

2018 Google Girl Hackathon Terms & Conditions

2018 Google Girl Hackathon (the “**Competition**”) is a programming competition run by Google Information Technology (China) Company Limited, whose principal place of business is at 6 Floor, Tower B, Raycom Information Park, No. 2 Kexueyuan South Road, Haidian, Beijing, China (“**Google**”).

In order to enter this Competition, any participant (“**Participant(s)**”) must read and agree to these terms and conditions (“**Terms**”). Participants agree that submission of a registration into the Competition constitutes agreement to these Terms. Participants must not take part in the Competition and are not eligible to receive the prizes awarded in connection with this Competition (as further described below, the “**Prizes**”) unless they agree to these Terms.

1. Participation eligibility

1.1. To participate in the Competition and be eligible for entry, the following conditions must be satisfied throughout the duration of the Competition:

- a. Participants must be university level female students (e.g. Bachelor, Master, PhD).
 - b. Participants compete in teams of one to six members (“**Team**”). A team is consisted of university level female students only. Team composition cannot be changed after the Competition begins. A Participant has to be part of exactly one Team during the Competition and may not change its Team.
 - c. Each Participant must be over 18 years of age at the time of registration.
 - d. Participants must not be full-time or temporary employees, officers, directors, contractors or vendors of Google, its subsidiaries and affiliated companies from the opening date for registration until the completion of the Competition. However, employees, officers, or directors of Google, its subsidiaries and affiliated companies may participate in the organization committee of the Competition.
- 1.2. All Participants agree to comply with all laws applicable to their entry into this Competition, including anti-bribery laws.
- 1.3. All determinations of eligibility will be made at Google’s sole and absolute discretion. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time. No correspondence will be entered into.
- 1.4. Participants agree to bear their own expenses for participating in the Competition (such as computer equipment, software licenses, transportation and accommodation costs, etc.).

2. How to Register

- 2.1. Each Participant must register through the online registration form provided by Google, and provide all the required information for registration.
- 2.2. In the registration form, each Participant should provide the e-mail address and phone number that he/she will use to communicate with Google.
- 2.3. All the data provided through the registration process must be complete and correct.

3. Key Dates

- 3.1. The opening and closing dates for registration are published on the Google Weibo account, Google

Wechat public account, and Google Newsletter (Google Newsletter will be sent by Google to the Participant via email) (“**Competition Platform**”). Google can modify the opening and closing dates for registration by a notice published on the Competition Platform. If the registration form is duly completed, the Participant will receive a formal confirmation of registration email.

3.2 The Competition will be held for three consecutive days in Beijing and Shanghai respectively. The Beijing event will begin from July 13, 2018, 2:00pm until July 15, 2018, 5:00pm (Beijing time). The Shanghai event will begin from July 20, 2018, 2:00pm until July 22, 2018, 5:00pm (Beijing time). The dates can be changed by Google (at its sole discretion) via a notice on the Competition Platform.

4. Competition rules and Prizes

4.1. Jury. A jury composed of Google engineers (“**Jury**”) is in charge of enforcing the Competition rules described in this Section 4. The Jury will review the submissions of the Teams, generate the scoring and award the Prizes.

4.2. Task. The theme of Competition will be announced when the Competition begins. The technical details of the submission process and the scoring rules for submissions will also be described at the beginning of the Competition.

4.3. Submissions. Teams will submit their submissions to Jury before July 15, 2018, 4:00 pm (Beijing time) for Beijing event, and before July 22, 2018, 4:00 pm (Beijing time) for Shanghai event. Each Teams could submit only one submission.

4.4. Scoring. Each team will first present their submissions (no longer than five (5) minutes) to the Jury, other participants and guests in the afternoon of the last day of the Competition, and then attend a Question and Answer Session of no longer than two (2) minutes. After that, the Jury will evaluate each submission.

4.5. The winner team will be selected by the Jury. Winner team will be announced in the evening of the last day of the Competition. The Jury’s decision is final and no correspondence will be entered into. Details of the judging criteria will be announced at the beginning of the Competition. Google reserves the right to make any changes to the Jury prior to the Competition.

4.6 During the closing ceremony of the Competition, the Jury will award the best scoring Team, as well as a number of special Prizes.

4.7. Requests for Clarification. Participants may request the Jury to clarify some points from the theme on-site. The Jury reserves the right in its reasonable discretion to decide whether the points should be clarified or not, and how. Clarifications will be available to all Teams.

