

Participant Agreement

This Participant Agreement (this “**Agreement**”) governs your (“**Participants**”) access to and use of the websites, services, applications and open-access data sets (collectively, the “**Information**”) in connection with GAVE (Generalized Analysis of Vessels in Eye) which organized and maintained by HDMI Lab of South China University of Technology, Shenzhen Eye Hospital, and Baidu (“**we**,” “**us**” or “**ours**”). Please read this Agreement carefully, and contact us if the Participant has any questions regarding this Agreement. Any access to or use of the Information indicates that the Participant agrees to be bound by this Agreement.

1. General Obligations of the Participant

- 1.1 If the Participant enters into this Agreement on behalf of an entity, such as his/her employer, then the Participant shall represent that he/she has the legal authority to cause this Agreement to bind such entity. If the Participant specifies a company or organization name in connection with access to or use of the Information, he/she will be deemed to have entered into this Agreement on behalf of such company or organization.
- 1.2 The Participant may authorize his/her assistants, colleagues, or other partners to access and use the Information, but shall ensure that the aforementioned persons have carefully read and agree to be bound by this Agreement.
- 1.3 If we have additional requirements regarding certain parts of the Information (or any other digital platform Information which are involved during use of the Information), the Participant may use such Information only if he/she complies with all such additional requirements.
- 1.4 Upon our request from time to time, the Participant shall provide us with his/her identity information, documents, materials, information, and source code (“Participant Information”). The Participant shall ensure the Participant Information is true, valid and lawful and does not infringe any rights of any third parties and the Participant owns lawful, valid and complete intellectual property rights in or title to the Participant Information. We reserve the right to appoint a third-party agent to investigate the Participant Information. If the Participant Information is found to be untrue or illegal, we are entitled to terminate this Agreement and prohibit the Participant from accessing or using the Information.
- 1.5 When accessing or using the Information, the Participant shall not in any manner:
 - 1.5.1 Infringe or violate the intellectual property rights or any other rights of any parties (including ours);
 - 1.5.2 Engage in any activities which are harmful, fraudulent, deceptive, threatening, harassing, defamatory or obscene;

- 1.5.3 “Crawl”, “scrape” or “spider” any page, data, or information of or relating to the Information (through use of manual or automated means), without our written consent;
- 1.5.4 Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Information ;
or
- 1.5.5 Engage in any other activities which violate any applicable laws, rules or regulations

2 Dataset Downloads

- 2.1 During the Participant’s access to or use of the Information, we will authorize the Participant to use and download certain data sets (“Datasets”) at our sole discretion.
- 2.2 Competitors are not allowed to re-distribute the GAVE data.
- 2.3 The Participant is entitled to use the Datasets only for the purposes of non-commercial research or teaching and shall not use the Datasets for any commercial purpose.
- 2.4 The data of the competition is provided by Shenzhen Eye Hospital. We do not enjoy any intellectual property rights to content in the Datasets, such as corpus, content or text, nor do we make any warranties as to such content, including but not limited to a warranty of non-infringement of other’s intellectual property rights or a warranty of entitlement to use such content for any specific purpose.
- 2.5 We shall be entitled to cancel or terminate the authorization granted to the Participant for use of the Datasets at any time and have the right to request the Participant to delete the Datasets.

3 Submissions

- 3.1 You shall submit the final entry to the Organizers according to the Rules appear on the Site from time to time. Your entry shall at least contains the results, a technical report to explain your algorithm. You are obliged to make sure the organizer could review your entry with best understanding and reproduce the method. You shall not disseminate illegal information and content when submitting your entry.
- 3.2 You are not allowed to plagiarize or cheat. If the plagiarism is confirmed, the organizer has the right to cancel the qualifications of your participant. The Organizer hold the right to exclude participants from the post-challenge journal paper in case their method description was not adequate.

- 3.3 If a commercial system is evaluated no method description is necessary, but the system has to be publicly available and the exact name and version number have to be provided.
- 3.4 Evaluation report of all qualified entries uploaded (for any of the sub-challenges) to this website will be made publicly available on the leaderboard of the Site, and by submitting your entry, you grant us permission to publish the preceding evaluation report.
- 3.5 Misconducts including but not limited to the defaming, plagiarism, falsification, are not allowed. Once confirmed, the Organizer has the right to cancel your qualifications.

