

AWS DEEPRACER STUDENT LEAGUE 2022 OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE OR WIN A PRIZE.

1. CONTEST PERIOD: The AWS DeepRacer Student League 2022 ("Contest") begins on March 1, 2022 at 08:00 AM Pacific Standard Time ("PST") and ends on October 31, 2022 at 11:59:59 PM PST ("Contest Period"). During the Contest Period there will be seven (7) monthly racing events ("Virtual Events") as per the dates outlined below culminating in the virtual Grand Final ("Virtual Grand Final") in October 2022.

Virtual Event	Start Date	End Date
1	08:00 AM on March 1, 2022	11:59:59 PM on March 31, 2022
2	12:00:01 AM on April 1, 2022	11:59:59 PM on April 30, 2022
3	12:00:01 AM on May 1, 2022	11:59:59 PM on May 31, 2022
4	12:00:01 AM on June 1, 2022	11:59:59 PM on June 30, 2022
5	12:00:01 AM on July 1, 2022	11:59:59 PM on July 31, 2022
6	12:00:01 AM on August 1, 2022	11:59:59 PM on August 31, 2022
7	12:00:01 AM on September 1, 2022	11:59:59 PM on September 30, 2022
Grand Finale	12:00:01 AM on October 1, 2022	11:59:59 PM on October 31, 2022

- 2. **ELIGIBILITY:** The Contest is open to those who meet the following eligibility requirements:
 - a. You must be a student enrolled in high school or college, have a valid email address, and operate an Internet browser and over the age of 16 years.
 - b. The following are excluded from entering any part of the Contest:
 - 1. Employees of the Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Contest Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related.
 - 2. Residents of countries that are on the USA banned trading lists: the Balkans, Belarus, Myanmar/Burma, the Ivory Coast, Cuba, the Democratic Republic of Congo, Iran, Iraq, Lebanon, Liberia, Libya, North Korea, Somalia, Sudan, and Zimbabwe.
 - 3. Anyone subject to OFAC sanctions, including any individual on the OFAC SDN list and any individuals residing in Cuba, Iran, North Korea, Syria, Russia or the Crimea Region of Ukraine.
- **3.** Residents of Brazil, Italy, Mexico, Quebec, and residents of the following Provinces of Argentina: Cordoba, Tierra del Feugo, Mendoza, Río Negro, and Salta.

Before racing, entrants that are under 18 years of age, or the age of majority in their jurisdiction of residence if above 18, must show these Official Rules to their parents or legal guardians and receive their permission to agree to these Official Rules, participate in the Contest, and submit their personal information to Sponsor. Where parental permission is required, entrants must be able to provide evidence that their parent or guardian has consented to their participation in the Contest, or if required, execute documentation that confirms this fact in a form reasonably acceptable to Sponsor.

Before racing, entrants must ensure that participation (and acceptance of any prize awarded) is lawful in accordance with the laws of the country or region in which they are a resident. **This Contest is void where prohibited under local national laws.** All local laws and regulations apply. The Sponsor does not make any representations, express or implied, as to the lawfulness of any individual's participation or as to any other aspect of the Promotion.



If you are a government or public sector employee, you certify that you have confirmed with appropriate parties that entry into the Promotion and/or acceptance of the prize package complies with your internal policies and any applicable law and regulations.

3. HOW TO PARTICIPATE: During the Contest Period, eligible entrants will have the opportunity to participate in Virtual Events. There will be seven (7) Virtual Events, one (1) per month (as set out in clause 1).

To participate in the Contest, eligible entrants must register in student.deepracer.com, and then follow the links and instructions to provide agreement to these Official Rules. Once an eligible entrant agrees to these Official Rules, they may then submit their AWS DeepRacer "Reinforcement Learning Model" into the applicable Virtual Event and the submitted model's performance will then be programmatically evaluated in the race according to the specified race setup. The submitted AWS DeepRacer Reinforcement Learning model will then be programmatically raced on the leader board's indicated competition track. Neither the Sponsor or Administrator accepts any liability if an entrant's model fails to evaluate or submit for any reason. Your model will then be ranked based on a ranking metric, typically total time taken to complete the race. However, this metric may change on a per race basis and this change will be indicated in the race setup on the AWS DeepRacer website. You can submit multiple models to any monthly race, but only your best submission will be kept and ranked.

