

ICPC 2025 Online Winter Challenge

powered by HUAWEI

Conditions of Participation

NO PURCHASE NECESSARY TO ENTER OR WIN. COMPLETION OF REGISTRATION IS REQUIRED TO PARTICIPATE IN THE CHALLENGE.

By registering for the ICPC 2025 Online Winter Challenge powered by Huawei (the “Challenge”), you (the “Participant”) agree to be bound by the ICPC 2025 Online Winter Challenge powered by Huawei, Challenge Conditions of Participation (the “Conditions”) and Challenge Rules (“Challenge Rules”).

- 1. ORGANIZER and SPONSOR:** The Challenge is organized by the ICPC Foundation (“Organizer”) under the direction of the Challenge Director (“Challenge Director”). The Challenge is sponsored by Huawei (the “Sponsor”).
- 2. ELIGIBILITY:** To be eligible to participate, Participant must:
 - a. have obtained the age of majority in Participant's jurisdiction of residence (unless otherwise agreed to by Organizer and Sponsor, with appropriate parental/guardian consent);
 - b. not be ineligible (as provided in paragraph 3 herein) or under a conflicting contractual or legal restriction to enter;
 - c. create a CodeForces Account (a “Contest Account”); and
 - d. if requested, associate Participant's Contest Account with Participant's ICPC account.
- 3. INELIGIBILITY:** The Challenge is not open to (i) current employees, officers, and directors of Sponsor, Organizer, or their respective Affiliates; (ii) the Judges; (iii) Challenge organizers; (iv) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration and/or execution of the Challenge (collectively, the “Promotion Entities”); and (v) the immediate family members (defined as parents, children, siblings and spouses, including step and foster relations), regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the persons or entities identified in (i)-(iv).
- 4. REPRESENTATIONS AND WARRANTIES:** By registering for the Challenge, Participant represents and warrants that Participant (i) meets the eligibility requirements set forth above; (ii) is willing to provide proof of eligibility to Organizer; (iii) is solely responsible for compliance with eligibility criteria; and (iv) agrees that Organizer reserves the right to disqualify Participant at the sole discretion of the Challenge Director.
- 5. IMPORTANT NOTICE:** Participants have the responsibility to review and understand their employer's policies, laws, rules, and/or regulations, tax implications, and any other limitations (collectively “Policies and Laws”) regarding eligibility to participate in promotions, grant intellectual property rights, and/or receive prizes in connection therewith. Furthermore, if Participant enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such Policies and Laws, Organizer may, in its sole discretion,

disqualify the participant and forfeit their prize, if applicable. By entering the Challenge, Participant agrees to release, indemnify, defend and hold Organizer, Sponsor, their respective Affiliates, and all staff harmless in all respects thereto. For purposes of these Conditions of Participation, the term "Affiliate" shall mean an entity directly or indirectly controlling, controlled by, or under common control with Organizer or Sponsor.

6. **RESOURCES:** Participants must provide their own computing resources such as CPU, memory, disk, etc. Such resources can be physical, cloud-based, etc.
7. **SUBMISSION REQUIREMENTS:** During the Challenge, Participants will create and submit solutions ("Submissions") to problems posed in the Challenge in accordance with the following terms and conditions.
 - a. Participants must make all Submissions available free of charge and without any restriction for use as described herein. Participant acknowledges and agrees that any Submissions provided by Participants during the Challenge are not confidential and are lawfully disclosed without infringing any third party's rights or violating any confidentiality obligations.
 - b. Unsuccessful, exploitative, fraudulent, misleading, harmful, non-functioning, invalid, non-compliant, incomplete (in whole or in part) Submissions, or those not deemed to be submitted in good faith may be disqualified. Proof that a Submission is presented during the Challenge is not proof or evidence that the Submission and/or Participant is eligible for the Challenge. Participants must attend and complete the entire Challenge in order to be eligible to receive recognition or win a prize in the Challenge. Participants who quit, are disqualified, ejected, or otherwise fail to complete the entire Challenge will not be eligible to receive recognition or win a prize in the Challenge.
 - c. Further, by entering this Challenge, Participants hereby represent, warrant, and covenant, and agree to produce written evidence of such if requested, that:
 - (i) Any Submissions, in whole and in part, is original work of Participant and therefore is original to the Challenge (i.e. was not developed in any substantive form/format prior to the Challenge) and does not violate or infringe upon any laws, rules, regulations, proprietary or intellectual property rights (including, but not limited to, copyrights, trademarks, patents, trade secrets, industrial property rights, personal or moral rights), or any other laws, regulations, or rights whatsoever of any country, person and/or entity;
 - (ii) The Submission, in whole and in part, is submitted to the Challenge by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the entry or any part thereof, who are depicted (directly or indirectly) in the entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the entry and its use pursuant to these Challenge Rules;
 - (iii) Participant has all rights, licenses, permissions, and consents necessary to enter the Submission and to grant all of the rights granted hereunder;
 - (iv) The Submission contains no malware, including viruses, trojans, worms, bugs, spyware, or any other harmful software, code, or other device; and
 - (v) The Submission contains no (and does not otherwise appear to condone) pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious, sensitive, illegal, unauthorized, or other content (including but not limited to technology or other content that may contradict applicable laws regarding intellectual property, export restriction, and privacy protection)

