The 2023 AWS DeepRacer Student League

September 2023 Race

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER.

ENGLISH LANGUAGE SKILLS NECESSARY FOR PARTICIPATION.

Entries originating from any jurisdiction expressly voided under these terms and conditions (“Official Rules”), are not eligible for entry.

1. Overview. The 2023 AWS DeepRacer Student League (the “League”) is a AWS-sponsored, global autonomous racing league, unassociated with any official or country-specific esports league, focusing on artificial intelligence and machine learning technology. High school-level or higher level students from countries in six global, geographical regions can compete in races online (the “Contest”) and improve their skills using these quickly-developing technologies. The Contest will determine who qualifies for the DeepRacer Student World Championship (“Finals”). There will be seven (7) contests during League play in 2023, each producing Finals Participants (as defined below) who will compete in the Finals. The definition of Eligible Jurisdictions (as defined below) may change over the course of the League in 2023.

2. Eligibility. The Contest is open to natural persons (“Individuals”) who meet all of the following requirements:

2.1. **Age** – Individuals at time of entry must be at least 16 years of age and a full-time, enrolled student in a high school or other secondary school, or college or other higher-level educational institution (“School/College”).

2.2. **Jurisdictions** – Individuals must be a resident of one of the following eligible jurisdictions: Algeria, Argentina, Australia, Bangladesh, Belgium, Canada (except the Province of Quebec), China, Colombia, Egypt, Ethiopia, Finland, France, Germany, Hong Kong, India, Indonesia, Israel, Japan, Jordan, Malaysia, Mexico, Nepal, Netherlands, New Zealand, Nigeria, Pakistan, Peru, Poland, Romania, Rwanda, Singapore, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, Tunisia, Turkey, Uganda, Ukraine (except the territory of Crimea, and the so-called Republics of Donetsk and Luhansk), United Kingdom, United States of America (excluding territories or possessions, but including the District of Columbia), or Vietnam (“Eligible Jurisdictions”).

2.3. **Exclusions** – The following are not eligible: (i) Individuals located in or resident of countries or territories subject to U.S. sanctions, including: Cuba, Iran, North Korea (Democratic People’s Republic of Korea), Syria, and the Crimea region, and the so-called People’s Republics of Donetsk and Luhansk; (ii) Individuals designated on, or working on behalf of or at the direction of any person designated on, the Specially Designated Nationals and Blocked Persons List, the Denied Persons List, or other
similar lists maintained by the U.S. Office of Foreign Assets Control or the Bureau of Industry and Security; (iii) employees, contractors, directors and officers of Amazon Web Services, Inc., 410 Terry Avenue, Seattle, WA, USA, 98109-5210 (“Organizer”) or its subsidiaries, affiliates and agents and Promo Veritas Limited, Monument House, 215 Marsh Rd, Pinner HA5 5NE, United Kingdom (“Administrator”), as well as the Immediate Family of each such employee; and (iv) residents of the Canadian Province of Quebec, or the Argentinean provinces of Mendoza, Neuquén, Rio Negro, Salta and Tierra del Fuego. (“Immediate Family”) shall mean an Individual who is a spouse, parent, sibling, child, or household member.

2.4. Employer/Entity Permission/Acknowledgement – Individuals hereby represent and warrant that their participation in the Contest will not violate any third-party rights or obligations, including without limitation policies or procedures of an employer or an entity created pursuant to the laws of its jurisdiction, which may include without limitation a university or other educational/research institution (“Entity”) or contractual obligations to or restrictions of an employer or Entity. To the extent an Individual’s participation is within the scope of his or her employment as an employee, contractor, or agent, or the purview as a student, member, representative or otherwise of an Entity, the Individual must have notified his or her employer or the Entity, as applicable, at the time of entry in the Contest, including without limitation the potential receipt of a prize. For the avoidance of doubt, Individuals who are students at a university must meet the requirements of this subsection. Organizer reserves the right to request documented confirmation of any such approval or acknowledgment from Entrant’s employer or any Entity, as applicable. Organizer may disqualify any Entrant who fails to provide such documentation immediately upon Organizer’s request thereof in Organizer’s sole and absolute discretion.

