

# Canonical's Juju Charm Championships

## Terms of entry

These terms govern your ("**you**" or "**your**") participation in, and the operation of, the Juju Charm Championships 2013 (the "**Championships**"), sponsored and operated by Canonical Limited ("**Canonical**").

Your entry to the Championships will be governed by these terms. Please read these terms carefully before you enter into the Championships. By participating in the Championships, you agree to become bound by and to comply with these terms, which are final and binding.

### 1. What's happening? (Summary)

In accordance with these terms, if you are eligible (section 2) you may submit a "Championship Entry" (section 3) in one of the submission areas (section 4) during the "Championship Period" (section 5) and your entries will be evaluated and reviewed by Canonical's "Judging Panel" (section 6) and you may be awarded a prize (section 7). Your entry is governed by these terms (in particular sections 8 to 13).

### 2. Who can enter?

Anyone can participate in the Championships, so long as you (i) have an account at github.com and (ii) are not excluded as set out below.

To "enter" the Championships you will need to submit to Canonical your charm for the Championships (your "**Championship Entry**") and related information.

You may not enter into the Championships if:

- you do not agree to these terms of entry
- you are under any contractual or legal obligation that would not allow you to enter into the Championship or are otherwise restricted or prohibited by law
- you are an employee, officer, director or contractor of Canonical or a Canonical group company
- you are under 18 years of age during the Championship Period\*
- you are resident of Cuba, Iran, North Korea, Sudan or Syria or any other jurisdiction which is prohibited by Canonical

Please note that if you are a successful participant you may be asked to verify (to Canonical's reasonable satisfaction) that you are not excluded from being a participant.

\*Please note that if you are under 18, but over 13, and would like to take part in the Championships please contact us.

### 3. How can you enter?

You must:

- have an account at github.com\*

- submit your entry for Ubuntu 12.04
- submit your entry in English
- submit your own work (which may, for the avoidance of doubt, include charms from charm maintainers)
- submit your Championship Entry subject to an open source source software licence and any ancillary documentation subject to open information licences, as defined by the OSI (<http://opensource.org/osd-annotated>)
- endeavour to provide production quality entries
- submit entries for the “Charm Maintainer Prize” (as described at <https://juju.ubuntu.com/charm-championship>) as per the contribution steps. (In order to win the Charm Maintainer Prize your charm must be submitted into the charm store as per the contribution steps)

You may submit an entry on behalf of a team or a group of people. If you do so, for the purposes of these terms, your relationship with Canonical and the submission of the Championship Entry, you will be the “**Team Representative**” and you are entering into these terms on behalf of the team and are solely responsible for all communications, consents and receipt of any prize monies.

\*Please note that the Championship is not sponsored or endorsed by GitHub nor is GitHub in any way associated with the Championships.

#### 4. Submission areas

Your Championship Entry can be submitted in the following submission areas:

- **High Availability** – represents a full stack of HA-enabled services to accomplish a task
- **Data Mining** – represents a full stack of data mining and “big data” analysis
- **Monitoring** – represents a full stack of monitoring solutions for existing services

You may submit as many Championship Entries as you wish, but a maximum of two Championship Entries will be evaluated and judged for the Championship per person/team or group/Team Representative. If you submit more than two Championship Entries, please let Canonical know before the end of the Championship Period which two Championship Entries you wish to be judged on, otherwise Canonical may contact you and ask which two Championship Entries you are submitting or may, in its reasonable discretion, decide which Championship Entries will be judged for the purpose of the Championship.

\*Canonical may in its absolute discretion add other submission areas during the Championship Period.

#### 5. Timetable

- The Competition runs from 1 July 2013 to 1st October 2013 (the “**Championship Period**”). The Competition opens at 1800 GMT+1 (BST) and closes at 1800 GMT+1(BST)
- The Competition Entries will be evaluated and judged from 2nd October 2013 to 31

October 2013 by the Judging Panel (as defined below)

- Winning Championship Entries will be announced by Canonical once the judging process has been completed – anticipated to be November 2013

\*Times and dates may be adjusted in Canonical's absolute discretion.

## 6. Judging

Championship Entries will be evaluated and judged by no less than a three judge panel of Canonical personnel (the “**Judging Panel**”).

