

## **Seagate Big Data Challenge (the “Data Challenge”)**

### **Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

SUBMISSION OF ANY ENTRY CONSTITUTES AGREEMENT TO THESE OFFICIAL RULES AS A CONTRACT BETWEEN ENTRANT (AND EACH INDIVIDUAL MEMBER OF ENTRANT) AND THE DATA CHALLENGE SPONSOR.

### **1. Dates and Timing**

**Registration Period:** Monday July 12, 2021 (8:00 am Pacific Time) – Tuesday August 31, 2021 (9:00 am Pacific Time) (“Registration Period”).

**Submission Period** Monday July 12, 2021 (9:00 am Pacific Time) – Thursday November 4, 2021 (11:00 pm Pacific Time) (“Submission Period”).

**Judging Period:** Friday November 5, 2021 (10:00 am Pacific Time) – Friday November 12, 2021 (9:00 pm Pacific Time) (“Judging Period”).

**Winners Announced:** On or around Monday, November 15, 2021 (6:00 pm Pacific Time).

### **2. Sponsor and Administrator**

Seagate Technology LLC, 47488 Kato Rd, Fremont CA 94538

### **3. Eligibility**

#### **The Data Challenge IS open to:**

- Individuals who are at least the age of majority where they reside as of the time of entry (“Eligible Individuals”);
- Teams of Eligible Individuals (“Teams”); and
- Organizations (including corporations, not-for-profit corporations and other nonprofit organizations, limited liability companies, partnerships, and other legal entities) that exist and have been organized or incorporated at the time of entry.

(the above are collectively, “Entrants” or “you” or “You”)

An Eligible Individual may join more than one Team or Organization and an Eligible Individual who is part of a Team or Organization may also enter the Data Challenge on an individual basis. If a Team or Organization is entering the Data Challenge, they must appoint and authorize one individual (the “Representative”) to represent, act, and enter a Submission, on their behalf. By entering a Submission on behalf of a Team or Organization you represent and warrant that you are the Representative authorized to act on behalf of your Team or Organization.

#### **B. The Data Challenge IS NOT open to:**

- Individuals who are residents of, or Organizations domiciled in, a country, state, province or territory where the laws of the United States or local law prohibits participating or receiving a prize in the Challenge (including, but not limited to, Brazil, Quebec, Mexico, Philippines, United Arab Emirates, and Cuba, Iran, North Korea, Syria, Crimea and any other country or territory designated by the United States Treasury's Office of Foreign Assets Control).
- Organizations involved with the design, production, paid promotion, execution, or distribution of the Challenge, including the Sponsor and IEEE("Promotion Entities").
- Employees, representatives and agents\*\* of such Promotion Entities, and all members of their immediate family or household\*
- Any other individual involved with the design, production, promotion, execution, or distribution of the Challenge, and each member of their immediate family or household\*
- Any Judge (defined below), or company or individual that employs a Judge
- Any parent company, subsidiary, or other affiliate\*\*\* of any organization described above
- Any other individual or organization whose participation in the Challenge would create, in the sole discretion of the Sponsor and/or Administrator, a real or apparent conflict of interest.

\*The members of an individual's immediate family include the individual's spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings. The members of an individual's household include any other person that shares the same residence as the individual for at least three (3) months out of the year.

\*\*Agents include individuals or organizations that in creating a Submission to the Challenge, are acting on behalf of, and at the direction of, a Promotion Entity through a contractual or similar relationship.

\*\*\*An affiliate is: (a) an organization that is under common control, sharing a common majority or controlling owner, or common management; or (b) an organization that has a substantial ownership in, or is substantially owned by the other organization.

