



Featured Prediction Competition

# Zillow Prize: Zillow's Home Value Prediction (Zestimate)

**\$1,200,000**

Prize Money

Can you improve the algorithm that changed the world of real estate?



Zillow · 809 teams · 7 months to go (4 months to go until merger deadline)

[Overview](#)[Data](#)[Kernels](#)[Discussion](#)[Leaderboard](#)[More](#)[My Submissions](#)[Submit Predictions](#)

## Rules

### One account per participant

You cannot sign up to Kaggle from multiple accounts and therefore you cannot submit from multiple accounts.

### No private sharing outside teams

Privately sharing code or data outside of teams is not permitted. It's okay to share code if made available to all participants on the forums during round one only.

### Team Mergers

Team mergers are allowed and can be performed by the team leader. In order to merge, the combined team must have a total submission count less than or equal to the maximum allowed as of the merge date. The maximum allowed is the number of submissions per day multiplied by the number of days the competition has been running.

### Team Limits

Three individuals.

### Submission Limits

You may submit a maximum of 5 entries per day.

You may select up to 2 final submissions for judging in each round of the Competition.

## COMPETITION-SPECIFIC TERMS

COMPETITION NAME (the 'Competition'): The Zillow Prize Contest

COMPETITION SPONSOR: Zillow, Inc. ("Sponsor"), 1301 Second Ave, Floor 31, Seattle, WA 98101

COMPETITION WEBSITE: <https://www.kaggle.com/c/zillow-prize-1>

PRIZES:

**Total prizes valued at \$1,200,000**

**First Round Prizes: \$50,000 total**

First Prize: \$25,000 U.S. Dollars ("USD")

Second Prize: \$15,000 USD

Third Prize: \$10,000 USD

**Second Round Prizes: \$1,150,000 total**

First Prize: \$1,000,000 USD

Second Prize: \$100,000 USD

Third Prize: \$50,000 USD

WINNER LICENSE TYPE: In the first round ("First Round"): Non-Exclusive License and in the second round ("Second Round"): Assignment (as defined below)

MAXIMUM TEAM SIZE: as listed above

MAXIMUM SUBMISSIONS PER DAY: as listed above

**COMPETITION FRAMEWORK**

These are the complete, official rules for the Zillow Prize Contest (the "Competition Rules") and incorporate by reference the contents of the Competition Website listed above.

By downloading a dataset linked from the Competition Website, submitting an entry to this Competition, joining a Team (defined below) in this Competition, or completing the Competition registration through the online portal at Kaggle.com, you ("you", "Participant") are agreeing to be bound by these Competition Rules which constitute a binding agreement between you and the Competition Sponsor. Each team member must register and agree to the Competition Rules as instructed in the "Forming a Team" section of these Contest Rules below. The Competition is sponsored by the Sponsor listed above and hosted on the Sponsor's behalf by Kaggle Inc ('Kaggle').

The Competition will run during the dates specified in the Competition Timeline below unless otherwise set forth on the Competition Website. Note that Competition deadlines are subject to change and additional hurdle deadlines may be introduced at any time during the Competition. Any additional or altered deadlines not already described in these Competition Rules will be publicized to the Participants (defined below) via the Competition Website (in the event of differences between these Competition Rules and Competition Website, the Competition Website will be controlling). It is the Participant's responsibility in this Competition to check the Competition Website regularly throughout the Competition to stay informed of any new or updated deadlines. Neither Kaggle nor the Sponsor are responsible for any Participant's failure to do so.

The Competition will run from Start Date to End Date as listed on the Competition Website. Note that Competition deadlines are subject to change and additional hurdle deadlines may be introduced during the Competition. Any additional or altered deadlines not already described in these Competition Rules will be publicized to the Participants via the Competition Website. It is the Participant's responsibility in this Competition to check the website regularly throughout the Competition to stay informed of any new or updated deadlines. Neither Kaggle nor Competition Sponsor are responsible for any Participant's failure to do so.

