

**The MITRE Corporation Embedded Capture the
Flag (“eCTF”) 2023 Participation Agreement (“Agreement”)**

1. **Host:** The MITRE Corporation, a non-profit research and development company located at 7515 Colshire Drive, McLean VA 22181, and its corporate subsidiaries and affiliates (collectively, the “Host”).
2. **Contest:** The Host is organizing a contest related to individuals and Teams (defined in Exhibit A, which is incorporated by reference herein) establishing an electronic network subject to certain security and operational requirements, and further testing and maintaining defenses of their and other Participant (defined below) networks (the “Contest”). The full technical explanation of the Contest rules and requirements are attached hereto as Exhibit A and incorporated by reference (the “Contest Rules”). The Host reserves the right in its sole discretion to change, eliminate, and/or modify the Contest Rules at any time without notice to the Participant. Participant agrees to follow all Contest Rules, and all Host instructions, directions, and other communications, at all times.
3. **Contest Period:** The Contest shall begin on or about January 18, 2023 and terminate on or about April 18, 2023 (the “Contest Period”). The Host reserves the right in its sole discretion to change, eliminate, and/or modify the Contest Period at any time without notice to the Participant.
4. **Participant Eligibility:**
 - a. Individuals wishing to participate in the Contest must meet all eligibility requirements in this Agreement and have registered pursuant to Section 5 below.
 - b. Individuals wishing to participate in the Contest who are eighteen years or older (“Adult Participant”) must execute this Agreement to participate.
 - c. Individuals who are (i) United States citizen thirteen years of age or older and younger than eighteen years of age as of the date of execution of this Agreement, calculated using United States Eastern Time (a “Minor Participant”), must execute this Agreement together with Minor Participant’s parent or guardian to participate.
 - d. Only after satisfaction of applicable requirements under Section 4.a and either Section 4.b or Section 4.c, as well as compliance with all terms of this Agreement, is an individual eligible to participate in the Contest and qualifies as a “Participant” under this Agreement.
 - e. No individual under the age of thirteen is eligible to participate in the Contest or eligible for the benefits or a Prize under this Agreement or otherwise.
 - f. Only students enrolled full-time or part-time in an academic institution are eligible to participate in the Contest.
 - g. The signature of the Minor Participant’s parent or guardian qualifies as acceptance of all terms and conditions of this Agreement on behalf of both the Minor Participant and the Minor Participant’s parent or guardian. The Minor Participant’s parent or guardian’s signature qualifies as the same individual’s agreement to remain responsible for the Minor Participant’s conduct, behavior, acts, and omissions, and consequences thereof, related to the Minor Participant’s participation in the Contest.
 - h. Further, by the Minor Participant’s parent or guardian’s signing this Agreement, the Minor Participant’s parent or guardian’s signature qualifies as approval of and ratification of each and every instance of the corresponding Minor Participant’s action or participation (or lack of action or participation) as if the Minor Participant were an Adult Participant. The Minor Participant’s parent or guardian executing this Agreement hereby waives on behalf of the Minor Participant and the parent or guardian any defense of or

objection to the Minor Participant's incapacity to comply with this Agreement, including the Contest Rules, by virtue of the Minor Participant's age.

- i. Eligibility to participate in the Contest is open to individuals who are residents of the United States, its territories, and the District of Columbia, and worldwide, except for citizens of, or individuals located in, Quebec, Russia, Crimea, Cuba, Iran, Syria, North Korea, and Sudan.
- j. Individuals identified as Specially Designated Nationals ("SDN") maintained by the United States Department of Treasury, or any similar list maintained by a United States or foreign government agency, prohibited for any export controls and sanctions programs are ineligible to participate in the Contest.

