

Amazon ML Challenge Terms and Conditions (the “T&Cs”)

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- Hackathon Name: Amazon ML Challenge (the “**Hackathon**”)
- Hackathon Website: (the “**Hackathon Website**”)

1. **HOST & SPONSOR**

- (i) Host (the “**Host**”): **Amazon Development Center (India) Private Limited.**
- (ii) The Host is the sponsor and administrator of the Hackathon. In addition, the Host is responsible for the rules, administration, and operation of the Hackathon. The Hackathon is a virtual event and all information relating to the Hackathon is provided on the Hackathon Website.

2. **DATES AND TIMING**

- (i) Dataset: Dataset refers to the data available from the competition website for the purpose of use in the Amazon ML Challenge 2021. It consists of both train, public and private test sets. Split between public/private test set will not be made available to participants.
- (ii) Hackathon Period (Downloading Dataset, Problem Statement and submitting solution): July 30 2021 to August 1 2021 (the “**Hackathon Period**”)
- (iii) Hackathon Finale Presentation: 4 August 2021
- (iv) Winners Announced: On or before 6 August 2021.

3. **ELIGIBILITY**

A. The Hackathon is open to:

- (i) Individuals who are, as at the start of the Hackathon Period through to the end of the Hackathon Finale Presentation (ii) at least the age of majority in India; (ii) are enrolled in any major at full-time under-graduate or full-time post-graduate or full-time doctorate program in engineering colleges in India; (iii) are expected to graduate in 2022 or 2023 ; (iv) are not working as a professional on a part-time or full-time basis; and (v) have the skills to work on the dataset and arrive at a solution (“**Eligible Individuals**”).
- (ii) Minimum three (3) and maximum four (4) Eligible Individuals may join together to form a team (“**Team**”). Students from different universities can be part of the same Team.
- (iii) An Eligible Individual may not join more than one Team and an Eligible Individual who is part of a Team may not enter the Hackathon on an individual basis.
- (iv) If a Team is entering the Hackathon, they must appoint and authorize one individual (the “**Team Leader**”) to represent and act, on their behalf. The Team Leader and each Team member who participates in the Hackathon must meet the eligibility requirements above. By entering an Initial Submission on the Hackathon Website on behalf of a Team you represent and warrant that you are the Team Leader authorized to act on behalf of your Team.
- (v) Eligible Individuals and Teams that download the dataset and work on the dataset to build solutions are hereinafter referred to as “**Entrants**”.

B. The Hackathon IS NOT open to:

- (i) Individuals who are residents of, or domiciled in any country, state, province or territory where the local law prohibits participating or receiving a prize in the Hackathon.

- (ii) Individuals who are not currently enrolled in any major at under-graduate or post-graduate or doctorate level
- (iii) Organizations (including but not limited to the Host and any of its affiliates) involved with the design, production, paid promotion, execution, or distribution of the Hackathon.
- (iv) Employees, representatives of such organizations, and all members of their immediate family or household*.
- (v) Any other individual involved with the design, production, promotion, execution, or distribution of the Hackathon, and each member of their immediate family or household*.
- (vi) Any Judge (defined below), or company or individual that employs a Judge.
- (vii) Any other individual or organization whose participation in the Hackathon would create, in the sole discretion of the Host, a real or apparent conflict of interest.

*The members of an individual's immediate family include the individual's spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings. The members of an individual's household include any other person that shares the same residence as the individual for at least three (3) months out of the year.

4. TERMS FOR USING THE 'DATASET'

"By accessing the product dataset ("Dataset"), you agree that the Dataset is an Amazon Service subject to the [Amazon.in](https://www.amazon.in/gp/help/customer/display.html/ref=help_search_1-10?ie=UTF8&nodeId=GLSBYFE9MGKKQXXM&qid=1618188423&sr=1-10) Conditions of Use and Sale (https://www.amazon.in/gp/help/customer/display.html/ref=help_search_1-10?ie=UTF8&nodeId=GLSBYFE9MGKKQXXM&qid=1618188423&sr=1-10) and you agree to be bound by them, with the following additional conditions: In addition to the license rights granted under the Conditions of Use, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Dataset for purposes of academic research in the context of machine learning hackathon at Amazon ML Challenge 2021. You may not resell, republish, or make any commercial use of the Dataset, including use of the Dataset for commercial research, such as research related to a funding or consultancy contract, internship, or other relationship in which the results are provided for a fee or delivered to a for-profit organization. You must delete the Dataset at the conclusion of the hackathon event or upon Amazon's request and may not store them on any system or data carrier. If you violate any of the foregoing conditions, your license to access and use the Dataset will automatically terminate without prejudice to any of the other rights or remedies Amazon may have."