that offends reasonable standards of taste and decency.

8. **SUBMISSION CONDITIONS:** Submissions may not be canceled or deleted, enhanced, added to, or improved, and will not be returned, if applicable. Submissions may be displayed and viewed by the Judges to test and evaluate the Submission for the purposes of evaluating the Submission for judging, to administer any requirements of the Challenge, and for prize award verification. Participant grants Organizer a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, store, reproduce, publicly perform, publicly display, and create derivative works from any Submission in whole or in part for the purpose of administering any requirements of the Challenge and growing the sport of competitive programming. Participant assumes all risk of ineligible, damaged, lost, late, incomplete, invalid, incorrect, incompatible, non-functioning, or misdirected Submissions, in whole or in part, and such will not be eligible for a prize. ORGANIZER, SPONSOR, AND/OR THEIR AFFILIATES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH ITS ABILITY TO IN ANY WAY ENABLE, DEVELOP, MARKET, OR PROMOTE THE PARTICIPANT, THE SUBMISSION, OR THE IDEAS OR TECHNOLOGY EMBODIED OR SET FORTH IN THE SUBMISSION, IN WHOLE OR IN PART.
9. Without limitation, Organizer reserves the right to immediately disqualify and/or remove at any time (before, during or after the Challenge) any Submission and/or participant for any reason in its absolute discretion. Without limiting the foregoing, if at any time a participant and/or winner is found to have breached, violated, or failed to comply with these Conditions or Challenge Rules, in whole or in part, at any time, or is or found at any time to have been ineligible, they will be immediately disqualified and agree to immediate return in full any and all prizes (if applicable).
10. Participant understands, recognizes, and accepts that other participants or persons may have provided or made public, or may in the future submit, or make public, materials that are the same or similar to Participant's Submission. Further, participants have independent access to, may create or have created apps, technologies, methods, materials, and ideas which may be similar or identical in whole or in part to another entry in concept, code, theme, idea, format, or other respects. In the event that a Submission is identical or similar to the Submission of another participant, the Judges reserve the right to score one entry higher than the other, subject to the judging criteria set forth herein, at the discretion of the Judges. Submissions may not be acknowledged and will not be received or held "in confidence" or "in trust" and submitting a Submission does not create a confidential relationship or obligation of secrecy between Participant and any other party. Participants will not now or in the future be entitled to any approval, rights of compensation, or any other payment unless adjudged and verified a winner pursuant to these Challenge Rules. Further, Participant agrees that by entering a Submission and/or receiving a prize in the Challenge does NOT give rise to or in any way create, either expressly or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between Participant and any other party. The Organizer, Sponsor, and Promotion Entities disclaim all responsibility and liability relating to all of the above; by entering, Participant agrees to release, indemnify, defend, and hold them harmless in all respects thereto.
11. **Prizes**
 - a. For purposes of prize fulfillment, winners must agree to disclosure of their personal information to Sponsor and/or its Affiliates.
 - b. Prizes are subject to availability and are non-transferable.
 - c. **Prizes shall be provided by Sponsor, its Affiliates, and/or its agents at Sponsor's discretion, and the delivery thereof is the sole responsibility of Sponsor.**

Participant understands that Sponsor and/or its Affiliates will require Participant to sign a separate Prize Acceptance Form with separate terms and conditions determined solely by Sponsor in order to receive a prize. Participant may elect not to sign the Prize Acceptance Form with the understanding that this may result in forfeiture of a prize. Acceptance or rejection of the Prize Acceptance Form shall have no bearing upon Participant's reported Challenge results by Organizer. For further information, Participant may email challenge@huawei.com.