5. Entry, Registration, and Additional Eligibility:

- a. Faculty Advisors (defined in Exhibit A) must register a Team (defined in Exhibit A) at <https://ectf.mitre.org/> and complete all fields requested or required by Host. The Host will send to individual Team members a registration form. All individuals on a Team must complete all fields requested or required by Host (the "Registration").
- b. No purchase necessary to enter or win the Contest.
- c. All United States or other applicable federal, state and local laws and regulations apply at all times.
- d. The Host reserves the right and sole discretion to verify individual's eligibility disqualify any individual from participating in the Contest at any time, without recourse to the individual.
- e. Participation in the Contest constitutes the individual registrant's full and unconditional agreement to and acceptance of the terms of this Agreement.
- f. The Host in its sole discretion may deem registrations that are incomplete, damaged, irregular, altered, counterfeit, produced in error, forged or obtained through fraud or theft as void.
- g. Individuals are limited to one entry, subject to compliance with all eligibility requirements and compliance with terms of this Agreement.
- h. Subject to the Contest Rules, Participants may work in groups, called Teams, and must designate a designated individual as "Team Captain." The Team Captain shall be the primary point of contact between the Team and the Host. The Host may communicate with other Team members. See Exhibit A, incorporated by reference, Section A for more information.

6. Prizes:

- a. A "Prize" is financial payment transferred to a Participant who meets certain eligibility requirements, identified in more detail in the Contest Rules, Exhibit A, which is incorporated by reference herein.
- b. Prizes will be distributed in the amounts as described in further detail in the Contest Rules.
- c. Only United States citizens are eligible to receive a Prize.
- d. Only Participants are eligible for Prizes. Faculty Advisors (defined in Exhibit A) are not eligible for Prizes.
- e. Distribution of any funds as Prizes will be awarded solely to (i) the individual Participant; (ii) if the eligible awardee is a Team, to the Team Captain; or (iii) in the case of a condition where Host transfers a Prize to the Participant's academic institution, the academic institution that the Participant/Team identified at the time of Registration.
- f. In the event disbursement of a Prize is to a Team Captain or academic institution, it is the sole responsibility of the recipient of the funds to distribute any potential winnings to individuals or Team Members. At the time the Host distributes funds to a Team Captain

or academic institution, the Host no longer shall be responsible for distribution or use of the funds. Recipient is solely responsible for all applicable taxes, levies, or fees associated with receiving a Prize. Prizes may be subject to terms, restrictions, and conditions imposed by Host. Further, all Prize winners will need to provide all requested personal (and if applicable, school or university) information to prove residence eligibility.

- g. Individuals must comply with all eligibility requirements and terms and conditions of this Agreement to be eligible to receive and/or retain a Prize.

7. Privacy and Data Use Authorization:

- a. If an individual communicates with the Host related to the Contest, the Host will collect personal and other data that the individual transfers to the Host or its representatives, agents, and contractors (the “Transferred Data”). The Transferred Data may include, but is not limited to, names, photo and/or likeness, biographical information, resumes, affiliation with academic institution, write-ups, code, any provided or recorded/streamed video entry, personal data, and statements attributed to Participant (if true). The Host will maintain the Transferred Data in accordance with its privacy policy, located at <https://ectf.mitre.org/privacy> (the “Privacy Policy”). The Privacy Policy is subject to change without notice.
- b. Notwithstanding anything in this Agreement, Participant authorizes the Host, and Host’s affiliates and subsidiaries, to use the Transferred Data for advertising and promotional purposes, including without limitation, inclusion in the Host’s, and Host subsidiary’s and affiliate’s, publications, newsletters, websites, partnerships with third parties, and social media accounts or outlets, in any case with without additional compensation to the Participant.
- c. Notwithstanding anything in this Agreement, the Participant agrees that Host retains sole and full discretion to, and authorizes Host to, release in any form the Transferred Data, or any information that a Participant provides to Host, to the public or to the Host’s affiliates, subsidiaries, contractors, sponsors, or the contractors or sponsors of Host’s affiliates and subsidiaries. Participant waives any and all rights or prior review of any release of the Transferred Data.
- d. Third party transferees (*i.e.*, parties other than Host’s subsidiaries and affiliates) of information a Participant provides to Host may maintain their respective privacy policies. Participant acknowledges and agrees that the Host and Host’s subsidiaries and affiliates are not responsible for the third party’s/ies’ compliance with their respective privacy policies, or the terms, conditions, or location of the third-party’s/ies’ privacy policies. Links to the third-party privacy policies are available at <https://ectf.mitre.org/privacy>, although the location of third-party privacy policies may change. Participant agrees it is Participant’s responsibility to engage directly with the applicable third parties with respect to any third-party privacy policies.

