MicroStrategy Datathon 2018
Official Rules

VOID WHERE RESTRICTED OR PROHIBITED BY LAW. PARTICIPATION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. PLEASE READ CAREFULLY.

1) BINDING AGREEMENT

To participate in the MicroStrategy Datathon 2018 (the “Event”), taking place at MicroStrategy World™ 2018 in Las Vegas, Nevada, each participant (referred to herein as “you” or “your”) must agree to these Official Rules (“Official Rules”). You may not participate in the Event, unless you accept and agree to comply with these Official Rules.

These Official Rules will take effect when you execute or agree (online) to these Official Rules, submit an Entry (or are part of an Entry submission), or otherwise participate in the Event, whichever is earlier, and are effective until terminated as set forth below.

2) SPONSORSHIP AND ELIGIBILITY

The Event is sponsored by MicroStrategy Incorporated, with a principal place of business at 1850 Towers Crescent Plaza, Tysons Corner, VA, 22182 (the “Sponsor”, “we” or “our”). To be eligible to enter and participate on a team for the Event, you must be: (a) above the legal age of majority in your jurisdiction of legal residence, with a minimum age of eighteen (18) years as of the date of entry; (b) a permanent legal resident of a country where participation is not restricted or prohibited by law; (c) registered for the Event, having followed the registration and sign-up process designated by Sponsor; and (d) holding a ticket to MicroStrategy World 2018 or having a Datathon only ticket. Employees, interns, officers, and directors of Sponsor or any of their respective subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household (whether related or not) and Government Officials are not eligible to enter or win. “Government Officials” include (i) an officer or employee of a government or a governmental department, agency or instrumentality; (ii) a political party, a party official, or candidate for political office; (iii) an officer or employee of a government owned or controlled entity or company; (iv) a member of a military; (v) an officer or employee of a public international organization (such as the United Nations or the World Bank); or (vi) any person acting in an official capacity for or on behalf of any of the foregoing.

You are responsible for ensuring that your participation in the Event complies with all of your employer’s policies. If Sponsor believes and/or confirms at any time that you are violating any of those policies by entering, participating, accepting a prize, or otherwise being involved in the Event, Sponsor, in its sole discretion, may reject your entry to the Event, prohibit you from participating in the Event or revoke any prize that you may have received at the Event. Sponsor is not responsible for any disputes arising between you and your employer.

Sponsor reserves the right, in its sole discretion, to assess your eligibility and compliance with these Official Rules any time during the Event. If Sponsor requires assistance to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance or if Sponsor believes you are not complying with these Official Rules, you may be disqualified.

3) PERSONAL INFORMATION AND PRIVACY

Any personal information sent to, shared with or collected by Sponsor in connection with this Event is subject to Sponsor’s Privacy Policy, found at https://www.microstrategy.com/us/legal/privacy-
Sponsor and Sponsor’s agents, affiliates, subsidiaries, representatives or service providers may use your personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify you of a product or event.

4) TERM

Registration for the Event starts on November 3, 2017 and ends on January 14, 2018 (“Registration Period”). The Event will take place at MicroStrategy World 2018 between 9:00 AM PT on January 15, 2018 and 6:00 PM PT on January 16, 2018 (“Event Period”). Unless otherwise noted, all times in these Official Rules or in relation to the Event are Pacific Time. The Sponsor is the official time keeper for this Event.

5) ELECTRONIC COMMUNICATIONS

You acknowledge and agree to electronic communication and delivery of all documents related to the Event as designated by Sponsor. You further acknowledge and agree to:

(i) the transfer and storage of your personal data on the Sponsor’s server in the United States;

(ii) the act of clicking your consent to these Official Rules as a binding form of your electronic signature, which will bind you to these Rules;

(iii) represent that you have Internet access and a valid e-mail address enabling you to access the Event Site and receive communications and documents electronically;

(iv) represent that all information you provided will be complete, current, and accurate; and

(v) represent that you have printed or saved these Official Rules for your records.

Acceptance of any consent noted herein is effective unless and until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Official Rules by contacting us at datathon@microstrategy.com. Sponsor will send you a confirmation notice or request additional information to confirm your request once we have processed your change request.

6) HOW TO PARTICIPATE AND EARN A PRIZE

In order to participate in the Event, you must do the following:

Step 1: Form a Team

Get together with your friends or colleagues attending MicroStrategy World 2018 and form a team to participate in the Event. Each team will work together on one submission for the Event (“Entry”). A team can be comprised of between 1 to 5 individuals and each team member must meet the eligibility criteria in these Official Rules. Each individual may only be a part of 1 team. After you have formally registered as a part of a team, you will not be allowed to switch teams for the Event. Sponsor is not responsible for forming teams, and will not resolve, or assist in resolving, any disputes between teammates, including with respect to team formation or composition.

