

Confidential Computing 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, QUEBEC, CRIMEA, CUBA, IRAN, SYRIA, NORTH KOREA, AND SUDAN.

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

The Confidential Computing Challenge (the “Contest”) is a skill contest where entrants must submit an essay that describes how Confidential Computing can be leveraged or advanced in order to preserve the privacy and security of Cloud workloads. The essays will be evaluated by judges, who will choose the winning entry in accordance with these Official Rules. The prize(s) will be awarded to entrant(s) whose essay is evaluated as having the highest score in the judging criteria. Optionally, participants are allowed to submit code to supplement (not replace) the idea they submit. 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, Quebec, 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 February 1, 2019. Contest is void in Italy, Quebec, Crimea, Cuba, Iran, Syria, North Korea, Sudan, and where prohibited by law. Employees, interns, contractors, and official office-holders of Google, Intel, 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 Inc. (“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 February 1, 2019 and ends at 11:59:59 P.M. PT on April 1, 2019 (“Contest Period”). Google reserves the right to extend the Contest Period at its discretion, and if it does so, will provide reasonable notice to Contest participants of such change at the email address provided with their submissions.

5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest website located at <https://cloudplatformonline.com/Confidential-Computing-Challenge-2019-Reg.html#home> (“Contest Site”) during the Contest Period and follow the instructions for submitting an essay that how Confidential Computing can be leveraged or advanced in order to preserve the privacy and security of Cloud workloads. (“Essay”). The Essay must meet the “Essay Requirements,” described below.

LIMIT ONE (1) ENTRY PER PERSON. Subsequent entries will be disqualified. All entries must be received by 11:59 p.m. (PT) on April 1, 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.

6. ESSAY REQUIREMENTS. The Essay must not be longer than 1,000 WORDS and must meet the following criteria:

- (a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- (b) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulations in any state where Essay is created.
- (c) It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
- (d) It must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- (e) It cannot contain any content, element, or material that violates a third party’s publicity, privacy or intellectual property rights.
- (f) It cannot be longer than 1,000 WORDS. If it is longer than this, only the first 1,000 WORDS will be evaluated.
- (g) It must be submitted in the English language for evaluation.
- (h) The optional, supplemental code has no limit.

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

7. JUDGING: Each entry will be judged by a panel of experts who are employees of Sponsor and/or Intel (“Judges”). Beginning on or about April 2, 2019, each Essay will be evaluated by the Judges based on the following criteria:

- Advancing/Leveraging Confidential Computing
 - Does this idea advance or leverage Confidential Computing?
 - Is this idea a significant scientific contribution to the field?
- Novelty
 - Is this idea unique given the current state of the art?
 - If it is not unique, how does it build upon the state of the art to take it to the next level?
- Technical Merit
 - Is this idea technically feasible?
 - Will the team realistically be able to execute against this idea in a reasonable timeframe?
 - Is this idea commercially viable?
- Google Cloud Tech
 - Does this idea leverage currently available (beta or GA) Google Cloud Confidential Computing product(s)?

Judges will evaluate and attribute a score to each Essay made up of scores based upon the above-listed criteria. The one (1) entry that receives the highest overall score will be selected as the potential winner. In the event of a tie, the Essay that received the higher score from the Judges in the category of “Technical Merit” will be selected as the potential winner. In the event a potential winner is disqualified for any reason, the Essay that received the next highest total score will be chosen as the potential winner.

On or about April 15, 2019, the potential winner 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 three (3) 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 **fourteen (14)** 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 Essays are received that meet the judging criteria, no prize will be awarded. Determinations of Judges are final and binding.

8. PRIZES:

One grand prize winner will win the following prize, which will include:

- a. One (1) Cash prize of \$15,000
- b. One (1) coupon for Google Cloud Platform credits worth \$5,000
- c. One (1) Google Home (standard) device (approx. retail value of \$129)

9. PRIZES FOR GRAND PRIZE WINNER:

The grand prize winner will receive the \$15,000 cash prize, less taxes; one coupon for Google Cloud Platform credits worth \$5,000; and one Google Home device.

Odds of winning any prize depends on the number of eligible entries received during the Contest Period and the skill of the entrants. The prizes will be awarded within approximately four (4) weeks of receipt by Sponsor of final prize acceptance documents. No transfer, substitution or cash equivalent for prizes 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 or any components thereto.

10. 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, PROVINCIAL AND FOREIGN 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.

11. GENERAL CONDITIONS: All federal, state, provincial and local laws and regulations apply. 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.

12. INTELLECTUAL PROPERTY RIGHTS: As between Google and the entrant, the entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Essay. As a condition of entry, entrant grants Google, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish,

distribute, publicly perform, create a derivative work from, and publicly display the Essay (1) for the purposes of allowing Google and the Judges to evaluate the Essay for purposes of the Contest, (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and Essay clips available for promotional purposes, and (3) to make improvements or add new features to Google products and services.

13. 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.

Participant acknowledges and agrees that Participant's data may be shared with co-sponsor. The use of the data by co-sponsor is subject to co-sponsor's privacy policy.

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:
c3-contest@google.com.

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

15. WARRANTY, INDEMNITY AND RELEASE: Entrants warrant that their Essays and Code (if applicable) are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Essay and Code (if applicable) and that they have the right to submit the Essay and Code (if applicable) in the Contest and grant all required licenses. Each entrant agrees not to submit any Essay 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 Essay, Code, 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.

16. 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.

17. INTERNET: Contest Entities are not responsible for any malfunction of the entire Contest Web Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Essays 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, computer equipment, or 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.

18. 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.

19. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a Essay 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 Essay 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 Essay under these Rules.

20. 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 entrants expressly waive any and all such rights.

21. 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.

22. WINNER'S LIST: You may request a list of winners after April 30, 2019 but before September 30, 2019 by sending emailing c3-contest@google.com.