2.5. Entrant – An Individual who (i) meets the applicable eligibility requirements set forth in Section 2 of these Official Rules; (ii) provides all of the required information on the Contest site and signifies and affirms agreement to these Official Rules in full to the extent permissible by law; and (iii) participates in the Contest pursuant to Section 5 is an Entrant (“Entrant”).

2.6. English – Individuals must fluently speak, read, write, and understand English.

2.7. Entity Exclusions –Entities must NOT (i) have any legal jurisdiction incorporation or business registration presence in Belarus, Cuba, Iran, North Korea, Russia, Syria, and the territory of Crimea, and the so-called Republics of Donetsk and Luhansk; (ii) be on the Entity List or other similar lists maintained by the U.S. Office of Foreign Assets Control or the Bureau of Industry and Security; or (iii) be a parent or subsidiary of the Organizer.

2.8. Contest is void outside of the Eligible Jurisdictions and where prohibited.

3. General Conditions of Participation.

3.1. By participating, Entrant signifies and affirms Entrant’s acceptance of these Official Rules in their entirety. Receipt of any prize offered in this Contest is dependent upon Entrant’s compliance in full with these Official Rules.

3.2. Entrant agrees that Organizer may disqualify any Entrant it finds to be tampering with the operation of the Contest or to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any Entrant to deliberately undermine the legitimate operation of the Contest may be a violation of the law, and
Organizer reserves all rights to seek damages and other remedies (including attorneys’ fees) from any such Entrant to the fullest extent permitted by law.

3.3. Organizer is not responsible for incorrect or inaccurate entry information or content submitted by Entrant whether caused by internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error out of the Organizer’s control which may occur in the administration of the Contest.

3.4. All terms and conditions of any Contest-associated website apply.

3.5. Multiple Entrants are not permitted to share the same email account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that Entrant’s entry and that Entrant may be disqualified.

3.6. Use of any automated, programmed, robotic, or similar means of entry system to participate is prohibited and will result in disqualification.

3.7. In the event of a dispute as to any email account, the authorized account holder of the email address used to register on the platform or for the account will be deemed to be the Entrant. The “authorized account holder” is the Individual assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

3.8. Receipt of entries will not be acknowledged or returned. Organizer is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic out of the Organizer’s control. Proof of submission will not be deemed to be proof of receipt by Organizer.

3.9. Entrants must comply with the applicable laws, decrees, regulations and guidelines of their jurisdiction of residence, and Organizer will have no obligation to change or modify any of these Official Rules or take any further action as a result of such laws, decrees, regulations or guidelines of any jurisdiction, except as is otherwise provided in these Official Rules. See Section 11, below.

3.10. Organizer’s decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Organizer, which will be final and binding in all matters relating to the Contest.

4. Timing.

4.1. All times are expressed in Greenwich Meridian Time (“GMT”).

4.2. The Contest begins 1 September 2023, 00:00:01 and concludes 30 September 2023, 23:59:59 (the “Contest Period”).

4.3. Organizer’s computer is the official time-keeping device for the Contest. Entrant is responsible for determining the corresponding time in his or her jurisdiction. Please see world clock http://www.timeanddate.com/worldclock for time zone conversion information. Dates listed in the above chart may vary slightly. If any date is changed, Organizer will post the changes on the Contest site located at www.deepracerstudent.com. Please check the site regularly.
4.4. The Finals will be held on or about October 9 through October 20, 2023. Timing is to be determined.

4.5. Registration/Submission

4.5.1. To race, an eligible Individual must log in to the Contest site, and provide his or her School/College, country, graduation year, and other personal data (subject to Section 13, below), and must agree these Official Rules. From the Contest site home page the Entrant can choose “join race” and “select model to begin.”

4.5.2. Entrant must complete all required fields in English.

4.5.3. All Entrants may use up to ten (10) hours of free training provided by Organizer. The training will enable Entrants to learn how to train their models.

