# **Object detection competition**

# SAR Object Detection Competition Rules

### **GUIDELINES**

### **Competition period**

The start and end dates and times for the competition are set forth on the Competition Website \( \bigcirc \) Inception Robotics SAR Object Detection Challenge (collectively, the "Competition Period").

### **External data**

External Data (defined in the Competition Rules) is permitted in this Competition provided Participants have all rights, licenses and permissions to use the External Data as contemplated in the Competition Rules. Top performing Participants will be required to certify in writing that they have permission to use all External Data used to develop potentially winning Submissions, and may be required to provide documentation demonstrating such permission to Competition Sponsor's satisfaction. Failure to satisfy these requirements or Sponsor's belief that the Participant does not have all necessary consents and licenses (notwithstanding any certification by Participant) will result in disqualification from the Competition and forfeiture of any prize claim.

### Winning License Type: Open licensing of winners

To be eligible to win a prize in this Competition, winning Submissions and all source code used to generate the Submissions need to be made available under an Approved OSS License in order to be eligible for recognition and prize money. Please refer

• Inception Robotics SAR Object Detection Challenge

for the open-source license requirements.

### **Documentation for winning submissions**

Winning Submissions and all source code used to generate the Submissions must be documented.

### **Submission limits**

The deliverable submission limits for this competition are set forth on the Competition Website Inception Robotics SAR Object Detection Challenge . Any attempt to circumvent stated limits will result in disqualification.

# **Private sharing of code**

Privately sharing code or data outside of teams is not permitted.

# **FULL RULES**

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

BY ENTERING THIS COMPETITION, PARTICIPANT AGREES TO THESE COMPETITION RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE COMPETITION ENTITIES FROM THE PARTICIPANT (i.e., A REQUIREMENT THAT THE PARTICIPANT DEFEND COMPETITION ENTITIES FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF PARTICIPANT'S RIGHTS AND REMEDIES.

These are the complete, official rules (the "Competition Rules") for the competition (the "Competition") described on the SAR Object Detection Competition pages accessible from Inception Robotics SAR Object Detection Challenge or linking to these Competition Rules (the "Competition Website"). These Competition Rules incorporate by reference the contents of the Competition Website listed above.

The Competition is hosted and sponsored by Inception Robotics, LLC. (the "Competition Sponsor"). Competition Sponsor is referred to as the "Competition Entities". The Competition will run according to the dates listed on the Competition Website (the "Competition Period"). By downloading a dataset linked from the Competition Website, submitting an entry to this Competition (a "Submission"), or joining a Team in this Competition, you are agreeing to be bound by these Competition Rules which constitute a binding agreement between you and the Competition Entities.

Each registered individual or Team is referred to as a Participant. You may only compete

using a single, unique team name registered by using the form provided on the competition website at \int Inception Robotics SAR Object Detection Challenge.

Competing using more than one team per individual is a breach of these Competition Rules and Inception Robotics, LLC reserves the right to disqualify any individual (or Team including an individual) who is found to breach these Competition Rules.

### **Eligibility**

The Competition is open to all natural persons who, at the date of entry, are a legal resident of a country, state, province or territory within the Territory and at least eighteen years of age and the age of majority in their jurisdiction of residence. Legal entities and organizations are not eligible for entry. There is no purchase or donation necessary to enter the Competition. All potential winners must successfully pass a sanctions screening by Competition Entities to be eligible to receive any prize in this Competition.

Officers, directors, employees and advisory board members (and their immediate families and members of the same household) of the Competition Sponsor and any family member or member of the same household (whether or not related) of any such persons are not eligible to win a prize in this Challenge. For purposes of this Challenge, the term "family member" is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law. In addition, government officials or political figures (all as determined by Competition Sponsor in its sole discretion) are not eligible to participate in the Competition.

For the purposes of this Competition, the "Territory" means any country, state, province, territory, region, or jurisdiction where the laws of the United States or local law do not prohibit participating or receiving a prize in the Challenge and excludes any area or country designated by the United States Treasury's Office of Foreign Assets Control (e.g. Cuba, Sudan, Crimea, Iran, North Korea, Syria, Venezuela).