Participants may enter as an individual Participant or teams of up to three individuals (each a "Team") and each Participant participating in the Competition (including individuals on Teams) must register with Kaggle, as set forth in the "Teams" section of these Competition Rules. Each registered individual (whether competing alone or on a Team) and each Team is also referred to as a "Participant" or "you."

You may only participate using a single, unique Kaggle account registered at <http://www.kaggle.com>. Participating using more than one Kaggle account per individual is a breach of these Competition Rules and Competition Sponsor reserves the right to disqualify any Participant who is found to breach these Competition Rules.

**ELIGIBILITY**

The Competition is open only to individuals who are at least 18 years old (or the age of majority in entrant's jurisdiction of residence, whichever is older) at the time of entry.

Officers, directors, managers, employees and advisory board members (and their immediate families and members of the same household) of the Sponsor, Kaggle, the entities listed in the “Eligibility Note” below, and any of their respective affiliates, subsidiaries, contractors, agents and advertising and promotion agencies are not eligible to participate in the Competition.

You are not eligible to participate or receive any prize in the Competition if you (a) are a resident of a country designated as an embargoed country by the United States Treasury’s Office of Foreign Assets Control (see <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for additional information) or (b) are an individual that appears on the United States Treasury’s Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List (see <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

IF YOU DO NOT MEET ANY OF THESE ELIGIBILITY REQUIREMENTS, OR ANY OTHER REQUIREMENTS IN THESE COMPETITION RULES, YOU AND YOUR TEAM ARE NOT ELIGIBLE TO PARTICIPATE IN THE COMPETITION OR WIN A PRIZE.

## Eligibility Note

Officers, directors, managers, employees and advisory board members (and their immediate families and members of the same household) of the following entities, and each of their subsidiaries and affiliates, are not eligible to participate in or win a prize in the Competition (“Excluded Entities”): (1) any commercial entity that engages in the sale, valuation or analytics of residential or commercial real estate; (2) any entity that offers services in the leasing and property management space (including vacation rentals); and (3) any entity that monetizes residential real estate related data.

## COMPETITION TIMELINE

This is a two-phase Competition consisting of a First Round (Qualifying round) and a Second Round. In order to be eligible to participate in the Second Round, a Participant’s Submission must finish in the top 100 on the private leaderboard, and follow the instructions in the Competition Rules. Competition Timeline is subject to change and Sponsor reserves the right to cancel or modify the Second Round.

- First Round Start Date: 5/24/2017 08:00 AM United States Pacific Time (“PT”)
- Team Merger Deadline: 10/2/2017 11:59 PM PT
- Release of 2017 Training data: 10/2/2017
- Submission Deadline: 10/16/2017 11:59 PM PT
- Sales Tracking Start Date: 10/17/2017
- Leaderboard update 1 (October sales): 11/17/2017
- Sales Tracking End Date: 12/15/2017 11:59 PM PT
- Leaderboard update 2 (November sales): 12/18/2017
- Leaderboard update 3 (December sales): 1/17/2018
- First Round Winners & Second Round Qualifiers Announcement: 1/17/2018
- Second Round Start Date (if applicable): 2/1/2018 08:00 AM United States Pacific Time (“PT”)
- Second Round Team Merger Deadline: 6/15/2018 11:59 PM PT
- Second Round Submission Deadline (if applicable): 6/29/2018 11:59 PM PT
- Second Round Sales Tracking Start Date (if applicable): 8/1/2018
- Second Round Sales Tracking End Date (if applicable): 10/31/2018 11:59 PM PT
- Winners Announcement: on or about 1/15/2019

## ENTRY OVERVIEW

**For full details on how to enter and participate, follow the instructions on the Competition Website.** A general overview of the entry details follows:

First Round: To participate in the First Round, complete the following:

- Register as an individual Participant or Team Participant with Kaggle, providing your email address, phone number, team profile and other requested information.

- Download a Sponsor cleaned version of the public city/county assessor data file and use the sale price as a training target.
- Follow instructions set forth on the Competition Website.

