

The 2023 AWS DeepRacer League (Virtual Circuit Racing)

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 League (the “**Contest**”) is an AWS-sponsored, global autonomous racing league, unassociated with any official or country-specific esports league, focusing on artificial intelligence and machine learning technology. Developers from across the globe can compete in races online and improve their skills using these quickly-developing technologies. The Contest will determine the invitees to the 2023 AWS DeepRacer Championship Cup Finals (“**Finals**”), to be held in Las Vegas, Nevada, USA on 27 November 2023 – 1 December 2023. AWS conducts other concurrent racing formats that will also determine additional invitees to the Finals.
2. **Eligibility.** The Contest is open to natural persons (“**Individuals**”) who meet all of the following requirements:
 - 2.1. Age – Individuals must be at least the age of majority in their jurisdictions of residence.
 - 2.2. Exclusions – The following are not eligible: (i) Individuals located in or resident of countries or territories subject to U.S. sanctions, including: Belarus, Cuba, Iran, North Korea, Russia, Syria, and the territory of Crimea, and the so-called 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) Individuals located in or resident of Brazil, Italy, the Philippines, or the Argentinean provinces of Mendoza, Neuquén, Rio Negro, Salta and Tierra del Fuego; (iv) 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, 215 Marsh Road, Pinner, HA5 5NE, London, United Kingdom (“**Administrator**”), as well as the Immediate Family of each such employee. (“**Immediate Family**”) shall mean an Individual who is a spouse, parent, sibling, child, or household member.
 - 2.3. 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, instructors, or professors at a university, or otherwise employed by 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.

- 2.4. Entrant – An Individual who meets the applicable eligibility requirements set forth in Section 2 of these Official Rules, affirms agreement to these Official Rules in full, and participates in the Contest pursuant to Section 5 is an Entrant (“**Entrant**”).
- 2.5. English – Individuals must fluently speak, read, write, and understand English.
- 2.6. Entity Exclusions –Entities must NOT (i) have any legal jurisdiction incorporation or business registration presence in Belarus, Cuba, Iran, North Korea (Democratic People's Republic of Korea), Russia, Syria, and the territory of Crimea, and the so-called People's 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.
- 2.7. Void where excluded or prohibited.

3. General Conditions of Participation.

- 3.1. By submitting an AWS DeepRacer Reinforcement Learning Model as described below, 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. Organizer seeks no promises or favoritism for itself or any of its related companies or affiliates in exchange for the opportunity to participate in the Contest. By entering the Contest, Entrant represents, warrants, and agrees that (i) Entrant's participation in the Contest – including acceptance of any prize – will not violate any law, regulation, policy or rule in Entrant's country, state, province, or local municipal location; and (ii) any potential prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Organizer obtaining or retaining business or a business advantage.
- 3.3. 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.
- 3.4. 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.
- 3.5. All terms and conditions of any Contest website apply.

- 3.6. 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.
- 3.7.
- 3.8. 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.
- 3.9. 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.
- 3.10. 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.
- 3.11. 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 rules and the decisions of the Organizer, which will be final and binding in all matters relating to the Contest. Once users submit a model, they cannot change their submissions. The model will automatically be evaluated and posted on the leader board subject to the Submission Restrictions set forth in Section 7.

4. Timing of Contest Stages for Virtual Circuit.

- 4.1. Time frames for Contest stages are set forth below. All times are expressed in Greenwich Meridian Time ("GMT"). There will be eight (8) monthly virtual races in the virtual circuit (the "**Virtual Circuit**") starting in March, 2023, and concluding at the end of October, 2023 (the "**Tournament Period**"). The March race will begin at 20:00:01 on March 1, 2023 and end at 23:59:59 on March 31, 2023. Each of the subsequent virtual races will begin at 00:00:01 on the first day of each month at and ending at 23:59:59 on the last day of each month during the Tournament Period. Each monthly period is a "**Race**."
- 4.2. 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.deepracerleague.com. Please check the site regularly.