Step 2: Original Idea Submission and Team Registration

To enter, each member of an Event team must register, during the Registration Period, at www.microstrategy.com/us/go/world-2018-datathon (“Event Site”) by completing all requested information and accepting these Official Rules. At the time of registration, you will be required to provide a description of your team’s Event submission and a summary of the business value. Your
team’s Entry should be an original idea for a concept that utilizes one or more of the following MicroStrategy platform components (“MicroStrategy Technologies”): MicroStrategy SDK™, Rest APIs, Dossier™, Usher®, Workstation, Real-Time and Predictive Models, MicroStrategy Mobile™ and MicroStrategy Transaction Services™. More information about the focus of the Event can be found at the Event Site.

**Step 3: Attend MicroStrategy Datathon 2018**

Attend the Event on January 15, 2018 starting at approximately 9:00 AM PT and ending at approximately 6:00 PM PT on January 16, 2018. When you arrive at the Event, you will need to check-in and show photo identification. Check the Event Site for information about where the Event will be taking place at MicroStrategy World 2018.

**Step 4: Entry Submission**

Each team must submit its Entry in compliance with the Entry Requirements via a Dropbox link (which will be provided at the Event) before 6:00 PM PT on January 16, 2018. Starting at approximately 6:00 PM PT on January 16th, 2018, each team will also need to provide a 5-minute presentation (we recommend pre-recording a video to show) regarding its Entry, which should cover the following topics:

- A description of the concept and the associated business value;
- Technologies used (include MicroStrategy technologies, third party technologies and a description of what was built at the Event);
- A demo of the innovation.

In the event that there are more than 15 teams participating in the Event, the Sponsor, in its sole discretion, may choose to eliminate or shorten these presentations, or limit the presentations to the final round of judging. If presentations will occur, Sponsor will provide a schedule for presentations at the Event.

The Sponsor is not responsible for late, erroneous, misdirected or incomplete entries, or for any computer-related, online, telephonic, or technical malfunctions that may occur. Mere proof of transmission does not constitute proof of entry. Entries will be considered void if they are in whole or in part illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft, or if they do not meet the requirements described in these Official Rules.

Entries that arrive prior to or after the end of the Event Period will not be eligible to win prizes. Sponsor will retain physical possession of all materials submitted with Entries and will not acknowledge or have an obligation to return or destroy any Entry materials.

### 7) ENTRY REQUIREMENTS

For a team to be eligible for any prize, the Event team must submit an Entry that meets the requirements set out below (“Entry Requirements”).

- The Entry must constitute original work and to the extent it is not, be supported by and subject to having secured all rights necessary from third parties in order to submit and allow Sponsor to utilize the Entry (see “Warranty” Section below for additional obligations).
- In accordance with the foregoing, each Event team must create an original and innovative concept that utilizes the MicroStrategy Technologies, in addition to any other Allowed Technologies (defined below).
- **Allowed Technologies:**
  - Sponsor’s generally available technology and all of the MicroStrategy Technologies

- Third party copyright materials (e.g., imagery, content, recording or other audio or visual element) or technologies that are obtained lawfully and subject to a valid right, license, or permission to use by the Event team in connection with the Entry and Entry includes all necessary attribution or information required by the developer of such third-party technology when submitting the concept.
- With respect to the foregoing, use of sample code, libraries, SDKs, and APIs are permissible as long as licensed and permitted for use in a concept such as the one being submitted in this Event and so long as compatible with Sponsor’s generally available technology.
- Documentation evidencing sufficient licensed rights or permission (upon Sponsor request).

- **All Other Code Must be Created by Entering Team:** With the exception of the Allowed Technologies, all programming code included in an Entry must be original and created by you and/or your Event team during the course of the Event. All materials related to the Entry must be in English.

- **General Content Requirements:** In addition to the foregoing, each Entry must meet the following general content requirements:
  
  i) Must not violate, misappropriate, or infringe the rights of others, including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights;
  
  ii) Must not contain any malware or be otherwise harmful to our computer system or the computer systems of others;
  
  iii) Must not impersonate or misrepresent affiliation with any other person or entity;
  
  iv) Must not be unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contain explicit or graphic descriptions or accounts of, sexual acts, or otherwise contain any other content that is objectionable;
  
  v) Must not victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; and
  
  vi) Must be within the general spirit and guidance of the Event, including meeting the terms of these Official Rules and the Entry Requirements.