- d. Winners who receive prizes will be responsible for any taxes or charges incurred in claiming their respective prize.
- e. **If you are a national or resident of countries or regions such as Crimea, Iran, Syria, Sudan, Cuba, North Korea, or are using an account in the above regions, with the limitation of bank payment, mail service, or other laws and regulations, the Sponsor may not be able to provide you with the prizes. Please read the above terms carefully before entering the Challenge.**

12. Confidentiality

Participant agrees that all information disclosed or provided by the Organizer, Sponsor, and/or their respective Affiliates to Participant, including but not limited to the data, algorithms (if any), models (if any), code (if any), and competition questions related to the Challenge that are directly provided for Participants or made available for downloading by Participants in all phases, the non-public information of the Organizer, Sponsor, and/or their respective Affiliates of which Participant becomes aware, and the information that the Organizer, Sponsor, and/or their respective Affiliates obtain from any third party and are obliged to keep confidential, shall be confidential information and that Participant is obliged to maintain the confidentiality of such confidential information. Participant shall consciously protect the foregoing confidential information, shall not disclose such confidential information, and shall take all necessary confidentiality measures to prevent the disclosure of such confidential information to the public or to any third parties.

13. Personal Information

- a. By participating in the Challenge, Participant authorizes Organizer to collect, access, store, use and share his or her personal information with Sponsor and/or its Affiliates, including Participant's first and last name, email address, county of residence, and year of birth, to Sponsor, and Organizer and Sponsor shall treat such information in accordance with Organizer and Sponsor's respective privacy policies identified in the Privacy Policy Table below and in accordance with the terms set forth below.
- b. Sponsor and/or its Affiliates may use Participant's personal information for the purposes of prize fulfillment.
- c. Sponsor and/or its Affiliates may use Participant's personal information to communicate with Participant and to manage its recruitment and hiring process (e.g., to send job postings, to determine Participant's initial and ongoing suitability for employment, or to determine terms of employment or engagement).
- d. Sponsor and/or its Affiliates may keep Participant personal information for no longer than is necessary for the purposes stated above, unless otherwise required or permitted by law. Organizer may keep Participant personal information indefinitely for any and all purposes including but not limited to archiving Challenge performance results.
- e. With regards to Participant's personal information processed by Organizer, Participant may (i) have the right to access certain personal information maintained, (ii) request Organizer to update or correct inaccuracies in such personal information, (iii) object or restrict the processing of such personal information, and/or (iv) ask Organizer to delete such personal

information from its database. To exercise these rights or to contact Organizer's Data Protection Officer, Participant may email manager@icpc.global.

- f. With regards to Participant's personal information processed by Sponsor and/or its Affiliates, Participant may (i) have the right to access certain personal information maintained, (ii) request Sponsor to update or correct inaccuracies in such personal information, (iii) object or restrict to the processing of such personal information, and/or (iv) ask Sponsor to delete such personal information from its database. To exercise these rights or to contact Sponsor's Data Protection Officer, Participant may email dpo@huawei.com.

Privacy Policy Table

Organizer: ICPC Privacy Page	https://icpc.global/privacy
Sponsor: Huawei Privacy Page	https://www.huawei.com/en/privacy-policy

