

# Official Competition Rules

## Virtual Meetups

### §1. General Provisions

1. This document is an integral part of General Terms and Conditions.
2. In addition to the provisions of the General Terms and Conditions, Participant understands and agrees to these Official Competition Rules required by the Organizer.
3. These Rules form a binding legal agreement between you and the Organizer with respect to the Kaggle Days x Z by HP World Championship Virtual Meetups (the “Competition”).
4. To enter the Competition, Participant must agree to these Official Competition Rules and General Terms and Conditions (collectively, the "Rules").
5. Submission of an Application (as defined in the General Terms and Conditions) to the Competition constitutes agreement to these Rules.
6. The Competition is open to residents of the United States and worldwide, except for the residence of:
  - a) Crimea,
  - b) Cuba,
  - c) Iran,
  - d) Syria,
  - e) North Korea,
  - f) Sudan, and
  - g) anyone subject to U.S. export controls or sanctions.
7. Participants are obligated to make sure that they are eligible to participate in skills-based competitions subject to the eligibility requirements below and in accordance with applicable laws and regulations.

### §2. Glossary

1. LogicAI sp. z o.o. (Ltd.) with its registered office in Warsaw (Jana Nowaka Jeziorańskiego 7/31, 03-984 Warsaw, KRS 0000719466), hereinafter referred to as the "Organizer".
2. The Organizer will collaborate with HP Inc., with a registered office at 1501 Page Mill Road, Palo Alto, CA 94304, USA, hereinafter referred to as “HP”. Organizer and HP collectively are referred to as “Competition Entities”. This means any data you provide will be either in the United States or in Warsaw, KRS.

3. The Registered Applicant, i.e., the person who received the confirmation of registration to the list of participants hereinafter referred to as the “Participant”.
4. As “Competition Entities” are defined jointly: The Organizer and HP.
5. “Competition Website” is: [www.kaggledays.com/championship](http://www.kaggledays.com/championship)

### **§3. Participant Eligibility**

1. To be eligible to enter the Competition, Participant must:
  - a) have a registered account holder at Kaggle.com;
  - b) be at least 18 years old or the age of majority in his jurisdiction of residence;
  - c) not be a resident of Crimea, Cuba, Iran, Syria, North Korea, or Sudan; and
  - d) not be a person or representative of an entity under U.S. export controls or sanctions (see <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).
2. The Organizer reserves the right to verify eligibility and to adjudicate on any dispute at any time.
3. Participants may be immediately disqualified from the Competition if they provide any false information relating to the Competition concerning their identity, residency, mailing address, telephone number, email address, ownership of right, or information required for entering the Competition.
4. Participants warrant that their Submission is their own original work and, as such, they are the sole and exclusive owner and rights holder of the Submission, and they have the right to make the Submission and grant all required licenses. They agree not to make any Submission that:
  - a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; or
  - b) otherwise violates any applicable U.S. or foreign state or federal law.
5. To the maximum extent permitted by law, Participant indemnifies and agrees to keep indemnified Competition Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any of your acts, defaults or omissions and/or a breach of any warranty set forth herein.
6. To the maximum extent permitted by law, Participants agree to defend, indemnify and hold harmless the Competition Entities 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 attorney’s fees) arising out of or accruing from:
  - a) Participant Submission or other material uploaded or otherwise provided by them that infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or

- confidentiality obligations, or defames any person;
  - b) any misrepresentation made by participant in connection with the Competition;
  - c) any non-compliance by participant with these Rules or any applicable U.S. or foreign state or federal law;
  - d) claims brought by persons or entities other than the parties to these Rules arising from or related to your involvement with the Competition; and
  - e) Participant's acceptance, possession, misuse or use of any Prize, or their participation in the Competition and any Competition-related activity.
7. Participant hereby releases Competition Entities from any liability associated with:
- a) any malfunction or other problem with the Competition Website;
  - b) any error in the collection, processing, or retention of any Submission; or
  - c) any typographical or other error in the printing, offering or announcement of any Prize or winners.
8. Winners are required to submit any public communications regarding participation in the Competition for prior approval by the Organizer. The Organizer agrees not to unreasonably withhold such approval.

#### **§4. Competition – Basic Principles**

1. The Competition is a skills-based competition to promote and further the field of data science. You must register via the Competition Website to enter. Your competition submissions ("Submissions") must conform to the requirements stated on the Competition Website. Your Submissions will be scored based on the evaluation metric described on the Competition Website. Other local rules and regulations may apply to you, so please check your local laws to ensure that you are eligible to participate in skills-based competitions. Organizer reserve the right to award alternative Prizes where needed to comply with local laws.
2. Subject to compliance with the Competition Rules, Prizes, if any, will be awarded to participants with the best scores, based on the merits of the data science models submitted. See below for the complete Competition Rules.
3. Competition topic will be revealed during the meetup.
4. Participants cannot sign up to Kaggle from multiple accounts and therefore, cannot submit from multiple accounts.
5. Privately sharing code or data outside of teams is permitted only on the Kaggle platform in the notebooks section for the competitions.
6. The maximum number of Team Participants is four (4).
7. Team members must be a single individual with a separate Kaggle account.
8. Participants may join or form only one Team.