By submitting an Entry for or as part of an Event team, you understand and agree to the following:

i) Sponsor is not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry.

ii) Sponsor or other Event teams or participants may have developed or commissioned materials similar or identical to an Entry, and you hereby waive any claims you may have resulting from any similarities to your or your team’s Entry.

iii) Sponsor cannot control the information you disclose to Sponsor or Sponsor representatives in the course of participating in the Event, or what Sponsor or Sponsor representatives will remember or retain with respect to any Entry.

iv) Sponsor will not restrict work assignments of representatives who have had access to any Entry -- by participating in the Event, you agree that Sponsor may use, without limitation of any other right, any information in Sponsor personnel’s or representatives’ unaided memories in the development or deployment of Sponsor products or services without liability or compensation to you.

v) You will not receive any compensation or credit from Sponsor for your participation in the Event or any use of your Entry (or your Event team’s
vii) Sponsor is not obligated to use or retain your Entry for any purpose, even if it has been selected as a winning Entry.

viii) Nothing in these Official Rules or otherwise shall be interpreted as granting you any right or permission to use or display any of the Sponsor trademarks or tradenames (including any logo or brand) or rights in any Sponsor technologies or IP. Moreover, nothing shall permit you to promote your participation or involvement in the Event or affiliation with the Event or Sponsor without Sponsor’s prior written consent.

8) INTELLECTUAL PROPERTY RIGHTS

Warranty. You warrant and represent that the Entry submitted by you or by your team (i) is your (or your Event team’s) own original work created by you or your team (except to the extent that your Entry uses the Allowed Technologies as permitted and set forth above), and (ii) has not been previously entered in an event, published, or won (or eligible to win) a previous prize or award. In addition, you represent and warrant that you (or your Event team) own or otherwise control all of the rights in and to the Entry (other than in and to the Allowed Technologies) have all rights necessary to make the grant(s) below, and that the Entry does not violate any law, regulation or any right of any third-party, including but not limited to rights of copyright, trademark, publicity and/or privacy. If the Entry that you submit (or your Event team submits) includes any photographs or other images, video, audio or sound recordings, or any other type of content, you and your Event team are responsible or obtaining valid licenses or other rights and permissions giving you and your Event team sufficient rights to use that content as provided in these Official Rules as part of the Entry and for producing that license or other permission to Sponsor upon request. You hereby acknowledge the representations and warranties herein for an Event team’s Entry apply jointly and severally to each and every member of the associated Event team. Therefore, please understand that submitting an Entry that is copyrighted by another individual or entity, or otherwise subject to the rights of another individual or entity, will make you and your Event team responsible for any legal action the legal rights holder(s) might take against you or your Event team. Likewise, you hereby agree to indemnify Sponsor against any claims made by individuals or entities claiming rights in the Entry that may contest Sponsor’s right to use or retain in any way the Entry in accordance with the terms of these Official Rules.

License. You or your Event team will retain ownership over your or your Event team’s Entry. However, you hereby agree to grant Sponsor a license in accordance with the terms of this provision. You hereby grant Sponsor the right, without limitation, to display the Entry online and in any media now known or hereafter developed. Further, you hereby grant Sponsor (a) an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or hereafter developed) to use, review, assess, test, and otherwise analyze your Entry and all its content in connection with the Event, including in any marketing for the Event; and (b) an option and right of first refusal to enter an additional license or purchase or other agreement for the idea contained in the Entry after the conclusion of the Event. By participating in the Event, you agree to sign all documentation that may be required for us and our designees to make use of the rights granted herein, if necessary.

9) PRIZES

There will be one cash prize in an amount of $10,000 allocated to the winning team of the Event. This amount will be divided evenly among all designated team members. The prize will be sent to the winners within one month from the receipt of all necessary forms. If any member of a winning team cannot accept his portion of the cash prize (due to an employer’s policies or otherwise), such portion of the cash prize will be donated to either the National Compassion Center or STEM for Her.
10) PRIZE TERMS

