

**GOOGLE CODE-IN 2017
PARENTAL CONSENT AND WAIVER AND RELEASE
(Contestant)**

INSTRUCTIONS FOR PARENT OR LEGAL GUARDIAN

This Parental Consent form must be filled out by a parent or legal guardian of the contestant. Improperly filled out forms will result in the contestant being ineligible to participate.

There are three ways to fill out this form. You only need to pick one:

1. Print out this entire document, fill it out, and sign it on Page 3. Scan or photograph all 11 pages of the form and have the contestant upload via the contest website. If there is more than one file, combine them into a zip archive for upload.
2. If your PDF viewer supports filling in forms, you may fill in the fields on Page 3, print it to a PDF to save the filled in content, and then have the contestant upload the file via the contest website. Please verify that the generated PDF contains your completed information.
3. This form may also be filled out online. Ask the contestant to send you the link provided on the contest website.

For any questions about filling out this form, please email gci-support@google.com.

FORM BEGINS ON NEXT PAGE

**GOOGLE CODE-IN 2017
PARENTAL CONSENT AND WAIVER AND RELEASE
(Contestant)**

This Parental Consent and Waiver and Release ("**Agreement**") is between Google Inc. ("**Google**") and you, as parent or legal guardian of the child named below who would like to be eligible to participate in the Google Code-in 2016 Contest ("**Contest**") which is described in the Contest Rules below.

Your child will not be eligible to participate in this Contest unless you complete this form.

YOUR CONSENT AND AGREEMENT

1. You warrant that your child is eligible to participate in the Contest under the Contest Rules below.
2. You understand and permit your child to participate in the Contest and you and your child agree to be bound by the Contest Rules.
3. If your child is selected as a Grand Prize Winner, you understand that your child, accompanied by one parent or legal guardian, will be invited to travel to Mountain View, California, on or about June 15, 2018 subject to the Contest Rules. You acknowledge that you have a medical insurance policy and that such insurance will be your primary source of payment should medical treatment be necessary as a result of you (or other parent/guardian) and your child's participation in the trip.
4. You give permission to Google and its subsidiaries, affiliates, licensees, successors, and assigns to make and have made audio, visual, and audiovisual recordings (in any format or media) of your child and you (if you accompany your child) while participating in the Grand Prize Winner's Trip (the "**Recordings**").
5. You grant Google a worldwide, sublicensable, transferable, perpetual, irrevocable, unrestricted license to reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use the Recordings and your child's name and entries to the Contest to promote Google Code-in without compensation to you or your child.
6. YOU HEREBY WAIVE AND RELEASE, and forever discharge Google and its agents, promoters, employees, officers, directors, affiliates, successors, and assigns, of and from any and all claims, demands, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that you or your child ever had or may have, arising from or in any way related to you and your child's participation in the Contest or a prize.
7. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between you and Google relating to the Contest. This Agreement will continue in full force and effect after the Contest ends. Any modifications to this Agreement must be agreed by both you and Google in writing and expressly state that it is amending this Agreement.

8. By signing below, you acknowledge that (i) you have read, understand and fully agree to the terms of this Agreement; and (ii) you understand and confirm that by signing this Agreement you have given up considerable future legal rights.

I am the parent or legal guardian of the child listed below and consent to this Parental Consent and Waiver and Release by my signature below, and I am mentally competent to enter into this Parental Consent and Waiver and Release.

Signature of Parent/Legal Guardian: _____

Printed First Name of Parent/Legal Guardian: _____

Printed Last Name of Parent/Legal Guardian: _____

Date: _____

Address of Parent/Legal Guardian:

Street Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

BY SIGNING ABOVE, I HEREBY CERTIFY that I am the parent and/or legal guardian of the child listed below, and I agree to the terms of this Parental Consent and Waiver and Release and the Contest Rules.

Printed First Name of Child: _____

Printed Last Name of Child: _____

GOOGLE CODE-IN 2017 CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

Please read these Contest Rules carefully as the rules form a binding legal agreement between you and Google Inc. with respect to the Google Code-in 2017 Contest (“Contest”). You may not participate in the Contest and are not eligible to receive any prizes unless you agree to these Contest Rules. Your registration for the Contest constitutes your agreement to these Contest Rules.