4 Privacy Policy

- 4.1 The Participant agrees and permits us to investigate, acquire and collect the Participant's personal data for purposes of participating in the competition, by any online or offline means. The Participant's personal data shall include:
 - 4.1.1 Personal information that the Participant provides to us when accessing or using the Information, including but not limited to his/her name, organization/school, e-mail address, social media account, telephone number, etc.;
 - 4.1.2 The technological information automatically collected by the system via cookies, web beacons, or other means when the Participant accesses or uses the Information.
- 4.2 The Participant further agrees that we are entitled to use the Participant's personal data globally, permanently and free of royalties for the following purposes:
 - 4.2.1 Providing personalized services to the Participant;
 - 4.2.2 Sending the Participant product and service information in which the Participant may be interested; inviting the Participant to participate in our activities or market surveys; or send the Participant marketing information. If the Participant does not wish to receive such information, the Participant may unsubscribe by sending us written notice; and
 - 4.2.3 Conducting internal audits, data analyses and research in order to improve our services and communications with the Participant.
- 4.3 Except under the following circumstances, we will not publish the Participant's personal data or disclose it to any third parties:
 - 4.3.1 The Participant agrees to disclose or provide it;

- 4.3.2 The Participant agrees to disclose or provide it under rules with respect to this competition;
- 4.3.3 Any agreements executed between the Participant and any third parties require us to disclose or provide it; or
- 4.3.4 Its disclosure or provision is required by laws or regulations or governmental agencies.
- 4.4 In order to ensure our website's normal operation, we will from time to time store small data files called cookies on computers or mobile devices. cookies are a type of plain text file that network servers store on computers or mobile devices. The content of cookies can only be retrieved or read by the servers creating such cookies. Each cookie is unique to the Participant's web browser or mobile application. Cookies generally contain identifiers, site names, and some numbers and characters. With the help of cookies, websites are able to save user preference data and other data. We will not use cookies for any purposes other than those described in this Agreement. The Participant may manage or delete cookies based on his/her preferences.

5 Intellectual Property

- 5.1 Unless otherwise provided in this Agreement, we own all legal rights to the information (including but not limited to corpus, content, data and codes) provided by us in connection with the competition and the Participant shall not have any rights to such information. Unless otherwise provided in this Agreement, the Participant shall not use, modify, copy, disseminate distribute such information or utilize it in any manner.
- 5.2 Unless otherwise agreed by us and the Participant, the results (including but not limited to algorithms, source codes, data, design plans, and papers, collectively referred to as "Results") independently generated by the Participant via the competition and the corresponding intellectual property rights shall belong to the Participant. Nonetheless, no rights to the corpus, content, or data provided by us and utilized by the Participant in generating the Results ("Underlying Data") shall be transferred due to our provision of such Underlying Data. If the Participant uses any Underlying Data in which we own intellectual property rights or other legal rights when using the Results, then the Participant shall obtain our written consent.
- 5.3 The participant shall ensure that any actual or intended publication or public disclosure (including but not limited to publish in scientific publications, any manuscript or presentation), incorporating any information (including but not limited to Cited References, dataset provider) concerning any aspect of GAVE (Generalized Analysis of Vessels in Eye) includes recognition of the Organizers' contributions according to standard practice for assigning scientific credit, either through authorship or acknowledgement, as may be appropriate.

- 5.4 The Participant agrees to grant us a global, permanent, unlimited and royalty-free right to use the above Results, including but not limited to use of such Results for the purpose of providing the service, developing the service, conducting commercial activities and sub-licensing to others for use. For avoidance of doubt, we shall have complete intellectual property rights in any new results generated by us by using the Results, and the Participant shall not claim any rights or interests in such new results, including but not limited to ownership and the right to obstruct the implementation of any other rights based on such new results.

6 Intellectual Property Dispute Reports

- 6.1 If the Participant or any owner of intellectual property rights believes that material or content residing on or accessible through the competition infringes his/her intellectual property rights (or the intellectual property rights of any parties whom he/she are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to omia@hdmilab.cn:
- 6.1.1 Information regarding a person authorized to act on behalf of the owner of the intellectual property rights being infringed, including name, address, telephone number and email address;
- 6.1.2 Information regarding works or materials being infringed upon;
- 6.1.3 Information regarding the works or materials that are claimed to be infringed upon, including information regarding the location of the infringing documents or materials that the intellectual property owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying their existence; and
- 6.1.4 A statement that the notifying party has a good faith belief that the material identified is not authorized by the intellectual property rights owner, its agent, or the law.
- 6.2 Upon receipt of a proper notice of intellectual property rights infringement, we reserve the right to:
- 6.2.1 remove or disable access to the infringing material;
- 6.2.2 notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
- 6.2.3 terminate such content provider's access to or use of the Service if he or she is a repeat offender.

