

DREAM10 ENCODE in-vivo transcription factor binding site prediction Challenge Official Rules

IMPORTANT! PLEASE READ THESE DREAM10 CHALLENGE OFFICIAL RULES CAREFULLY. THESE RULES ARE A CONTRACT BETWEEN YOU AND THE DREAM CHALLENGE ORGANIZERS. BY CLICKING "I AGREE" AT THE END OF THESE RULES, YOU ACCEPT AND AGREE TO BE BOUND BY THESE RULES.

1. CHALLENGE PARTICIPATION:

- a. Participation in a DREAM10 Challenge means to submit entries to leaderboards or final entries to the any of the DREAM10 Challenges.
- b. Cheating by, for example, misleading other participants with decoy submissions, or using fake identities to make more submissions than allowed, is tantamount to scientific fraud. Sage Bionetworks and DREAM take incidences of cheating extremely seriously. In instances where Sage Bionetworks and DREAM confirm clear cases of cheating, the individual/team in question will be disqualified, and depending upon the gravity of the particular cheating incident, may be subject to any or all of the following: (1) individual/team banned from participation in future DREAM Challenges; (2) individual/team banned from future access to Synapse, and (3) individual/team's cheating reported to all related and/or relevant parties, including, for example, publishers, funding agencies, University authorities, administrators, and colleagues.
- c. Any capitalized terms in these Official Rules that are not otherwise defined shall have the meaning ascribed to them in the relevant Challenge Page.

2. ELIGIBILITY:

- a. Participation in the DREAM10 Challenges is open to all individuals except for Challenge organizers, officers, directors, advisory board members of Challenge organizers, and individuals who report to Challenge organizers, officers, directors and advisory board members of Challenge organizers (as employees of their companies). Those individuals with a confirmed record of cheating on prior DREAM Challenges are also ineligible to participate. If you are participating as a minor, by participating you represent and/or warrant that your parent or legal guardian has read and agreed to these Official Rules and any other terms related to the Challenge.

3. REGISTRATION:

- a. You may only register once for a particular DREAM10 Challenge. If you register for a particular DREAM10 Challenge more than once and/or create more than one Account, for example using different identities, or someone other than you registers to make

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submissions on your behalf, all of your Entries may be disqualified from the Challenge, at DREAM/Sage Bionetworks' sole discretion.

- b. By registering, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Entries submitted by you and/or your Team may be disqualified if any of the information in your Account is (or DREAM/Sage Bionetworks has reasonable grounds to believe is) incomplete, incorrect, inaccurate or purposefully misleading. You are solely responsible for the information you enter in your Account.

4. TEAMS

- a. After you register individually, you may work alone (Team of one) or on one team with other Challenge Participants. To work on a Team, you may either create a new Team or join one that is pre-existing..
- b. There is no maximum team size.
- c. All Teams must designate a Team Captain; Each member of a Team must be a registered participant in the Challenge.
- d. If you choose to join a Team, then you may not simultaneously participate as an individual or on any other Team(s). Challenge Teams may merge (requiring the mutual agreement of Team Captains), and individuals are also allowed to leave a Team to work alone or to join another team. However, merging and disbanding Teams solely to circumvent limits on the maximum number of entries per team (or purchased data per team) is grounds for disqualification.
- e. Predictive models may be submitted on behalf of a Team by any of its participants. It is up to each Team to organize its submissions and to follow the Challenge submission requirements. On submission of an entry, Challenge Participants must include the Team name under which they are submitting.
- f. DREAM/Sage Bionetworks reserves the right to disqualify Entries from any Team, as determined at DREAM/Sage Bionetworks sole discretion.

- 5. **USE OF OTHER DATA:** Participants are free to use external data other than the Data provided to develop and test algorithms and Entries. Before using external data, participants should consult any additional Data Access Terms of Use affiliated with the Challenge to verify that their use of a particular external data set is permitted.

6. ENTRY SUBMISSIONS:

- a. An "Entry" is the information submitted in the manner and format specified on the particular Challenge Website on Synapse.
- b. All Entries must be received during the Challenge Period. Entries submitted after a posted Challenge deadline will not be scored.

