided by Grand Challenge Sponsors including:
 - IEEE featured blog post and/or e-publication
 - Kalypso Viewpoint article and video interview
 - Social media posts from IEEE, PI Apparel, and Kalypso
- A complimentary events package provided by MarketKey including:
 - Two registration passes for one mutually-agreed upon 2024 PI Apparel event
 - On-stage recognition & promotion during the above 2024 PI Apparel event
 - The opportunity to present the winning research or solution during a webinar hosted by MarketKey & the 3D.RC

PI Apparel reserves the right to review the winning company submission for appropriate fit for a PI event agenda as a condition of acceptance in an upcoming agenda. No cash in lieu of prize or substitution of prize permitted, except that Sponsors reserve the right to substitute a prize or prize component of equal or greater value in its sole discretion for any reason at time of award. Sponsors shall not be responsible for service obligations or warranty (if any) in relation to the prize(s). Prize may not be transferred prior to award. All other expenses associated with use of the prize, including, but not limited to local, state, or federal taxes on the Prize, are the sole responsibility of the winner. Winner(s) understand that delivery of a prize may be void where prohibited by law and agrees that Sponsors shall have no obligation to substitute an alternate prize when so prohibited.

Notification of Potential Prize Winners: The Prize Winners will be notified by e-mail and/or phone within 14 days of the selection date for Phase 1 and within 7 days for Phase 2. If a Prize Winner does not acknowledge acceptance of the Prize within 14 business days after being notified that he or she is a Prize Winner, or if a potential Prize Winner does not return the signed claim forms within the required time, or is otherwise found to be ineligible or not in full compliance with these Official Rules, another Prize Winner will be chosen using the same procedure specified above. Potential Prize Winner may be asked to execute and return to Sponsor a declaration of eligibility and liability/publicity release, where lawful, within fourteen (14) days of attempted notification. Winner may waive the right to receive the prize. The decisions of Sponsor are final and binding in all respects.

Release, Publicity, and Privacy: By receipt of the Prize and/or, if requested, by signing an affidavit of eligibility and liability/publicity release, the Prize Winner(s) consents to the use of his or her name, likeness, business name and address by Sponsors for advertising and promotional purposes, including but not limited to on Sponsor’s social media pages, without any additional compensation, except where prohibited. No entries will be returned. All entries become the property of Sponsors. The Prize Winner(s) agrees to release and hold harmless Sponsor and its officers, directors, employees, affiliated companies, agents, successors and assigns from and against any claim or cause of action arising out of participation in the Contest.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this Contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Contest.

Sponsors reserve the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsors, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsors are not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Contest.

Right to Use Entries: By entering the Contest, entrants grant Sponsors a non-exclusive, irrevocable, royalty-free, perpetual, worldwide right and license to reproduce, publish, display, edit and otherwise use the submitted Entries, and entrant's full name and city and state/province/country of residence, photograph, likeness, voice and institutional affiliation, in print or any offline or online and other media for purposes of editorials, exhibition, advertising, publicity and promotion without additional compensation or permission, unless prohibited by law.

Representations and Warranties Regarding Entries: By submitting an Entry, you represent and warrant that your Entry does not and shall not comprise, contain, or describe, as determined in Sponsor's sole discretion: (A) false statements or any misrepresentations of your affiliation with a person or entity; (B) personally identifying information about you or any other person; (C) statements or other content that is false, deceptive, misleading, scandalous, indecent, obscene, unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive; (D) conduct that could be considered a criminal offense, could give rise to criminal or civil liability, or could violate any law; (E) any advertising, promotion or other solicitation, or any third party brand name or trademark; or (F) any virus, worm, Trojan horse, or other harmful code or component. By submitting an Entry, you represent and warrant that you own the full rights to the Entry and have obtained any and all necessary consents, permissions, approvals and licenses to submit the Entry and comply with all of these Official Rules, and that the submitted Entry is your sole original work, has not been previously published, released or distributed, and does not infringe any third-party rights or violate any laws or regulations.

Limitations of Liability/Reserved Rights: Neither Sponsor(s), its parent, subsidiary or affiliated companies, nor its advertising or promotional agencies shall have any obligation, liability or responsibility with regard to (i) entries that contain incorrect or inaccurate information or do not comply with these Official Rules, (ii) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, technical or other error of any kind, (iii) telephone,

electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties of any kind, (iv) any condition caused by events beyond the control of Sponsor that may cause the Contest to be disrupted or delayed, (v) any printing or typographical errors in these Official Rules or any other materials associated with the Contest, or (vi) any damages or losses of any kind caused by any prize or resulting from participation in the Contest, accessing, uploading or downloading data in connection with the Contest, or acceptance, possession or use of any prize. Sponsor, in its sole discretion, reserves the right to disqualify any entrant tampering with or abusing the entry process or the operation of the Contest or otherwise violating these Official Rules. Sponsor, in its sole discretion, further reserves the right to cancel, terminate, suspend or modify the Contest if the Contest cannot be completed as planned because of infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort and to select a winner from among eligible entries unaffected by such event, if any.

Disputes: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT, (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW JERSEY OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW JERSEY. SPONSOR IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZES.

Contest Results and Official Rules: To obtain the identity of the Prize Winner(s) and/or a copy of these Official Rules, send a self-addressed stamped envelope to the IEEE SA Industry Connections Program Administrator, The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE"), 445 Hoes Lane, Piscataway, New Jersey, USA, 08854.