- 14. Release and Indemnification:** To the maximum extent permitted by law, Participant agrees to release, indemnify, defend and hold harmless ("Release") Organizer, Sponsor, Promotion Partners, and all other Promotion Entities, their parents, Affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents ("Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorney's fees) whether or not litigation is commenced (a "dispute") arising at any time from participation in the Contest, the entry (in whole or in part), Contest and/or prize-related activity, including the inability to participate in parts thereof, the delivery, acceptance, use or misuse of a prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, intellectual property rights, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, delict (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Promotion Entities, and/or any other party or entity. Further, to the maximum extent permitted by law, and without limiting the foregoing, Participant agrees to Release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute brought by Participant, or other persons or entities (who may be other than a party to these Challenge Rules) arising from or related to an entry, participation and/or involvement in any other respect in the Challenge, and/or the delivery, acceptance, use, misuse of a prize or any failure with respect thereto. Participant covenants not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenants not to disaffirm, limit or rescind these Releases to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Challenge Rules does not constitute a waiver of any other provision. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in connection with the Challenge. If any item or provision contained in these Challenge Rules or any part thereof is declared or becomes unenforceable, invalid, or illegal for any reason, all other terms and provisions of these Challenge Rules shall remain in full force and effect as if these Challenge Rules had been executed without the offending provision appearing therein.

- 15. Limitation of Liability:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT'S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF MATERIALS TO THE WEBSITE, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF A PRIZE.
- 16. Choice of Law, Forum, and Recourse to judicial procedures:** These Conditions of Participation shall be governed by and interpreted in accordance with the laws of the State of Texas. Any dispute arising hereunder shall be referred for settlement to confidential arbitration in McLennan County, Texas in accordance with the Commercial Rules of the American Arbitration Association. The award shall be final and binding upon the parties and judgment of such award may be entered in any court or tribunal having jurisdiction.
- 17. User Representations:** Participant represents and warrants that:
- a. All registration information submitted by Participant is true, accurate, current, and complete.
 - b. Participant has the legal capacity and agrees to comply with these Conditions of Participation.
 - c. Participant is Eligible under the Conditions of Participation and is not a minor in the jurisdiction in which Participant resides.

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Challenge Rules

Note: Participants must agree to and comply with the Conditions of Participation. The Challenge Rules apply to all participants.

- 1. Purpose:** The ICPC Challenge presents a problem from a contemporary application area in computing. The problem style may be very different from standard ICPC problems. This contest provides ICPC participants the opportunity to learn about and experience leading-edge issues in computing, typically of contemporary interest to industry. The ICPC Challenge also provides a platform for the ICPC to experiment with new problem types.
- 2. Participant Requirements:** This is a contest for individuals. Participants must compete by themselves and may only use publicly-available information from the Internet. Participants may not access any information requiring any form of authentication (cloud storage, etc.).
- 3. Computing Resources:** Participants must provide their own computing resources such as CPU, memory, disk, etc. Such resources can be physical, cloud-based, etc.
- 4. Conducting the Challenge:** The Challenge consists of a Problem Set. Each Problem in the Problem Set will be posed in English. A contestant may submit a claim of ambiguity or error in a Problem Set by submitting a clarification request. If the Judges agree that an ambiguity or error exists, a clarification will be issued to all participants. Issuing a correction will not by default change timing or scoring of the Challenge. A Submission must fully comply with the solution specification. If a Submission is fully-compliant, the system will flag it as accepted; otherwise, the Submission will be flagged as rejected. The system may limit the Submission rate and judging rate of Submissions.
- 5. Scoring:** The Challenge Judges are solely responsible for determining the correctness and accuracy of Submissions. In consultation with the Challenge Judges, the Director of Challenge Judging ("DoCJ") is responsible for determining the winners of the ICPC Challenge. The DoCJ is empowered to adjust for or adjudicate unforeseen events and conditions. Their decisions are final. Scoring and ranking details are provided with the Problem Set.
- 6. Participant Conduct:** Participants are not to converse with anyone except personnel designated by the Challenge Director. A participant may be disqualified by the Challenge Director for any activity that jeopardizes the ICPC Challenge such as violating the rules, disruptive activities, attempts to deny timely service, etc. The Challenge Director makes the final determination on disqualification.
- 7. Contest Period:** The Challenge will be conducted during the times published on the Challenge website. All dates and times are subject to change in Challenge Director's sole discretion. Times are approximations and may be subject to change/variations due to this Challenge being a live event; times may be shortened or extended as necessary due to exigencies of the circumstances or as deemed necessary by Organizer but shall apply uniformly to all participants. The Sponsor's clock at the Challenge shall be the official time keeping device for the Challenge, unless otherwise stated.
- 8. Winners Selection:** Only participants who entered a valid ICPC username (email address) during registration are eligible for recognition as a Challenge winner. Assuming sufficient eligible entries are received, it is anticipated that potential Judged Winners will be selected based on their highest combined score. Organizer may, but without obligation, select more than the stated number of

