DELOITTE CHALLENGE

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

The Deloitte Challenge (the “Challenge”) is sponsored by Deloitte Services LP (“Sponsor”) and administered by MindSumo Inc. (“MindSumo”). Challenge participants agree to be bound by these Official Rules and the decisions of the Sponsor and the judges, which are binding and final on matters relating to this Challenge. The Challenge is subject to all applicable federal, state and local laws. Void where prohibited by law.

WHO MAY ENTER:
The Challenge is open only to students who are:
• Enrolled as freshmen or sophomores in a full time program at a university located in the United States that is permitted to participate on the MindSumo website and have an .edu email address;
• Agree to MindSumo.com’s Terms of Use;
• Legal residents of the fifty (50) United States and the District of Columbia; and
• Age 18 or older (if the age of majority in their jurisdiction is different than 18, they must be at least 18 and of the age of majority in their jurisdiction).

Current and former partners, principals or employees of Sponsor, other than summer associates, are not eligible to participate in the Challenge.

COMPETITION OBJECTIVE:
The objective of the Challenge is to answer the question: How will cutting-edge technology change the classroom? The Challenge will kick off on March 16 at 9:00 AM EST.

HOW TO PARTICIPATE:
Participants must register with Sponsor’s challenge at MindSumo located at www.mindsumo.com/contests/ (the “Website”) and submit the Deliverables (as defined below) requested on the Website by April 5, 2016 at 11:59 PM EST.

DELIVERABLES:
• Deliverables should include the following:
  • 1. Describe, in detail, at least one new or future technology that you believe can fundamentally change how high school and middle school students learn. What exciting new ways do you see these technologies fitting into the classroom?
  • 2. How can your proposed technology be used to inspire high school and middle school students to consider continuing their education after high school? Please include specifics. Images and illustrations are helpful!
  • 3. Finally, please rate your awareness of Deloitte on a 1 to 5 scale, with 1 being “no awareness” and 5 being “very aware.” If you have a 2-5 awareness, provide three to five words to describe your perception of Deloitte.
• Participants may submit their response to the challenge question in the Competition Objective section above in any of the following formats: a Word document, presentation, spreadsheet or other similar format. Supporting material including charts, images, etc. may also be submitted. Deliverables may not exceed five (5) slides or pages describing your solution.
• Failure to submit the Deliverables by the specified date herein will result in disqualification from the Challenge.

JUDGING:
Each participant’s Deliverables will be evaluated first by the “judges” and in their sole discretion will choose up to 5 Grand Prize winners and up to 5 First Prize winners based on the following criteria:

CRITERIA:
• Creativity = 1/3
• Relevance = 1/3
• Feasibility = 1/3

The judging panel consists of personnel of Sponsor or its affiliates and MindSumo employees (if needed) (the "judges").

WINNER NOTIFICATION:
Winners will be notified by MindSumo via email on or about April 15, 2016. The decision of the judges and Sponsor is final and binding on all matters.

PRIZES:
• Grand Prize winners (up to 5): US$150 each
• First Prize winners (up to 5): US$50 each

MindSumo will distribute the prize money through its accounting system upon execution of required forms by each individual, if required.

Prize awards are subject to verification of eligibility and compliance with these Official Rules. Prizes are awarded on “as is/where is basis” with no warranty or guarantee, either express or implied by the Sponsor. A winner may not substitute, assign or transfer his/her prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. Each winner is solely responsible for any and all federal, state and local taxes (including any income and withholding taxes) that may be imposed upon the prize money paid to him or her. Please be aware that federal/IRS regulations will require additional information from any international student that wins prize money in the Challenge. In some cases, an international student is not eligible to receive a monetary prize (dependent on visa type). If you are an international student, please take steps to ensure that money can be transferred to you.

CODE OF CONDUCT / HONOR CODE:
Professional behavior is expected. Each participant is required to maintain the highest standards of integrity throughout the Challenge. Any violation of the Official Rules or breaches of integrity will subject a participant to immediate disqualification.

ASSIGNMENT OF RIGHTS: Participant hereby acknowledges that Sponsor is the sole and exclusive owner, in perpetuity and throughout the universe, of all right, title and interest in and to the entry (including videos and photos) and all other materials of every kind whatsoever created by participant relating to the Challenge (collectively, the "Submissions") Submissions (defined below), including without limitation all copyrights in and to the Submissions (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto; and that Sponsor may exploit, modify, edit and publish the Submissions (and all rights therein) in any manner throughout the world without
restriction. The participant hereby irrevocably and exclusively assigns all copyright and other rights to the Submissions to Sponsor (or, if any applicable law prohibits or restricts such assignment, participant hereby grants to Sponsor an irrevocable, perpetual, royalty-free, transferable license of right, title and interest in and to such Work, throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised).

**SIMILAR IDEAS:** By submitting an entry, participant acknowledges and agrees that Sponsor may obtain many submissions under this Challenge and that such entries may be similar or identical in theme, idea, format or other respects to others submitted under this Challenge and/or other contests staged and/or sponsored by the Sponsor, and participant waives any and all claims participant may have had, may have, and/or may have in the future, that any composition, video and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her entry or comments. Participant acknowledges and agrees that the Sponsor does not have now, nor shall have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright rights and other rights to the Work that participant may have in and to participant’s entry or comments.

**GENERAL CONDITIONS:**
Released Parties (as defined below) are not responsible for any lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed or garbled entries or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or malfunctions of any kind whether human, mechanical, electronic, network typographical, printing or otherwise relating to or in connection with the Challenge, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Challenge, the processing or judging of entries, the announcement of the prizes or in any Challenge-related materials.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Challenge.

Released Parties are not responsible for injury or damage to participant’s or to any other person’s computer related to or resulting from participating in this Challenge or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Challenge or Website, as solely determined by Sponsor, will be disqualified.

Should any portion of the Challenge be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries or comments, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Challenge and select the potential winners from all eligible, non-suspect entries received prior to action taken.

Participants, by participating, agree that Deloitte LLP, Deloitte & Touche LLP, Deloitte Tax LLP, Deloitte Financial Advisory Services LLP, Deloitte Consulting LLP, Deloitte Services LP, Deloitte Touche Tohmatsu Limited (“DTTL”), and any and all DTTL associate and member firms, all of their respective past, present and future parent companies, subsidiaries, affiliates, divisions, related entities, joint venturers, subcontractors, agents, attorneys, insurers, benefit plans, fiduciaries, subrogees, co-insurers and reinsurers, all their
respective past, present and future officers, directors, employees, members, partners, principals, shareholders and owners, and all their respective heirs, executors, administrators, personal representatives, predecessors, successors, transferees and assigns (collectively, the “Released Parties”) will have no liability whatsoever for, and shall be held harmless by participants against, any liability for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Challenge.

Each winner, by acceptance of prize, except where legally prohibited, grants permission to Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes, in any manner, without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice or review or approval.

In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses by or on behalf of the Sponsor or any Released Party or recognized by the Sponsor or any Released Party.

**GOVERNING LAW/DISPUTES:**
By entering the Challenge, participants agree that (i) any and all disputes shall be governed by the laws of the State of New York, USA to the extent permitted by law; (ii) any legal action or proceeding relating to the Challenge shall be instituted in a state or federal court in New York, USA; (iii) they will submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such action or proceeding, to the extent permitted by law.

**WINNERS LIST:**
Winners’ names will be available on the Website on or about April 15, 2016.

**SPONSOR:** Deloitte Services, LP, 30 Rockefeller Plaza, New York, NY 10112.