8. Intellectual Property:

- a. Other than as set forth herein, the Contest Rules, or in other Contest-related documentation, Host makes no claim to ownership of Participant’s intellectual property (“Participant IP”) contained therein.
- b. Participant hereby grants to Host the right to review any materials Participant transfers to Host in participation of the Contest prior to Host’s acceptance of the same information.
- c. Participant agrees that by transferring information to Host related to the Contest (before, during, or after the Contest Period), Participant grants to Host an irrevocable, perpetual,

non-exclusive, worldwide, royalty free, paid-up, right to use and license (and sublicense) (hereinafter the “Participant’s License”) the same information.

- d. Participant agrees that nothing in this Agreement or Contest grants Participant a right or license to use in any way Host’s intellectual property, name, logos, image, or likeness without Host’s express written consent.

9. Warranty: Participant represents and warrants that,

- a. All information Participant submits and transfers to Host at all times is true, accurate, and complete;
- b. Participant has the right, ownership or control, and authority to submit the entry and information to Host;
- c. Participant has not and does not misappropriate, violate, or otherwise infringe third-party intellectual property rights, rights in technical data, rights of privacy, publicity, or other intellectual property or other rights of any person or entity;
- d. Information Participant uses related to the Contest, including information Participant transfers to Host, does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; and
- e. Participant has not violated and is not in violation of any applicable law, statute, ordinance, rule, or regulation, including, without limitation, United States export laws and regulations, including, but not limited to, the International Traffic in Arms Regulations and the Department of Commerce Export Regulations.

10. Limitation of Liability & Disclaimer of Warranties.

- a. Participant releases Host from any liability associated with:
 - i. Any malfunction or other lack of functionality related to the Contest site or the Contest infrastructure;
 - ii. Any error in the collection, processing, transferring, or retaining of information that Participant transfers to Host;
 - iii. Any third party’s use or misuse of Transferred Data, or any information Participant transfers to Host, which Host transfers to a third party; and/or
 - iv. Any typographical or other error in the printing, offering or announcement of any Prize, winners, or information related to the Contest.
- b. PARTICIPANT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL HOST OR THE HOST’S SUBSIDIARIES OR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AND AGENTS, BE RESPONSIBLE FOR OR LIABLE TO PARTICIPANT FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPANT’S PARTICIPATION IN THE CONTEST OR FOR ANY ACTION OR OMISSION MADE IN CONNECTION WITH THE CONTEST.
- c. WITHOUT LIMITING THE FOREGOING, EVERYTHING IN THIS AGREEMENT AND THIS CONTEST, INCLUDING THE PRIZES AWARDED, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. Disclaimer. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL HOST BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

12. Indemnity:

- a. You agree to release, indemnify, defend and hold Host and its parents, affiliates, subsidiaries, directors, officers, employees, contractors, sponsors and agents, and contractors or agents of Host's affiliates and subsidiaries, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, harmless from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest or acceptance or use of a Prize or parts thereof, including without limitation (i) any condition caused by events beyond Host's control that may cause the Contest to be disrupted or corrupted; (ii) any claim that an entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the Contest, Prize, or acceptance, possession, or use of the Prize, or from participation in the Contest; (v) any printing or typographical errors in any materials associated with the Contest; (vi) technical errors that may impair your ability to participate in the Contest; or (vii) errors in the administration of the Contest.
- b. To the maximum extent permitted by law, each Participant indemnifies and agrees to keep indemnified Host and Host's subsidiaries and affiliates, and their respective representatives, agents, and contractors, at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant or Participant's representative or agent and/or a breach of any warranty set forth herein.
- c. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the Host and Host's subsidiaries and affiliates, and their respective representatives, agents, and contractors, from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs) arising out of or accruing from (a) any code or other material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Contest; (c) any non-compliance by the Participant with this Agreement; (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to the Participant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any Prize or participation in any Contest-related activity or participation in this Contest.

13. Governing Law and Choice of Venue. This Contest is governed by the laws of the Commonwealth of Virginia without regard to the conflict of laws provision. Participant agrees that any claims or disputes shall be brought in a court of competent jurisdiction in the Circuit

Court for Fairfax County, Virginia, or the Eastern District of Virginia (Alexandria Division). Participant hereby irrevocably waives, to the fullest extent permitted by law, any defense of an inconvenient forum to the maintenance of a claim, action, or proceeding in the Circuit Court for Fairfax County, Virginia, or the Eastern District of Virginia (Alexandria Division).