9. You may submit no more than 10 entries. You may select up to two (1) final Submissions for judging.

### **§5. Competition Timeline**

1. The Competition will last four (4) hours, hereinafter referred to as the “Competition Period”.
2. Each Competition will take place between around 5:10 pm to 9:10 pm, local time (in the time zone related to the place where the competition takes place). Each competition start time is set according to the local time where the competition is located.
3. The Competition Period is subject to change, and the Organizer may introduce additional hurdle deadlines during the Competition Period.
4. The organizer reserves the right to change the date and / or time of the competition.
5. Participants is responsible for determining the corresponding time zone in their location.

### **§6. Competition Entry**

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. To enter the Competition, Participants must register on the Competition Website on the day of the Competition and follow the instructions for developing and entering Submission through the Competition Website (the “Requirements”).
2. Submissions must be received before any Submission deadlines stated on the Competition Website. Submissions not received by the stated deadlines will not be eligible to receive a Prize.
3. Participant must register individually for the Competition before joining a Team.
4. Participant must confirm their Team membership to make it official by responding to the Team notification message sent to their Kaggle account.
5. Organizer reserves the right to disqualify any entrant who does not follow these Rules, including making a Submission that does not meet the Requirements.

### **§7. Submission Code Requirements**

1. Submissions must be made in the manner and format, and in compliance with all other requirements, stated on the Competition Website (the "Requirements"). Submissions submitted inadequately will not be considered.
2. Submissions are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. Submissions may not use or incorporate information from hand labeling or human prediction of the validation dataset or test data records.
3. Participants 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. This prohibition includes sharing Competition Code between separate Teams. Any such sharing of Competition Code is a breach of these Competition Rules and may result in disqualification.
4. Participants are permitted to publicly share Competition Code, provided that such public sharing does not violate the intellectual property rights of any third party. If they do choose to share Competition Code or other such code, they are required to share it on Kaggle.com on the discussion forum or notebooks associated specifically with the Competition for the benefit of all competitors. By so sharing, they are deemed to have licensed the shared code under an Open Source Initiative-approved license (see [www.opensource.org](http://www.opensource.org)) that in no event limits commercial use of such Competition Code or model containing or depending on such Competition Code.
5. If open source code is used in the model to generate the Submission, then participants must only use open source code licensed under an Open Source Initiative-approved license (see [www.opensource.org](http://www.opensource.org)) that in no event limits commercial use of such code or model containing or depending on such code.

### **§8. Determining and Announcing the Winners**

1. Each Submission will be scored and ranked by the evaluation metric stated on the Competition Website. The Organizer is responsible for selecting the winners.
2. During the Competition Period, the current ranking will be visible on the Competition Website's public leaderboard.
3. The potential winner(s) are determined solely by the leaderboard ranking on the private leaderboard, subject to compliance with these Rules.

4. The public leaderboard will be based on the public test set and the private leaderboard will be based on the private test set.
5. 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.
6. The winners will be announced approximately 15 minutes after the end of the Competition. In case of unforeseen difficulties, Participants will be informed about the results of the Competition via e-mail.
7. Organizer reserves the right to disqualify any Participant from the Competition if the Organizer or HP reasonably believes that the Participant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices or abuses, threatens or harasses any other participants, Organizer, HP or Kaggle.
8. The final leaderboard list will be publicly displayed at [kaggledays.com/championship](https://kaggledays.com/championship). Participants agrees that the Competition Entities will have the sole right to announce the results of the Competition.

## **§9. Winners Obligations**

1. As a condition to being awarded a Prize, if any, a Prize winner must fulfill the following obligations:
  - a) deliver to the Competition Entities the final model's software code as used to generate the winning Submission and associated documentation. The delivered software code should follow these documentation guidelines, must be capable of generating the winning Submission, and contain a description of resources required to build and/or run the executable code successfully. To the extent that the final model's software code includes generally commercially available software that is not owned by you, but that can be procured by the Competition Entities without undue expense, then instead of delivering the code for that software to the Competition Entities, you must identify that software, method for procuring it, and any parameters or other information necessary to replicate the winning Submission;
  - b) grant to the Competition Entities the license to the winning Submission stated in the Competition Specific Rules above, and represent that you have the unrestricted right to grant that license; and
  - c) sign and return all Prize acceptance documents as may be required by Organizer, including without limitation: (i) eligibility certifications; (ii) licenses, releases and other agreements required under the Rules; and (iii) U.S.

tax forms (such as IRS Form W-9 if U.S. resident, IRS Form W-8BEN if foreign resident, or future equivalents). Organizer