First Round Submissions (as defined in more detail below (“Submissions”) will be evaluated based on the metrics set forth on the Competition Website and the “Determining Winners” section of these Competition Rules

Second Round: Only the top 100 Participants with the highest scoring Submissions from the First Round on the private leaderboard may be eligible to compete in the Second Round, at Sponsor’s discretion. Sponsor reserves the right to cancel or modify the Second Round at any time during the Competition. Potential Second Round Participants are subject to verification by Sponsor (or its designee) prior to continued participation. Each Participant (including each member of a Team) selected for the Second Round must complete the following as requested by Sponsor:

- A “Participant Agreement,” which includes a non-disclosure requirement, assignment of all intellectual property created for the Competition to Sponsor, and an Affidavit of Eligibility and Liability/Publicity Release (including representations that you do not work for Sponsor, Kaggle or an Excluded Entity, and that you are not a resident of a country excluded from participation in the Competition)
- Provide a valid government ID from their country of citizenship.
- Provide a current physical mailing address
- Follow any other instructions set forth on the Competition Website or otherwise communicated by Sponsor

If a potential Second Round Participant chooses to not sign a Participant Agreement or is otherwise found by Sponsor to not meet the eligibility requirements set forth in these Competition Rules, that Team (or individual if not participating on a team) may not participate in the Second Round. Sponsor reserves the right to replace the ineligible First Round Participant with the Participant with the next highest scoring Submission to participate in the Second Round.

Upon the later of (1) completion of the Participant Agreement and (2) the Second Round Start Date, you will be granted access to the data set to be used in the Second Round (“Second Round Data Set”). In the Second Round, you will be evaluated based on the metrics set forth on the Competition Website and the “Determining Winners” section of these Competition Rules. During the Second Round, all competition forums and code or pieces/components of code (“Kernels”) will be private and must not be shared with any individual or entity other than members of your Team. In order to be eligible to win a prize in the Second Round, the winning Submission must beat Sponsor’s benchmark accuracy on the Second Round Data Set when compared against real-time home sales during the Second Round Sales Tracking Period and enhance the accuracy further than any other Participant Submission. More details on Sponsor’s benchmark is set forth on the “Prize” tab of the Competition Website.

## SUBMISSIONS

'Submission' means the material submitted by you in the manner and format specified on the Website via the Submission form on the Website. You (or if you are part of a Team, your Team) may submit up to the maximum number of Submissions per day as specified above. All Submissions must be uploaded to the Website in the manner and format specified on the Website. Submissions must be received prior to the First Round or Second Round deadlines, as applicable, and adhere to the guidelines for Submissions specified on the Competition Website and set forth in “Representations and Warranties” section of these Competition Rules below.

The Competition is a multi-round Competition with temporally separate training data and/or leaderboard data. In the First Round, Participants will use publicly available county assessor data provided by Sponsor to create and submit predictions using their own algorithms and software. Participants in the Second Round, may supplement the Second Round Data Set with certain external data as detailed below in the “External Data” section of these Competition Rules.

## INTELLECTUAL PROPERTY

### 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 Sponsor via the Website, including the Second Round Data Set. Participants must use the Data only as permitted by these Competition Rules and any associated data use rules specified on the Competition Website.

Unless otherwise permitted by the terms of the Competition Website, Participants must use the Data solely for the purpose and duration of the Competition, including but not limited to reading and learning from the Data, analyzing the Data, modifying the Data and generally preparing your Submission and any underlying models and participating in forum discussions on the Competition Website. Participants shall use suitable measures to prevent persons who have not formally agreed to these Competition Rules from gaining access to the Data and shall not transmit, duplicate, publish, redistribute or otherwise provide or make available the Data to any party not participating in the Competition. Any such sharing is a breach of these Competition Rules and may result in immediate disqualification. Participants shall notify Kaggle immediately upon learning of any possible unauthorized transmission or unauthorized access of the Data and shall work with Kaggle and Sponsor to rectify any unauthorized transmission. 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.

