

Intel® Corporation

INSPIRE•EMPOWER CHALLENGE

OFFICIAL RULES

1. CHALLENGE OVERVIEW AND TERMS

Welcome to Intel's INSPIRE•EMPOWER Challenge (the "Challenge"), a solution design challenge open to all individuals, developers and organizations worldwide ("Participants") and sponsored and administered by Intel® Corporation ("Intel"). The Challenge is for the creation of an innovative solution addressing one of four global issues, education, healthcare, economic development and the environment, for evaluation and judging. Interested Participants may register at www.intelchallenge.com ("Challenge Website"). Participants will have the opportunity to win one (1) of four (4) Prizes of one hundred thousand US dollars (US\$100,000) each, for each of the four (4) global issue Categories, to be used towards the funding of their winning Eligible Submission. The Challenge commences on August 19, 2008 (9:15 A.M. PST) and continues to April 7, 2009 (11:59:50 PM PST) (the "Challenge Term"). Winners will be announced on April 8, 2009.

The Challenge is open individuals, organizations, and developers worldwide as well as to members of the general public. The following individuals are not eligible to enter or win: officers, directors, and employees of Intel, its subsidiaries and affiliated companies, contractors, mobile marketing/advertising and/or promotion agencies and other individuals or entities involved in the administration, development, fulfillment and execution of this Challenge, and their immediate family members (spouse, parent, child, and/or sibling and the household members of each). The Challenge is void where prohibited by law.

By entering, each Participant grants to Intel (including its affiliates, employees, agents, and contractors), any testing partners, and the Challenge Judges an irrevocable, royalty free, fully paid up, worldwide license to use, review, assess, test and otherwise analyze the submitted solution and all its content (a "Submission") in connection with this Challenge. Participants shall not receive any compensation or credit for use of Submissions.

The rules, terms and conditions relating to the Challenge are comprised of these Official Rules (the "Rules") and the official Challenge communications by Intel and both shall govern and apply to all participation and activity arising out of and relating to the Challenge. By your participation you agree to all such rules, terms and conditions of the Challenge. These Rules cannot be modified or superseded except by Intel, in its sole discretion, in a written revision to these Rules posted on the Challenge Website (www.intelchallenge.com) and, at Intel's sole discretion, other potential official Challenge communication methods.

2. PARTICIPATION IN THE CHALLENGE

A. CHALLENGE ENTRY BY REGISTRATION. To enter the Challenge, complete as directed the registration form online at the Challenge Website (www.intelchallenge.com). ALL RESPONSES MUST BE IN ENGLISH. Registrations must be submitted no later than February 17, 2009 11:59 a.m. (noon) PST. Completion and submission of the Challenge registration form by the individual, developer, or authorized representative of the participating organization on the Challenge Website (including all information designated in the Challenge Website as mandatory) and receipt of an official Challenge registration confirmation e-mail, constitutes entry into the Challenge (each registering party is a “Participant”) and consent to and agreement with the Rules, terms and conditions of the Challenge.

B. ELIGIBLE SUBMISSIONS. In order to be eligible to win, Participant’s Challenge Submission must be an executive summary of the solution and/or business proposal that meet all of the Challenge solution requirements as specified in section D of these “Official Rules” and must not be commercially released prior to August 19, 2008 (each Submission meeting these requirements is an “Eligible Submission “). A Participant may make up to two (2) Submissions, provided that each Submission is materially different and distinct from Participant’s other Submissions, as determined in Intel’s sole discretion. Intel reserves the right to disqualify any Submission at any time, including at the time of judging, for failure to meet all Challenge solution requirements. Only Eligible Submissions are qualified to win. All Challenge Submissions must be received by Intel online at (www.intelchallenge.com) no later than February 17, 2009 (11:59am noon PST).

C. JUDGING. All Eligible Submissions for the Challenge will be screened by a panel of judges (“Challenge Judges”), who will score each Eligible Submission based upon a set of pre-determined judging criteria. The list of Challenge Judges will be posted to the Challenge Website (www.intelchallenge.com). A Prize winner for each category will be selected by the Challenge Judges based on their Eligible Submissions. The Participant or any subsidiaries of the Participant winning a Prize in one category will not eligible to win the Prize in another category. All decisions of the Challenge Judges are made at the judges’ sole discretion and are final in all matters relating to this Challenge.

D. SOLUTION CATEGORIES AND JUDGING CRITERIA

Challenge Eligible Submissions will propose solutions in one of four categories:

1. Education
2. Healthcare
3. Economic Development
4. Environment

Challenge Eligible Submissions solutions will be judged based on the following criteria:

- Sustainability – self sustaining within two (2) years
- Innovativeness
- Ability to scale with volume adoption
- Use of Intel-based technology
- Compliance with Challenge category-specific requirements as follows:
 1. Education
 - Encourages localized content and localized content development

- Increases access to education and education content
 - Mature market solution:
 - Integration of solution with current education infrastructure
 - Solution with minimal governmental and educational policy obstruction
 - Emerging market solution:
 - Cost of solution
 - Robustness when operating in communication-challenged environments
 - Efficiency and robustness when operating in energy-challenged environments
2. Healthcare
- Increases and simplifies access to healthcare
 - Mature market solution:
 - Cost of solution
 - Effectiveness of solution
 - Emerging market solution:
 - Volume of solution recipients
 - Reach in addressing basic healthcare needs
 - Robustness when operating in communication-challenged environments
 - Efficiency and robustness when operating in energy-challenged environments
3. Economic development
- Increases job creation
 - Increases number of people enabled
 - Mature market solution:
 - Energy efficiency of solution
 - Emerging market solution:
 - Access to global opportunities
 - Robustness when operating in communication-challenged environments
 - Efficiency and robustness when operating in energy-challenged environments
4. Environment
- Ability to reduce energy inefficiencies in traditional designs and behaviors

E. CHALLENGE PRIZES.

(i). The Prizes for the Challenge will be one (1) prize of one hundred thousand US dollars (US\$100,000) per winning Eligible Submission in each of the four (4) Categories specified in section D of these “Official Rules”, to be used solely towards Participant’s implementation of winning Eligible Submission.