The average lap time of the required number of consecutive laps (indicated in the virtual race) will be displayed and ranked on the leader board for the virtual race along with your alias. You can race in any Virtual Race After each race, the race results will be displayed on the AWS DeepRacer League website. Additional details, including the Schedule and Standings, may be found at www.awsdeepracerleague.com.

AWS DeepRacer Virtual Student League Race Rules: All entrants will be automatically entered into each Virtual Race. To obtain a valid lap time in a Virtual Race, you must follow these rules:

- a. You may only compete with your own Reinforcement Learning models or the stock AWS DeepRacer Reinforcement Learning models provided by AWS in the AWS DeepRacer console. You may only submit your models to the AWS DeepRacer League using one AWS Account. Any user suspected of racing with multiple AWS accounts simultaneously will be disqualified from the Contest.
- b. Anyone who shares Reinforcement Learning models or use shared Reinforcement Learning models, other than those provided by AWS in the AWS DeepRacer console, will be disqualified.
- c. You may submit your models to any and all of the Virtual Event in the AWS DeepRacer Student service during the Contest Period.
- d. You may only submit your Reinforcement Learning models to the virtual race while the virtual race is open.
- e. Each virtual race will have a race track assigned to it. The AWS DeepRacer service will automatically evaluate the performance of your Reinforcement Learning model on the race track. The service will use your model in the simulator, and attempt to complete 3 consecutive laps. The cumulative lap time for 3 consecutive laps to complete 100% of the track will be used as your lap time. If the car does not be complete at least 3 consecutive laps, your lap time will display as DNF, and you will not be entered into the leader board.
- f. The required number of consecutive laps may change from race to race and will be displayed in the race information in the AWS DeepRacer service.
- g. You can submit as many models (unless indicated otherwise) to a Virtual Event as you like and only the best submission, based on the ranking metric, time will be displayed on the leader board.
- h. All races will be conducted in the time trial format, with winners determined as the fastest time on the leader board at the end of the Virtual Race.
- i. The results will be published and made official on the eighth US business day after the race closes on www.deepracerstudent.com and in the Virtual Event leader board.
- j. The rules may vary per Race and will be communicated online at www.deepracerstudent.com.



4. WINNER DETERMINATION:

- a. For each monthly Virtual Event, the top eight (8) entrants will each win a prize (see clause 5 for further prize details.
- b. The top two (2) racers from each monthly event will be eligible to participate in the October Virtual Grand Final.
- c. The top three (3) racers from the October Virtual Grand Final will win the opportunity to participate in the Championship Event at re:Invent 2022 between November 29, 2022 and December 3, 2022 in Las Vegas. Details of the Championship Event and winner determination will be available to qualifying entrants prior to participation and posted at www.awsdeepracerleague.com. All entrants must read and agree to the Championship Event Race rules prior to participation.
- 5. PRIZES: Each participant may win a maximum of one of each prize type during the 2022 Season. To the extent a participant wins a scholarship prize, as set forth below, and is not currently enrolled in a college or university, the Administrator will hold such scholarship until December 31, 2024 to be paid on the entrant's behalf to a college, university, or other artificial intelligence or machine learning online course of the winner's choice, previously approved by Sponsor (e.g., Coursera or Udacity). To the extent a participant does not provide the Administrator information regarding the college, university, or approved online learning course to pay the scholarship on its behalf by December 31, 2024, the Administrator will provide the winner an alternative prize of equivalent value to the scholarship.

A. Monthly Virtual Event Prizes:

Top Placed Racer

The top placed racer in each monthly Virtual Event will win the following prizes:

- i. a \$1,000 scholarship to be paid directly to the school finance office on the student's behalf by the Administrator,
- ii. Entry into the October Virtual Grand Final Event, and
- iii. A DeepRacer Car. In the event that Administrator is unable to deliver the DeepRacer Car to a potential winner, the winner may receive \$399 USD awarded via the Administrator's preferred payment method.

Second Placed Racer

The second placed racer in each monthly Virtual Event will win the following prizes:

- i. A \$500 scholarship to be paid directly to the school finance office on the student's behalf by the Administrator,
- ii. Entry into the October Virtual Grand Final Event and
- iii. A DeepRacer Car. In the event that Administrator is unable to deliver the DeepRacer Car to a potential winner, the winner may receive \$399 USD awarded via the Administrator's preferred payment method.