## EXTERNAL DATA

Unless otherwise expressly stated on the Competition Website and Additional Data as described in the Submissions section of these Competition Rules, Participants must not use data other than the Data to develop and test their models and Submissions. Sponsor reserves the right in its sole discretion to disqualify any Participant who Sponsor discovers has undertaken or attempted to undertake the use of data other than the Data, or who uses the Data other than as permitted according to the Competition Website and in these Competition Rules, in the course of the Competition. In the Second Round, selected Participants will use the Zillow proprietary Second Round Data Set provided by Sponsor to submit their algorithm and software as instructed by Sponsor. During the Second Round, Participants may augment the Second Round Data Set with additional data not provided by Sponsor ("Additional Data"), except such Additional Data may not include any property listing information of the type typically entered into a multiple listing service, brokerage or franchise, or included in a listing agreement by a real estate agent.

## CODE SHARING

Except as expressly allowed below, Participants are prohibited from publicly or 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 in the First Round are permitted to publicly share on the Competition Website Kernels tab source or executable code developed in connection with or based upon the Data, or otherwise relevant to the First Round of the Competition, provided that such sharing does not violate the intellectual property rights of any third party. By so sharing, the sharing Participant is thereby deemed to have licensed the shared code under the MIT License (an open source software license commonly described at <<http://opensource.org/licenses/MIT>>).

Participants in the Second Round will receive Zillow proprietary data in the Second Round Data Set. Outside of teammates and any private kernels forum provided by Kaggle for the Second Round, Participants are not permitted to publicly or privately share source or executable code developed in connection with or based upon the Second Round Data Set, or otherwise relevant to the Competition.

**For clarity, Participants in the Second Round may not share any portion of their Submission(s) or any work product related to their Submission(s) with anyone other than the other individuals on a Participant's Team or in the Kaggle private forum.**

Any such sharing is a breach of these Competition Rules and will result in immediate disqualification and Sponsor expressly reserves all rights, powers, privileges, remedies and legal actions deemed necessary to protect the proprietary nature of such Second Round Data Set.

## OPEN-SOURCE CODE

A Submission will be ineligible to win a prize if it was developed using code containing or depending on software licensed under an open source license:

- \* *other than* an Open Source Initiative-approved license (see <<http://opensource.org/>>); or
- \* an open source license that prohibits commercial use.

## WINNING

### DETERMINING WINNERS

### OVERVIEW

Both rounds in this Competition are challenges of skill and the final results are determined by leaderboard ranking on the leaderboard or through the method(s) otherwise set forth on the Competition Website (subject to compliance with these Competition Rules). Participants' scores and ranks on the Competition Website at any given stage of the Competition will be based on the evaluation metric described on the Competition Website. Submissions in both the First and Second Rounds will be evaluated against a set of home sales data collected by Sponsor. Home sales data used in calculating the evaluation metric will be, to the best of Sponsor's determination, from non-distressed arms-length transactions of residential real estate that is intended primarily to be owner occupied. Some types of sale that are not considered arms-length or non-residential include foreclosure or short sales, transfers of property between family members, and sales of undeveloped (vacant) lots or homes sold as vacation timeshares.

The evaluation metric used for scoring and ranking Submissions will be displayed on the Competition Website. The odds of winning depend on the nature and quality of the Submissions.

Prize awards are subject to verification of eligibility and compliance with these Competition Rules. All decisions of the Competition Sponsor and judges will be final and binding on all matters relating to this Competition. Competition Sponsor reserves the right to examine the Submission and any associated code or documentation for compliance with these Competition Rules. In the event that the Submission demonstrates a breach of these Competition Rules, Competition Sponsor may at its discretion take either of the following actions:

- \* disqualify your Submission(s); or
- \* require that you remediate within one week all issues identified in your Submission(s)

If, by reason of a print or other error, more prizes are claimed than the prizes set forth in these Competition Rules, an alternate winner will be selected in accordance with the evaluation metrics from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