The words “include” and “including” as used herein mean “including but not limited to.”

1. Description of the Contest.

- 1.1 Sponsor. The Contest is sponsored by Google Inc. (“**Google**”), a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.
- 1.2 Overview.
 - (a) The Contest is a competition designed to:
 - (i) encourage and inspire pre-university students to begin participating in open source development;
 - (ii) help open source organizations identify and bring in new contributors; and
 - (iii) provide pre-university students interested in computer science and other fields with exposure to real-world software development, including coding work, documentation, and open source community involvement.
 - (b) As a registered contestant in the Contest, you may select a task provided by a participating open source organization (“**Organization**”). Once you have worked on the task and believe it is ready for the Organization to review, you may submit it as a Contest entry. Judges from each Organization will evaluate entries in accordance with these Contest Rules and prizes will be awarded to eligible contestants.
- 1.3 Contest Website. The website for the Contest (“**Contest Website**”) is located at g.co/gci.
- 1.4 Contest Period. The Contest begins at 9:00:00 A.M. Pacific Time (PT) on November 28, 2017 and ends at 9:00:00 A.M. PT on January 17, 2018 (“**Contest Period**”).
- 1.5 Changes to Contest. Google may suspend, cancel, or modify the structure of the Contest if technical difficulties or events beyond Google’s reasonable control prevent or make it unfair to run the Contest in accordance with these Contest Rules.

2. Eligibility.

- 2.1 VOID WHERE PROHIBITED. The Contest is void in United States embargoed countries and where prohibited by law.
- 2.2 Proof of Eligibility, Parental Consent. To participate in the Contest:
 - (a) You must be at least thirteen (13) years of age and no older than seventeen (17) years of age upon your date of registration for the Contest on the Contest Website.
 - (b) You must be enrolled in a pre-university (high school or secondary school) program when you register for the Contest.
 - (c) Your parent or legal guardian must consent to your participation and agree to these Contest Rules as evidenced by their signing of the Google Code-in Contest Parental Consent and Waiver and Release (“**Parental Consent**”).

2.3 Ineligible Individuals. You may not participate in this Contest if:

- (a) You are
 - (i) a resident of a United States embargoed country, Brazil, Italy, or Quebec,
 - (ii) ordinarily resident in a United States embargoed country,
 - (iii) participating as a Mentor in the 2017 Contest, or
 - (iv) otherwise prohibited by applicable export controls and sanctions programs.
- (b) You are an employee (including intern), contractor, officer, or director, of
 - (i) Google or its affiliates, or
 - (ii) an Organization or any of its affiliates.
- (c) You are an immediate family member (including a parent, sibling, child, spouse, or life partner regardless of where you live) of one of the individuals listed in subsection (b) above or you are a member of their household (whether related or not).
- (d) You are an immediate family member (including a parent, sibling, child, spouse, or life partner regardless of where you live) of a Mentor or Organization Administrator in the organization you plan to work with.

2.4 Requirements to Enter. In order to participate in the Contest, you must have

- (a) access to the Internet,
- (b) a Google Account,
- (c) a valid postal address, and
- (d) a valid email address.

2.5 Verifying Eligibility. Google reserves the right to verify your eligibility and to adjudicate on any dispute at any time. You agree to provide Google with any proof of eligibility requested by Google and your refusal or failure to timely provide such proof may result in your disqualification from the Contest.

2.6 Communications. All communications between Google and you, including the Contest Website and email communications, will be in English.

3. How to Register.

3.1 Registration. To enter the Contest, you must first register on the Contest Website during the listed registration times. You are responsible for determining the corresponding time in your time zone.

- (a) How to Register.
 - (i) First, sign in to your [Google Account](#). If you do not have a Google account, you can [create one](#) without charge from Google. If you already have a Gmail address, you can just sign in to your Gmail account.
 - (ii) Second, create a profile on the Contest Website during the registration period while you are logged into your Google account. You will not be able to claim any tasks if your signed Parental Consent is not uploaded to your Contest profile.