5. Contest Structure.

- 5.1. Registration/Submission

- 5.1.1. To race in a virtual Race, an eligible Individual must establish and log onto his/her AWS account and navigate to the AWS DeepRacer service in the AWS console. Accept these Official Rules and provide a racer alias that will be used throughout the entire Virtual Circuit as well as all other personal information required. Establishing an AWS account is free.
- 5.1.2. Entrant must complete all required fields in English.
- 5.1.3. 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”). Entrant must submit his or her AWS DeepRacer Reinforcement Learning Model to the relevant virtual Race in the DeepRacer League Virtual Circuit section, where it will be evaluated. The submitted AWS DeepRacer Reinforcement Learning Model will then be programmatically raced on the leader board’s indicated competition track.. Entrant can submit multiple models to any given virtual Race, but only the Entrant’s best lap time will be kept.

5.2. Racing

- 5.2.1. 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.
- 5.2.2. Each virtual Race will have a race track assigned to it. The AWS DeepRacer service will automatically evaluate the performance of Entrant’s Reinforcement Learning model on the race track.
 - 5.2.2.1. The total lap time for the first 3 consecutive laps to complete 100% of the track will be used as Entrant’s lap time.
 - 5.2.2.2. 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.

5.3. Race Results and Point Calculation

- 5.3.1. After the Race, the race results will be displayed (display name, rank, lap time, country) on the AWS DeepRacer League website.
- 5.3.2. After the close of each Race, Entrants receive points based on their final positions on each respective season leader board.
- 5.3.3. The points are calculated as follows: 1st place receives 10 points; 2nd place receives 9 points; 3rd place receives 8 points; and so on to 10th place, which receives 1 point. All other Entrants receive 1 point for each month they appear on a leader board.
- 5.3.4. All of Organizer’s decisions are final.
- 5.3.5. Points will aggregate across all monthly Virtual Circuit Races. Points from other racing circuits that may be conducted and sponsored by Organizer (e.g., Summit Circuit races) will not count towards points in the Virtual Circuit, and vice versa.

5.4. Ties

- 5.4.1. In the event that two or more Entrants have exactly the same lap time during a Race, the winner will be the Entrant that achieved his or her lap time first as determined by looking at whose submissions had the fewest off track penalties and, secondarily, whose fastest single laps from each month were fastest.

5.4.2. The determinations are made programmatically and automatically. In the case of an exact tie (down to the thousandth of a second) both/all tied Entrants receive the higher of the two points designations.

5.4.2.1. For avoidance of confusion, if 4th and 5th place winners are an exact tie, both shall receive 4th place points, i.e., 7 points for that month. No additional points will be awarded for racers below them – i.e., 6th place will still receive 5 points.

5.5. Notification of Potential Winners and Verification

5.5.1. Following the close of each monthly Virtual Circuit Race, all lap times submitted in each relevant Virtual Circuit Race will programmatically and automatically be calculated to identify:

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

5.5.1.2. The top five (5) fastest racers based on the cumulative 3-lap total time of their best attempt during the Race period from each of six (6) geographic region (determined in Organizer’s sole discretion) (“**Regional Top Finishers**”). The six geographical regions are:

5.5.1.2.1. North America

5.5.1.2.2. South America

5.5.1.2.3. Europe

5.5.1.2.4. Asia Pacific

5.5.1.2.5. Greater China

5.5.1.2.6. Middle East and Africa

5.5.1.3. The top points scorer across all of the monthly Virtual Circuit Races based on global rankings shall be the Global Potential Invitation Prize Winner. The top cumulative points scorer across all of the monthly Virtual Circuit leader boards in each of the six geographical regions shall be the Regional Potential Invitation Prize Winner (together the, “Potential Invitation Prize Winners”).

5.5.1.4. In the event that a regional season or global season standing winner has already received this prize type in past races during the 2023 season, the Global Potential Invitation Prize Winner will first be determined as the next eligible winner based on total season points across global leader boards and then each of the six Regional Potential Invitation Prize Winners will be determined by discounting those who have already received this prize type on each regional leader board.