#### **FIRST ROUND SALES TRACKING PERIOD**

Based on the evaluation metrics set on the Competition Website, three winning Participants will be selected to receive the First Round prizes and will be eligible to advance to the Second Round, if such Second Round is offered by Sponsor. 97 additional Participants will be eligible to advance to the Second Round based on their positions on the First Round private leaderboard. Potential Participants advancing to the Second Round (subject to verification by Sponsor and/or its designee) will be announced in mid-January 2018 (check Competition Website for further details and updates). For the avoidance of doubt, only three total Teams or individuals competing alone will receive prizes in the First Round. If participating through a Team, the prizes set forth in the Competition Website will be awarded to the Team as set forth in the "Teams" section of these Competition Rules below.). Only one Submission by an individual Participant or Team will be eligible to advance to the Second Round.

#### **SECOND ROUND SALES TRACKING PERIOD**

Based on the evaluation metrics set forth on the Competition Website, the three highest ranking Teams (or individuals if participating alone) that exceed Sponsor's predictions will be selected as winners of the Second Round prizes in October 2018 (check Competition Website for further details and updates). In order to be eligible to receive a prize, Participants (including each individual on a winning Team), must complete and sign an Affidavit of Eligibility and Liability/Publicity Release, assign all rights in the Submissions, Kernels, data, and code, to Sponsor and undergo a background screening to verify employment and eligibility. If participating through a Team, the prizes set forth on the Competition Website will be awarded to the Team as set forth in the "Teams" section of these Competition Rules below.

#### **RESOLVING TIES**

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

#### **DECLINING PRIZES**

A Participant may decline to be nominated as a winner by notifying Sponsor 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. Sponsor reserves the right to disqualify a Participant who so declines at Sponsor's sole discretion if Sponsor deems disqualification appropriate.

### **WINNERS' OBLIGATIONS**

## DELIVERY & DOCUMENTATION

Both First Round and Second Round winners may also be required to complete an Affidavit of Eligibility and Liability/Publicity Release or other documentation requested by Sponsor. In addition, as a condition of receipt of a prize, each Second Round prize winner must deliver the final model's software code as used to generate their winning Submission and associated documentation (consistent with the winning model documentation template available on the kaggle wiki at <https://www.kaggle.com/wiki/WinningModelDocumentationTemplate>) to the Sponsor. The delivered software code must be capable of generating the winning Submission and contain a description of resources required to build and/or run the executable code successfully.

In either the First Round or the Second Round, if a potential winning Participant is a U.S. citizen, such potential winner must also sign and return an IRS W-9 form, or if a foreign resident, an IRS W-8BEN form, and any other legal, regulatory, or tax-related documents required by Sponsor in its sole discretion within the stated time in order to claim the prize.

Potential winners will be disqualified and the prize may be awarded to an alternate winner based on the next-ranked and qualified Participant if:

- the required documentation is not returned within 14 days after receipt of any request to provide documentation;
- prize notification letter/email or prize is returned as undeliverable; or
- potential winner or winning Team member is disqualified for any reason.

## USE OF NAME AND LIKENESS

To the fullest extent permitted by applicable law, entry into and participation in the Competition constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, media outreach and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, to the fullest extent permitted by applicable law, each potential winner and Participant selected for the Second Round may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, media outreach and promotional purposes without further permission or compensation. By entering the Competition, you consent to being contacted by Sponsor for any purpose in connection with this Competition, via any of the contact information you provide, including, without limitation, via your mobile phone.

## PARTICIPANT INTELLECTUAL PROPERTY

As a further condition of participation in this Competition and potential receipt of a prize, each Participant hereby agrees to the following grants of intellectual property and license rights to Sponsor.

### FIRST ROUND COMPETITION: NON-EXCLUSIVE

Each First Round winning Participant agrees to the following:

- Each Participant (including each member of a Team) hereby grants to Sponsor a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import the Submission or Submissions or models, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without further approval by or payment to Participant; and
- Each Participant (including each member of a Team) hereby represents and warrants that he or she has the unrestricted right to grant that license.

