

AGREEMENT

In order to enter the MIT BigData Challenge (the “Contest”), you must agree to these Official Rules (“Rules”). You agree that submission of an entry (“Entry”) to either the Prediction or Viz Challenge constitutes your full and unconditional agreement to these Rules, and you represent and warrant that you have read, understood, and agree to be bound by these Rules.

ELIGIBILITY

1. The Contest is open to receive Entries from single individuals or teams of any size (each, an “Entrant”), provided that the individual Entrant or one member of the Entrant’s team is a member of the MIT community who agrees to represent the Entrant in the contest (the “Entrant Representative”).
2. The Entrant Representative will demonstrate that he or she is a member of the MIT community by using his/her MIT web certificate to submit the Entry. Team Entries must disclose the names of all team members, including those without MIT affiliations. In the event that a Team Entry wins an Award, MIT shall distribute the Award by check made payable to the Entrant Representative, who may share out the proceeds among team members as the team members may agree. MIT shall have no liability to the other team members in connection with distributing or sharing out the Award.
3. [SOMETHING IN HERE ABOUT PEOPLE WHO ARE CONFLICTED OUT BY VIRTUE OF RELATIONSHIPS WITH CONTEST AUTHORITIES?]

DATA

1. In the course of preparing their Entries, you may make use of any or all of the data sets MIT makes available for download on the Contest website (the “Data Sets”), which may include but are not limited to the following:
 - Taxi Data (from Creative Mobile Technologies)
 - Public Transit Data (from MBTA)
 - Bicycle Use Data (from Hubway)
 - Relevant Twitter Data
 - Local Weather Data (from source)
 - Local Events Data (from source)
 - Local Points of Interest Data (from Gotham Boston)
2. MIT will make the Data Sets available for download as Zipped .csv files.
3. You may use ONLY the Data Sets provided by MIT when preparing your Entry. Your Entry may not use, introduce, or rely on any extraneous or additional data sets.
4. The Data Sets are for use in the Contest only, and you may not redistribute or reuse the data for purposes unrelated to the Contest.
5. You will not try to identify individuals or extract personal information from any of the Data Sets.

PRIZES

1. Viz Challenge. — [REDACTED]
2. Prediction Challenge. — [REDACTED]

ENTRY REQUIREMENTS

1. General. — To enter the MIT BigData Challenge, please visit [WEBSITE] (the “Website”) between [START DATE AND TIME] and [END DATE AND TIME] (the “Entry Period”), establish and log into your user account, complete the entry form and follow the instructions to upload your or your team’s Entry. Once you complete the entry form and upload your submission to the Website (see Submission Guidelines below for further information), your Entry will be entered into the MIT BigData Challenge.
2. No Fee. — **THERE IS NO FEE TO ENTER THE MIT BIGDATA CHALLENGE.**
3. Teams. — We encourage people to form teams — combining skills and expertise in design, transportation, programming, etc. There is no limit on the size of a team.
4. User Accounts. — To enter, you or a member of your team must establish a user account. An MIT web certificate is required in order to establish an account. If you use your web certificate to establish an account for your team, you will be the Entrant Representative for your team. You will use your account to submit your entries. Each Entrant, whether an individual or team Entrant, is entitled to only one user account.
5. Disqualification. — Entries that do not conform to the Submissions Guidelines and/or are received by MIT after the Entry Period will be disqualified from the Contest. MIT’s clock will be the official timekeeper for the Contest.
6. Void Entries. — MIT is not responsible for lost, late, illegible, incomplete, delayed, or misdirected Entries, and all such Entries are void under these Rules.
7. Intellectual Property. — You or your team members will continue to own your Entry, but by submitting the Entry you grant MIT and the City of Boston permission to use, copy, distribute, publicly display, and make derivative works of your Entry for any purpose, without any compensation to you.