3.2 Privacy.

- (a) How Google May Use Your Information.
 - (i) Google will use the information you provide during registration and in any subsequent communications to administer the Contest (including verifying your eligibility to participate in the Contest, sending notifications regarding the Contest, and delivering

prizes). This data may be transferred into the United States and will be used and maintained in accordance with Google's [Privacy Policy](#).

- (ii) In addition to the uses set forth in Google's Privacy Policy, Google may use your information as follows:
 - (A) Google may use your information to respond to participation verification requests from third parties pursuant to school admissions applications, employment applications, and the like that you have submitted to such third parties.
 - (B) Google may use your aggregated, non-personally identifiable information for statistical purposes.
 - (C) Google and its agents may use your name, likeness, and statements without compensation to promote Google Code-in, including displaying it on the Contest Website.

- (b) Sharing Your Information. In addition to the circumstances set forth in Google's Privacy Policy, Google may share your information as follows:

- (i) The username you create during registration may be displayed publicly on the Contest Website and any archives of the Contest Website.
- (ii) Google will share your username with the Organizations.
- (iii) If you win a prize, Google will share your legal name, phone number, email address, and shipping address with third parties to fulfill shipment of the prize to you. If you are a Grand Prize Winner, Google will also share your information with third parties to book your travel and accommodation for the Grand Prize Winner's Trip.
- (iv) If you are a Finalist, Google may display your legal name on Google-run websites, including the Google Open Source Blog (<https://opensource.googleblog.com/>) and the Contest Website. If you are a Grand Prize Winner, Google may display your legal name and country of residence on Google-run websites.

- (c) Accessing Your Information. You may access and review the personal information in your Contest profile and edit such information through your profile during the Contest Period. If you would like to edit such information after the Contest Period, you may write to Google (Attention: Open Source Programs Office) at the address listed in Section 1.1 above for further assistance.

- 4. **How to Submit an Entry Once Registered**. To submit an entry to the Contest, you must find, claim, and work on a task provided by an Organization. There is no limit on the number of task entries you may submit; however, there are limitations on the tasks you may claim as described in Section 4.2 below.

- 4.1 Finding a Task. To find a task, visit the Contest Website. Each task will have a page describing:

- (a) the problem to be solved,
- (b) some general background information,
- (c) the time period for entry submission ("**Submission Period**"), and
- (d) the requirements that an entry for that task must meet in order to be designated as complete.

- 4.2 Claiming a Task. To work on a task, you must first claim it by clicking the "Claim this task" button, subject to the following:

- (a) you may only claim one (1) task at a time;

you may not claim a task that is currently claimed by another contestant;

- (b) you may not claim a task that you have already completed; and
- (c) you may not claim more than two (2) tasks labeled as beginner tasks.

4.3 Submitting a Task Entry.

- (a) The Submission Period begins when you claim the task. You must submit your task entry to the Contest within the Submission Period; otherwise, the task will be released for other contestants to claim. You will receive an email warning twenty-four (24) hours prior to expiration of the Submission Period.
- (b) You should review the description for the task carefully before submitting an entry. Each task may require different information to be submitted to be considered complete. Your entry must be in English unless otherwise specified in the task description. You may submit your entry on the Contest Website by either:
 - (i) uploading your original work product as an attachment, or
 - (ii) providing a URL to your work.

5. **Judging.** The Organization that provided the task will judge all entries for that task.

5.1 Judging Task Entries.

- (a) Each complete task entry is worth one (1) point.
- (b) The Organization that provided the task will determine if an entry satisfies the requirements stated on the task page and is complete.
- (c) Your entry will be considered incomplete if the entry is not properly licensed by you under the open source license specified by the Organization that provided the task, or if one is not specified by them, then
 - (i) for any software included in the entry, under an Open Source Initiative approved license of your choice; or
 - (ii) for anything else (not software) under the Creative Commons Attribution 3.0 Unported License.
- (d) If you want to challenge an Organization's determination that your entry was incomplete, you must contact Google using the email link provided on the Contest Website. Google will then re-examine the entry and make a final determination as to whether the entry was complete. Google's decision in this matter is final and binding.