winners if found to be of exceptional quality in Organizer's sole and absolute discretion. Organizer reserves the right to select fewer than the stated number of winners due to insufficient eligible and qualified entries/participants. By way of example only, Organizer reserves the absolute right in its sole discretion to disqualify as ineligible entries that do not provide (in Organizer's sole determination) a credible or feasible use of the solution technologies, appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant. All prize awards are subject to Organizer's verification of entrant/entry's eligibility and compliance.

9. **Prizes:** Subject to receiving sufficient eligible entries, prize(s) available to be awarded as described in the Challenge official website. **Limit one (1) Prize per person per problem.** All prize awards are subject to the Conditions of Participation and are contingent upon verification of potential winners and entry, confirmation of their eligibility to receive a prize, and compliance with these Challenge Rules. All taxes and other expenses, costs or fees associated with the acceptance and/or use of any prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner.
10. **Taxes:** All winners are solely responsible for payment of local, state, country or any other taxes if applicable, compliance with (governmental/SARs) reporting, filing and documentation requirements, and for any other costs, expenses and fees connected with their acceptance and use of the prize in their respective jurisdictions. Prizes will be awarded to and in the name of the individual Participant.
11. **Compliance and Disqualification:** In the event of disqualification for noncompliance, ineligibility, if a potential winner refuses or fails to complete and return release documents as directed on or within the time stated, or for any other reason arising after the Challenge, that prize will be forfeited in its entirety. Returned, undelivered, unclaimed, forfeited or un-awarded prizes will not be (re)awarded. Organizer shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the prize to any participant. THESE CHALLENGE RULES (ENGLISH VERSION) SHALL GOVERN THE CHALLENGE AND ALL ELEMENTS THEREOF AND OUR RESPECTIVE OBLIGATIONS WITH RESPECT THERETO. USE OF THE WEBSITE, INFORMATION PRACTICES, AND ALL OTHER GENERAL TERMS ARE GOVERNED BY SPONSOR'S TERMS OF USE FOR THE WEBSITE AND/OR PRIVACY POLICY AS APPLICABLE. IN THE EVENT OF A DISCREPANCY BETWEEN ANY INFORMATION AND/OR COMMUNICATION, THESE CHALLENGE RULES SHALL GOVERN TO ADDRESS ISSUES RELATING TO THE CHALLENGE.
12. **Intellectual Property Rights:** Each Participant represents and warrants that Participant owns the rights to a Submission to a Challenge created by a Participant using Technology (as defined below). This could mean that Participant created the Technology, acquired ownership of the Technology from a third party, or may rely on binding written statements by the third party that owns or has the right to license the Technology indicating that Participant (or members of the public generally) are authorized to use that Technology in the manner Participant intends to use it and grant the following license (generally and as part of a Contest Submission). Each Participant grants to Organizer a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, store, reproduce, publicly perform, publicly display, and create derivative works from any Submission in whole or in part for the purposes of administering any requirements of the Challenge and growing the sport of competitive programming. A Participant will be disqualified if Organizer has any reason to believe that Participant has violated the terms of this paragraph. Participants should consult with appropriate advisors or legal counsel if they have any doubt as to whether they are meeting the requirements of this paragraph. Participants may bring to the Challenge any pre-developed or licensed Technology that they plan to use in connection with their Submission, provided that such Technology meets the requirements of this paragraph. "Technology" means, without limitation, content (including pictorial, audio and audio-visual content), code, specifications, technical information, algorithms, images, design, art, music, graphics, special effects, data, and any other information or materials protected by any

intellectual property right. "Open Source License" shall mean any license that: (a) requires the licensor to permit reverse engineering of the licensed software or other software incorporated into, derived from, or distributed with such licensed software, or (b) that requires the licensed software or other software incorporated into, derived from, or distributed with such licensed software (i) be distributed in source code form; or (ii) be distributed at no charge. Open Source Licenses include but not limited to: (a) GNU General Public License (GPL) or Lesser/Library GPL (LGPL), (b) The Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards Source License (SISL), (g) the Apache Server license, (h) QT Free Edition License and (i) IBM Public License. "Open Source Software" shall mean any source or object code that is subject to an Open Source License. Upon request by Sponsor and/or its Affiliates, Participant shall provide Sponsor and/or its Affiliates with a list of any and all of the Open Source Software contained in Submission. Participant represents and warrants that the above list provided by Participant herein is accurate and exhaustive. Winners shall sign and return all prize acceptance documents as may be required by Sponsor and/or its Affiliates.