Sam Madden 8/24/13 10:52 AM
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VIZ CHALLENGE SUBMISSION GUIDELINES

1. You may submit up to two Viz Challenge entries in total. In the event an Entrant submits more than two Entries, the first two Entries will be considered and the others will be rejected.
2. Entries must be data visualizations. Provided that the underlying visualization is accessible to judges for evaluation, MIT will accept submissions in a range of media formats, including but not limited to interactive web apps, graphic images, or video. Note that if you do create an interactive app (e.g., Javascript, Flash), it must function in a normal browser environment, and you must host it on your

own site. MIT retains complete discretion to decide what is and is not a valid visualization qualifying for review.

3. Depending on the type of media used for your Entry, your visualization will be hosted on our Website, on your own site, or on a third-party site. Standalone images will be uploaded and hosted on our Website. Videos must be uploaded to [THIRD PARTY HOST] and will be embedded on our site.
4. [judging criteria]

PREDICTION CHALLENGE SUBMISSION GUIDELINES

1. You may submit up to two (2) Prediction Entries per day while the Prediction Challenge is open. In the event an Entrant submits more than two (2) Entries in one day, the first two Entries will be considered and the others will be rejected.
2. [submission format]
3. You must provide us with a copy of your underlying source code for the purposes of judging the competition.
4. [judging criteria; Evaluation process and metrics, explanation of the leaderboard]

MISCELLANEOUS

1. Entrant's Representations and Warranties. — By participating in the Contest, the Entrant warrants and represents in connection with the Entry submitted as part of his/her participation in the Contest that: (a) Entrant is the sole and exclusive owner of (and free of any adverse claim by any person, firm, or corporation) all intellectual property rights in and to the Entry; (b) the Entry is original and the use of the Entry as described in these Official Rules will not infringe the proprietary rights, including without limitation the intellectual property rights, of any third party; (c) the use of the Entry, as described in these Official Rules, will be in compliance with any third-party licenses pertaining to the Entry; (d) the Entry is not obscene or libelous, and does not violate any rights of any third party, including but not limited to rights of privacy or publicity; (e) the Entry does not contain any virus, spyware, malware, trap door, worm, or any other device, mechanism or code that is injurious or damaging to software or hardware used in conjunction with the Entry; (f) the Entry and its use as described in these Official Rules will not violate any federal, provincial, state or local laws or ordinances; (g) no employer or educational or other establishment has any rights in the Entry; (h) the Entry is consistent with these Official Rules; and (i) the Entrant has the right to grant the license to MIT as required in these Official Rules.
2. Indemnity. — By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless MIT or its members, trustees, directors, officers, faculty, employees, students, fellows, or affiliates (the "MIT Parties") from any and all liability, claims, or actions of any kind (including, without limitation, property damage, personal injury, and/or death) arising out of the Entrant's (i) breach of any representation, warranty or covenant contained in these Official Rules; (ii) participation in the Contest; (iii) receipt, acceptance and/or use or misuse of any prize in connection with the Contest; or (iv) any third party claim relating to any rights in any design submitted.

3. Disclaimer of Warranties. — BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT MIT MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CONTEST AND/OR THE PRIZES.
4. Limitation of Liability. — NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE ENTRANT AGREES THAT IN NO EVENT WILL MIT OR THE MIT PARTIES BE LIABLE FOR MULTIPLE DAMAGES OR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF WHETHER MIT WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING. THE ENTRANT FURTHER AGREES THAT IN NO EVENT WILL THE LIABILITY OF MIT OR THE MIT PARTIES RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED \$10 USD. IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE ENTRANT AGREES THAT, BY ENTERING THE CONTEST, (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OR ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ANY CLAIMS, JUDGMENTS AND AWARDS ARE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST, BUT IN NO EVENT ATTORNEY'S FEES.
5. Final Decision. — All of MIT's decisions in connection with the Contest, including but not limited to decisions regarding eligibility, disqualification, the award of prizes, and the interpretation of these Rules, are final and binding.
6. Governing Law. — These Rules will be governed by the laws of the Commonwealth of Massachusetts and the federal laws of the United States of America, without regard to any applicable conflict of laws principles. The Entrant and MIT shall submit any dispute that arises under this Agreement to the exclusive jurisdiction of the state and federal courts in the Commonwealth of Massachusetts.