#### 4. How To Enter

Entrants may enter by visiting filling out the form at <https://forms.office.com/r/rgaDkHJKag> and taking the following the steps:

- Complete and enter all of the required fields on the registration form.
- Review and Agree to the Terms and Conditions of the Data Challenge (the "Official Rules"); including the updated prize amounts announced as of August 18, 2021 and set forth below.
- Review and Agree to the applicable privacy policy regarding treatment of your personal information in connection with the Data Challenge, as set forth on the registration form and in the Official Rules.
- You will be directed to the Seagate github site at <https://github.com/Seagate/BigDataChallenge> (the "GitHub Site") to get access to the applicable data set relating to the Data Challenge and further instructions on entry. You will also be required to review and agree to the GitHub Site terms and conditions.

## **Project Entry Requirements**

(i) What to Create: Entrants must create a folder (an “Entry” or a “Submission”) with their email address on the Data Challenge GitHub Site repository and submit their source code relating to their Data Challenge Entry so the Entrant’s claimed results in the Entry can be internally validated against the holdout set by the judges of the Data Challenge contest.

(ii) Functionality: The source code provided in the Entry must be executable. Virtual environment requirement document must be provided.

(iii) New & Existing: Submissions must be either newly created by the Entrant during the Submission Period or, if the Submission existed prior to the Submission Period, must have been updated during the Submission Period.

(iv) Third Party Integrations: If a Submission integrates any third-party SDK, APIs and/or data, Entrant must be authorized to use them in accordance with these Official Rules (including any posting on GitHub).

(v) Testing: The Entrant must make the Submission available free of charge and without any restriction, for testing, evaluation and use by the Sponsor and Judges until the Data Challenge contest is completed

## **Language Requirements**

All Submission materials must be in English or, if not in English, the Entrant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted.

## **Team Representation**

If a team or organization is entering the Data Challenge, they must appoint and authorize one individual (the “Representative”) to represent, act, and enter a Submission, on their behalf. The Representative must meet the eligibility requirements above. By entering a Submission on the Data Challenge Website on behalf of a team or organization you represent and warrant that you are the Representative authorized to act on behalf of your team or organization.

**Intellectual Property:** Your Submission must: (a) be your (or your Team, or Organization’s) original work product; (b) be solely owned by you, your Team, your Organization with no other person or entity having any right or interest in it; and (c) not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity. An Entrant may contract with a third party for technical assistance to create the Submission provided the Submission components are solely the Entrant’s work product and the result of the Entrant’s ideas and creativity, and the Entrant owns all rights to them. Any source code submitted as part of the Submission must be licensed under the Apache License, version 2.0 or other open source license compatible with the Apache License, version 2.0. An Entrant may submit a Submission that includes the use of open source software or hardware, provided the Entrant complies with applicable open source licenses and, as part of the Submission, creates software that enhances and builds upon the features and functionality included in the underlying open source product. By entering the Challenge, you represent, warrant, and agree that your Submission meets these requirements.

**Financial or Preferential Support:** A Submission must not have been developed, or derived from a Project developed, with financial or preferential support from the Sponsor. Such Projects include, but are not limited to, those that received funding or investment for their development, were developed

under contract, or received a commercial license, from the Sponsor any time prior to the end of the Submission Period. The Sponsor, in its sole discretion, may disqualify a Submission, if awarding a prize to the entrant would create a real or apparent conflict of interest.

## 5. Submission Modifications.

A. Draft Submissions: Prior to the end of the Submission Period, you may save draft versions of your Submission on the Github Site to your folder before submitting the Submission materials to the Data Challenge for evaluation. Once the Submission Period has ended, you may not make any changes or alterations to your Submission, but you may continue to update your Submission materials in your Entry prior to the end of the Submission Period..

B. Modifications After the Submission Period. The Sponsor may permit you to modify part of your Submission after the Submission Period for the purpose of adding, removing or replacing material that potentially infringes a third party mark or right, discloses personally identifiable information, or is otherwise inappropriate. The modified Submission must remain substantively the same as the original Submission with the only modification being what the Sponsor permits.