5. SUBMISSION CODE REQUIREMENTS

A. To enter the competition, you must register on the competition website prior to the entry deadline, and follow the instructions for developing and entering your Submission through the competition website. Your Submissions must be made in the manner and format, and in compliance with all other requirements, stated on the competition website (the "Requirements"). Submissions must be received before any submission deadlines stated on the competition website. Submissions not received by the stated deadlines will not be eligible for finale.

B. Submissions may not use or incorporate information from hand labelling or human prediction of the validation dataset or test data records.

C. Submissions are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. Amazon reserves the right to disqualify any entrant who does not follow these rules, including making a submission that does not meet the requirements.

D. Private Code Sharing. Unless otherwise specifically permitted under the Competition Website or Competition Specific Rules above, during the Competition Period, you are not allowed to privately share source or executable code developed in connection with or based upon the Competition Data or other source or executable code relevant to the Competition ("Competition Code"). This prohibition includes sharing Competition Code between separate Teams, unless a Team merger

occurs. Any such sharing of Competition Code is a breach of these Competition Rules and may result in disqualification.

E. Public Code Sharing. You are permitted to publicly share Competition Code, provided that such public sharing does not violate the intellectual property rights of any third party.

F. Use of Open Source. Unless otherwise stated in the Specific Competition Rules above, if open source code is used in the model to generate the Submission, then you must only use open source code licensed under an Open Source Initiative-approved license (see www.opensource.org) that in no event limits commercial use of such code or model containing or depending on such code.

G. Each Submission will be scored and ranked by the evaluation metric stated on the competition website. During the competition period, the current ranking will be visible on public leaderboard. The teams for finale presentation are determined solely by the leaderboard ranking on the private leaderboard, subject to compliance with these Rules. The public leaderboard will be based on the public test set and the private leaderboard will be based on the private test set.

H. In the event of a tie, the submission that was entered first to the competition will be the winner. In the event a potential winner is disqualified for any reason, the submission that received the next highest score rank will be chosen as the potential winner.

I. Participating teams entering the finale will be required to submit their code as directed by the Host. By sharing the code, you are deemed to have licensed the shared code under an Open Source Initiative-approved license (see www.opensource.org) that in no event limits commercial use of such Competition Code or model containing or depending on such competition code.

6. SELECTION OF PARTICIPANTS FOR THE HACKATHON FINALE PRESENTATION

- (i) On the Hackathon Selection Date, the Host will select up to 10 teams (the precise number to be determined at the Host's sole discretion) to proceed to participate in the Hackathon during the Hackathon Finale Presentation (each a "**Participant**").
- (ii) All Participants will be selected on the basis of originality; the real-world impact; feasibility to be an actual product; and, the presentation of the Project Idea.

A. Language Requirements

All materials submitted in connection with the Hackathon must be in English or, if not in English, the Entrant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted.

7. SUBMISSION RIGHTS

A. Entrant Rights: All intellectual property rights to a Submission will remain with the Host.

B. Host Rights: By entering the Hackathon, you grant to the Host, each of their parent companies, subsidiaries and affiliates, and any other third parties acting on behalf of any of the foregoing, and the successors, licensees and irrevocably assigns of each of the foregoing (all of the foregoing, collectively, the "**Contest Entities**"), a royalty-free, non-exclusive, worldwide perpetual right and license to display publicly and use for promotional purposes the Submissions. This license includes, but is not limited to, posting or linking to the Submissions on Host's and websites, social media accounts and applications of the Host, including the Hackathon Website, and display and promotion of the Submissions in any other media, worldwide.

- C. Other Submission materials may be viewed by the Host and Judges for screening and evaluation.
- D. Entrants agree and acknowledge that the Contest Entities are free to use Entrants' Submissions for as long as they want in the manner described above, as provided or as modified by the Host, without obtaining any prior permission or license from the Entrants and without any compensation to Entrants.