The Judging Panel will agree on the winners who may be awarded the prizes set out below. The winners may be chosen in the Judging Panel's absolute discretion. The Judging Panel will only pick deserving winners and may, in their absolute discretion, decide not to award prizes in a certain submission area if so agreed. All decisions of the Judging Panel are final.

For details of the Judging Panel criteria please see:  
<https://juju.ubuntu.com/charm-championship/>

## 7. Winner notification and prizes

There will be winners in each of the submission areas. The successful winners of the Championships will be awarded the following prizes by Canonical:

- **USD \$10,000** – Championship Entry Prize - per overall winning entry in each submission area
- **USD \$200 (or a pro-rata portion)** – Charm Maintainer Prize - per charm maintainer whose charm is used in a winning Championship Entry Prize bundle - to a maximum of \$3,000 per submission area (Where there are more than 15 payments in a submission area then each charm maintainer will receive a pro-rata portion of \$3,000)

Winners will be notified by email once the judging process has been completed. Winners will be asked to respond and confirm the Championship Entry within such time as is specified in such email. Failure to respond within the specified time may result in the successful participant being withdrawn from the Championships and forfeiting their winning status.

If you are confirmed as a winner we may ask you for additional payment and contact details in order to provide you with your prize. You will need to provide these within such time as is specified in such correspondence other you may forfeit your winning status.

Details of all winners will be posted on the Championship website following confirmation of and with the winners. Please contact us if you would like a printed copy of the winners list.

## 8. Entry submissions

You (and all members of your team, if applicable) grant to Canonical and its group companies a perpetual, worldwide, exclusive, royalty-free, transferable, irrevocable licence under such rights, title and interest you have in your Championship Entry, with rights to sub-licence through multiple tiers of sub-licensees, to:

- reproduce, modify, display (publicly or otherwise), perform, distribute and otherwise use and exploit your Championship Entry (and have others exercise such rights on Canonical's behalf, through multiple tiers of distribution) and any intellectual property accompanying, related to or embodied in the Championship Entry, in any form or media

- create derivative works from and incorporate the work into Canonical's products and services
- disclose, advertise and publicise your name and Championship Entry and use your name, photograph and other biographical information of you (and all members of your team, if applicable), without your prior consent, for marketing, advertising or promotional purposes in connection with the Championship

You (and all members of your team, if applicable) hereby waive any and all moral rights you have under laws worldwide in connection with the Championship Entry and Canonical's use of it or, where a waiver is not permissible, warrant not to enforce your moral rights against Canonical or its group companies.

You warrant and represent that you have the legal power and authority to grant the licence for the Championship entry or, where applicable and notified to and agreed with Canonical, have received permission to grant the above licence on behalf of a third party or have a waiver of all intellectual property rights from such third party.

Canonical may request from you evidence of such licence rights, waivers or permissions as it sees fit and you agree that you (and all members of your team, if applicable) will provide Canonical with such evidence and assistance where reasonably required.

## **9. Representations, warranties and indemnity**

You represent and warrant that your Championship Entry:

- is your own work (which may, for the avoidance of doubt, include charms from charm maintainers) and will not violate or infringe a third party's intellectual property or other rights
- is subject to open source licences and any ancillary documentation is subject to open information licences
- does not contain anything (including any virus or harmful or potentially harmful code) which is intended to, or is likely to, or may (i) impair the operation of Ubuntu 12.04 or Canonical's systems, (ii) cause loss of, or corruption or damage to, any program or data of Canonical or any other computer system, program or data in Canonical's control, or (iii) damage Canonical's reputation
- does not violate any contractual or legal obligation and is not restricted or prohibited by law
- and all information provided with it is and will remain accurate and complete
- is provided compliant with the age and territorial restrictions set out in section 2 above.

If you are a Team Representative, you represent and warrant that you have the authority to represent such team or group and to agree to these terms on behalf of each and every team or group member.

You (on your own behalf and on behalf of all members of your team, if applicable) will indemnify and hold harmless Canonical and its group companies from and against all claims, costs (including properly incurred adviser's costs), damages, expenses, losses or liabilities incurred by Canonical and its group companies as a result of (i) any breach by you of these terms, any use of your Championship Entry or any actions taken by you in relation to the Championship, and (ii) any

use by you of the prize(s) and any other matter in connection with your participation in the Championship.

## **10. Disclaimer and limitation of liability**

Canonical may suspend, cancel or modify the Championship in its absolute discretion.