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- c. Each Entry must be uploaded to the Synapse Website in the manner and format specified in the Challenge instructions. For leaderboard scoring, each Team will be permitted to submit up to a maximum number of entries (to be determined for each Challenge: please check the Challenge website for this information). In Challenges where Challenge participants are required to submit code (source code or executable) for evaluation of each leaderboard entry, the Challenge organizers reserve the right to request that that leaderboard submissions be accompanied by the corresponding source code, and that that source code be made public only after the Challenge final submission deadline has passed. This is necessary to keep a record of the whole Challenge process and is aligned with Sage and DREAM's philosophy of reproducible science in all aspects of the Challenge process, including leaderboard submission.
 - d. For final scoring, each Team will be permitted to submit a limited maximum number of entries (to be determined for each Challenge: please check the Challenge Description for this information). In order to qualify for Challenge prizes, all final entries must include: (1) the prediction file; (2) a written description of the algorithm and method used, and (3) the corresponding model code so that the Challenge organizers can re-run and manually review and verify that the code affiliated with the top models are reproducible and yield the submitted results.
7. JUDGING:
- a. Entries will be evaluated using objective scoring metrics specific for each Challenge and designed by the Challenge organizers (please see your particular Challenge Website for additional judging information).
 - b. Participants agree that Challenge organizers have the final decision on determining the best performing Challenge model. Challenge organizers may determine that there is no best performing model in a particular Challenge if no model attained a performance that is deemed statistically significant. Also Challenge organizers may determine that there is a tie for the top place in a particular Challenge if the difference in model performance between two or more Teams is deemed to be statistically non-significant.
 - c. The Challenge organizers reserve the right to use other scoring techniques such as crowd-voting or peer review to create a Team ranking and choose the best performing Team or Teams.
8. PRIZES: MONETARY AWARDS AND CO-AUTHORED CHALLENGE PUBLICATION(S)
- a. Monetary awards, if applicable, will be awarded to only non-minor Challenge Participants.
 - b. When applicable, publication co-authorship will be awarded to the top-performing Challenge Team(s). With respect to the winning Team(s), only the names of the registered Team Members will be listed as co-authors in the byline of the Challenge publication.

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- c. All non-best performer participants in good standing, i.e., that have submitted final prediction files, writeup and code (executable or source, the latter being preferred), will be added as a member of the Challenge Collaboration, and will appear in the byline as 'DREAM Challenge Collaboration', or similar denomination. The identity of the participants in this Collaboration will be listed at the end of the paper, and is usually searchable in PubMed.
 - d. Prize awards are subject to verification of eligibility and compliance with these Official Rules. All decisions of DREAM/Sage Bionetworks and the Challenge Organizers will be final and binding on all matters relating to the Challenge.
 - e. If best performers are unable to accept awards, awards will be distributed to next best performers.
9. INTELLECTUAL PROPERTY RIGHTS:
- a. DREAM/Sage Bionetworks make no claim to ownership of your Entry or any intellectual property that it may contain.
 - b. When submitting model source code, participants should provide it to Sage/DREAM under an open-source license of their choice. The license must permit DREAM/Sage Bionetworks to distribute the code to the public for non-commercial research and development use via Synapse. Participants may keep copyright to their code submissions. If participants do not provide information on licensing, participant's entry shall be under the FreeBSD license.
 - c. In the spirit of reproducibility and open-science, in order for a final submission to be deemed as a Challenge Best Performing entry and for the corresponding team to obtain the Challenge awards, said submission may not include proprietary content such as software or databases (including, but not restricted to, software/resources that require usage licenses and agreements) into their source code files. The organizers will inspect and confirm that all winning final submissions abide by these stipulations.
 - d. Those Challenge Participants who do not wish to submit model code may submit predictive algorithms for scoring but will not qualify as a top performer or recipient of any Challenge Prizes.
 - e. For those DREAM10 Challenges that choose to make use of real-time leaderboards that include links to Participants' model code, please note that all Participants are encouraged to submit their model code and are free to access and borrow from the code of other participants in order to forge innovative computational models.
 - f. You are free to discuss your Entry and the ideas or technologies that it contains with other parties and you are free to contract with any third parties as long as you do not sign any agreement or undertake any obligations that conflict with any agreement that you have entered into or do enter into with DREAM/Sage Bionetworks regarding your Entry. For the

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purpose of clarity, you acknowledge that the intent of the Challenge is to encourage people to collaborate and share their ideas and innovations.