4.5.4. Entrant must create a DeepRacer model that may be custom built or adapted from one of the reward function examples available on the AWS console (“AWS DeepRacer Reinforcement Learning Model”).

4.5.5. Entrants must follow all instructions on the Contest site to train their AWS DeepRacer Reinforcement Learning Models. The submitted AWS DeepRacer Reinforcement Learning Model will then be programmatically raced on the leader board’s indicated competition track.

4.6. Racing

4.6.1. Submissions of AWS DeepRacer Reinforcement Learning Models must comply with the Restrictions defined below in Section 7 and all racing instructions and rules that may be required by Organizer. Failure to conform constitutes grounds for disqualification.

4.6.2. The AWS DeepRacer service will automatically evaluate the performance of Entrant’s Reinforcement Learning model on the race track.

4.6.2.1. The total lap time for the first 3 consecutive laps to complete 100% of the track will be used as Entrant’s lap time.

4.6.2.2. If the car does not complete at least 3 consecutive laps after a 20-minute evaluation, Entrant’s lap time will display as DNF, and Entrant will not be entered into the leader board.

4.6.3. After the Contest, the race results will be displayed (display name, rank, lap time, country) on the AWS DeepRacer Student League website.

4.6.4. In the event that two or more Entrants have exactly the same lap time during the Contest, the tie will be broken by assessing the fewest offtrack penalties and secondarily the single best lap time between the two tied racers with matching time. If a tie still exists, the tie will be broken by assessing which of the tied racers has submitted the fewest number of models.

4.7. Notification of Potential Winners and Verification

4.7.1. Following the close of the Contest, all lap times submitted will programmatically and automatically be calculated to identify:

4.7.1.1. The top fastest 10% of racers from each country based on the cumulative 3-lap total time of their best attempt of that month (“Country-Specific Top Finishers”); and

4.7.1.2. The top five (5) fastest racers based on the cumulative 3-lap total time of their best attempt of that month from each of six (6) geographic region (determined in Organizer’s sole discretion) (“Regional Top Finishers”). The six geographical regions are:
4.7.1.2.1. North America
4.7.1.2.2. South America
4.7.1.2.3. Europe and the United Kingdom
4.7.1.2.4. Asia Pacific, Australia, New Zealand, India, and Japan
4.7.1.2.5. China, Taiwan, and Hong Kong
4.7.1.2.6. Middle East and Africa

4.7.2. The fastest one (1) racer from each of the geographic regions set forth above shall be a “Potential Finals Participant.”

4.7.3. Organizer reserves the right to select fewer than the specified total finishers if fewer than the number specified in the Official Rules submit an AWS DeepRacer Reinforcement Learning Model or if fewer than the specified number agree to verification, release, and security requirements set forth below.

4.7.4. Potential Finals Participants are subject to a certification process whereby Entrants will be required to provide certain information to Administrator within a designated period of time, including without limitation documentation as required by Organizer related to the Potential Finals Participant’s School/College. Based on the information provided by the Potential Finals Participants, Organizer will determine, in its sole and absolute discretion, whether each Potential Finals Participant will be declared a confirmed Finals Participant.

4.7.5. As may be required by Organizer in its sole discretion, the Potential Finals Participant’s parent(s) or legal guardian must execute any document referenced herein as well as an acknowledgment and agreement to these Official Rules on behalf of the Potential Finals Participant to the satisfaction of Organizer.

4.8. Finals

4.8.1. On or about October 3, 2023, Organizer will notify by email confirmed Finals Participants, as well as their parents/legal guardians if the Finals Participants are minors in their respective jurisdictions of residence. Such notification may contain additional instructions as to participation in the Finals.


4.8.2.1. Semi-Final Round

4.8.2.1.1. Organizer, in its sole discretion, will divide the Finals Participants into three (3) groups of approximately equal numbers. Finals Participants in each such group will compete among themselves in the Semi-Final Round in accordance with specific instruction provided by Organizer.

4.8.2.1.2. After the race for each group, the Semi-Final Round race results for that group will be displayed (display name, rank, lap time, country) on the AWS DeepRacer Student League website.

