

AWS AI & ML SCHOLARSHIP PROGRAM 2023 OFFICIAL TERMS AND CONDITIONS

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

By registering for the AWS AI & ML Scholarship program (“Program”), you agree to the Program’s terms and conditions (“Terms”).

Program. From October 1, 2022 to September 30, 2023 (“Program Period”), eligible Program participants that meet the following criteria will be provided a unique promotional code (“Promotional Code”), by October 5, 2023, to be used on the Udacity website, <https://www.udacity.com/scholarships/aws-ai-ml-scholarship-program> (“Udacity Site”) as outlined in these Terms:

- a. Complete all assessments and quizzes on the DeepRacer Student service, available at www.student.deepracer.com (“AWS Site”) as of April 11, 2022, with an 80% accuracy rate or better.
- b. Participate in the AWS DeepRacer Student League regular season race, available at the AWS Site as of April 11, 2022 and achieve a sub-three minute lap time in any single race.

ADDITIONAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE AWS DEEPRACER STUDENT LEAGUE MAY APPLY AND WILL BE AVAILABLE AT [AWS DEEPRACER STUDENT](#) NO LATER THAN MARCH 1, 2023.

From February 1, 2023 through September 30, 2023, eligible Program participants may use the Promotional Code on the Udacity Site to fill out an application to be awarded one of 2,000 scholarships for the Udacity AI Programming with Python Nanodegree program, which will be distributed in two cohorts. One thousand applicants will be notified they have been selected for the first cohort of the scholarship (“Cohort 1”) on June 15, 2023 and an additional one thousand applicants will be notified they have been selected for the second cohort of the scholarship (“Cohort 2”) on October 15, 2023. THE SELECTION PROCESS FOR THIS NANODEGREE SCHOLARSHIP PROGRAM WILL BE SOLELY ADMINISTERED BY UDACITY, INC. (“UDACITY”) BASED ON INFORMATION PROVIDED BY THE APPLICANT DURING THE UDACITY APPLICATION PROCESS INCLUDING BUT NOT LIMITED TO A SHORT KNOWLEDGE ASSESSMENT. The ARV of this scholarship is \$4,000 USD.

Of the initial 2,000 scholarship recipients, 500 participants will be selected for an additional scholarship for a six-month, custom curated Deep Learning and Machine Learning Engineering Udacity Nanodegree program . The recipients of this additional scholarship will be determined by Udacity by completion of the Udacity AI Programming with Python Nanodegree program, as well as a graded assessment at the end of such Nanodegree Program. Two hundred fifty scholarship recipients from Cohort 1 will be notified of their selection for the second scholarship by April 10, 2024. Two hundred fifty scholarship recipients from Cohort 2 will be notified of their selection on April 10, 2024. All 500 students that qualify for the second nanodegree program scholarship will begin the course on April 10, 2024. The ARV of this scholarship is \$4,000 USD.

BEING PROVIDED A PROMOTIONAL CODE TO THE UDACITY SITE IS ONLY AN INVITATION TO APPLY FOR THE AFOREMENTIONED SCHOLARSHIPS AND DOES NOT GUARANTEE THAT THE PARTICIPANT WILL BE AWARDED ANY SCHOLARSHIP. FOR AVOIDANCE OF DOUBT, UDACITY WILL BE SOLELY RESPONSIBLE FOR THE SELECTION OF SCHOLARSHIP RECIPIENTS AND ADMINISTRATION OF THE COURSES AND SCHOLARSHIPS. UDACITY MAY IMPOSE ADDITIONAL TERMS AND CONDITIONS RELATING TO THE SCHOLARSHIP PROGRAMS AND COURSES, WHICH WILL BE AVAILABLE WHEN SCHOLARSHIP APPLICATIONS OPEN AS OF FEBRUARY 1, 2023 AT THE UDACITY SITE. AWS reserves the right to modify or cancel this offer at any time.