(ii). Three (3) of the Prizes will be awarded to the winning Eligible Submissions from Participants of the general public, individuals, developers or organizations. Intel, at its sole discretion, reserves the right to follow up with the winning Participants in implementation of

winning Eligible Submission based on milestones determined in the winning Eligible Submission, or at any time deemed necessary.

(iii). One (1) of the Prizes will be awarded to the winning Eligible Submission from Participant of a NetHope member organization. Intel, at its sole discretion, reserves the right to follow up with the winning Participants in implementation of winning Eligible Submission based on milestones determined in the winning Eligible Submission, or at any time deemed necessary.

(iv). Category distinction for Prize awarding as specified in sections E(ii) and E(iii) is not predetermined and is based upon Eligible Submissions meeting Judging Criteria as specified in section D and is left to Challenge Judges' sole discretion.

(v). Prize winners will be notified based on contact information supplied by Participants, the accuracy of which information is the responsibility of the Participants. In the event a Participant cannot be contacted as determined in the sole discretion of Intel, or a winner rejects a Prize, an alternative winner will be identified. Challenge Prizes will be disbursed as mutually agreed between Intel and the prize winners.

(vi). Any costs or expenses not explicitly stated in these Rules as Intel's responsibility are the sole responsibility of the Participants/winners, including costs and expenses related to development of Submissions.

3. GENERAL TERMS AND CONDITIONS.

A. Entries; Verification/Audit; Participant Cooperation. All activity arising out of and relating to the Challenge is subject to verification and/or auditing for compliance with the Rules, terms and conditions of the Challenge and Participants agree to reasonably cooperate with Intel concerning verification and/or auditing. In the event that Challenge verification activity or an audit evidences non-compliance with the Rules or official Challenge communications, as determined in Intel's sole discretion, a Participant's continuing participation in any aspect of the Challenge may be suspended or terminated. No responsibility is assumed by Intel for information not received from Participants or inaccurate information.

B. Rules Amendment and Interpretation. The Challenge and its continuing terms and conditions, benefits and participation are offered to Participants at the sole discretion of Intel and its affiliated companies. Intel reserves the right to amend or interpret the Rules or official Challenge communications and any element or elements arising under or relating to the Challenge at any time, upon published notice to Participants on the Challenge Website (www.intelchallenge.com) and, at Intel's sole discretion. A Participant shall be deemed to have notice of any such amendments or interpretations upon publication of the same on the Challenge Website and shall be deemed to have accepted such amendments or interpretations by virtue of a Participant's continuing participation in the Challenge. Should a Participant not wish to continue to participate in the Challenge pursuant to the Challenge Rules, as amended or interpreted, a Participant may terminate participation in the Challenge upon written notice to Intel.

C. Warranties / Disclaimers. INTEL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE). INTEL WILL NOT BE LIABLE, AND IS NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO A PARTICIPANT'S PARTICIPATION OR

INABILITY TO PARTICIPATE IN THE CHALLENGE, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. INTEL RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO SUSPEND OR CANCEL THE CHALLENGE AT ANY TIME FOR ANY REASON.

D. Indemnification. Participants agree to release, defend, indemnify and hold harmless Intel, its parents, subsidiaries, and affiliated companies, and agencies, and each of their respective officers, directors, employees and agents (collectively “indemnities”), from and against, and accept all responsibility of any kind, including but not limited to financial, for any liability, claims, losses, damages or proceedings (including reasonable attorneys' fees) relating to any actions taken by a Participant. Participant also agrees to release, defend, indemnify and hold harmless the indemnities from any and all liability, claims, losses, damages or proceedings, any other matter in connection with a Participant's participation in the Challenge.

E. Participants Challenge Consent and Releases. Winners will be notified based on contact information submitted by Participants. As a condition to participation in the Challenge and receipt and acceptance of a Prize, a Participant may, in Intel's sole discretion, be required to complete, sign and return a Promotional Materials Release (“PMR”) or other similar form. A PMR will include consent by winner for Intel and those acting under its control to use a winner's name, and pictures and description of winner’s winning Eligible Submission, worldwide, for the purposes of advertising, promotion and publicity without further compensation. Permission is specifically granted for Intel to promote the winning Eligible Submission in perpetuity in any medium it may see fit including, but not limited to, website, television, radio and/or printed materials. Additionally, winners will be required to sign an affidavit representing and warranting that their winning Eligible Submission is wholly original and unique, or alternatively that Participant has license or rights to implement the winning Eligible Submission as proposed.

F. Tax Consequences. Participation and receipt of benefits from the Challenge may have tax consequences in certain instances. Should there be any tax liability for participation in the Challenge or the receipt of a Prize, or costs or expenses relating to participation in the Challenge or for any other reason, such taxes and/or expenses are the sole responsibility of the Participant.