4.8. Resources. Participants may use any documentation they would like, in paper form or on the Internet. Participants may also use any computer they have access to run their code. Participants are not allowed to, and may be excluded from the Competition, if they solicit or receive support of a third party.

4.9. Source Code. Participants must develop original code to generate their submissions. They may use publicly released libraries. Participants must submit the source code of the program they use to generate their submissions so that the Jury can review them.

4.10. Intellectual Property. The Participant retains ownership of any intellectual property rights that it holds in the source code created and/or used by the Participant during the Competition (“**Source Code**”). The Participant authorizes Google to read and to otherwise use the Source Code for the limited purpose of operating and promoting the Competition. This authorization will stop at the end of the Competition. Participants must make sure they have the necessary rights to grant Google this

authorization for any content that they submit to the Competition.

4.11. Fair play. Google expects all Participants to be respectful for the rules of the Competition and towards other Participants. In particular, Participants should not take any action that would prevent other Participants from taking part in the Competition in good conditions.

4.12. Prizes. The Competition includes the following Prizes:

a. The top 1 team will win RMB3000 award.

b. Jury may award other Prizes consisting of a basket of Google-branded objects and Google-related products, of a value between RMB50 and RMB300.

4.13. Prize Winners. The Jury reserves the right in its reasonable discretion to designate the Prize winners. All decisions by the Jury regarding Prize winners are final and binding and no correspondence will be entered into.

5. Notification of Winners and Winners' Obligations

5.1. Google will notify each Team and Participant about whether they have qualified for any Prizes. Notification will be made during the closing ceremony of the Competition.

5.2. Where applicable, Prizes will be distributed in person.

5.3. Google reserves the right in its reasonable discretion to substitute equivalent Prizes of equal or greater value.

5.4. By accepting a Prize, a Participant agrees to Google's and its agencies' use of his or her name and/or likeness, business name, and website for advertising and promotional purposes without additional compensation, unless prohibited by law.

5.5. Google will not be liable for unsuccessful efforts to notify a winner. If a winning Participant declines the Prize, does not respond to the Prize notification or fails to claim the Prize in the manner specified, is unavailable for Prize fulfillment, fails to abide by these Terms, or is ineligible, Google may, in consistency with these Terms, select an alternate winner from all remaining Participants.

5.6. The Prize may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the Prize in compliance with any conditions imposed by such manufacturer, and any additional costs associated with its use, service, or maintenance.

5.7. Recipients of Prizes are responsible for ensuring that they comply with any applicable tax laws and filing requirements.

5.8. Prizes are non-transferrable. Participants may not sell or giveaway Prizes to their customers or other persons.

5.9. Names of the winning teams will be published on the Competition Platform.

5.10. Participants will not use Prizes to bribe or improperly influence another party.

6. Privacy

6.1. Participants acknowledge and agree that Google may collect, store, share with Google's subsidiaries and affiliates for the purpose of this Competition and otherwise use personally identifiable

information provided by Participants during registration to the Competition. Google will use this information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>), including for administering the Competition.

6.2. Participant's personally identifiable information may also be transferred to countries outside the country of Participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of country of Participant's residence.

6.3. If a Participant does not provide the mandatory data required on the registration form, Google reserves the right to disqualify the Participant.

6.4. Participant has the right to request access, review, rectification or deletion of any personally identifiable information held by Google in connection with the Competition in writing to Google at the following email address: china-up@google.com.

6.5. Participant may

(i) appear in a video, and/or a photograph taken during the Competition; and
(ii) share or publish content in the Competition related media pages including but not limited to Google Weibo account, Google Wechat public account and Google Newsletter ("**Promotion Content**"). Participant hereby grants Google a permission to copy, host, index, display, route, reformat, distribute, store, transmit its Promotion Content through the internal or external distribution mechanism, for the purpose of providing information and promoting the Competition and Google. Participant grants Google, for the statutory duration of the applicable intellectual property rights, a royalty-free, worldwide license to any copyrights, rights of publicity, and any other legal rights necessary in order for Google to make this authorized use of the Promotion Content. Participant warrants that it has the authority to grant this permission and to make the acknowledgments and consents set forth herein on behalf of its organization, to the extent that its organization's permission, acknowledgment or consent is required. Participant acknowledges that it will not be paid (nor will its company, if applicable) for use of the Promotion Content footage and/or transcript of its participation and hereby relinquish (and with respect to its company, if applicable) any past, present, or future monetary or other claims against Google for this use.