8. JUDGES

- A. **Judges:** Final Submissions will be evaluated by a panel of judges selected by the Host (the “**Judges**”). Judges will be employees of the Host or employees of its parent companies, subsidiaries and affiliates, may or may not be listed individually on the Hackathon Website, and may change before or during the Judging Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the Host. Judges will review the Final Submissions and spend time using the final product in a live environment.
- B. **Criteria:** The Judges will score eligible Submissions using the following criteria (the “**Judging Criteria**”):
 - i. Novelty in Approach
 - ii. Novelty in Using Data - Feature engineering, embeddings, etc.
 - iii. Efficiency and Scalability
 - iv. Leaderboard score

The Judging Criteria above may not apply to every prize. The Entrant(s) that are eligible for a prize, and whose Submissions earn the highest overall scores based on the applicable Judging Criteria, will become potential winners of that prize.

Submission Review: Judges are not required to test the Final Submission and may choose to judge based solely on the “Judging criteria”.

C. PRIZES

Winner	Prize
First Prize	INR 1,00,000 Prize money to be split equally between all Team members.
Second Prize	INR 75,000 Prize money to be split equally between all Team members.
Third Prize	INR 50,000 Prize money to be split equally between all Team members.

All prize details that are not expressly specified in these T&Cs will be determined by Host, as applicable, in their discretion. The prize will be awarded if properly claimed. No cash redemption or transfer of the right to receive the prize is permitted, except in the discretion of Host. The prize consists only of the item(s) expressly specified in these T&Cs and does not include any travel arrangements or expenses. All expenses or costs associated with the acceptance or use of the prize or any component of the prize are the responsibility of the winner. The prize is awarded “as is” and without any warranty, except as required by law. In no event will more than the number of prizes stated in these T&Cs be awarded.

9. VERIFICATION OF POTENTIAL WINNERS

A. Verification Requirement: THE AWARD OF A PRIZE TO A POTENTIAL WINNER IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. The final decision to designate a winner shall be made by the Host in its sole discretion.

B. Required Forms: Potential winners will be notified during an event (further details to be provided on the Hackathon Website and can be accessed [here](#)). In order to receive a prize, the potential winner (including all participating team members in the case of a Team) will be required to sign and return to the Host, a verification document and liability/publicity release(s), and any other forms or documents requested by the Host (“**Required Forms**”).

Deadline for Returning Required Forms: ten (10) business days after the Required Forms are sent.

C. Disqualification: The Host may deem a potential winner (or participating team members) ineligible to win if:

- i. the potential winner’s Team Leader or any participating member does not respond to multiple emails or fails to sign and return the Required Forms by the deadline listed above, or responds and rejects the prize;
- ii. the prize or prize notification is returned as undeliverable; or
- iii. any submission or the potential winner, or any member of a potential winner’s Team, is disqualified for any other reason.

In the event of a disqualification, the Host may award the applicable prize to an alternate potential winner.

10. PRIZE DISTRIBUTION

A. Substitutions & Changes: The Host has the right to make a prize substitution of equivalent or greater value. The Host will not award a prize if there are no eligible Submissions entered in the Hackathon, or if there are no eligible Entrants or Submissions for a specific prize.

B. Prize Delivery: Prize will be distributed directly to the winning team members (split equally between the team members) on receipt of Required Forms, Failure to provide correct information on the Required Forms, or other correct information required for the delivery of a prize, may result in delayed prize delivery, disqualification or the Entrant(s), or forfeiture of a prize.

C. Prize Delivery Timeframe: within 20 business days of receipt of the required information through the Required Forms.

11. ENTRY CONDITIONS AND RELEASE

A. By entering the Hackathon, you (and, if you are entering on behalf of a Team each participating members) agree(s) to the following:

- (i) You will be bound by and agree to comply with these T&Cs and the decisions of the Host and/or the Hackathon Judges which are binding and final in all matters relating to the Hackathon.
- (ii) You release from liability, indemnify, defend and hold harmless the Host and each of the Contest Entities, and all of their respective officers, directors, employees, agents and representatives or successors (hereinafter the “**Released Parties**”) from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees), including but not limited to damages of any kind to persons and property, defamation, negligence, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury, arising out of or relating to the Hackathon, an Entrant’s entry, creation of Submission or entry of a Submission, participation in the Hackathon, acceptance or use or misuse of the prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these T&Cs.
- (iii) The Entrants acknowledge that many Submissions shall be developed during this Hackathon and that such applications may be similar or identical in theme, idea, format or other respects to others developed in the Hackathon.