# Registration

If you meet the eligibility requirements and would like to participate, then you must first complete the Competition registration process through the Competition Website within the Competition Period. After you complete the registration process and agree to the Dataset License Agreement located at

GitHub - zcablii/SARDet\_100K: Offical implementat...). Use of the Datasets is subject to the Dataset License Agreement. All Submissions must be received during the Competition Period and only Submissions submitted and received during the Competition period that otherwise meet the requirements in these Competition Rules will be eligible to win Prizes in this Competition. To register, visit the Competition Website and follow the instructions to complete and submit your registration.

After you register individually, you may join a group of individuals with which to

collaborate (each group, a "Team"), but you may register only once for the Competition either as an Individual or as part of a Team. If you register for the Competition more than once, you may be, and the remainder of your Team may be, disqualified in Competition Entities' sole discretion. Any natural person completing any portion of the participation process described in these Competition Rules on behalf of a Team must be authorized to act on behalf of that Team. An individual Participant cannot join more than one (1) Team and a Participant who is part of a Team cannot also enter the Competition on an individual basis.

You acknowledge and agree that you are solely responsible for abiding by your employer's policies regarding participation in the Competition. Competition Sponsor disclaims any and all liability or responsibility for disputes arising between an employee and employer related to this Competition and failure to resolve any such dispute to Competition Entities' satisfaction may result in disqualification from the Competition. Participants (including each member of a Team) must not be under any legal or contractual obligation that would prohibit their participation in this Competition as described in these Competition Rules. If participating in this Competition would result in a violation by Participant of any law applicable to them or any agreement to which they are a party or employer or company policies and procedures, such Participant is ineligible. Participants and Teams (including each member of a Team) represent and warrant that their participation in this Competition does not violate their employer's or company's policies and procedures. If you are participating within the scope of your employment, as an employee, contractor, or agent of a legal entity, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a prize.

BY ENTERING THE COMPETITION YOU ACCEPT THE CONDITIONS STATED IN THESE COMPETITION RULES INCLUDING THE RULES ON THE COMPETITION WEBSITE, AGREE TO BE BOUND BY THE DECISIONS OF THE COMPETITION SPONSOR AND DRIVENDATA AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE COMPETITION RULES, THEN PLEASE DO NOT REGISTER FOR THE COMPETITION. WE RECOMMEND THAT YOU PRINT OUT A COPY OF THESE COMPETITION RULES FOR YOUR FUTURE REFERENCE.

### **Teams**

FORMING A TEAM. Multiple individuals may collaborate as a Team. You may not participate on more than one Team.

TEAM PRIZES. If a Team wins a monetary Prize, Inception Robotics, LLC will allocate the Prize money in even shares between the Team members unless the Team unanimously contacts Inception Robotics, LLC before the Prize is awarded to request an alternative prize distribution.

### **Entry submissions**

Each Submission must be provided in the manner and format specified on the Competition Website.

All Submissions must be received during the Competition Period and only those Submissions submitted and received during the Competition Period will be eligible to win Prizes. The Submission includes all data, content, copy and/or all other materials submitted in the manner and format specified on the Competition Website via the entry form, as well as all documentation provided by entrants for winning Submissions. The number of Submissions a Participant may submit during each Phase of the Competition Period will be displayed on the Competition Website.

USER SUBMISSIONS, INCLUDING POTENTIAL WINNERS' ACCOMPANYING DOCUMENTATION (DEFINED BELOW) MUST IN THEIR ENTIRETY COMPLY WITH ALL APPLICABLE FEDERAL, STATE, LOCAL, AND INTERNATIONAL LAWS AND REGULATIONS. WITHOUT LIMITING THE FOREGOING, IN ORDER TO BE ELIGIBLE, YOU WARRANT THAT YOUR SUBMISSION FOR THIS COMPETITION MEETS THE FOLLOWING SUBMISSION CRITERIA, ALL AS DETERMINED IN THE SOLE DISCRETION OF COMPETITION SPONSOR AND/OR DRIVENDATA:

- Does not include or anticipate the inclusion of any content that is in violation of or infringes third party intellectual property rights including, but not limited to copyrights, including music copyrights, patents, trade secrets, trademarks, and rights of publicity or privacy.
- Is free and clear of all liens, claims, encumbrances or demands of any third parties.
- Does not include or anticipate the inclusion of any unsuitable or offensive content, including nudity, sexually explicit, disparaging, libelous or other inappropriate content.
- Has not been entered in previous challenges, competitions or contests, or won previous awards.
- Has not been published or distributed previously in any media.
- Is suitable for a general audience and for presentation in a public forum.
- Does not contain any claims that are not and cannot be substantiated or that would be false and/or misleading to a reasonable consumer.
- Must be entirely in English.