### SECOND ROUND COMPETITION: ASSIGNMENT

In addition to the license to each First Round Submission granted above, each Participant in the Second Round – not just the Second Round winners - will agree to assign to Sponsor all right, title, and interest in and to your and your Teams' Submission or Submissions, including any source codes, algorithms, information, and data, from the Second Round, and all associated copyrights, trademarks, patents, trade secrets and other intellectual property rights in the Submission or Submissions or models, as set forth in the Submission Agreement. In addition, you will take, at Sponsor's expense, any further action (including executing documents) requested by Sponsor to effect, perfect or confirm the Sponsor rights set forth in this section. Each Participant (including each member of a Team) will represent and warrant that he or she has the unrestricted right to assign the foregoing rights to Sponsor.:

## CHEATING



An individual participating using more than one Kaggle account is deemed cheating and, if discovered, will result in disqualification from the Competition and any other affected Competitions and may result in banning or deactivation of affected Kaggle accounts.

## RECEIVING PRIZES

After verification of eligibility, each prize winner will receive the prize in the form of a check or wire transfer made out to the prize winner (if an individual, or to the individual Team members if a Team as set forth below under the “Teams” section). Allow 30 days from final confirmation for prize delivery. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. IF THE WINNER IS A FOREIGN RESIDENT, ZILLOW MAY CHOOSE, IN ITS SOLE DISCRETION, TO WITHHOLD ALL APPLICABLE TAXES ASSOCIATED WITH THE RECEIPT OF A PRIZE AND REMIT SUCH TAXES ON BEHALF OF THE WINNER. All prizes are awarded “as is” and without any warranty of any kind.

## TEAMS

### FORMING A TEAM

Multiple individuals may collaborate as a Team. You may not participate on more than one Team. Each Team member must be a single individual operating a separate Kaggle account. You must register individually for the Competition and agree to these Competition Rules before joining a Team. You must confirm your Team membership to make it official by responding to the Team notification message which will be sent to your Kaggle account.

Team membership may not exceed the Maximum Team Size set forth in these Competition Rules and the Competition Website.

### TEAM MERGERS

Participants may be permitted to merge in both the First and Second Rounds at Sponsor’s or its designee’s discretion, so long as the merged Team meets all requirements in these Competition Rules, all Participants (individually and collectively) agree to the merger and the merged Team does not exceed the Maximum Team Size set forth in these Competition Rules and the Competition Website. Sponsor or its designee will review any merger request and will either approve or reject the request within three business days. Team merger requests will not be permitted within fifteen days of the First Round Submission deadline listed in these Competition Rules and the Competition Website.

### TEAM PRIZES

If a Team wins a monetary prize, Sponsor will allocate the prize money in even shares between the Team members unless the Team unanimously (each member of the Team) contacts Kaggle via the Competition Website or Sponsor directly within three business days following the Submission deadline for the applicable round to request an alternative prize distribution.

## WARRANTIES AND OBLIGATIONS

### PARTICIPANT WARRANTIES AND OBLIGATIONS

By registering, you agree that (a) your Kaggle 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 Kaggle account is (or Sponsor has reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Kaggle account. All registration information is deemed collected in the United States.

Participation is subject to all federal, state, provincial, and local laws and regulations. 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 abiding by your employer’s policies regarding participation in the Competition. Sponsor disclaims any and all liability or responsibility for disputes arising between you and your employer related to this Competition.

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 Participant in participating in the Competition.

By entering a Submission, you represent and warrant that all information you enter on the Competition Website 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:

- is your own original work;
- 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;
- complies with the intellectual property requirements in the “Intellectual Property” section above.
- does not trigger any reporting or royalty obligation to any third party;
- was not previously published and has not won any other prize/award; and
- does not violate the terms of your employment (including, without limitation, any procedures established by your employer with respect to participating in promotions), and if required by your employer, you have permission from your employer to enter into the Competition and be bound by the terms of these Competition Rules and the Competition Website.

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

#### LIMITATION OF LIABILITY

By participating in the Competition, each Participant will release, indemnify and hold harmless Sponsor, Kaggle, their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (the “Released Parties”) from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of your participation in or association with the Competition or acceptance, delivery, or use of a prize. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE COMPETITION, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE COMPETITION EXCEED \$10.