Third to Eighth Placed Racers

The third, fourth, fifth, sixth, seventh and eighth placed racers will each win one of the following:

i. A DeepRacer Car with ARV \$399 USD. In the event that Administrator is unable to deliver the DeepRacer Car to a potential winner, the winner may receive \$399 USD awarded via the Administrator's preferred payment method.

B. Virtual Grand Final Event Prizes:

Top Placed Racer

The top placed racer will win the following:

- i. A \$5,000 scholarship to be paid directly to the school finance office on the student's behalf by the Administrator and
- ii. Entry into the Championship Event at re:Invent 2022 between November



29, 2022 and December 3, 2022 in Las Vegas, NV USA, including travel and accommodation to and in Las Vegas. See Clause 5C for further prize details ("re:Invent Prize").

Second Placed Racer

The second placed racer will win the following prizes:

- i. A \$2,500 scholarship to be paid directly to the school finance office on the student's behalf by the Administrator and
- ii. The re:Invent Prize.

Third Placed Racer

The third placed racer will win the following prizes:

- i. A \$1,000 scholarship to be paid directly to the school finance office on the student's behalf by the Administrator.
- ii. The re:Invent Prize.

Fourth, Fifth & Sixth Placed Racers

i. The fourth, fifth and sixth placed racers will each win an \$500 scholarship to be paid directly to the school finance office on the student's behalf by the Administrator.

C. Further Prize details - Championship Event at re:Invent 2022 Las Vegas:

- i. round-trip coach / economy class air transportation to a maximum of \$4000 from the winners' nearest international airport to Las Vegas, NV USA, for the winner only (except as otherwise set forth in this section), ii. five (5) nights standard hotel accommodation (single room/double occupancy),
- iii. ground transportation to/from airport and hotel in Las Vegas, NV, USA.
- iv. \$350 USD total for meals and expenses provided in the form of either a bank transfer, vouchers or a pre-paid credit card at the Sponsor's discretion.
- v. 1 ticket to re:Invent, and the opportunity to participate in the Championship Event Race.
- vi. If a winner is under the age of 21, the winner must be accompanied by a parent or legal guardian, or guest aged over 25 ("guest") at the time of accepting the prize. Travel will be provided to the winner's parent or legal guardian or guest by the Sponsor on the same basis as for the winner and the accommodation will be shared between the winner and their parent or legal guardian or guest.
- vii. If applicable, winner and parent/legal guardian/guest must travel on the same itinerary.
- viii. Trip must be taken on dates specified by the Sponsor.
- ix. If a winner resides within a 100-mile radius of Las Vegas, NV, USA, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value.
- x. All re:Invent Prizes and elements of re:Invent Prizes (including airline tickets, hotel accommodation, and any pre-paid cards) are non-refundable and nontransferable.
- xi. Each winner and parent/legal guardian/guest (if applicable) will require a passport valid for at least 6 months on date of travel; any necessary visas or travel insurance are the responsibility of the winner and their guest/s. In the event the winner or their guest/s is/are unable to travel due to visa or other personal circumstances, no alternative tickets will be issued, and no compensation or other prize will be provided.
- xii. Winners or their parent/legal guardian/guest are responsible for all travel expenses not included herein. For the avoidance of doubt, the prize does not include travel/transportation, accommodation, food, beverages, souvenirs, gratuities, car parking charges, excess baggage, additional excursions and attractions or any other costs of a personal nature (including spending money) that are not explicitly set out in these Terms and Conditions and neither the Sponsor nor any provider of any part of the prize will be responsible for any such costs.
- xiii. If applicable, parent/legal guardian of minor winners must sign and return a



- travel liability release before travel will be booked.
- xiv. Each winner and his or her parent/legal guardian/guest (if applicable) hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip.
- Each winner, and/or their parent/legal guardian/guest, will be required to provide a XV. major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. The winner or their parent/legal guardian/quest (if applicable) is solely responsible for any additional charges incurred at the hotel during their stay, including, without limitation, costs of meals, drinks, additional nights and services together with related taxes beyond what is stated in these Official Rules. xvi. The winner, and/or their parent/legal guardian/quest is responsible for their behaviour whilst taking the prize. The Sponsor reserves the right in its absolute discretion to exclude the winner and/or their parent/legal guardian/guest from participation in any aspect of the prize or re:Invent 2022 if any party fails to comply with the directions of the Sponsor or any companies associated with the prize or if the winner and/or their parent/legal guardian/guest acts in a manner that is dangerous to themselves or to the public or is, in the opinion of the Sponsor, anti-social in any manner or which causes a disturbance or nuisance to others. Failure to comply with these Terms and Conditions may result in refused entry, or the winner's being required to leave re:Invent 2022 or the venue.