5.2 Selecting Finalists and Grand Prize Winners. Each Organization will evaluate the work of the ten (10) highest scoring contestants who completed tasks for their Organization and will select five (5) of those contestants as Finalists and two (2) of those Finalists as Grand Prize Winners for their Organization. Each entry will be judged according to the following factors: creativity, thoroughness, and quality of work. The Organization may additionally factor the contestant's involvement in the Organization's community in the judging. The Organization's decision is final and binding.

- (a) Notwithstanding anything in the foregoing, if a contestant was selected as a Grand Prize Winner in any previous Google Code-in Contest, such contestant is ineligible to be selected as a Grand Prize Winner for this Contest.
- (b) If two (2) or more Organizations choose the same Grand Prize Winner, then the Grand Prize Winner will be named by the Organization that submitted the name to Google first. The other Organization(s) will then name their runner up as their Grand Prize Winner.
- (c) Finalists and Grand Prize Winners will be initially notified by email. Such contestants must upload proof of enrollment in a pre-university program to their Contest profiles within forty-eight (48) hours of such notification and respond to any other requests for information within seven (7) days of such notification or earlier if required by law.

- (d) In the event a Grand Prize Winner is disqualified for any reason, the runner up selected by the Organization will be chosen as the Grand Prize Winner.
- (e) The official list of Grand Prize Winners and Finalists will be posted on the Contest Website on or before January 31, 2018 for a period of at least sixty (60) days.

6. **Prizes.**

- 6.1 **No Completed Entries.** In the event that no completed entries are received, no prizes will be awarded.
- 6.2 **Prizes for Completed Entries.**
 - (a) You are eligible to receive one (1) digital certificate of completion with an approximate value of \$0 USD if you submit at least one (1) complete entry.
 - (b) In addition to the digital certificate, you are eligible to receive one (1) t-shirt with an approximate value of \$12 USD if you submit three (3) or more complete entries, unless you are a resident of a Restricted Country as defined in Section 6.10 below.
- 6.3 **Prizes for Finalists.** In addition to the prizes listed in Section 6.2 above, if you are selected as a Finalist, you are eligible to receive one (1) hooded sweatshirt with an approximate value of \$35 USD, unless you are a resident of a Restricted Country.
- 6.4 **Prizes for Grand Prize Winners.** If you are selected as a Grand Prize Winner, you are eligible to attend a Grand Prize Winner's Trip to Google's Headquarters in Mountain View, California, USA for you and one (1) parent or legal guardian. The prize consists of round-trip coach air transportation for you and your parent or legal guardian from the major airport nearest to your residence, ground transportation to and from the airport and at the event location, hotel accommodations for two (2) people for four (4) nights, and catered meals during the event plus an additional \$250 USD for food. Google will arrange the hotel accommodations at a hotel of Google's choice. Certain blackout dates apply. You are responsible for all other expenses, including those in obtaining a passport or visa, if applicable. You may not change the travel schedule once it has been arranged. Prior to ticketing:
 - (a) Your parent or legal guardian accompanying you must sign the Parental Consent; and
 - (b) Both of you must possess required travel documents (e.g., valid passport and visa, if applicable).
- 6.5 **Substitute Prizes.** Google may provide a substitute prize of equal or greater value at Google's discretion, or where required by law, or in the event all or part of a prize becomes unavailable. If you are unable to attend the Grand Prize Winner's Trip due to required National School Exams, Google may award an alternate prize.
- 6.6 **Taxes.**
 - (a) You are solely responsible for complying with all applicable tax laws and filing requirements. To remain eligible for a prize, you must submit to Google or the relevant tax authority all documentation requested by Google or required by applicable law within seven (7) days of Google's request or earlier if required by law.
 - (b) You are solely responsible for paying all taxes imposed on prizes awarded to you. All prizes will be net of any taxes Google is required by law to withhold.