4.8.2.1.3. In the event that two or more Finals Participants in a group during the Semi-Final Round have exactly the same lap time during a race, the tie will be broken by the same order of tiebreakers set forth in Subsection 5.2.3.

4.8.2.1.4. Following the Semi-Final Round races in all three groups, the top six (6) fastest racers from each group, as determined by Organizer, shall be “Championship Finalists.”

4.8.2.2. Championship Round
4.8.2.2.1. Championship Finalists shall compete in the Championship Round consisting of a Twitch live broadcast.

4.8.2.2.2. Each Championship Finalist has two (2) attempts of two (2) minutes each to complete his or her single best lap time.

4.8.2.2.3. Penalties apply in specified situations:
   4.8.2.2.3.1. Going off track results in a three (3) second penalty.
   4.8.2.2.3.2. Other penalties announced at or before the Finals may apply.

4.8.2.2.4. In the event that two or more Championship Finalists have exactly the same lap time during the Championship Round, the winner will be determined by the least number of penalties/offtracks. If a tie still exists, the tie will be broken by the most number of laps completed.

4.8.2.2.5. Following all Championship Round races, the lap times submitted will be reviewed by the Administrator, the independent promotional verification service to identify the top five (5) fastest racers, who shall be ranked in order of fastest time.
   4.8.2.2.5.1. Top fastest is “Grand Champion.”
   4.8.2.2.5.2. Second fastest is “Second Champion.”
   4.8.2.2.5.3. Third fastest is “Third Champion.”
   4.8.2.2.5.4. Fourth fastest is “Fourth Champion.”
   4.8.2.2.5.5. Fifth fastest is “Fifth Champion.”

5. Intellectual Property.

5.1. By entering, each Entrant warrants and represents the following with respect to Entrant’s submission(s) consisting of all materials used and provided as part of the Contest, including without limitation all DeepRacer Reinforcement Learning models submitted (“Submission”): (a) Entrant is the sole and exclusive owner of the Submission and Entrant has all appropriate rights, powers and authority to grant Organizer all licenses to the Submission as set forth herein; (b) Entrant is not subject to any prior contractual, employment or third party commitments that would restrict Entrant’s ability to create and enter the Submission; (c) the Submission will not infringe on any rights of any third parties, and Entrant has all appropriate rights to use, and to grant Organizer the right to use, any third party content or technology used to develop or contained in the Submission; (d) to the extent possible under applicable law, no party can invoke any moral rights in relation to the Submissions that have not been duly waived; (e) the Submission and Entrant’s participation does not violate any local, state, provincial, national or foreign law; (f) the Submission does not contain the confidential information of any third party, and to the extent it contains Entrant’s confidential information, such information immediately becomes non-confidential the moment Entrant submits the Submission to Organizer and (g) the Submission is not being submitted on behalf of any Entity, including without limitation, any education institution or any other third party.

5.2. By making a Submission, Entrant acknowledges and agrees that Organizer and its designees (i) are continually and independently of the Contest and Entrant’s Submission working on creating, developing, improving upon and expanding Organizer's product and service offerings, including supporting autonomous car technology, accessories and systems, and may already be developing or may develop in the future products, services, technology, networks, software, and systems that are similar or identical to the
Submission; and (ii) may receive Submissions from other Entrants that may be similar or identical to the Submission Entrants submit. By entering this Contest, Entrant hereby releases Organizer for use of Entrant’s intellectual property rights related to the Submission, and hereby agrees not to sue Organizer, its employees, directors, affiliates, subsidiaries, parents, agents, successors and assigns for any actual or alleged infringement or misappropriation by any Organizer product, service, technology, network, software, or system of Entrant’s intellectual property rights related to the Submission. Furthermore, Entrant hereby waives any and all claims Entrant may have had, may currently have, and/or may have in the future related to Organizer's review, acceptance, and/or use of the Submission, and agrees that Organizer is under no obligation to review, use, or in any way process Entrant’s Submission. Further, Organizer is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that Organizer sees fit, independent of Entrant and at Organizer's sole discretion, any technology or innovation that is created independent of Entrant’s Submission. Participating in this Contest does not create an obligation on either Entrant’s part or Organizer’s part to enter into any business relationship or sign any commercial agreement, and Entrant acknowledges that the intent of the Contest is to encourage people to suggest their ideas and innovations to Organizer.