xvii. It is the responsibility of the winner or their parent/legal guardian/guest to check any travel advisories issued by a government, to determine whether they wish to accept the risk of travelling to the destination. The Sponsor will not be responsible for any loss or damage suffered by any winner or parent/legal guardian/guest arising out of their failure to follow any travel advisories issued by a government. xviii. The winner will not be entitled to any compensation and will have no claim against the Sponsor if they miss their flight or other arranged transport means. xix. The Contest Entities bear no responsibility if any event, element or detail of a prize is cancelled, postponed or becomes unavailable for any reason. In this circumstance, the winner will not be entitled to any compensation and will have no claim against the Contest Entities. The Sponsor will promptly notify the affected winner of any cancellation, postponement, or unavailability in this instance.

- xx. If any event, element or detail of the prize is cancelled, postponed, or otherwise become unavailable beyond the control of the Sponsor which affects the running or conduct of the Contest, the Contest Entities shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail.
- xxi. The approximate retail value ("ARV") of each re:Invent Prize is: \$4,000.00 USD.

D. Further Prize Conditions:

- i. In the event a prize is forfeited for any reason, including for non-compliance with these Official Rules, no additional prize will be awarded.
- ii. Prizes are not transferable or exchangeable and will not be redeemed or exchanged for cash or any other monetary value, except where required by law. In no event will more than the stated number of prizes be awarded. If for any reason a prize and/or any element of a prize is not available, the Sponsor reserves the right to substitute that prize for a prize of equal or greater value, subject to the exclusions outlined in Section 5(A) of these Official Rules.
- iii. The stated retail value of prizes is accurate as of the time these Official Rules were printed and the value of the prize may fluctuate based on winner location and cost of travel. Winners are not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded.
- **6. HOW TO CLAIM A PRIZE:** At the conclusion of each Virtual Event, potential winners will be notified via e-mail using the information disclosed at the time of registration and be provided further details to claim their prize. They will be directed to a prize redemption portal to complete the required information in order to claim the prize within 30 days. If a potential winner does not respond to the initial contact within 30 days, the Sponsor reserves the right to disqualify that entrant and award



the prize to the next fastest entrant from the specific monthly event or the October Grand Final Event. Reserve winners may have less time to respond.

After providing all necessary details in the redemption portal, and before being declared a verified winner, the potential re:Invent Prize winners, or in the case of winners under the age of 25, their parents, legal guardians or guests, must complete, sign, and submit an Affidavit of Eligibility/Liability & Publicity Release and a tax acknowledgement form ("Affidavit"), within fourteen (14) business days from the date it is e-mailed to the potential winner by the Administrator.

An entrant is not deemed a winner of any prize, even if the winning notification should so indicate, unless and until (I) the entrant's eligibility has been verified, (ii) all requirements determined by the Sponsor in order to claim his/her prize have been fulfilled and (iii) the entrant has been notified that the acceptance and verification process is complete. Potential winners must continue to comply with the Official Rules and winning is contingent upon fulfilling all requirements. Potential winners are subject to verification of eligibility and compliance with these Official Rules and/or applicable law. Failure to provide all required information and complete all of the other required activities within the stated time period may result in forfeiture of winner's right to claim a prize, and in the case of re:Invent Prize winners, may result in the prize being awarded to an alternate winner, if time permits.

If permitted, the potential winners may be subject to a background check before the prize is awarded. The Sponsor reserves the right to disqualify the potential winner based on the results of such background check if the Sponsor determines in its sole discretion that awarding the prize to any such individual might reflect negatively on the Sponsor. Upon verification of eligibility, the winner will be contacted regarding prize fulfilment and the Sponsor or Administrator will coordinate travel arrangements (if applicable) within 28 days of prize acceptance. If in the instance a winner has not been contacted regarding prize fulfilment within 28 days, they will have a further 28 days to inform the Sponsor by emailing deepracer-winner@promowinners.com. If a winner does not do so, the Sponsor reserves the right to not reissue the prize or limit its value at the Sponsors sole discretion.