B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

- (i) any incorrect or inaccurate information, whether caused by the Host’s electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon;
- (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Hackathon Website;
- (iii) unauthorized human intervention in any part of the entry process or the Hackathon;
- (iv) technical or human error which may occur in the administration of the Hackathon or the processing of Submissions; or
- (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Entrant’s participation in the Hackathon or receipt or use or misuse of any prize.

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Entrants. Proof of sending or submitting will not be deemed to be proof of receipt by the Host.

If for any reason any Entrant’s Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant’s sole remedy is to request the opportunity to resubmit its Submission. Such request must be made promptly after the Entrant knows or should have known there was a problem, and will be determined at the sole discretion of the Entrant.

Each Entrant acknowledges that each of the Contest Entities engages and has engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of software, technology and other material (collectively, “**Materials**”), including without limitation Materials that may be similar or identical to an Entrant’s Submission, and that

other people may previously have submitted to one or more of the Contest Entities Materials that are similar or identical to a Submission. Each Entrant agrees that it will not be entitled to any compensation or credit in connection with, and will not have any other legal, equitable or other rights of any nature with respect to, the use by any of the Contest Entities of any Material that is similar or identical to any Submission or any component thereof. As an inducement to Host to accept the Entrant's entry, each Entrant hereby waives any claim or right of action against any of the Contest Entities in connection with the Contest Entities' use of any Materials (or any portions thereof), whether or not such Materials are similar or identical to an Entrant's Submission or contain any features, ideas, material and/or elements that are similar or identical to those contained in an Entrant's Submission. Without limitation of the foregoing, the Contest Entities will have the right to use, without any payment or other obligation whatsoever to any Entrant, any part of any Submission, and any idea or concept contained therein, that (a) is similar or identical to, or contains elements encompassed in, any material or concept that has been developed, produced or disseminated or is under consideration or in development by or for any of the Contest Entities before or at the time of the Entrant's submission of the Submission, (b) is not unique, novel, original and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission in the Hackathon or otherwise is in the public domain, (d) would be freely usable by a third party if it had not been submitted as a Submission or the subject of any agreement, or (e) is similar or identical to, or contains elements encompassed in, an idea, concept or material that is independently created by any Contest Entity or any third party. Acceptance of a Submission is not an admission by any Contest Entity of the novelty or originality of the Submission.

12. PUBLICITY

- (i) By participating in the Hackathon you consent to the use of personal information about you, if you are a winner, by the Host and third parties acting on their behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments and hometown and country of residence. It may be used in any existing or newly created media, worldwide without any compensation or right of review, unless prohibited by law. You hereby release Host and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. Authorized use includes advertising and promotional purposes.
- (ii) The duration of your consent is for a period of three years following the conclusion of the Hackathon. This consent applies, as applicable, to an individual Entrant and all members a Team that participated in the winning Submission.
- (iii) Each Entrant consents to Host documenting, recording, and publishing each entry in order to promote the Hackathon, its results, and participation. Without limiting any other grant contemplated in the T&Cs, each Entrant consents to his or her name and/or likeness and a description and/or photo of such Entrant's Submission being posted on: (a) any website (including, but not limited to, a blog) owned and/or operated by Host or any of its affiliates, Host pages on any social media websites (including, but not limited to, Facebook, Instagram, Twitter) ("**Host Sites**"). Host's decision to post information regarding an Entrant or Submission on any Host Site does not mean that such Entrant(s) or Submission has been selected as a winning Entrant(s) or Submission.

13. GENERAL CONDITIONS

- (i) Host reserves the right, in its sole discretion, to change the T&Cs or to cancel, suspend and/or modify the Hackathon at any time.
- (ii) Host reserves the right in its sole discretion to disqualify any individual or Entrant it finds to be

actually or presenting the appearance of tampering with the entry process or the operation of the Hackathon or to be acting in violation of these T&Cs or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Hackathon, or a violation of any applicable law or regulation.