### **Selection of winners**

This Competition is a challenge of skill and the final results are determined by evaluating a combination of quantitative and qualitative factors, as more fully described on the

Competition Website. The Competition results will be determined by leaderboard ranking, subject to verification by the Competition Entities, on the leaderboard based on an objective statistical evaluation metric published on the Competition Website, and compliance with these Competition Rules and any directions or requirements set forth on the Competition Website. Participants' scores and ranks on the Competition Website will be based on the objective statistical evaluation metric described on the Competition Website, as determined by applying the predictions in the Submission to the ground truth of a test dataset whose instances were a fixed set sampled from the Data. As more fully described on the Competition Website, the Competition will have two quantitative winner(s).

The evaluation metric used for scoring and ranking Submissions will be displayed on the Competition Website.

Any prize awards are subject to verification of eligibility and compliance with these Competition Rules. All decisions of the Competition Sponsor and/or judges will be final and binding on all matters relating to this Competition. Competition Entities reserve the right to examine the Submission and any associated code, documentation or External Data for compliance with these Competition Rules. In the event that the Submission, any associated code, documentation or External Data demonstrates a breach of these Competition Rules, Competition Sponsor may at its discretion disqualify your Submission(s); or

A tie between two or more valid and identically ranked submissions submitted during the competition will be resolved in favor of the tied submission that was submitted first.

A Participant may decline to be nominated as a Winner by notifying Inception Robotics, LLC directly within one week following the Competition deadline, in which case the declining Participant forgoes any prize or other features associated with winning the Competition. Competition Entities reserve the right to disqualify a Participant who so declines at Competition Entities' sole discretion if Competition Entities deems disqualification appropriate.

### **Prizes and conditions**

The prizes for this Competition are set forth on the Competition Website. The Prize Winner(s) will be notified and announced within 30 days following winner verification on the Competition Website. The Prize Winner(s) will receive their prizes awarded as a check or electronic transfer from Inception Robotics, LLC, as determined in Inception Robotics, LLC's sole discretion within the 30 days following winner verification on the Competition Website.

If a Team wins a prize, all Team members must submit a single written statement describing how the prize is to be allocated among the Team members. If the Team fails to

submit such statement within 30 days after Inception Robotics, LLC's requests it, then Inception Robotics, LLC will distribute the prize among Team members in equal shares and will have no further obligation to winning Team members.

As a condition of receipt of a prize, winner must deliver the algorithm's code and documentation to the Competition Entities. The source code must contain a description of resources required to build and run the algorithm. Potential winners may be required to assist Competition Sponsors in running potential winners' Submission code to the satisfaction of Competition Sponsors.

Each potential individual winner, and all natural people who are members of a winning Team (as determined and requested in Competition Sponsor's sole discretion), may be required to complete, execute, have notarized (if applicable), and return an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law), tax documents, and related prize-acceptance documents in the form provided by Inception Robotics, LLC, without revision, or prize may be forfeited. If any individual Participant on a Team fails to comply with the foregoing requirements and other requirements of Sponsor, the Team may be disqualified at any time in Competition Entities' sole discretion with no liability or responsibility to the respective Participant or any or any other member of the Team, even if other Team members have complied with the requirements. The prize may be awarded to an alternate winner if required documentation is not returned within fifteen (15) days after mailing to winner, if prize notification letter/email or prize is returned as undeliverable, if winner does not respond to an email or other communication from Inception Robotics, LLC within seven (7) days of the date sent, or if the winner, in Inception Robotics, LLC's judgment, does not respond to reasonable requests for information related to prize delivery or otherwise unable or unwilling to coordinate prize delivery within fifteen (15) days after prize notification. Allow thirty (30) days for prize delivery following winner verification. In addition to the license set forth in the PERMISSIONS section of these Competition Rules, by accepting any prize/award, Winner agrees to allow Inception Robotics, LLC and/or the Competition Sponsor to disclose Winner's first name, first initial of last name, and city of residence, as well as prize information to the extent required by law, and if so required by law, Winner agrees to the disclosure of additional personal information, all without additional compensation.

Inception Robotics, LLC is responsible only for prize delivery and is not responsible for prize utility or otherwise. No substitution or transfer of prizes is permitted except as may be explicitly set forth in these Competition Rules. All taxes, fees and expenses associated with participation in the Competition or receipt and use of a prize are the sole responsibility of the Prize Winner(s).