- 13. Submitted Media:** Participant may be given the opportunity to, at Participant's discretion, submit media (e.g., photos, videos, text, etc.) ("Media") related to Participant's participation before, during, and after the Challenge. Participant has all other rights, licenses, permissions and consents necessary to submit Media and to grant all of the rights granted to the Promotion Entities in these Challenge Rules, and the exercise thereof by the Promotion Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, approval or consultation rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the Submission, use, exhibition and/or any other use or exploitation of the entry, in whole and in part, the use thereof by Sponsor, and the exercise by Promotion Entities of any of the rights granted in these Challenge Rules. The entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious or sensitive content, or illegal content (including but not limited to technology or other content that is prohibited from export), content of an obscene or menacing character, and does not otherwise appear to condone such issues, or offend against reasonable standards of taste and decency.
- 14. Release and Indemnification:** To the maximum extent permitted by law, Participant agrees to release, indemnify, defend and hold harmless ("Release") Organizer, Sponsor, Promotion Partners, and all other Promotion Entities, their parents, Affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents ("Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorneys' fees) whether or not litigation is commenced ("dispute") arising at any time from participation in the Contest, the entry (in whole or in part), Contest and/or prize-related activity or inability to participate in parts thereof, the delivery, acceptance, use, misuse of a prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, intellectual property rights, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, delict(including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Promotion Entities, and/or any other party or entity. Further, to the maximum extent permitted by law, and without limiting the foregoing, Participant agrees to Release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute brought by Participant, or other persons or entities (who may be other than a party to these Challenge Rules) arising from or related to an entry,

participation and/or involvement in any other respect in the Challenge, and/or the delivery, acceptance, use, misuse of a prize or any failure with respect thereto. Participant covenants not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenants not to disaffirm, limit or rescind these Releases to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Challenge Rules does not constitute a waiver of any other provision. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in connection with the Challenge. If any item or provision contained in these Challenge Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Challenge Rules shall remain in full force and effect as if these Challenge Rules had been executed without the offending provision appearing therein.

- 15. Limitation of Liability:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT'S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF MATERIALS TO THE WEBSITE, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF A PRIZE.
- 16. Networks and Cancellation:** Promotion Entities are not responsible for typographical error; technical, network, computer, digital, telephone, cable, electronic, or hardware or software malfunctions, failures, connections, problems; incompatibility; unavailable, garbled, corrupt, or jumbled transmissions; service provider, Internet, web site, blog site, user net accessibility, availability or congestion; unauthorized human intervention or security breach; the unauthorized access to, alteration of entries in whole or in part, the incorrect or inaccurate capture or processing of entries, or other information, or the failure to process, collect or communicate any such information; electronic errors, omissions, interruptions, deletions, defects, and/or delays; or loss, theft or destruction of any entry, or other Contest related materials or information, in whole or in part. If for any reason the Contest, or any part thereof, is not capable of running as planned for any reason, including (but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, artifice, fraud, cheating, technical failures, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any part thereof. Sponsor reserves the right to select only potential winners from eligible, non-suspect entries received (prior to the force majeure event or otherwise), but only if doing so is deemed commercially practicable/feasible, and equitable in Sponsor's sole determination under the circumstances. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest, or any part thereof, is a violation of laws and should such an attempt be made, Sponsor reserves the right to disqualify Participant and seek damages from any such Participant to the fullest extent of the law.
- 17. Official Rules Changes:** Organizer reserves the right, without notice or prior approval, to modify or supersede these Challenge Rules in its sole reasonable discretion and in such event will post revised Challenge Rules on the Website, which will continue to govern all aspects of the Contest.