Canonical may refuse to review, evaluate, judge or publish any Championship Entry in its absolute discretion, including any Championship Entry which is in violation of these terms or where you are in violation of these terms.

Canonical does not make and expressly disclaims any and all representations, warranties or conditions of any kind (whether express, implied, or arising by statute, custom, course of dealing or trade usage) with respect to the Championships or these terms or anything related thereto or in connection with these terms. Canonical expressly disclaims any and all implied warranties or conditions of title, satisfactory quality, merchantability, satisfactory fitness for a particular purpose and non-infringement. Canonical excludes all liability for any direct, indirect, incidental, special, consequential, exemplary, punitive or other damages, or lost profits, that may result directly or indirectly from these terms and/or your entry into the Championships.

You acknowledge and agree that, particularly due to the nature of Canonical's business and its employees and contractors, Canonical and Canonical's group companies may have ideas that are similar or identical to your Championship Entry and you will not be entitled to any compensation as a result of Canonical using similar or identical material. You acknowledge and agree that Canonical will not be liable (whether direct, indirect, incidental, special, consequential, exemplary, punitive or for other damages, or lost profits) with respect to the infringement or protection of your Championship Entry.

Nothing in these terms seeks to exclude or limit the liability of either party for (i) death or personal injury, (ii) any misrepresentation (fraudulent or otherwise) or (iii) any other liability which a party is not permitted to exclude or limit as a matter of applicable law.

## **11. Infringement**

If you have reason to believe that material provided as part of the Championship by Canonical or a third party is in breach of any law, regulation or third party's rights, you should notify Canonical in writing at the address below. In doing so, please:

- identify the material which you believe to be infringing
- identify what you believe this material infringes and why
- provide your name, email address, address and telephone number
- confirm that you believe in good faith that this material is infringing a law or third party's rights and that, to the best of your knowledge, the information you are providing is correct
- identify if you are acting on behalf of the third party whose rights may have been infringed
- provide your physical or electronic signature

## **12. Privacy**

By entering the Championship and submitting a Championship Entry to Canonical you agree to the collection, use and processing of your personal data by Canonical and its group companies for the purposes of administering the Championship, providing the winners with prizes and other in accordance with these terms and Canonical's privacy policy:

<http://www.canonical.com/aboutus/privacypolicy>.

As per Canonical's privacy policy the information you provide to us will be held on computers and may be accessed by or given to our staff working inside and outside of the UK and to third parties, including contractors and companies within Canonical's group of companies, for the purposes set out in these terms. By accepting these terms and submitting a Championship Entry,

you acknowledge that it may be necessary for your information to be processed by such parties and that it may be transferred to someone who provides a service to us in another country, including some outside of the European Economic Area, and you consent to such processing and transfer. If it is necessary to transfer your personal information outside of the European Economic Area we will make every effort to ensure that the person to whom we pass the personal information agrees to treat it with the same level of protection as we do.

### **13. General**

Any failure or delay by Canonical to exercise any right or remedy in enforcing these terms will not be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude further exercise of that right or remedy by Canonical.

The terms comprise the entirety of the terms of entry in relation to the Championship and supersede any previous arrangements of any kind. These terms govern all participation in the Championships and cannot be modified or superseded except by Canonical, in its reasonable discretion. In the event of any inconsistency between these terms and any other communication by Canonical, these terms will govern.

By entering into the Championship and complying with these terms you acknowledge and agree that you have no expectation of any partnership, joint venture or employment with Canonical or any Canonical group company and you agree that neither you nor Canonical have entered into any agreement (oral or written) in relation to your Championship entry. You waive any and all rights to claim compensation for any prize money or use of your Championship entry. You acknowledge and agree that you are submitting your Championship Entry for the Championship and you do not expect and are not entitled to any consideration.

These terms, the Championships, your participation in the Championship and your Championship Entry are governed and shall be construed in accordance with the laws of England and you and Canonical agree to submit to the exclusive jurisdiction of the English Courts.

### **14. Contact us**

If you have any questions in relation to these terms, the Championships, would like a printed copy of these terms or would like to ask us questions or feedback on your Championship entry, please contact <https://lists.ubuntu.com/mailman/listinfo/juju>. #juju on freenode IRC, jorge@ubuntu.com or write to Canonical at the correspondence address below.

#### **Canonical Limited**

Registered in the Isle of Man

Registered Office: 12-14 Finch Road, Douglas, IOM IM99 1TT

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