## 6. Judges & Criteria.

Eligible Submissions will be evaluated by a panel of judges selected by the Sponsor (the “Judges”). Judges may be employees of the Sponsor, IEEE or third parties, may or may not be listed individually on the Data Challenge Website, and may change before or during the Judging Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the sponsor. This contest is a skills contest, and Entries will be judged on the following equally weighted criteria, and according to the sole and absolute discretion of the judges:

- Quality of the Idea (Includes creativity, originality of the idea, quality of Submission components)
- Implementation of the Idea as demonstrated by the accuracy of the results on holdout set and runtime execution efficiency.

The scores from the Judges will determine the potential winners of the applicable prizes. The Entrant(s) that are eligible for a Prize, and whose Submissions earn the highest overall scores based on the applicable Judging Criteria, will become potential winners of that Prize.

**Tie Breaking.** For each Prize listed below, if two or more Submissions are tied in scores, the tied Submission with the highest score in the first applicable criterion listed above will be considered the higher scoring Submission. In the event any ties remain, this process will be repeated, as needed, by comparing the tied Submissions’ scores on the next applicable criterion. If two or more Submissions are tied on all applicable criteria, the panel of Judges will vote on the tied Submissions based on the judging criteria detailed above.

## 7. Intellectual Property Rights.

All Submissions remain the intellectual property of the individuals or organizations that developed them. By submitting an entry, entrants grant to Sponsor, and agree that the Sponsor will have a fully paid, non-exclusive license to use such entry Submission for judging the entry. Entrants agree that the sponsor shall have the right to promote the Submission and use the name of all individuals contributing to a

Submission, in any materials promoting or publicizing the Challenge and its results, during the Data Challenge Period and for three years thereafter. Some Submission components may be displayed to the public. Other Submission materials may be viewed by the Sponsor, and Judges for screening and evaluation. By submitting an Entry or accepting any prize, entrants represent and warrant that (a) submitted content is not copyrighted by, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless entrant is the owner of such rights or has permission from their rightful owner to post the content; (b) any source code included in the Submission is licensed under the Apache License, version 2.0 or other open source license compatible with the Apache License, version 2.0 and (c) the content submitted does not contain any viruses, Trojan horses, worms, spyware or other disabling devices or harmful or malicious code.

**8. Prizes. 8. Prizes. Cash Prizes will be awarded to the top 3 winners as listed below.**

Winner	Prize	Eligible Entries
First Place	\$2000.00 USD	All eligible entries
Second Place	\$1,000.00 USD	All eligible entries
Third Place	\$500.00 USD	All eligible entries

**IMPORTANT NOTES ON MULTIPLE PRIZE ELIGIBILITY:**

Each Submission is eligible for 1 prize. Entrants may not win more than 1 prize.

**A. Substitutions & Changes:** Prizes are non-transferable by the winner. Sponsor in its sole discretion has the right to make a prize substitution of equivalent or greater value. Sponsor will not award a prize if there are no eligible Submissions entered in the Data Challenge, or if there are no eligible Entrants or Submissions for a specific prize.

**B. Verification Requirement:** THE AWARD OF A PRIZE TO A POTENTIAL WINNER IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER AND THEIR ELIGIBILITY IN THE CREATION OF THE SUBMISSION. No Submission or Entrant shall be deemed a winning Submission or winner until their post-competition prize affidavits have been completed and verified, even if prospective winners have been announced verbally or on the IEEE or competition website. The final decision to designate a winner shall be made by the Sponsor and/or IEEE.

**C. Prize Delivery:** Prizes will be payable or deliverable to the Entrant, if an individual; to the Entrant's Representative, if a Team; or to the Organization, if the Entrant is an Organization. It will be the responsibility of the winning Entrant's Representative to allocate the Prize among their Team or Organization's participating members, as the Representative deems appropriate. A monetary Prize will be mailed to the winning Entrant's address (if an individual) or the Representative's address (if a Team or Organization), or sent electronically to the Entrant, Entrant's Representative, or Organization's bank account, only after receipt of the completed winner affidavit and other required forms (collectively the "Required Forms"), if applicable. Physical prizes will be delivered to the address provided by Entrant's Representative. Failure to provide correct information on the Required Forms, or other correct information required for the delivery of a Prize, may result in delayed Prize delivery, disqualification of the Entrant, or forfeiture of a Prize. Prizes will be delivered within 60 days of the Sponsor's receipt of the completed Required Forms.