2. **Eligibility.** This offer is only valid for individuals: (a) 16 years or older, except for individuals from Algeria, Israel, and Portugal, who must be at least 18 years or older, (b) who are actively enrolled students at an accredited high school or undergraduate college, university, or community college, (c) who self-identify as part of a demographic that is underrepresented or underserved in technology, (d) have a valid email address, and (e) have Internet access. If you are below the age of majority in your jurisdiction of residence, you must have consent to participate from your parent or legal guardian. Excludes: (f) individuals living in Argentina, Brazil, France, Germany, Italy, Mexico, Quebec, Russia, Spain, Cuba, Iran, North Korea, Syria, and the region of Crimea, and (g) employees of Amazon Web Services, Inc. (“AWS”) and its affiliates and subsidiaries or anyone professionally associated with the Program.

Before participating in the Program, entrants that are under 18 years of age, or the age of majority in their jurisdiction of residence if above 18, must show these Terms to their parents or legal guardians and receive their permission to agree to these Terms, participate in the Program, and submit their personal information to AWS. Where parental permission is required, entrants must be able to provide evidence that their parent or guardian has consented to their participation in the Program, or if required, execute documentation that confirms this fact in a form reasonably acceptable to AWS. Entrants must ensure that participation (and acceptance of any awarded Promotional Code) is lawful in accordance with the laws of the country or region in which they are a resident. Void where prohibited by law. All local laws and regulations apply. Participation constitutes entrant’s full and unconditional agreement to these Terms. Interpretation of the Terms will be objective and based on principles in good faith and AWS’s decisions and interpretations, which are final and binding in all matters related to the Program. The provisions of a Promotional Code are contingent upon fulfilling all requirements set forth herein. Participants may be required to provide proof of identification and eligibility as required by AWS or Udacity.

3. **How to claim a promotional code.** On a rolling basis, no later than September 30, 2023, each entrant who fulfills the requirements outlined in these Terms will be provided their Promotional Code via e-mail using the information disclosed at the time of registration. They will be directed to the Udacity Site to complete the scholarship application form. Additional information about the scholarship application, including required information and related deadlines, will be available at the Udacity Site on February 1, 2023. The Promotional Code has no monetary value. BEYOND THE OPPORTUNITY TO APPLY FOR A SCHOLARSHIP THROUGH UDACITY, THERE ARE NO OTHER MATERIAL BENEFITS ASSOCIATED WITH PARTICIPATION IN THE PROGRAM. Failure to provide AWS all required information may result in the forfeiture of a participant’s Promotional Code.

Participants are responsible for their behavior while participating in the Program. AWS reserves the right in its absolute discretion to exclude a participant from participation in any aspect of the Program if the participant fails to comply with the Terms, the directions of AWS or Udacity, or if a participant acts in a manner that is dangerous to themselves or to the public or is, in the opinion of AWS, anti-social, infringing, inconsistent with the spirit of the Program, or disparaging in any manner or which causes a disturbance or nuisance to others. If a potential recipient of a Promotional Code is found to be ineligible for any reason, including noncompliance with these Terms, the Promotional Code may be forfeited. If a Promotional Code is unredeemed, it will be forfeited. Promotional Codes are not transferable and may not be resold. Each participant is only eligible for one Promotional Code. This offer may not be combined with any other offers.

4. **Limitation of liability.** By participating in this Program, entrants agree that AWS and its affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are, to the