14. Right to Cancel: If for any reason in the sole discretion of Host the Contest is not capable of taking place (or is not taking place) as provided in the Contest Rules, including, but not limited to tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Host reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Host further reserves the right to disqualify any Participant or individual who interferes in any way with the submission process or Contest, cheats, deceives, abuses, annoys, threatens any other Participants, individuals, or judges, or otherwise violates any law or behaves in an unfit manner as determined by Host.

15. Miscellaneous:

- a. Void where prohibited.
- b. The Contest is offered by Host, which is not responsible for (i) late, lost, damaged, incomplete, or misdirected entry information, responses, third-party information, or other correspondence in any form; (ii) theft, destruction, unauthorized access to or alterations of entry information; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.
- c. Host reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part without liability to any Participants.
- d. Host reserves the right to disqualify any Participant, as determined by Host, in its sole discretion. Host's failure to enforce any term of these Terms shall not constitute a waiver of that right.
- e. Participant's violation of any term of this Agreement, including the Contest Rules in Exhibit A, attached hereto and incorporated by reference, shall disqualify Participant from eligibility.
- f. Participant agrees that the Host retains sole and final discretion in an individual's eligibility to participate.
- g. Participant agrees that Participant and Host are independent contractors of each other. Participant further agrees that this Agreement does not in any way establish a partnership, employment relationship, joint venture, or principal and agent relationship between the Participant and Host.
- h. No failure of Host to exercise, and no delay by Host in exercising any right, shall operate as a waiver of that right. Host's waiver of any right must be specific and in writing.
- i. In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions shall not be affected. Further, Participant agrees that such provision shall be deemed amended consistent with the intent of this Agreement and only to the extent necessary to make the provision enforceable according to applicable law, and the Provision shall be enforced as amended.

Read, understood, and agreed to by:

Name of Participant:

Signature:

Date:

For Participants under the age of 18 years:

I hereby confirm that I am the parent or guardian of the Minor Participant (defined above). I have fully informed myself of the contents of this Agreement and provide my parental consent for my Minor Participant (defined above) to participate in the Contest and comply with all terms of this Agreement. I warrant that I possess all the rights, powers, and privileges of a parent or legal guardian necessary to execute this document with binding legal effect.

I agree that my signature as parent or guardian qualifies as acceptance of all terms and conditions of this Agreement on behalf of both the Minor Participant and me. I agree to remain responsible for my Minor Participant's conduct, behavior, acts, and omissions, and consequences thereof, related to the Minor Participant's participation in the Contest. Further, I agree that my signature qualifies as approval of and ratification of each and every instance of my Minor Participant's action or participation (or lack of action or participation). I hereby waive any defense of or objection to the Minor Participant's incapacity to comply with this Agreement, including the Contest Rules, by virtue of the Minor Participant's age.

I hereby voluntarily release, forever discharge Host, its affiliates and subsidiaries, its officers, directors, employees, volunteers and agents from any and all claims, demands, or causes of action, which are connected with my Minor Participant's participation in the program or the use of the equipment and facilities. I agree to pay for any and all medical expenses incurred and give permission to the doctor or health care professional to provide medical care if necessary.

Parent/Guardian Name:

Parent/Guardian Signature:

Emergency Contact 1 Name, Phone, Email:

Emergency Contact 2 Name, Phone, Email:

Exhibit A Contest Rules

1. **Participants and Teams:** Participants may participate in the Contest either individually or in a group of Participants (a group of Participants participating together referred to as a “Team”; a Participant participating individually also qualifies as a Team). Participants participating individually or in Teams must complete a Team registration form that the Host will make available to all Participants. Each Team, including individual Participants, must identify and associate with faculty advisor (a “Faculty Advisor”), who shall be a teacher or professor professionally affiliated with the academic institution in which the individual Participant or, in the case of a Team, at least one Participant on a Team, is enrolled as a student. Each Team also must identify a designated representative with which the Host will communicate, known as the Team Captain. Individual Participants also will qualify as the Team Captain for his/her/their Team. The Host may communicate with other Team members or Faculty Advisors. Every Participant on the Team must complete the Team registration form and join the team Slack channel that the Host makes available to Participants. All Contest communications will take place on the Contest Slack channel. Participants remain responsible at all times for joining and monitoring the Contest Slack channel for Host and Contest communications.