- g. By submitting an Entry, you grant DREAM/Sage Bionetworks certain limited rights as set forth in these Official Rules. By submitting an Entry, each individual Entrant and each individual member of a Team Entrant grants to DREAM/Sage Bionetworks the right to review your Entry and to have the Challenge Organizers and their designees review your Entry. You also grant to DREAM/Sage Bionetworks the right to post a reasonable amount of information describing your Entry, as determined by Sage Bionetworks in its sole discretion, including but limited to the Short Description field of the online submission form and any photo or video that you submit, on the Website and you agree that visitors to the Website have the right to access that information in accordance with the Terms of Use of the Website.
- 10. **CONFIDENTIAL INFORMATION:** With respect to the scoring and posting of Entries on Challenge leaderboards, we may use Team names as well as the Synapse usernames of the submitters. If you want to participate anonymously in the Challenge, you can use a pseudonym as your Synapse username and a Team name which does not reveal your identity.
- 11. **WARRANTIES:** By submitting an Entry, to the extent you are legally able, you represent and/or warrant that all information you enter on the Website is true and complete, that you have the right and authority to submit the Entry on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry:
 - a. Is your/your Team's own original work, or is used by permission with full and proper credit given within your Entry;
 - b. Does not contain confidential information or trade secrets (yours or anyone else's).
 - c. 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;
 - d. Does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
 - e. Does not and will not violate any applicable law, statute, ordinance, rule or regulation;
 - f. Does not trigger any reporting or royalty obligation to any third party.
- 12. **LIMITATIONS OF LIABILITY:**
 - a. By participating in the DREAM10 Challenges, each Entrant agrees, to the extent legally permissible, to release, indemnify and hold harmless DREAM, Sage Bionetworks, and the Challenge organizers, data providers and funders of the respective DREAM10 Challenge(s) against any injuries, losses, damages, claims, actions and any liability of

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- any kind resulting from or arising out of your participation in or association with the Challenge.
- b. DREAM and Sage Bionetworks are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries.
 - c. DREAM and Sage Bionetworks reserve the right to cancel, modify or suspend the Challenge for any reason, including should any computer virus, bugs or other technical difficulty or other causes beyond the control of the DREAM or Sage Bionetworks corrupt the administration, security or proper play of the Challenge, and to select winners from among Entries not affected by the corruption, if any, in its sole discretion.
 - d. DREAM and Sage Bionetworks reserve the right to correct clerical or typographical errors in Challenge materials. DREAM and Sage Bionetworks reserves the right to amend these Official Rules during the Challenge Period. Should Challenge Rules be amended during an open Challenge Period, Challenge participants will be notified and provided with a copy of the amended Challenge rules and a listing of the changes that were made. By continuing to participate in the Challenge, a Participant is deemed to have accepted any such amendment. If a Participant does not wish to continue to participate in the Challenge pursuant to the Official Rules, as amended, such Participant may terminate his/her/its participation in the Challenge by not making any additional Entries and by destroying all Challenge data that they may have downloaded under the agreed Data Access Terms and Conditions. Participants are urged to consult the Website regularly during the Challenge Period.
 - e. DREAM and Sage Bionetworks reserve the right, in their sole discretion, to disqualify any Participant (and all individual or Team Entries submitted by or on behalf of Participant) from this Challenge or any other Challenge conducted now or in the future by DREAM/Sage Bionetworks, including if her/his fraud or misconduct affects the integrity of this Challenge.
 - f. DREAM and Sage Bionetworks shall have no liability or responsibility for use by any other individual or entity of any aspect of your Entry.
13. **WAIVER:** By entering the Challenge, to the extent legally permissible, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.
14. **DISPUTE RESOLUTION PROCESS:** By entering this Challenge, you agree to the following dispute resolution process ("Dispute Resolution Process"):
- a. In the event that Sage Bionetworks becomes aware of an alleged or actual violation of these Official Rules, the rules of the Challenge, or Data Access Terms of Use by you, Sage Bionetworks reserves the right to notify you of such violation.

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- b. Promptly, and no later than within 3 business days of such notification, you agree to discuss such violation with Sage Bionetworks and cure such violation within 2 weeks of the notification. In the event that the violation pertains to use of any data, Sage Bionetworks shall have the final decision regarding the violation.
 - c. If you do not discuss such violation with Sage Bionetworks within such 3 business day period, the violation is not cured within 2 weeks of notification, or if such violation cannot be cured, Sage Bionetworks reserves the right to (a) ban you from all future Dream Challenges, (b) turn off your access to Synapse and publicly note your violation on Synapse, and/or (c) notify all related and/or relevant parties of your violation, including, for example, publishers, funding agencies, University authorities, administrators, and colleagues.
15. **ARBITRATION:** To the extent permitted by applicable law, the Challenge and these Official Rules shall be interpreted and construed in accordance with the laws of the State of Washington, excluding conflicts of law principles. Any controversy or claim arising out of or relating to the Challenge or these Official Rules within one year after the claim arose and not settled by the Dispute Resolution Process will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington and judgment on the arbitration award may be entered into any court of competent jurisdiction. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Washington law. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. If, under local law, you are able to bring a claim in the court of a country other than the U.S., the laws of the State of Washington, excluding conflicts of law principles, will apply to the claim. Each party will be responsible for paying their own arbitration costs that are incurred.

BY CLICKING THE BOX, I INDICATE THAT I HAVE READ THESE CHALLENGE RULES AND AGREE TO ABIDE BY THEM.

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