extent permitted by law, not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable e-mail notifications, or postal mail; (ii) any computer, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage to any person's computer related to or resulting from participating in the Program and/or accepting or using a Promotional Code, except for any liability which cannot be excluded by law; (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, or otherwise not in compliance with the Terms; and (ix) for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Program or accepting or using a Promotional Code, except for any liability which cannot be excluded by law. Further, AWS is not responsible for any undelivered messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any Promotional Code notification or other Program related e-mail to a spam or junk folder. Nothing in this section shall exclude AWS or its agents or representatives for any liability whose limitation is prohibited under applicable law of a participant's jurisdiction of residence. By entering Program, each entrant agrees: (i) to be bound by these Terms, (ii) to waive any rights to claim ambiguity with respect to these Terms; (iii) to the extent permitted by law, to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to the extent permitted by law, to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Promotional Code; (d) any change in the Program or the benefit of this offer (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Promotional Codes; or (h) the negligence or willful misconduct by entrant. If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of AWS, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of AWS (each a "Force Majeure" event or occurrence), AWS reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program, including the selection of Promotional Code recipients in a manner it deems fair and reasonable. If, at AWS's discretion, elects to alter this Program as a result of a Force Majeure event, a notice will be posted at the www.awsaimlscholarship.com. Entrants shall not provide any illegal content in the course of participating in the Program. WITHOUT LIMITING THE FOREGOING, UNLESS PROHIBITED BY LAW, EVERYTHING REGARDING THIS PROGRAM, INCLUDING THE PROMOTIONAL CODE, 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.

5. **DISPUTES.** THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF KING, WASHINGTON. THIS CHOICE OF LAW DOES NOT DEPRIVE THE ENTRANT OF THE PROTECTION AFFORDED UNDER THE LAWS OF THEIR JURISDICTION OF RESIDENCE AND SUCH PROVISIONS THAT CANNOT BE DEROGATED FROM BY AGREEMENT OR VIRTUE OF THE LAW OF THEIR JURISDICTIONS OF RESIDENCE. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WASHINGTON. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN KING COUNTY, WASHINGTON. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, STATUTORY, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. UNLESS PROHIBITED BY LAW, ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

For Swedish Entrants Only: EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROGRAM OR THE AWARDING OR REDEMPTION OF ANY PROMOTIONAL CODE SHALL BE RESOLVED EXCLUSIVELY BY THE COURT LOCATED WHERE THE ENTRANT IS RESIDENT OR HAS THEIR DOMICILE.

6. **Privacy Policy.** The data controller of each entrant’s personal data is AWS. AWS will use the entrants’ personal data collected in connection with the Program for the purpose of (i) running the Program and fulfilling any benefit described herein; (ii) communicating with entrants about the Program; and (iii) complying with relevant laws and regulations. AWS’s privacy policy is available at <https://aws.amazon.com/privacy/>. Any personal information collecting in this Program will be used in accordance with AWS’s privacy policy. By participating in this Program, each entrant consents to the collection, use and disclosure of his or her personal information as set out in the above privacy policy.

7. **Publicity Rights.** By participating in this Program, each entrant hereby grants AWS and its designee the perpetual right to use their name, address (city, state, and country/region), biographical information, likeness, picture and other information and content provided in connection with the Program for promotion, trade, commercial, advertising and publicity purposes, in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

8. **Miscellaneous.** All entries must be made by a natural person. Any attempted form of participation in this Program other than as described herein is void and will result in disqualification, and if such person is selected as a recipient of a Promotional Code, ineligibility to be awarded a scholarship from Udacity. In the event of any complaints, questions, or comments the entrant should contact AWS by sending an email to: awsdeepracer-help@amazon.com. AWS will use reasonable efforts to respond within thirty (30) days. AWS reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms or to be acting in an unsportsmanlike

manner or with the intent to disrupt the normal operation of the Program. In the event of a dispute as to the identity of an entrant, the entry will be declared made by the primary account holder of the e-mail account associated with the e-mail account used to enter the Program. Potential recipients of a Promotional Code may be required to show proof of being the primary account holder. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. AWS is not responsible for any change of e-mail address, mailing address and/or telephone number and it is solely the responsibility of the entrant to notify AWS in writing if the entrant changes his or her e-mail address, mailing address and/or telephone number during the Program Period. If any provision of these Terms or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms valid and enforceable. The invalidity or unenforceability of any provision of these Terms or any Program documents will not affect the validity or enforceability of any other provision. Failure of AWS to enforce any term of these Terms shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Program details contained in these Terms and the Program details contained in any Program promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Program as set forth in these Terms shall prevail. AWS reserves the right to modify any aspect of this Program, including but not limited to modifying these Terms.

9. **Sponsor.** AWS is the sponsor of the Program.