2. **Contest Period and Phases:** The Contest begins at 17:00:00 UTC on January 18, 2023, and ends at 17:00:00 UTC on April 19, 2023 (“Contest Period”). PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION. This Contest consists of two Phases:

- a. **Phase 1:** Participants must design and build a secure electronic environment that meets certain requirements that the Host will provide to each Participant on or before January 18, 2023 (the “Design Phase”). Participants that complete the Design Phase can proceed to Phase 2.
The Design Phase will consist of a challenge where Participants are tasked with designing and building a secure embedded system according to functional and security requirements that are announced at the beginning of the Contest. To complete the Design Phase, Participant’s system must meet the functional requirements and should make a non-trivial attempt to meet the security requirements. Points may be earned in the Design Phase: (1) by completing timed Design Phase challenges announced at the beginning of the Contest; and (2) by identifying and fixing bugs in the reference design provided by Host. Host reserves the right to determine whether Participant has sufficiently met the requirements to earn points or complete the Design Phase.
- b. **Phase 2:** Participants must simultaneously (i) electronically “attack,” i.e., use electronic, physical, or software means to extract sensitive information from other Participant’s design(s) or to otherwise cause the design to behave in a manner violating the security requirements, and obtain information electronically concealed in another Participant’s environment (a “Flag” or “Electronic Flag”); and (ii) defend the Participant’s established electronic environment from other Participants’ similar electronic “attacks.” (the “Attack Phase”).

The Attack Phase begins once the first Participant completes the Design Phase, but no sooner than 17:00:00 UTC on March 1, 2023. During the Attack Phase, Participants will be given the designs of other Participants as they enter the Attack Phase.

Points may be earned in the Attack Phase:

- i. By attacking the designs of other Participants and successfully compromising security requirements in the form of flags embedded in the system;
 - ii. By accruing points through time spent in the Attack Phase without any other Participant capturing the flags on their design; and
 - iii. By completing other challenges that the Host announces at the beginning of the Contest.
3. **Points:** A Participant or a Team must explain to Host how the Participants or Teams obtained a Flag via the Host-identified Slack workspace. Host in its sole discretion as judge of the Contest retains the right to attribute or revoke points for any reason, including, but not limited to, absent or insufficient explanations. On April 26, 2023, the Host will announce the Participant's entitled to Prizes (defined below) based on satisfaction of certain criteria in participating in the Contest.
4. **Award Ceremony:** Near the end of the Attack Phase, the Host will invite certain Participants to present at the award ceremony, which is scheduled to take place on or about April 26, 2023. The exact number of Teams invited is at the discretion of Host. In the event that the award ceremony has an in-person component, some invited Participants in Host's sole discretion may be awarded scholarships to subsidize travel to the event based on a combination of performance and need. At the Award Ceremony, the final scores and prizes will be revealed. Attendance in the Award Ceremony will be subject to separate terms and conditions.
5. **Prizes:** Host will award Prizes in the amounts identified below. Only United States citizens are eligible to receive a Prize. Host retains sole and final discretion to award Prizes. Prizes are in United States Dollars.
 - a. **First Prize:** Awarded to either the individual Participant or the Team with the aggregate greatest number of points that Host awards in its sole discretion during the Contest Period. First Prize is a total amount of \$2,000.
 - b. **Second Prize:** Awarded to either the individual Participant or the Team with the aggregate second greatest number of points that Host awards in its sole discretion during the Contest Period. Second Prize is a total amount of \$1,000.
 - c. **Third Prize:** Awarded to either the individual Participant or Team with the aggregate third greatest number of points that Host awards in its sole discretion during the Contest Period. Third Prize is a total amount of \$500.
 - d. **Additional Prizes:** Host may award additional prizes to Teams or individual Participants for meritorious behavior over the course of the Contest, as determined by Host in its sole discretion. The Host may issue up to three separate Additional Prizes, each in the amount of \$500. The Host may announce additional Prize amounts during the Contest or at the award ceremony.