Sponsor is 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 Submissions. Sponsor reserves the right to cancel, modify or suspend the Competition should any computer virus, bug or other technical difficulty or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the Competition, and to determine winners from among Submission not affected by the corruption, if any, in its sole discretion.

Neither Kaggle nor Sponsor are responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Submissions 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. Neither Kaggle nor Sponsor are 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. Sponsor disclaims 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

Sponsor reserves the right to modify the dates for the First Round and Second Round and the right to modify, add or remove additional Competition deadlines, including cancellation of the Second Round, for any reason. Any changes will be communicated through the Competition Website. Sponsor also reserves the right to modify, remove or add Data to the Competition Website upon

notice via the Competition Website. NEITHER KAGGLE NOR SPONSOR ARE RESPONSIBLE FOR ANY FAILURE OF A PARTICIPANT TO RECEIVE DATA CHANGES.

## MISCELLANEOUS

### SEVERABILITY

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.

### DISPUTE RESOLUTION; ARBITRATION

**Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Sponsor and limits the manner in which you can seek relief from Sponsor.**

Except for small claims disputes in which you or Sponsor seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Sponsor seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Sponsor waive your rights to a jury trial and to have any dispute arising out of or related to these Competition Rules or the Competition resolved in court. Instead, all disputes arising out of or relating to these Competition Rules or the Competition will be resolved through confidential binding arbitration held in Seattle, Washington in accordance with the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"), which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You and Sponsor agree that any dispute arising out of or related to these Competition Rules or the Competition is personal to you and Sponsor and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

You and Sponsor agree that these Competition Rules affect interstate commerce and that the enforceability of this section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Competition Rules and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Competition Rules. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and Sponsor agree that for any arbitration you initiate, you will pay the filing fee and Sponsor will pay the remaining JAMS fees and costs. For any arbitration initiated by Sponsor, Sponsor will pay all JAMS fees and costs. You and Sponsor agree that the state or federal courts of the State of Washington and the United States sitting in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

ANY CLAIM ARISING OUT OF OR RELATED TO THESE COMPETITION RULES OR THE COMPETITION MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND SPONSOR WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this section by sending a letter via registered, certified or overnight mail to Sponsor at the address listed below, attention Legal Department. In order to be effective, the opt out notice must include your full name, your Team name (if applicable) and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with this section. If you are part of a Team, each member of your Team must sign your opt out notice (or individually each submit an opt out notice) for your opt out to be effective.

### GOVERNING LAW AND VENUE

THESE COMPETITION RULES AND YOUR PARTICIPATION IN THE COMPETITION WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF WASHINGTON, WITHOUT REGARD TO CONFLICT OF LAW OR CHOICE OF LAW RULES OR PRINCIPLES. ANY DISPUTE BETWEEN THE PARTIES THAT IS NOT SUBJECT TO

ARBITRATION OR CANNOT BE HEARD IN SMALL CLAIMS COURT WILL BE RESOLVED IN THE STATE OR FEDERAL COURTS OF WASHINGTON AND THE UNITED STATES, RESPECTIVELY, SITTING IN KING COUNTY, WASHINGTON.

#### PRIVACY

Please refer to Sponsor's Privacy policy at: <https://www.zillow.com/corp/Privacy.htm>

#### INTELLECTUAL PROPERTY NOTICE

ZILLOW is a trademark of Zillow, Inc. The Competition and all accompanying materials are copyright © 2017 by Sponsor (unless otherwise specified and excluding the Website operated by Kaggle). All rights reserved.

#### WINNERS LIST

For a copy of the winner list, send a stamped, self-addressed, business-size envelope after the end of the Competition period to the address listed under "Sponsor" below or visit [insert competition URL]. VT residents may omit return postage.

#### SPONSOR

Zillow, Inc., 1301 Second Ave, Floor 31, Seattle, WA 98101.

#### Rules acceptance



You have accepted the rules for this competition. Good luck!