7 Obligation of Confidentiality

- 7.1 The scope of the confidential information includes all non-public information provided by us to the Participant during the Information, or all non-public information related to us acquired by the Participant through the Information, including but not limited to the following:
 - 7.1.1 Our datasets, task, ranking information, operational record, procedure code, instruction as well as FAQ, etc.;
 - 7.1.2 Information obtained by us from any third parties which we are obligated to keep confidential;
 - 7.1.3 Any other information which is unknown to any parties other than us or which is not publicly available;
- 7.2 We and the Participant acknowledge that the above information is our confidential information (“**Confidential Information**”) and is of important functional and value to us, the disclosure or improper use of which will have a serious impact and cause economic losses. The Participant agrees to keep the Confidential Information strictly confidential. If the Participant is not able to confirm whether certain information is Confidential Information, then the Participant shall treat and protect such information as Confidential Information.
- 7.3 Use and Protection of Confidential Information:
 - 7.3.1 The Participant undertakes to use the Confidential Information in accordance with our designated requirements and within the specified area, platform and time limit as designated by us. Without our prior written consent, the Participant shall not obtain or use the Confidential Information in any way contrary to our requirements. The Participant shall not imitate, reverse engineer, decompile or attempt to decode the source code or underlying information of the Confidential Information, or disclose, distribute, sell or transfer any Confidential Information to any third party or use any Confidential Information for any commercial purposes or to obtain any commercial interests.
 - 7.3.2 The Participant is prohibited from using the Confidential Information for any purposes not provided under this Agreement;
 - 7.3.3 The Participant shall consciously and actively protect the Confidential Information and take all necessary confidentiality measures.
- 7.4 We are not responsible for the correctness, compatibility, completeness or reasonableness of the Confidential Information, and disclaim any express or implied representations or warranties in respect thereof. We are not legally responsible for use of the Confidential Information by the Participant.
- 7.5 The Participant’s obligation of confidentiality regarding the Confidential Information commences from the effective date of this Agreement to the date

when we disclose such Confidential Information to the public and the obligation of confidentiality shall not terminate due to termination of this Agreement.

8 Liability for Breach

- 8.1 If the Participant breaches any stipulations under this Agreement, we are entitled to immediately terminate this Agreement and prohibit Participant from using or accessing the Information.
- 8.2 We accept no liability for any losses, damages or legal consequences whatsoever caused by the Participant's use of the Information. In the case of any incorrect or misdirected use of the Information by the Participant or his/her employees or agents that causes us a loss of reputation or economic losses, the Participant shall be liable for such legal consequences and compensation;
- 8.3 If the Participant breaches any obligations under or in connection with this Agreement and directly or indirectly causes us any losses, damages, costs, claims, orders, liabilities or expenses of any nature, then the Participant shall fully compensate us. For avoidance of doubt, such compensation shall include but be not limited to any expenses or costs which we incur from the execution of this provision or claiming liabilities under this Agreement.

9 Variation

We reserve the right to change this Agreement at any time. Under such circumstances, we will bring it to your attention by placing a notice on the <https://aistudio.baidu.com/competition/detail/1315/>, by sending the Participant an email, and/or by other means. If the Participant does not agree with such changes, then the Participant is free to reject them, but Participant will no longer be able to use the Information. If the Participant uses the Information in any way after any changes to this Agreement are effective, then the Participant shall be deemed to have agreed to be bound by all such changes.

10 Language, governing law and dispute resolution

- 10.1 This agreement is made in English languages. If there is any conflict between the English version and other versions, the English version shall prevail. If there is any conflict between this agreement and the agreement made by Information contributor, the agreement made by information contributor shall prevail.
- 10.2 The validity and implementation of this Agreement and all matters related to this Agreement and its amendments shall be governed by the laws of the People's Republic of China and any disputes under or in connection with this Agreement shall all be governed solely by the laws of the People's Republic of China.

- 10.3 We and the Participant shall attempt in the first instance to resolve disputes under or in connection with this Agreement through friendly consultation. If the parties fail to resolve such disputes through consultation, either party may bring an action at Haidian District Court, Beijing.