#### PARTICIPANT INTELLECTUAL PROPERTY LICENSING.

All Participants grant the Competition Entities a limited, worldwide license to use each

Participant's Submission for the administration of the Competition.

As a further condition of receipt of a Prize, each winning Participant:

- agrees to publish their winning Submission and the source code used to generate the Submission to a public GitHub repository under a permissive MIT open-source license approved by the Open Source Initiative "Approved OSS License"; and
- represents that he/she/it has the unrestricted right to grant that license.

#### CHEATING.

Participating using more than one account is deemed cheating and, if discovered, will result in disqualification from the Competition.

Competition Entities reserve the right to request information associated with our investigation of suspected cheating. Failure to respond to these requests (including failure to furnish the requested information) within ten (10) days is grounds for disqualification.

Participants are prohibited from using any other test set examples to inform a given test set example's prediction at any time during participation in the Competition and Competition Entities' reasonable belief that a Participant has violated this restriction may result in disqualification. Violation of these Competition Rules may, in Inception Robotics, LLC's sole discretion, result in disqualification.

#### RECEIVING PRIZES.

After verification of eligibility, each Prize winner will receive the prize in the form of a check or electronic transfer from Inception Robotics, LLC made out to the Prize winner (if an individual, or to the individual Team members if a Team). Allow 30 days from final verification and confirmation for Prize delivery. Prize winners are responsible for any taxes, fees or other liability resulting from their receipt of a Prize. Prizes may not be transferred (a) to any individual, entity, or country prohibited by any applicable U.S. or non-U.S. export controls and trade sanctions; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by applicable export controls and trade sanctions, including nuclear, chemical or biological weapons, or missile technology applications without the required government authorizations. You acknowledge that Competition Sponsor is subject to U.S. economic restrictions and trade sanctions. As such, Sponsor reserves the right to deny distribution of any prize when required by applicable law.

# **Permissions**

Except where prohibited by law, entry constitutes permission by the Competition Entities to use winners' names, hometowns, images, statements and likenesses for online posting, and/or any advertising and publicity without additional compensation. Winners may also be required to sign and return a release of liability, declaration of eligibility and, where

lawful, a publicity consent agreement, as conditions of receiving a prize. Failure to comply with the aforementioned conditions shall be grounds for forfeiture of a prize.

### Data use and code sharing

DATA.

"Data" means the data or datasets linked from the Competition Website for the purpose of use by Participants in the Competition. For the avoidance of doubt, Data is deemed for the purpose of these Competition Rules to include any prototype or executable code provided to Participants by Inception Robotics, LLC via the Competition Website, including, without limitation, all files provided to Participants. Participants must use the Data only as permitted by these Competition Rules and any associated data use rules specified on the Competition Website, including the Dataset License Agreement at GitHub - zcablii/SARDet\_100K: Offical implementat...

Participants agree to use suitable measures to prevent persons who have not formally agreed to these Competition Rules from gaining access to the Data and agree not to transmit, duplicate, publish, redistribute or otherwise provide or make available the Data to any party not participating in the Competition. Participants agree to notify

GitHub - zcablii/SARDet\_100K: Offical implementat... immediately upon learning of any possible unauthorized transmission or unauthorized access of the Data and agree to work with Inception Robotics, LLC to rectify any unauthorized transmission. Participants agree that participation in the Competition shall not be construed as having or being granted a license (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, any of the Data. Competition Sponsor reserves the right in its sole discretion to disqualify any Participant who uses the Data other than as permitted according to the Competition Website, in these Competition Rules, in the course of the Competition and Dataset License Agreement at GitHub - zcablii/SARDet\_100K: Offical implementat...

#### EXTERNAL DATA.

For this Competition, Participants may use pre-trained models and other external data (collectively, "External Data"), provided such Participant has all rights, licenses and permissions to use the External Data as contemplated in these Competition Rules.

Participant represents and warrants that any use of any External Data in connection with participation in this Competition is pursuant to and in accordance with a valid license that permits use of the External Data in this Competition without the need for additional approvals from any third party, and agrees to provide Sponsor with proof (to Competition Entities' satisfaction) of such license upon request at any time during the Competition Period or the Competition evaluation process. Top performing Participants will also be required to certify in writing that they have permission to use all External Data used to develop potentially winning Submissions. Failure to satisfy any of these requirements in accordance with Competition Entities' instructions and timing, or Sponsor's belief that a

Participant does not have all necessary consents and licenses (notwithstanding any certification by Participant) will result in disqualification from the Competition and forfeiture of any prize claim.