5.5.2. Organizer and/or Administrator may name additional Potential Invitation Prize Winners, in its/their sole discretion based on objective criteria.

5.5.3. 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.

5.5.4. Potential Invitation Prize Winners are subject to a certification process whereby Entrants will be required to provide certain information to Organizer and/or Administrator within a designated period of time. Based on the information provided by the Potential Invitation Prize Winners, Organizer will determine, in its

sole and absolute discretion, whether each Potential Invitation Prize Winner will be declared a confirmed Invitation Prize Winner.

5.5.5. Pursuant to its certification process, and within 30 days of notification of potential prize or 10 days of notification for potential winners qualifying in the October Race, Organizer and/or Administrator may require Potential Invitation Prize Winners to:

- 5.5.5.1. Submit a copy of an official government-issued identification for proof of identity, residency, and age;
- 5.5.5.2. Agree, sign, and submit documents confirming
 - 5.5.5.2.1. Eligibility;
 - 5.5.5.2.2. Ownership of the rights to his or her AWS DeepRacer Reinforcement Learning Model;
 - 5.5.5.2.3. Agreement to keep status as a Invitation Prize Winner confidential until Organizer makes a public announcement; and
 - 5.5.5.2.4. Release of the Organizer and the Released Parties;
- 5.5.5.3. Agree that Organizer (or its designated agent) may conduct a background check on the Entrant, subject to applicable law,;
- 5.5.5.4. Agree, sign, and submit a publicity release, to the extent permitted in the Entrant's jurisdiction of residence;
- 5.5.5.5. Complete and submit to Organizer (or its designated agent) an IRS form W-9 (potentially applicable to US residents) or an IRS form W8-BEN (potentially applicable to non-US residents), as applicable ("**IRS**" means the Internal Revenue Service, which is the tax authority for the United States);
- 5.5.5.6. Agree to be available to meet with Organizer for video or telephonic interviews during the 2023 DeepRacer Championship Cup Finals regarding personal profiles and other topics related to the Contest;
- 5.5.5.7. Certify that acceptance of any prize awarded in the Contest:
 - 5.5.5.7.1. Will not violate any third-party rights or obligations, including without limitation an employer's policies or procedures; and
 - 5.5.5.7.2. Is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Organizer obtaining or retaining business or a business advantage;
- 5.5.5.8. Confirm Entrant's availability to travel in or to the U.S. including evidence of valid identification, passport, and travel visa to participate the Finals;
- 5.5.5.9. Represent and warrant that Entrant, if applicable, shall not take any action or make any statement to disparage or adversely affect the name, reputation or goodwill of the Organizer or any of the Released Parties, as defined below; and
- 5.5.5.10. Acknowledge the timing and requirements for travel associated with the Finals.

5.5.6. Subject to verification and Organizer-confirmed compliance with these Official Rules, a Potential Invitation Prize Winner shall be an "**Invitation Prize Winner**."

6. Intellectual Property.

- 6.1. 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.

6.2. 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.

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

7. **Submission Restrictions.**

7.1. 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.

- 7.2. Entrant may only compete with his or her own AWS DeepRacer Reinforcement Learning Models. Anyone who shares Reinforcement Learning models or uses shared Reinforcement Learning models, will be disqualified.
- 7.3. Entrant may only submit his or her Reinforcement Learning models to the virtual Race while the virtual Race is open.
- 7.4. **Limit:** You can submit up to 50 Reinforcement Learning models per month to a Virtual Circuit Race.