- (iii) Should the Host suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring an Entrant(s) to cooperate with an investigation and referral to the appropriate Government or administrative authorities.
- (iv) If there is any discrepancy or inconsistency between the terms of the T&Cs and disclosures or other statements contained in any Hackathon materials, including but not limited to the Hackathon registration form, Hackathon Website, advertising (including but not limited to television, print, radio or online ads), the terms of these T&Cs shall prevail.
- (v) The terms of the T&Cs are subject to change at any time, including the rights or obligations of the Entrant(s) and the Host. The Host will post the terms of the amended T&Cs on the Hackathon Website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended T&Cs or, if no time is specified, the time of posting.
- (vi) The Host's failure to enforce any term of these T&Cs in any instance shall not be deemed to be a waiver of that term of the T&Cs. Should any provision of these T&Cs be or become illegal or unenforceable, such illegality or unenforceability shall leave the remainder of these T&Cs, including the term or condition affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Host's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.
- (vii) If your entry is incomplete or if you use robotic, automatic, programmed or any similar entry methods are used, your entry will be deemed void.
- (viii) Excluding Submissions, all intellectual property related to this Hackathon, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Host, its parent companies, its subsidiaries or affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Host intellectual property shall be limited solely to the extent provided or allowed for in these T&Cs.

14. LIMITATIONS OF LIABILITY

By entering the Hackathon, all Entrants (including, in the case of a Team, all participating members) agree to be bound by the T&Cs and hereby release the Released Parties from any and all liability in connection with the prizes or Entrant's participation in the Hackathon.

15. DISPUTES

- A.** Except where prohibited by law, as a condition of participating in this Hackathon, Entrant(s) agrees that these T&Cs and any non-contractual obligations arising out of or in connection with this Hackathon; all issues and questions concerning the construction, validity, interpretation and enforceability of these T&Cs; the rights and obligations of Entrant(s) and Host in connection with this Hackathon; or, the prizes awarded under it shall be governed by and construed in accordance with the laws of India. Any dispute, claim, difference or controversy arising out of, relating to or having any connection with these T&Cs and the Hackathon shall be subject to the exclusive jurisdiction of the courts at [New Delhi].

16. ADDITIONAL TERMS THAT ARE PART OF THE T&Cs

- (i) Participation in the Hackathon is absolutely voluntary and once the Entrant participates in the Hackathon, such participation constitutes the Entrant's full and unconditional agreement to these T&Cs. By entering, all Entrants agree that all decisions related to the Hackathon are final and binding, and that all such decisions are at the sole discretion of the Host.
- (ii) The Host collects personal information from you when you enter the Hackathon. Registration requires that participants supply their name and contact information. This information will be disclosed to the judges for purposes of the Hackathon and Hackerearth. Once registered, Participants and Entrants may receive periodic communications relating to future hackathons or otherwise from the Host. By registering for the Hackathon, Participants and Entrants agree and acknowledge that they may be contacted by the Host or any of its affiliates via email. Participants and Entrants further agree and acknowledge that such email communication shall not be considered to be unsolicited commercial email or spam. It is the sole responsibility of the participant to notify the Host in writing should participant's email address changes. The information collected is subject to [these T&Cs and privacy policy located here: <https://www.amazon.in/gp/help/customer/display.html?nodeId=GX7NJQ4ZB8MHFRNJ>](#)
- (iii) By registering for the Hackathon and submitting an Initial Submission, all Entrants agree to conduct themselves at all times in relation to the Hackathon in accordance with Amazon's Code of Conduct and Ethics located here, to the extent applicable to you: <http://www.amazon.com/gp/help/customer/display.html?nodeId=200885140>

17. MISCELLANEOUS

Host may, in its sole discretion and at any time, disqualify any individual or Entrant if: (a) found to be in non-compliance with the T&Cs; (b) found to be tampering with the entry process, the outcome of the Hackathon, or the operation of the Hackathon or Hackathon Website; (c) acting contrary to Amazon's Code of Conduct and Ethics; (d) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other Entrant; (e) in violation of any applicable law. ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE HACKATHON MAY BE A VIOLATION OF LAWS, BESIDES THESE TERMS AND CONDITIONS, AND SHOULD SUCH AN ATTEMPT BE MADE, HOST AND ITS AFFILIATES RESERVE THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, IN ADDITION TO DISQUALIFYING SUCH PERSONS.

By participating in the Hackathon, each Entrant unconditionally accepts and agrees to comply with and abide by the T&Cs and the decisions of Host, which will be final and binding, including Host's right to verify eligibility, to interpret the T&Cs, and to resolve any disputes relating to the Hackathon at any time.

18. FORCE MAJEURE:

Hackathon and its conduct/implementation is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Host ("**Force Majeure Event**"). The Host shall be not liable for any delay or adverse effect caused to the Entrants in the Hackathon including the winners as a result of a Force Majeure Event.

19. CONTACT

If you have any questions or comment, or complaints or wish to send us any notice regarding this Hackathon, please email us at mlchallenge@amazon.com.