#### CODE SHARING.

Participants are prohibited from privately sharing source or executable code developed in connection with or based upon the Data, and any such sharing is a breach of these Competition Rules and may result in disqualification.

Participants are permitted to publicly share source or executable code developed in connection with or based upon the Data, or otherwise relevant to the Competition, provided that such sharing does not violate the intellectual property rights of any third party and Participant releases such source or executable code under an Approved MIT OSS License.

#### OPEN-SOURCE CODE.

If a Submission was developed using code containing or depending on software licensed under an open source license, that license must be an Approved OSS license.

### **Participant warranties and obligations**

By registering, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Submissions submitted by you and/or your Team may be disqualified if any of the information in your Account is (or Competition Sponsor or Inception Robotics, LLC has reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account.

Participation is subject to all applicable federal, state, provincial, territorial and local laws, rules and regulations. You agree to comply with all applicable laws and regulations at all times during your participation in the Competition. Void where prohibited or restricted by law. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for all taxes and reporting related to any award that you may receive as part of the Competition. Each Participant must comply with all applicable explicit or implicit terms and conditions or policies applicable for platforms, applications, or software used in connection with or on which their Submission and the Submission's source code operate. As such, each Participant must follow the spirit of such terms and conditions and policies; and any attempt to subvert or to use a work-around of such terms and conditions or policies may, in Competition Entities' sole discretion, lead to such Participant's disqualification.

Each Participant is solely responsible for all equipment, including but not necessarily limited to a computer and internet connection necessary to access the Competition Website and to develop and upload any Submission, and any telephone, data, hosting or

other service fees associated with such access, as well as all costs incurred by or behalf of the Entrant in participating in the Competition.

By entering a Submission, you represent and warrant that all information you enter on the Competition Website and any Accompanying Documentation you may provide as a potential winner is true and complete to the best of your knowledge, that you have the right and authority to make the Submission (including any underlying code and model) on your own behalf or on behalf of the persons and entities that you specify within the Submission, and that your Submission:

- complies with all applicable federal, state, provincial, territorial, local and international laws, statutes, ordinances, rules and regulations;
- is your own original work, or is used by permission, in which case full and proper credit and identity is given and the third party contributions are clearly identified within your Submission. Competition Entities reserve the right to request proof of permission from you which must be provided in a form approved by Competition Entities or your Submission may be disqualified;
- does not contain confidential information or trade secrets and is not the subject of a registered patent or pending patent application;
- does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- does not contain malicious code, such as viruses, timebombs, cancelbots, worms,
   Trojan horses or other potentially harmful programs or other material or information;
- does not and will not violate any applicable law, statute, ordinance, rule or regulation;
- does not trigger any reporting or royalty obligation to any third party; and
- was not previously published and has not won any other prize/award.

A breach of any of these warranties will result in the corresponding Submission being invalid.

# **Confidentiality**

Confidential Information Defined. Confidential Information Defined. As used in this Section, "Confidential Information" means Competition Sponsor materials, and any information provided by Competition Entities hereunder, whether of a technical, business, or other nature (including, without limitation, information relating to a party's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, prospects, or other affairs), that is received by Participant.

Exclusions. Participant's obligations under this Section as to the disclosing party's Confidential Information does not include any information that Participant can document: (a) was known to Participant prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by Participant without use of or reference to the Confidential Information of the disclosing party; (c) is acquired by Participant from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Participant.

Nondisclosure. In consideration of the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, during and after the term of this Agreement Participant will: (a) use the disclosing party's Confidential Information solely for the purpose for which it is provided; (b) not disclose the disclosing party's Confidential Information to a third party unless the third party must access the Confidential Information to perform in accordance with this Agreement and the third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this Section; and (c) maintain the secrecy of, and protect from unauthorized use and disclosure, the disclosing party's Confidential Information to the same extent (but using no less than a reasonable degree of care) that Participant protects its own Confidential Information of a similar nature. If Participant is required by law or by any governmental or semi-governmental agency or court to disclose the disclosing party's Confidential Information or the terms of this Agreement Participant must give prompt written notice of such requirement to the disclosing party before such disclosure and assist the disclosing party in attempting to obtain an order protecting the Confidential Information from public disclosure.

