

Android Developer Challenge - Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. CONTEST IS OPEN TO RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND WORLDWIDE, EXCEPT FOR ITALY, BRAZIL, QUEBEC, RUSSIA, UKRAINE, KAZAKHSTAN, BELARUS, CRIMEA, CUBA, IRAN, SYRIA, NORTH KOREA, and SUDAN.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The **Android Developer Challenge** (the “Contest”) is a skill contest where participants must develop a concept for an **Android app that leverages a Google-supported machine learning library to build an experience for users that is genuinely helpful in terms of helping them get something done (e.g Smart Compose in Gmail uses machine learning to help you quickly compose an email, faster than normal typing)**. The app concept that you develop will be evaluated by judges, who will choose the winner(s) in accordance with these Official Rules. The prize(s) will be awarded to participant(s) with the highest score for the judging criteria. See below for the complete details.

1. BINDING AGREEMENT: In order to enter the Contest, you must agree to these Official Rules (“Rules”). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Google with respect to the Contest.

2. ELIGIBILITY: To be eligible to enter the Contest, you must be: (1) above the age of majority in the country, state, province or jurisdiction of residence (or at least twenty years old in Taiwan) at the time of entry; (2) not a resident of Italy, Brazil, Quebec, Russia, Ukraine, Kazakhstan, Belarus, Crimea, Cuba, Iran, Syria, North Korea, or Sudan); (3) not a person or entity under U.S. export controls or sanctions; and (4) have access to the Internet as of **October 23, 2019**. Contest is void in Italy, Brazil, Quebec, Russia, Ukraine, Kazakhstan, Belarus, Crimea, Cuba, Iran, Syria, North Korea, Sudan, and where prohibited by law. Employees, interns, contractors, and official office-holders of Google, and their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents (“Contest Entities”), and members of the Contest Entities’ and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

If you are entering as part of a company or on behalf of your employer, these rules are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a prize. You further warrant that your actions do not violate your employer’s or company’s policies and procedures.

3. SPONSOR: The Contest is sponsored by Google LLC (“Google” or “Sponsor”), a Delaware corporation with principal place of business at 1600 Amphitheater Parkway, Mountain View, CA, 94043, USA.

4. CONTEST PERIOD: The Contest begins at 12:00:00 A.M. Pacific Time (PT) Zone in the United States on October 23, 2019 and ends at 11:59:59 P.M. PT on December 2, 2019 (“Contest Period”). *ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.*

5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest website located at developer.android.com/dev-challenge (“Contest Site”) during the Contest Period and follow the instructions for

submitting to Google an app concept, including potential code samples, for an Android app that leverages a Google-supported machine learning library to build an experience for users that is genuinely helpful in terms of helping them get something done (e.g. Smart Compose in Gmail uses machine learning to help you quickly compose an email, faster than normal typing) along with a timeline for how the entrant plans to make the app functional and available on Google Play by May 1, 2020 ("App Concept"). The App Concept must be **submitted as a repository on GitHub.com using the topic #AndroidDevChallenge, and following completion of the repository, you must also fill out a form on developer.android.com/dev-challenge outlining the details of your submission for Google to review** (hereinafter, "Requirements"). Written parts of entries must be in English to be eligible. The App Concept must, at a minimum, support English language use.

LIMIT ONE (1) ENTRY PER PERSON. Subsequent entries will be disqualified. All entries must be received by 11:59 p.m. (PT) on **DECEMBER 2, 2019**. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the potential winner may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email address for the domain.

During the Contest Period, the Sponsor, its agents and/or the Judges (defined below) will be evaluating each App Concept to ensure that it meets the Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant who submits an App Concept that does not meet the Requirements.

6. JUDGING: Each entry will be judged by a panel of experts who are employees of Sponsor ("Judges"). On or about **DECEMBER 15, 2019**, each Concept will be evaluated by the Judges based on the following criteria:

- Use of the Google supported ML library: how well does this concept integrate an ML library
- Helpful innovation: how much does this concept provide a truly helpful experience for the user
- Development capacity of submitter: how strong is the prior work this developer has submitted as an indicator for their capacity to finish this project

Judges will evaluate and attribute a score to each App Concept made up of scores based upon the above-listed criteria. The **ten (10)** best entries that receive the highest overall scores will be selected as the potential winner(s).

On or about **DECEMBER 15, 2019**, the potential winner(s) will be selected and notified by telephone and/or email, at Sponsor's discretion. If a potential winner does not respond to the notification attempt within **10 DAYS** days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging criteria described herein. With respect to notification by telephone, such notification will be deemed given when the potential winner engages in a live conversation with Sponsor or when a message is left on the potential winner's voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, each potential winner may be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential winners must return all such required documents within **ten (10) DAYS** days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner will be selected based on the judging criteria described herein. In the event the potential winner is a minor, his or her parent or legal guardian must sign the documents and return them as described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

In the event that no entries are received, no prize will be awarded. Determinations of judges are final and binding.