If a potential winner is found to be ineligible, declines to accept the prize, or any winner notification is returned as undeliverable; the potential winner cannot travel on the specified dates; the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification; or if a potential winner does not answer the initial notification, the prize may be forfeited. If a prize is unclaimed, unredeemed or any portion thereof returned as undeliverable, it will be forfeited. Un-awarded prizes will remain the property of the Sponsor. If, after a good-faith attempt, Sponsor/Administrator is unable to award or deliver a prize, that prize will not be reawarded.

7. TAX OBLIGATIONS: FOR US PERSONS, IF THE VALUE OF THE PRIZE AWARDED IS GREATER THAN \$600 THE FAIR MARKET VALUE OF THE PRIZE AMOUNT WILL BE REPORTED ON IRS FORM 1099MISC AND ISSUED TO THE RECIPIENT. TAX IDENTITY INFORMATION WILL BE COLLECTED BY COMPLETING IRS FORM W-9. FOR NON-US PERSONS, THE FAIR MARKET VALUE, CASH EQUIVALENT AND TAXES PAID RELATING TO PRIZES AWARDED ARE SUBJECT TO IRS FORM 1042-S REPORTING. TAX IDENTITY INFORMATION WILL BE COLLECTED BY COMPLETING IRS FORM W8. IN ADDITION, THERE MAY BE ADDITIONAL OR EQUIVALENT TAX FORMS REQURED TO BE ISSUED BASED ON THE WINNER'S COUNTRY OF ORIGIN.

Each winner shall be solely responsible for payment of any and all applicable federal, state, provincial and local taxes for the prize won, including scholarship prizes, and customs clearance fees, if any, in the year the prize is fulfilled (i.e., THE WINNER MAY BE LIABLE FOR TAXES ASSOCIATED WITH A SCHOLARSHIP PRIZE IN THE YEAR THE ADMINISTRATOR PAYS THE COLLEGE, UNIVERSITY, OR ONLINE COURSE THE SCHOLARSHIP PRIZE ON THE WINNER'S BEHALF). Each winner may also be required to sign and return certain tax documentation. Where applicable, the Sponsor may require winners to provide additional tax information, as required by law.



LIMITATION OF LIABILITY: By participating in this Contest, entrants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfilment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (the "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 Contest; (vii) any injury or damage, whether personal or property (including any injury related to participating in a race, or any COVID-19 related illness), to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting or using a prize, 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 Official Rules; 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 Contest or accepting or using a prize, except for any liability which cannot be excluded by law.

The Contest Entities are 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 winner notification or other Contest related e-mail to a spam or junk folder. Nothing in this section shall exclude the Contest Entities, or their respective agents or representatives from liability for death or personal injury caused by the Contest Entities' gross negligence, wilful misconduct, or for any other liability whose limitation is prohibited under applicable law of a participant's jurisdiction of residence.

By entering the Contest, each entrant garees: (I) to be bound by these Official Rules, (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (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 Contest; 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 Contest, including, but not limited to, any Contest-related activity or element thereof, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or wilful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the Contest or prizing (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 prizing (or any element thereof); or (h) the negligence or wilful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of the Contest Entities, the Contest Entities will not be liable for any failure to comply with their obligations or any delay in performing their obligations within these Official Rules if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, earthquake, explosion, industrial dispute, war, terrorist activity, any federal, state, provincial or local government law, order, or regulation, order of any court or jurisdiction, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God or any other circumstances beyond the reasonable control of the Sponsor (each a "Force Majeure" event or occurrence).



In the event of a Force Majeure event or occurrence, the Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such event without any further obligation provided a sufficient number of eligible entries are received. If the Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event or occurrence, a notice will be posted at www.awsdeepracerleague.com.

Entrants shall not provide any illegal content in the course of participating in the Contest.