## **§10. Prizes**

1. Prize(s) are as described on the Competition Website and are only available for winning during the time period described on the Competition Website.
2. All Prizes are subject to Organizer's review and verification of the Participant's eligibility and compliance with these Rules, and the compliance of the winning Submissions with the Submissions Requirements. In the event that the Submission demonstrates non-compliance with these Competition Rules, Organizer may at its discretion take either of the following actions:
  - a) disqualify the Submission(s); or
  - b) require the potential winner to remediate within one week after notice all issues identified in the Submission(s) (including, without limitation, the resolution of license conflicts, the fulfillment of all obligations required by software licenses, and the removal of any software that violates the software restrictions).
3. Potential winners must return all required Prize acceptance documents within two (2) weeks following notification of such required documents, or such potential winner will be deemed to have forfeited the Prize and another potential winner will be selected. Prize(s) will be awarded within approximately 30 days after receipt by Organizer or Kaggle of the required Prize acceptance documents. Transfer or assignment of a Prize is not allowed.
4. You are not eligible to receive any Prize if you do not meet the Eligibility requirements in Section 3 above. For instance, some countries may have laws prohibiting prizes to those under 18 years. The competition will follow prize/give-away laws by country of residence.
5. If a team wins a monetary Prize, the Prize money will be allocated in even shares between the eligible Team members, unless the team unanimously opts for a different Prize split and notifies Organizer or Kaggle before Prizes are issued.
6. Organizer is solely responsible for fulfilling and delivering the Prize to the winners, covering all costs and fees.
7. A first, second or third place winner, or a member of the team that took first, second or third place, will receive an invitation from the Organizer to participate in the Grand Final which will be held in person in Barcelona, Spain on 30/09/2022 - 1/10/2022. The competition entities will not cover any costs for the participants related to this event.

All costs related to this event, including travelling, hotel and meals are at the charge of the participants.

8. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Payments to potential winners are subject to the express requirement that they submit all documentation requested by Organizer or Kaggle, or its fulfillment agency(ies), for compliance with applicable state, federal, local and foreign (including provincial) tax reporting and withholding requirements. Prizes will be net of any taxes that the Organizer is required by law to withhold. If a potential winner fails to provide any required documentation or comply with applicable laws, the Prize may be forfeited and the Organizer may select an alternative potential winner. Any winners who are U.S. residents will receive an IRS Form-1099 from the Organizer in the amount of their Prize.

### **§10 Personal Information**

1. Participant name and likeness can be used by Organizer, Kaggle, HP and their respective affiliates for advertising and promotional purposes without additional compensation, unless prohibited by law.
2. The Organizer, HP, or Kaggle may collect, store, share and otherwise use personally identifiable information provided by Participant during the Kaggle account registration process and the Competition, including but not limited to, name, mailing address, phone number, and email address (“Personal Information”).
3. As part of Organizer’s duties to perform this contract between Participant, the Organizer and HP, Kaggle will transfer Participant’s Personal Information to HP, which acts as an independent controller with regard to this Personal Information. As a controller of such Personal Information, the Organizer, HP and Kaggle agree to comply with all U.S. and foreign data protection obligations with regard to Participant Personal Information. The Organizer will transfer the Participant's Personal Information to HP in the country specified in the HP’s Address listed above, which may be a country outside the country of your residence. Such a country may not have privacy laws and regulations similar to those of the country of your residence.

### **§11. Rights of Organizer and HP**

1. Organizer reserves the right to cancel, terminate, modify or suspend the Competition if for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition.



2. The Organizer further reserves the right to disqualify any participant who tampers with the submission process or any other part of the Competition or Competition Website. Any attempt by a participant to deliberately damage any website, including the Competition Website, or undermine the legitimate operation of the Competition is a violation of criminal and civil laws. Should such an attempt be made, Organizer HP and Kaggle each reserve the right to seek damages from any such participant to the fullest extent of the applicable law.
3. The Organizer reserves the right to award alternative Prizes where needed to comply with local laws.
4. A disqualified participant may be removed from the Competition leaderboard at Organizer's sole discretion. If a Participant is removed from the Competition leaderboard, additional winning features associated with the Kaggle Days competition platform, for example Kaggle points or medals, may also not be awarded.

## **§12. Final Provisions**

1. Competition Entities are not responsible for any malfunction of the Competition Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submissions or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Competition Website, or any combination thereof, which may limit a participant's ability to participate.
2. Under no circumstances will the entry of a Submission, the awarding of a Prize, or anything in these Rules be construed as an offer or contract of employment with Kaggle or the Competition Entities.
3. Participant submitted his Submission voluntarily and not in confidence or in trust.
4. No confidential, fiduciary, agency, employment or other similar relationship is created between Participant and Kaggle or any of the Competition Entities, by your acceptance of these Rules or your entry of your Submission.
5. Kaggle is not a party to this or any agreement between Participant and the Organizer or HP. Kaggle has no responsibility with respect to selecting the potential Competition winner(s) or awarding any Prizes. Kaggle will perform certain administrative functions relating to hosting the Competition, and Participant agree to abide by the provisions relating to Kaggle under these Rules. As a Kaggle.com account holder and

user of the Kaggle competition platform. Participant has accepted and is a subject to the Kaggle Terms of Service at [www.kaggle.com/terms](http://www.kaggle.com/terms) in addition to these Rules.

6. All claims arising out of or relating to these Rules will be governed by Polish law, and will be litigated exclusively in the Polish courts. The parties consent to personal jurisdiction in those courts. If any provision of these Rules is held to be invalid or unenforceable, all remaining provisions of the Rules will remain in full force and effect.