6.7 No Warranties. Except as required by law, Google makes no warranties, express or implied, for prizes.

6.8 Forfeiture.

(a) You will forfeit your prize(s) if:

- (i) Your prize or prize notification is returned to Google;
- (ii) You provide an incorrect or incomplete shipping address;
- (iii) You fail to provide Google with information requested (e.g., adequate proof of enrollment in a pre-university program, etc.) within the required time frames;
- (iv) You fail to pay applicable taxes or timely submit applicable documentation to Google or the relevant tax authority; or
- (v) If you are a Grand Prize Winner, your parent or legal guardian accompanying you on the Grand Prize Winner's trip fails to return the signed Parental Consent within seven (7) days of Google's request.

(b) If you forfeit your prize as a Grand Prize Winner, an alternate Grand Prize Winner may be selected.

6.9 Disqualification. You may be disqualified from the Contest, forfeit any prizes you may be eligible to receive, and prohibited from participating in any future Google Code-in Contests if Google reasonably believes that you have attempted to undermine the legitimate operation of the Contest, including:

- (a) Providing false information about yourself during registration or concerning your eligibility;
- (b) Breaching or refusing to comply with these Contest Rules;
- (c) Threatening or harassing other contestants, Google, or any Organization, including their employees and representatives;
- (d) Tampering or interfering with administration of the Contest or with the ability of other contestants to participate in the Contest; or
- (e) Submitting content in an entry that:
 - (i) is not original,
 - (ii) violates the rights of a third party,
 - (iii) is lewd, obscene, pornographic, racist, sexist, or otherwise inappropriate to the Contest, or
 - (iv) violates any applicable law.

6.10 Restricted Countries. Due to shipping difficulties, Google will not ship physical goods to the following countries: Argentina, Belarus, Chile, Colombia, Kazakhstan, Mexico, Myanmar (Burma), Peru, Russia, and Ukraine (collectively, "**Restricted Countries**"). You acknowledge and agree that you will not receive any promotional materials (including t-shirts or hoodies) from Google for your participation if you reside in a Restricted Country.

7. Rights in Your Entries.

- 7.1 You retain all rights to your entry that you had before submitting it.
- 7.2 For any entry that you submit to the Contest, you grant Google and the Organization that listed the corresponding task a non-exclusive, worldwide, perpetual, irrevocable, free license to reproduce, prepare derivative works of, distribute, perform, display, and otherwise use such entry for the purpose of administering the Contest and promoting Google Code-in.

8. **Your Representations, Warranties, Indemnities.**

8.1 **Representations and Warranties.** You represent and warrant that:

- (a) the information you provide about yourself while registering or in subsequent communications with Google is truthful and accurate;
- (b) your entries are original;
- (c) you own all rights in your entries;
- (d) your entries do not violate any applicable laws; and
- (e) your entries do not violate any rights of any other person or entity or any obligation you may have with them.

8.2 **Indemnities.** You will indemnify Google and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- (a) your acts or omissions in relation to the Contest (including your use or acceptance of any prize and your breach of or non-compliance with these Contest Rules); and
- (b) your entries violating any rights of any other person or entity or any obligation you may have with them.

9. **Disclaimer.** THE CONTEST WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOOGLE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED), INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GOOGLE IS NOT RESPONSIBLE FOR ANY INCOMPLETE, FAILED, OR DELAYED TRANSMISSION OF YOUR REGISTRATION INFORMATION OR SUBMISSIONS DUE TO THE INTERNET, INCLUDING INTERRUPTION OR DELAYS CAUSED BY EQUIPMENT OR SOFTWARE MALFUNCTION OR OTHER TECHNICAL PROBLEMS.

10. **General.**

10.1 **Not an Offer or Contract Of Employment.**

- (a) You acknowledge that your participation is voluntary.
- (b) You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Organizations and that no such relationship is established by your submission of an entry to the Contest.
- (c) You understand and agree that nothing in these Contest Rules or an entry to the Contest or an award of a prize may be construed as an offer or contract of employment with either Google or any Organization.

- 10.2 Severability. If any term (or part of a term) of these Contest Rules is invalid, illegal or unenforceable, the rest of the Contest Rules will remain in effect.
- 10.3 Translations. In the event of any discrepancy between the English version of these Contest Rules and a translated version, the English version will govern.
- 10.4 Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE CONTEST RULES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.