The prize will be awarded as check or electronic transfer (in Sponsor’s discretion) to be issued or paid in equal amounts to each team member (e.g., for a team of 4, each team member would receive an individual check or electronic transfer for $2,500). The Sponsor reserves the right to modify the prize or amount in its sole discretion. Other than as set out in Section 9, no prize transfer, assignment or substitution by any prize winner is permitted. All federal, state and local taxes, fees, duties, and surcharges, if any, on the prize are the sole responsibility of the prize winners. If a prize is forfeited or if a winning team or team members are disqualified, or if any prize notification, prize, or portion of a prize is returned as undeliverable, at Sponsor’s sole discretion and time permitting, the prize or portion thereof will be considered forfeited and the Sponsor may select the next highest scorer as an alternate prize winner from all remaining eligible entries, in Sponsor’s sole discretion, or, alternatively, donate the prize or a portion thereof to the organizations noted in Section 9. Sponsor will not be liable for unsuccessful efforts to notify any potential winner. Winners will be issued 1099 forms for the value of the prizes received to be used in filing their income taxes.

11) JUDGING

If there are less than 15 teams participating in the Event, there will be one round of judging that will be performed by a panel of 3-5 judges. If there are more than 15 teams participating in the Event, Sponsor may elect to use multiple rounds of judging and judges may change between rounds. Judges will be composed of Sponsor employees and individuals not associated with Sponsor, at Sponsor’s sole discretion. The judges will evaluate each team’s Entry based on the following criteria:

   a) Creativity (20 points);
   b) Originality / Innovation (20 points);
   c) Business Value (20 points);
   d) Technical Complexity (20 points); and
   e) UX Design (20 points).

Each judge will assign the Entry being judged between 0 and 20 points in each of the 5 listed categories, for a maximum of 100 points. If there is more than one round of judging, the first round of judges will select a group of finalists based on the top scoring teams. In the final round of judging, the top point recipient will be the winner. Determination of eligibility and compliance is at Sponsor’s sole discretion and may result in disqualification of any person or team. All judges’ decisions are final. Judges will announce the winning team on January 17, 2018 at a MicroStrategy World session. If there is a tie between the top two Entries in the final round of judging, the judges will re-judge these two Entries applying the criteria of which Entry makes the most compelling use of the MicroStrategy Technologies, applying the 20 point scale.

12) WINNER VERIFICATION

In order to win a prize, the potential winners must continue to comply with all terms and conditions of these Official Rules. Each member of the winning team will be required to sign an Affidavit/Declaration of Eligibility, Liability and Publicity Release (“Prize Documents”), which will include, without limitation, (i) a release of the Released Parties similar to what is set forth below at Section 15, and (ii) a grant to the Sponsor and its agencies of the unrestricted rights, in their collective or individual discretion, to publish and use winner’s (and individual team members’) name, hometown, likeness, Entry, statements, or prize information for advertising and publicity purposes worldwide without limitation and without additional compensation, except where prohibited. If a potential winner cannot be contacted, or fails to sign and return the Prize Documents within 14 days or is found to be ineligible, that potential winner will be deemed disqualified and will forfeit the prize. In addition to the Prize Documents, potential winners may be required to complete a W-9 tax form (for U.S. residents) or W-8BEN tax form (for non--U.S. residents) in order to receive a prize. If you do not sign the required forms or provide the required information within 14 days, we may
disqualify your entire team from receiving a prize. All federal, state, local and other taxes and duties that may become due as a result of winning a prize are the sole responsibility of the prize winner.

In the event that a potential team is disqualified for any reason, Sponsor may award a prize to the team with the next highest score based on the judges’ scoring. The Sponsor may repeat this process until a winning team is determined, at its discretion, or, should it be unable to determine a winner for any reason, donate the money to the organizations described in Section 9.

For the names of the members of the winning team (available after February 1, 2018) visit the Event Site or contact the Sponsor at datathon@microstrategy.com. Requests for information about the winners must be received by May 1, 2018.

13) PUBLICITY

You consent to Sponsor’s use of your likeness, photograph, audio-visual footage, comments, name, biographical information, Entry, voice, or any other record of your participation in the Event or with respect to your or your Event team’s Entry for advertising and publicity purposes in any and all media, now known or hereafter developed, worldwide without additional compensation or notification. With respect to the foregoing, you acknowledge and agree that the name and country of residence of prize winners may be utilized in communications and advertising, including being posted on the Event Site. In addition, you hereby authorize Sponsor and its authorized employees, representatives, or contractors to film, photograph and interview you and otherwise document your participation in the Event, and with respect thereto, you hereby transfer and assign to Sponsor, as applicable, all right, title and interest in and to any and all interviews, photographic images, video and audio recordings, and statistical measurements regarding your physical characteristics or likeness or in which you may be wholly or partially included in any form. You hereby waive any right to inspect or approve the foregoing, any materials that may be used in connection with the foregoing, or the use to which they may be applied.