WITHOUT LIMITING THE FOREGOING, UNLESS PROHIBITED BY LAW, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOTLIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 9. DISPUTES: THIS CONTEST 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.
- **10. PRIVACY POLICY:** The data controller of each entrant's personal data is the Sponsor. The Sponsor and or the Administrator will use the entrants' personal data collected in connection with the Contest for the purpose of (i) running the Contest and fulfilling any prize; (ii) communicating with entrants about the Contest; and (iii) complying with relevant laws and regulations. Sponsor's privacy policy is available at https://aws.amazon.com/privacy/. Any personal information collecting in this Contest will be used in accordance with Sponsor's privacy policy. By participating in this Contest, each entrant consents to the collection, use and disclosure of his or her personal information as set out in the above privacy policy.
- 11. PUBLICITY RIGHTS: By participating in this Contest, each entrant hereby grants the Sponsor and Sponsor's 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 Contest (for residents of France the period of use is limited to five [5] years) for promotion, trade, commercial, advertising and publicity purposes, including preparing a list of the winners, 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. Please contact deepracerwinner@promowinners.com if you prefer that you or your child, if the entrant is a minor, not be filmed or photographed. We will also inform you before a race or event is recorded and you can opt-out or you can opt-out for your child participating in such race at the time.



- 12. INTELLECTUAL PROPERTY. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant (and any minor entrant's parent or legal guardian) hereby irrevocably grants to the Sponsor, and its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit, make derivative works of and otherwise use each entrant's Reinforcement Learning Model, in whole or in part, in the Contest and in connection with the marketing, advertising and promotion of the Contest in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Reinforcement Learning Model for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called "Moral Rights" (as defined below) they may have therein, or (if waiver is not effective) irrevocably provides his or her consent for the Sponsor to do any and all acts that may infringe, any and all such Moral Rights. The Contest Entities shall have the right to freely assign their rights hereunder, in whole or in part, to any person or entity. The rights granted herein shall include, without limitation (I) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to adapt, rearrange, delete from, add to and or make changes to the Reinforcement Learning Model, and to use all or any part thereof in new versions, adaptations as Sponsor shall from time to time determine in its sole discretion; (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Reinforcement Learning Model as may be conferred under any applicable laws, regulations or directives, including, without limitation, any treaty, European Union ("EU") directives and/or enabling or implementing legislation, or any law or regulation enacted by the member nations of the EU or any other jurisdiction; and all rights generally known as "moral rights" or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under the applicable laws of any country of the world [including, without limitation, the so-called right of paternity (droit a la paternite), right of integrity [droit au respect de l'oeuvre], right of withdrawal [droit de retrait or droit de repentir] and/or right of publication [droit divulgation]) which the entrant may have in connection with the Reinforcement Learning Model (collectively, the "Moral Rights")). In addition to the fullest extent allowable under any applicable law, each entrant hereby irrevocably waives or assigns to Sponsor entrant's Moral Rights. Sponsor shall retain the rights granted in each Reinforcement Learning Model even if the Reinforcement Learning Model is disqualified or even it if it determined that the entrant who made the Reinforcement Learning Model is ineligible to enter the Contest.
- 13. NATURE OF RELATIONSHIP / NO EQUITABLE RELIEF. Each entrant (and any minor entrant's parent or legal guardian) hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Reinforcement Learning Model to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Reinforcement Learning Model. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Reinforcement Learning Model and/or each other in theme, idea, plot, format, or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Reinforcement Learning Model. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Reinforcement Learning Model or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.



14. MISCELLANEOUS: All entries must be made by a natural person. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of their prize. In the event of any complaints, questions, or comments the entrant should contact the Sponsor by sending an email to: deepracerleaguewinners@amazon.com. The Sponsor will use reasonable efforts to respond within thirty (30) days. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest.

In the event of a dispute as to the identity of an entrant and/or winner, the entry/prize claim will be declared made by the primary account holder of the e-mail account associated with the e-mail account used to enter the Contest. Potential winners 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.

The Sponsor or Administrator are 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 the Contest Entities in writing, at the address below, if the entrant changes their e-mail address, mailing address and/or telephone number during the Contest Period. If any provision of these Official Rules 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 Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision.

Failure of the Contest Entities to enforce any term of these Official Rules 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 Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Contest as set forth in these Official Rules shall prevail. The Contest Entities reserve the right to modify any aspect of the Contest, including these Official Rules, at their sole discretion.

- **15. WINNER LIST:** A winners list will be made available at: https://www.promowinners.com/AWSdeepracer2022
- **16. SPONSOR:** Amazon Web Services, Inc., 410 Terry Avenue, Seattle, WA, USA, 98109-5210 (the "Sponsor").
- **17. ADMINISTRATOR:** PromoVeritas Ltd, Monument House, 215 Marsh Road, London HA5 5NE, UK (the "Administrator").
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