8. Prizes.

- 8.1. Up to Seventy-Six (76) Invitation Winner Prizes: Travel to and attendance at the 2023 DeepRacer Championship Cup Finals (the "**Trip Prize**").
 - 8.1.1. The Trip Prize consists of a six (6) day, five (5) nights for Invitation Prize Winner to the 2023 DeepRacer Championship Cup Finals, to be held at in Las Vegas, Nevada, U.S.A.
 - 8.1.2. The Trip Prize includes round-trip coach airfare from major gateway airport nearest the Invitation Prize Winner's residence, One (1) conference pass to attend AWS re:Invent 2023, hotel accommodations in Las Vegas, and a USD \$400 stipend for meals and local travel. Hotel is selected by the Organizer in its sole discretion. Taxes, gratuities, travel upgrades, changes to travel itinerary or timing after booking; travel to gateway airport, costs associated with transportation of any trophy or other award that Invitation Prize Winner might win at the 2023 DeepRacer Championship Cup Finals, and any other expenses not specifically listed herein are the responsibility of Invitation Prize Winner. Travel and accommodations are subject to availability; certain restrictions, local health conditions, and blackout dates may apply.
 - 8.1.3. Invitation Prize Winner must be available to attend the 2023 DeepRacer Championship Cup Finals on the specified dates, or prize will be forfeited and may be awarded to an alternate. Organizer is not liable for delays, cancellation, or unforeseen events related to the flights.
 - 8.1.4. Invitation Prize Winners will be solely responsible for obtaining valid identification and travel visas relating to acceptance and use of the travel prize packages, and must be in compliance with all applicable health requirements.
 - 8.1.5. If in the judgment of Organizer, air travel is not required due to Invitation Prize Winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Organizer's sole discretion. Organizer will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.
 - 8.1.6. Total approximate value of Invitation Prize awarded will depend on the Invitation Prize Winner's country/jurisdiction of residency and applicable transportation costs (potential range: USD \$4,500 to USD \$6,000).
 - 8.1.7. One (1) Winner Circle Driving Experience October global top finisher prize: The top ranking participant globally of the October 2023 Virtual Circuit shall be eligible to receive the **AWS DeepRacer Winner's Circle Driving Experience** at Las Vegas Motorsports Park on November 30, 2023 at 11:00 am PST. ("Prize"). **Must be at least 18 years of age with a valid driver's license in a U.S. jurisdiction or an International Driving Permit and a valid license from his or her country of residence.** Approximate retail value of Prize is \$1,000.00. For avoidance of doubt, prior receipt of Invitation Prize Winner prize type does not preclude participants from qualifying to receive the Winner's Circle Driving Experience prize in the October Virtual Circuit race. Travel and

accommodations to attend the Winner's Circle Driving Experience are not included as part of this prize. To receive this prize, the recipient must secure travel and accommodations via the Invitation Winner prize and their performance in the 2023 AWS DeepRacer League.

8.2. Up to Two Hundred and Forty (240) Regional Top Finisher Prizes: A gift card voucher good for no more than USD \$400 that may be used towards the purchase of a DeepRacer car on amazon.com.

8.3. Up to Five Thousand (5,000) Country-Specific Top Finisher Prizes: A gift card for USD \$50 good on amazon.com.

8.4. General Prize Restrictions:

8.4.1. 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 Invitation Prize Winner.

8.4.2. 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.

8.4.3. 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.

8.4.4. Refusal by any Entrant to submit such documentation or complete any required forms or obligations within the time frame required by Organizer in its sole discretion shall result in such winner forfeiting the prize, leaving it unclaimed.

8.4.5. **Limit one (1) prize category per person.** For avoidance of confusion, an Individual may be a Country-Specific Top Finisher in one Race, then a Regional Top Finisher in another Race, and an Invitation Winner in yet another Race. In the event an individual is ineligible to receive a prize because they have already claimed this prize type during the 2023 season, the next eligible individual will be provided the opportunity to receive the prize.

9. Release.

9.1. 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.

10. Limitation of Liability; Disclaimer of Warranties.

10.1. 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.

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

10.3. 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.

11. Cancellation/Modification.

11.1. 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.

- 11.2. 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.

- 11.3. **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.**

12. Disputes; Governing Law.

- 12.1. 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.

- 12.2. **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.

- 13. 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.
- 14. Name of Winner/List of Winners.** To obtain a list of Invitation 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.
- 15. 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.
- 16. 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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