14) ABILITY TO MODIFY OR TERMINATE

The Event will be provided by Sponsor without a warranty of any kind. In the event that the operation, security, or administration of the Event is in Sponsor’s judgment impaired in any way, Sponsor may, in its sole discretion, without limitation: (a) suspend the Event and modify the Official Rules to address the impairment and then resume the Event (with any continued participation in the Event subject to the modified Official Rules of which Sponsor shall provide notice prior to resumption); (b) terminate the Event and award the prize according to the criteria set forth above from among the eligible Entries received up to the time of the impairment; or (c) take any other reasonable action as we deem necessary and appropriate to the circumstances. The Sponsor also reserves the right at its sole discretion to cancel, terminate, modify or suspend the Event.

If, due to any technical difficulty or unforeseen interruption, the Event site, and/or any portion of the Event is interrupted, Sponsor may (or may not) extend the Entry and/or judging periods, in Sponsor’s sole discretion. If any extension of time is approved, Sponsor will notify entrants and will update these Official Rules accordingly and all entrants will be bound to the updated Official Rules as they are posted on the last day of judging.

15) LIMITATION OF LIABILITY

By participating, you individually and on behalf of your relatives, heirs, assignees, successors, executors, and administrators, and employers (if applicable) hereby permanently, irrevocably and forever waive and release any and all rights, demands, losses, liabilities, claims and causes of action whatsoever which you may now or hereafter be entitled to assert against the Sponsor, as well as all others associated with the development and execution of the Event (collectively, the “Released Parties”), including, but not limited to (i) any death, injury, loss of enjoyment or other harm or loss
of any nature whatsoever caused by, contributed to, or arising out of the Event and/or any prize awarded, (ii) any claim or demand for additional compensation or any other claim or demand related to the Event or what the Sponsor provides, (iii) any claim related to unauthorized human intervention in the Event or technical errors that may impair your ability to participate in the Event, (iv) any claims related to errors in the administration of the Event, (v) any claims or allegations that your Entry infringes any copyright, trademark, or any other intellectual property right, (vi) disputes between team members, (vi) disputes between team members and their employers, (vii) claims relating to damage to persons or property relating in any way to your participation in the Event, and forever release and discharge the Released Parties from any and all liability with respect thereto. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to the Event Site or any other website involved in the Event, or any registration, judging or winner selection. YOU FURTHER AGREE THAT IN NO EVENT SHALL SPONSOR BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO PARTICIPATION IN THE EVENT OR THE USE OF ANY SPONSOR MATERIALS BY YOU OR ANYONE ELSE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16) MISCELLANEOUS TERMS

These Official Rules and agreement thereto will terminate on the earlier of (i) Sponsor determining, in its sole discretion, that the Event is complete, (ii) you determining, in your sole discretion, to cease participation in the Event (with written notice to or otherwise informing Sponsor in a reasonably verifiable manner), (iii) Sponsor providing you with oral or written notice of termination of these Official Rules, (iv) you violating or breaching any of these Official Rules, or (v) Sponsor refusing (with notice) to allow your continued participation in the Event or as a part of an Entry. Upon termination or expiration of the Official Rules, any right to use the Sponsor information or materials will immediately cease, and you must return to Sponsor, and destroy or delete all other copies of or notes on, the Sponsor information or materials (in any and all forms or media). Sections 1, 3, 8, 10, 12, 13, 15, 16, and 17 of these Official Rules will survive the termination or expiration of these Official Rules for any reason.

Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual or team who fails or failed to comply with any provision of these Official Rules, cheats, tampers with the operation of the Event, or otherwise acts in a disruptive or inappropriate manner.

Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules represent the entire agreement between you and Sponsor with respect to the Event, and supersedes all prior or contemporaneous communications in any form between you and Sponsor with respect to the Event. No joint venture, partnership, employment, alliance, or agency relationship exists between you and Sponsor as a result of these Official Rules or the Event. If any part or provision of these Official Rules is held by a court to be invalid, unenforceable, or contrary to law, that part shall be changed and interpreted so as to best accomplish the objectives of the original part to the fullest extent allowed by law, and the remaining parts of these Official Rules will remain in full force and effect. These Official Rules may not be assigned or transferred by you without the prior express written consent of Sponsor.

17) LAWS

The Event is governed by the laws of the Commonwealth of Virginia, without regard to the conflicts of law provisions. These Official Rules are and will be made in and will be construed and enforced solely in accordance with the laws of the Commonwealth of Virginia.