Return of Information. Upon request, Participant will destroy or deliver to the disclosing party all Confidential Information Participant may have in its possession or control.

Injunctive Relief. Participant acknowledges that any violation or threatened violation of this Section may cause irreparable injury to the other party, entitling the disclosing party to obtain injunctive relief in addition to all legal remedies.

# **Delivery and receipt of submissions**

Competition Entities are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Submissions, Competition registration, or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Submission materials, loss or otherwise.

Competition Entities are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or

insufficient space in any email account to receive email messages. Competition Entities disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Competition.

# **Reservation of rights**

Competition Entities, in their sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the Web site, the competition process, or is otherwise in violation of the Competition Rules. Competition Entities reserve the right at any time to disqualify a Submission from a Competition where, acting in good faith, it believes there are reasonable grounds to warrant disqualification. For example, Competition Entities' determination that the Submission does not provide the functionality described or required, or the Submission appears to be purposely designed to circumvent these Competition Rules or the spirit of the Competition would be grounds for disqualification. Competition Entities reserve the right to cancel, terminate or modify the Competition if it is not capable of completion as planned for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. If Competition Entities determine (at any time and in their sole discretion) that any Participant is engaging in behavior that Competition Entities deem obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Competition Entities reserve the right to disqualify such Participant (and Participant's Team, if applicable).

### **General release**

By entering the Competition, you release and discharge the Competition Sponsor, Inception Robotics, LLC, from any liability whatsoever in connection with the Competition or with the acceptance, possession, use or misuse of any prize including, without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including, without limitation: personal injuries; death; damage to, loss or destruction of property; rights of publicity or privacy; and defamation or portrayal in a false light). The Competition Sponsor, Inception Robotics, LLC, will not be responsible for typographical, printing or other inadvertent errors in these Competition Rules or in other materials relating to the Competition. Additionally, you hereby agree to indemnify the Competition Sponsor, Inception Robotics, LLC, from any and all losses, damages, costs, expenses, rights, claims, demands and actions (including attorney's fees and expenses for litigation and settlement), which may be brought against any one or more of them by anyone claiming to have suffered loss or damage as a result of your participation in the Competition or for any breach of any representation or warranty herein.

# **Limitations of liability**

By participating in the Competition, each Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Competition, or any prize awarded, shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event attorney's fees; and (3) under no circumstances will a Participant be permitted to obtain any award for, and each Participant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

Inception Robotics, LLC, Competition Sponsor, and the employees, officers, directors, shareholders, agents, representatives, affiliates, subsidiaries, and advertising, promotional and legal advisors thereof (collectively, the "Released Parties") are not responsible and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond the control of the Released Parties that may cause the Competition to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the Competition (however (but only if required by law in your jurisdiction), this release and hold harmless commitment does not apply to cases of bodily injury or loss of life to the extent that any death or personal injury is caused by the negligence of Competition Entities or other third parties, where liability to the injured party cannot be excluded by law); or (vi) any printing or typographical errors in any materials associated with the Competition.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that the Data or other files available for downloading from the internet or the Competition Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. RELEASED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE COMPETITION WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND RECEIPT OF ANY PRIZES IS AT YOUR OWN RISK.

THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, BEYOND ANY NON-EXCLUDABLE GUARANTEES (DEFINED BELOW). NEITHER THE RELEASED PARTIES NOR ANY PERSON ASSOCIATED WITH RELEASED PARTIES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE COMPETITION WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER RELEASED PARTIES NOR ANYONE ASSOCIATED WITH THE RELEASED PARTIES REPRESENTS OR WARRANTS THAT THE COMPETITION WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE COMPETITION WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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# **Governing Law and Jurisdiction**

Competition Entities shall be the sole interpreters of these Competition Rules.

All matters relating to the Competition Rules or the Competition and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, the Competition or the Competition Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland although we retain the right to bring any suit, action or proceeding against you for breach of these Competition Rules in your

country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

The invalidity or unenforceability of any provision of these Competition Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Competition Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

TERMS/WHO WON?: To obtain a copy of these Competition Rules during the Competition Period, visit Inception Robotics SAR Object Detection Challenge . To see who won after the Competition Period, visit the Competition Website or send an email with the subject line "SAR Object Detection Competition – Who Won?" to team@inceptionrobotics.ai. Requests for winner information must be received no later than three (3) months after the end of the Competition Period.