5.3. Winners understand and agree that Organizer shall have exclusive third party commercial marketing rights with respect to the Submission and any commercial development thereof.

6. Submission Restrictions: By entering the Contest, each Entrant agrees that Entrant’s AWS DeepRacer Reinforcement Learning Model conforms to the Submission Restrictions as defined below (collectively, the “Restrictions”) and that Organizer, in its sole discretion, may remove any submission and disqualify an Entrant from the Contest if it believes, in its sole discretion, that the Entrant’s AWS DeepRacer Reinforcement Learning Model fails to conform to the Restrictions.

6.1. Entrant using an unauthorized AWS DeepRacer Reinforcement Learning Model, as determined by Organizer in its sole discretion, will be disqualified.

6.2. Limit: Entrant can submit up to 50 Reinforcement Learning models during the Contest Period.

7. Prizes.

7.1. Five (5) Champion Prizes:

7.1.1. One (1) Grand Champion Prize: A Scholarship Grant, as defined below, with a total value of USD $10,000.

7.1.2. One (1) Second Champion Prize: A Scholarship Grant, as defined below, with a total value of USD $5,000.

7.1.3. One (1) Third Champion Prize: A Scholarship Grant, as defined below, with a total value of USD $3,000.

7.1.4. One (1) Fourth Champion Prize: A Scholarship Grant, as defined below, with a total value of USD $2,000.

7.1.5. One (1) Fifth Champion Prize: A Scholarship Grant, as defined below, with a total value of USD $1,000.

7.1.6. “Scholarship Grant” is a grant provided by Organizer to the winner’s School/College for the winner’s benefit. Organizer reserves the right to modify the grant as necessary to comply with local laws, School/College requirements, or other
reasons in Organizer’s sole discretion that would be in the best interest of the winner and the Contest.

7.2. **Up to Thirty (30) Regional Top Finisher Prizes**: A gift card voucher good for no more than USD $400 toward the purchase of a DeepRacer car on amazon.com.

7.3. **Up to Seven hundred and fifty (750) Country-Specific Top Finisher Prizes**: A gift card for USD $50 good on amazon.com.

7.4. **General Prize Restrictions**:

7.4.1. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Organizer reserves the right to substitute a prize of equal or greater value. All federal, state, provincial and local taxes and unspecified expenses (including social contributions and/or VAT Taxes, where applicable) are the responsibility of each Finals Participant Winner.

7.4.2. All prizes involving gift cards may be awarded in a local currency at Organizer’s discretion. The amount of the prize when converted into such local currency shall be at the then-effective exchange rate for U.S. dollars into the local currency at the time of prize award.

7.4.3. **AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO ORGANIZER ALL DOCUMENTATION REQUESTED BY ORGANIZER TO PERMIT IT COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL OR OTHER TAX REPORTING LAW OR REGULATIONS IN THE UNITED STATES AND IN THEIR RESPECTIVE JURISDICTION. IF APPLICABLE, ALL PRIZES WILL BE NET OF ANY TAXES ORGANIZER IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.**

7.4.4. Refusal by any Entrant or his/her parent or legal guardian to submit such documentation or complete any required forms or obligations to the satisfaction of Organizer within the time frame designated shall result in such winner forfeiting the prize, leaving it unclaimed.

7.4.5. **Limit one (1) prize category per person during any calendar year.**

8. **Release**.

8.1. **BY PARTICIPATING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO THE NON-EXCLUDABLE GUARANTEES (DEFINED BELOW) ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS ORGANIZER, ITS PROMOTIONAL PARTNERS, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES, CONTENT PROVIDERS, PRODUCERS AND DISTRIBUTORS OF CONTENT AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, “RELEASED ENTITIES”), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF
PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION.