7. PRIZES: Each winner will be awarded a prize consisting of the following: **1) Google will advise the winner on ways to help in their plans to bring their app to fruition, which includes an expenses-paid trip to Mountain View, CA for a**

bootcamp at Google (approximate retail value \$3,000 USD); and 2) one ticket to Google I/O 2019 (approximate retail value \$1,150 USD). With respect to the expenses-paid trip to Mountain View, the prize will include (1) round-trip airfare (coach) for the winner to travel from the major airport closest to the individual's residence to **MOUNTAIN VIEW, CA**; (2) double-occupancy hotel accommodation for two nights in **Mountain View, CA**; (3) Food and transportation costs for this stay covered at Sponsor's discretion. Hotel accommodations are at Sponsor's discretion. Certain black out dates apply. You are responsible for any other expenses including cost to obtain a passport or visa and any other incidental travel cost not expressly stated above, including but not limited to, ground transportation, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the winner. Prize is not redeemable for cash. The ARV may be adjusted depending on the state or jurisdiction of residence of the winner.

Odds of winning any prize depends on the number of eligible entries received during the Contest Period and the skill of the entrants. The prize(s) will be awarded within approximately three (3) weeks of receipt by Sponsor of final prize acceptance documents. No transfer, substitution or cash equivalent for prize(s) is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and ARV will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. Contest Entities have not made and Contest Entities are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize(s) or any components thereto.

9. TAXES: PAYMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL AND FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES GOOGLE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The potential winner are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Google may, in its sole discretion, select an alternative potential winner.

10. GENERAL CONDITIONS: All federal, state, provincial and local laws and regulations apply. Travel companions of the winner(s) must also execute a Declaration of Eligibility and Liability and Publicity Release prior to ticketing and both winner(s) and companions must possess required travel documents (e.g. valid passport and visa if applicable) prior to ticketing. In the event that the travel companion is a minor, his or her parent or legal guardian must execute the required documents. Once the travel schedule has been arranged, it cannot be altered and failure of a winner to follow such schedule shall not obligate Google in any way to provide the winner with alternate arrangements. Google reserves the right to disqualify any entrant from the Contest if, in Google's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Google, or the Judges.

11. INTELLECTUAL PROPERTY RIGHTS: By submitting an App Concept in this Contest, the entrant warrants and represents that (s)he owns all of the intellectual and industrial property rights in and to the App Concept, including any code as part of the Contest entry. Further, the entrant agrees that if any portion of the App Concept should be deemed to be owned by the entrant

that (s)he will, as a condition of entry, grant Google a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, any entry or App Concept that Participant submits solely for the purposes of allowing Google to test and evaluate the App Concept for purposes of the Contest and to advertise, display, demonstrate, or otherwise promote the Contest. Participant specifically agrees that Google shall have the right to use, reproduce, publicly perform, and publicly display the App Concept in connection with the advertising and promotion of the Contest, via communication to the public or other groups, including, but not limited to the right to make screenshots, animations and video clips available for promotional purposes

12. PRIVACY: Participant acknowledges and agrees that Google may collect, store, share and otherwise use personally identifiable information provided during the registration process and the contest, including, but not limited to, name, mailing address, phone number, and email address. Google will use this information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>), including for administering the contest and verifying Participant's identity, postal address and telephone number in the event an entry qualifies for a prize.

Participant's information may also be transferred to countries outside the country of Participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of Participant's residence.

If a participant does not provide the mandatory data required at registration, Google reserves the right to disqualify the entry.

Participant has the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at this email address: **android-dev-challenge-external@google.com**.

13. PUBLICITY. By accepting a prize, entrant agrees to Sponsor and its agencies use of his or her name and/or likeness and App Concept for advertising and promotional purposes without additional compensation, unless prohibited by law.

14. WARRANTY, INDEMNITY AND RELEASE: Entrants warrant that their App Concepts are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted App Concept and that they have the right to submit the App Concept in the Contest and grant all required licenses. Each entrant agrees not to submit any App Concept that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state or federal law.

To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any App Concept or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

Entrant releases Google from any liability associated with: (a) any malfunction or other problem with the Contest Site; (b) any error in the collection, processing, or retention of entry information; or (c) any typographical or other error in the printing, offering or announcement of any prize or winners.

15. ELIMINATION: Any false information provided within the context of the Contest by any entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

16. INTERNET: Contest Entities are not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed App Concepts or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.

17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Google further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.

18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an App Concept into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Google, or the Contest Entities. You acknowledge that you have submitted your App Concept voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Contest Entities and that no such relationship is established by your submission of an App Concept under these Rules.

19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights.

20. ARBITRATION: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

21. WINNER'S LIST: You may request a list of winners after **December 30, 2019** but before **June 30, 2020** by sending a self addressed stamped envelope to:

Ckatsaros@
Google LLC
1600 Amphitheater Parkway Mountain View, CA 94043 USA

(Residents of Vermont need not supply postage).