7. Right to Cancel, Modify or Disqualify

7.1. If for any reason the Competition is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition. Google further reserves the right to cancel the Competition or any part of it at any stage in the event of circumstances beyond Google's reasonable control.

7.2. Google reserves the right in its reasonable discretion:

(a) to disqualify any Participant who tampers with the submission process or any other part of the Competition or whose conduct is contrary to the spirit of the rules or the intention of the Competition and to declare as void any or all of their claims or entries based on such conduct;
(b) to declare as void any claims or entries resulting from any errors materially affecting the result of the promotion or the number of claimants or the value of claims; and
(c) to add to or to waive any of these Terms on reasonable notice.

7.3. The Competition is void where prohibited by law.

8. Limitation of Liability & Disclaimer of Warranties

8.1. Nothing in these Terms will exclude or limit the liability of Google or its affiliates for:

a. for death or personal injury resulting from its negligence or the negligence of its employees or agents;

- b. fraud or fraudulent misrepresentation; or
- c. any other liability that may not be excluded or limited under applicable law.

8.2. Subject to clause 8.1 and to the extent permitted by law, Google shall not be liable under or in connection with this Competition (whether in contract, tort (including negligence) or otherwise) for any:

- a. loss of profit;
- b. indirect or consequential losses suffered or incurred by the Participant (whether or not any such losses were or were not foreseeable or within the contemplation of the parties); or
- c. down time (i) caused by outages to any public Internet backbones, networks, mobile operator infrastructure or servers, (ii) caused by any failures of Participant's equipment, systems or local access services, (iii) for previously scheduled maintenance or (iv) relating to events beyond Google's (or its subsidiaries and affiliated companies) control (a "Force Majeure Event") such as interruptions in Internet services on the premises of the Competition.

8.3. Subject to clause 8.1(b), and to the extent permitted by law, all warranties, conditions or terms, express or implied, relating to the Prize, its use, value or enjoyment, including (without limitation) its satisfactory quality or fitness for purpose, are excluded, with the exception of any standard manufacturer's warranty that may apply to the Prizes.

8.4. Subject to clauses 8.1, 8.2 and 8.3 and to the extent permitted by law, Google's total liability to Participant under or in connection with this Competition (whether in contract, tort (including negligence) or otherwise) is limited in aggregate to RMB250,000.

9. Governing Law and Jurisdiction

9.1. All claims arising out of or relating to these Terms ("Dispute") will be governed by the laws of the People's Republic of China ("PRC"), excluding the PRC's conflict of laws rules. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the China International Economic and Trade Arbitration Commission ("CIETAC") in accordance with the CIETAC Arbitration Rules in force as of the opening date for the registration of the Competition ("Rules").

- (1) There will be three arbitrators who will be appointed as follows: each party will appoint an arbitrator, and the party-appointed arbitrators will nominate a chairperson within 30 days after the confirmation of the last party-appointed arbitrator. If the party-appointed arbitrators fail to nominate a chairperson within 30 days after the confirmation of the last party-appointed arbitrator, CIETAC will nominate a chairperson. The chairperson may be appointed from outside CIETAC's panel of arbitrators in accordance with the Rules.
- (2) The arbitration will be conducted in English in Beijing, PRC.
- (3) Pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents and carried out expeditiously.
- (4) Except in extraordinary circumstances, the parties intend to conclude the arbitration proceedings within 60 days from the date the final arbitrator is appointed. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit will not constitute a basis for challenging the award.
- (5) To the extent permitted by PRC law, and without waiving any other remedy under these Terms, either party may apply to the arbitral tribunal (and any competent court) for equitable or injunctive relief necessary to protect its rights or property pending resolution of the arbitration. The arbitral tribunal may order equitable or injunctive relief consistent with the remedies and limitations in these Terms.
- (6) The arbitral tribunal will not act as amiable(s) compositeur(s) or ex aequo et bono.
- (7) The arbitral tribunal's decisions will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.
- (8) Any arbitral proceeding conducted in accordance with this Section will be considered confidential information, including (A) the existence of, (B) any information disclosed

during, and (C) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (8) to a competent court as may be necessary to execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

- (9) The parties will pay the arbitrators' fees, the arbitrators' appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitral tribunal will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.
- (10) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitral tribunal's final decision regarding the Dispute.

10. Miscellaneous

10.1. Severability. If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

10.2. Import and Export Laws. Google will organize the Competition in compliance with all applicable import laws, export laws, rules, regulations and sanctions programs. Participants acknowledge and agree that the Competition (including the award of Prizes) may be subject to certain export laws and regulations.