9. Limitation of Liability; Disclaimer of Warranties.

9.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE ANY WEBSITES ASSOCIATED WITH THIS CONTEST, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE 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. SOME JURISDICTIONS DO NOT ALLOW (I) THE EXCLUSION OF IMPLIED WARRANTIES ON APPLICABLE STATUTORY RIGHTS; AND (II) LIMITATIONS ON A CONTRACTING PARTY’S LIABILITY WITH REGARDS TO DAMAGES OR DEATH CAUSED DUE TO ITS NEGLIGENCE OR INTENTIONAL MISCONDUCT, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN SOME CASES. THIS LIMITATION MAY NOT BE ENFORCEABLE IN ALL JURISDICTIONS AND THEREFORE MAY NOT APPLY TO ALL ELIGIBLE PARTICIPANTS. FURTHER, NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE OR MODIFY ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS AND CONDITIONS TO BE VOID (“NON-EXCLUDABLE GUARANTEES”). CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9.2. For Residents of Colombia, Finland, Germany, Italy, and Spain only: This limitation to the amount of damages does not apply.

9.3. For Residents of Poland only: Complaints regarding the Contest proceedings may be submitted in writing to Organizer’s address within 21 days of the end of the Contest. A written complaint should include: name, address of the Entrant, as well as detailed description of the complaint. A complaint will be resolved within 14 days of receipt by the Organizer. The decision will be communicated to the Entrant in writing by a registered letter sent to the address included in the complaint within 7 days of the resolution of the complaint.

10. Cancellation/Modification.

10.1. Except where prohibited, Organizer reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, global pandemic, fraud, force majeure, or other causes beyond its reasonable control corrupt or affect the administration,
security, fairness, or proper conduct of the Contest and/or as a result of any applicable law, regulation, decree or guideline, or for any reason at all, in Organizer’s sole discretion.

10.2. If Organizer decides to cancel or modify this Contest in accordance with these Official Rules, it will provide a notice of such cancellation or modification on the Site or in a social media post from its owned and operated channels. Organizer reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Organizer may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Organizer representatives.

10.3. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE ORGANIZER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Disputes; Governing Law. To the fullest extent permitted by law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. For Italian and Swedish consumers only: any disputes arising out of or in connection with these Official Rules shall be subject to the jurisdiction of the competent court of the place where she or he has her or his residence or domicile.

11.1. 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 KING COUNTY, 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. The
parties agree not to raise the defense of forum non conveniens.

12. Use of Data. The data controller of each entrant’s personal data is the Organizer. The
Organizer 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. Organizer’s
privacy policy is available at https://aws.amazon.com/privacy/. Any personal information
collecting in this Contest will be used in accordance with Organizer’s privacy policy. By
participating in this Contest, each entrant acknowledges the collection, use and disclosure of
his or her personal information as set out in the above privacy policy.

13. Name of Winner/List of Winners. To obtain a list of Championship Prize Winners
including country and/or city and state of residence, as applicable, send a self-addressed,
stamped envelope with sufficient postage by January 31, 2024 to: Amazon Web Services,
Inc., ATTN: DeepRacer 2023, 410 Terry Avenue, Seattle, WA, USA, 98109-5210.

14. Severability. If the application of any provision of these Official Rules to any particular
facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a
court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity,
legality and enforceability of such provision as applied to any other particular facts or
circumstances, and the other provisions of these Official Rules, shall not in any way be
affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent
possible. In addition, if any provision contained in these Official Rules shall for any reason
be held to be excessively broad as to duration, geographical scope, activity or subject, it shall
be construed by limiting and reducing it, so as to be enforceable to the extent compatible
with applicable law. Organizer’s failure to enforce any term of these Official Rules shall not
constitute a waiver of that provision.

15. Not an Offer of Employment. Nothing in these Official Rules is an offer or contract of
employment of any kind with any Individual. Entrant acknowledges that Entrant’s AWS
DeepRacer Reinforcement Learning Model(s) have been submitted voluntarily and not in
confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency or other
relationship or implied-in-fact contract now exists between Entrant and Organizer or any of
the Released Parties and that no such relationship is established by submission of any
Content pursuant to these Official Rules.

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