**D. Fees & Taxes:** Winners (and in the case of Team or Organization, all participating members) are responsible for any fees associated with receiving or using a prize, including but not limited to, wiring fees or currency exchange fees. Winners (and in the case of Team or Organization, all participating members) are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal,

state/provincial/territorial and local). Winners may be required to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents may be required to provide a completed form W-9 and residents of other countries may be required to provide a completed W-8BEN form. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the Prize to relevant government departments/agencies, if necessary. The Sponsor and/or Prize provider reserves the right to withhold a portion of the prize amount to comply with the tax laws of the United States or other sponsor jurisdiction, or those of a winner's jurisdiction.

## **9. Entry Conditions and Release.**

A. By entering the Data Challenge, you (and, if you are entering on behalf of a Team, Organization each participating members) agree(s) to the following:

(i) The relationship between you, the Entrant, and the Sponsor and IEEE is not a confidential, fiduciary, or other special relationship.

(ii) You will be bound by and comply with these Official Rules and the decisions of the Sponsor, IEEE, and/or the Judges which are binding and final in all matters relating to the Data Challenge.

(iii) You release, indemnify, defend and hold harmless the Promotion Entities, and their respective parent, subsidiary, and affiliated companies and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Data Challenge, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Entrant's entry, creation of Submission or entry of a Submission, participation in the Challenge, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.

B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

(i) any incorrect or inaccurate information, whether caused by the Sponsor or IEEE's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Challenge;

(ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Data Challenge Website;

(iii) unauthorized human intervention in any part of the entry process or the Data Challenge;

(iv) technical or human error which may occur in the administration of the Data Challenge or the processing of Submissions; or

(v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Entrant's participation in the Data Challenge or receipt or use or misuse of any Prize.

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Entrants. Proof of sending or submitting the aforementioned will not be deemed to be proof of receipt by the Sponsor or Administrator. If for any reason any Entrant's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is to request the opportunity to resubmit its Submission. Such a request must be made promptly after the

Entrant knows or should have known there was a problem and will be determined at the sole discretion of the Sponsor.

## **10. Publicity.**

By participating in the Data Challenge, Entrant consents to the promotion and display of the Entrant's Submission, and to the use of personal information about themselves for promotional purposes, by the Sponsor, IEEE, and third parties acting on their behalf or in connection with the Data Challenge. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments and hometown and country of residence. It may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes but is not limited to advertising and promotional purposes.

## **11. General Conditions.**

A. Sponsor and IEEE reserve the right, in their sole discretion, to cancel, suspend and/or modify the Data Challenge, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.

B. Sponsor and IEEE reserve the right in their sole discretion to disqualify any individual or Entrant if it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Data Challenge, or a violation of any applicable law or regulation.

C. Any attempt by any person to undermine the proper conduct of the Data Challenge may be a violation of criminal and civil law. Should the Sponsor or IEEE suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring an Entrant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.

D. If there is any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Challenge materials, including but not limited to the Challenge Submission form, Data Challenge Website, or advertising, the terms and conditions of the Official Rules shall prevail.

E. The terms and conditions of the Official Rules are subject to change at any time, including the rights or obligations of the Entrant, the Sponsor and IEEE. The Sponsor will post the terms and conditions of the amended Official Rules on the Challenge Website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.

F. If at any time prior to the Submission Period deadline, an Entrant or prospective Entrant believes that any term in the Official Rules is or may be ambiguous, they must submit a written request for clarification.

G. The Sponsor or IEEE's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to an Entrant, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

H. Excluding Submissions, all intellectual property related to this Data Challenge, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Sponsor and/or IEEE. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Sponsor or IEEE's intellectual property shall be solely to the extent provided for in these Official Rules.

## **12. Limitations of Liability.**

By entering, all Entrants (including, in the case of a Team or Organization, all participating members) agree to release the Released Parties from any and all liability in connection with the Prizes or Entrant's participation in the Data Challenge; provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

## **13. Disputes.**

Except where prohibited by law, as a condition of participating in this Data Challenge, Entrant agrees that:

Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (i.e., costs associated with entering this Challenge), and Entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with this Challenge, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA without regard to its choice of law rules. Any and all legal actions or claims arising in connection with this Promotion must be brought in a court of competent jurisdiction in California, United States of America.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

## **14. Entrant's Personal Information.**

**ENTRANTS' PERSONAL INFORMATION:** By entering the Promotion, Entrants consent to Sponsor's collection, use and disclosure of their personal information to administer the competition including without limitation, as described in these Official Rules. For additional details on how Sponsor manages the personal information it collects in connection with promotions, please see Sponsor's Privacy Statement, available at <http://www.seagate.com/about/legal-privacy/privacy-statement/>. If an Entrant has opted-in for future communications, their personal details will be used to provide information regarding Sponsor's products, service offerings and details of future promotions, consistent with applicable law. By entering this skills contest or providing personally identifiable information, each Entrant consents to the collection, processing, maintenance and transfer of such information in and to the United States and other applicable territories outside of the country where the data was collected or entrant's country of residence. In the event of an inconsistency between these Official Rules and the Sponsor's Privacy Statement, these Official Rules shall prevail. Sponsor partners with third parties to promote and



administer competitions and may share entrants' personal information with these third-party partners, who will handle the information according to their own privacy policies, including the following:

- GitHub: <https://docs.github.com/en/github/site-policy/github-privacy-statement>

**15. Seagate Marks.** Sponsor (on its own behalf and on behalf of its licensors) retains all right, title and interest in the Seagate tradenames, trade dress, product designs, logos and trademarks and/or service marks ("Seagate Marks"). Entrant will take no action inconsistent with Sponsor's rights in the Seagate Marks. Entrant will not make any disparaging use of Seagate Marks or in any way tarnish or blur the distinctive nature of the Seagate Marks. Entrant agrees not to register or attempt to register any Seagate Mark (or any potentially confusing name or trademark) in any manner, including, without limitation, as or part of a trademark, service mark, logo, slogan, Internet domain name or otherwise. All use of the Seagate Marks by entrant will inure solely to the benefit of Sponsor. If at any time entrant acquires any rights in, or registration(s) or application(s) for any Seagate Marks by operation of law or otherwise, entrant will immediately and at no expense to Sponsor assign such rights, registrations or applications to Sponsor, along with any and all associated goodwill. Entrant may not incorporate entrant's or any third-party marks into any Seagate Mark nor may entrant integrate any Seagate Mark into any of entrant's own marks, logos, or designs. Entrant will not use any Seagate Mark in any manner that creates confusion as to the source, sponsorship, or association of entrant with Sponsor. Entrant agrees to take all steps necessary to avoid creating the false impression that Seagate is in any way the source, sponsor, or licensor of any entrant content, product or service. Entrant will not use or display any Seagate Marks in any manner that may disparage Sponsor, its products or services, or for promotional goods or for products which, in Sponsor's sole discretion may diminish or otherwise damage Sponsor's goodwill in any Seagate Marks.

**17. Country-specific Requirements (French Residents Only).** Telecommunication and access expenses corresponding to the time of connection on the Promotion have been evaluated at the flat fee of .50 EUROS per entry and shall be reimbursed to any entrant who requests it. Requests must be sent in writing by the entrant at Seagate Technology LLC, 4788 Kato Road, Fremont, CA 94538, CA, ATTN: "Global Marketing Promotions" within fifteen days from the end of the Promotion (the post stamp being the reference) and supplying his/her bank details (RIB). The stamps used for the reimbursement request at the normal rate may also be reimbursed upon written request in the same deadline at the same address.

Rev. 8.18.2021