

## **Udacity CS101 Contest OFFICIAL CONTEST RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**DETAILS:** The goal of this contest is to build on the ideas in the CS101 class in a creative way. The contest is open to all students enrolled in Udacity's CS101 Course. You can do anything you want, so long as it is legal and tasteful. Enter the CS101 Contest by creating a program that builds on the web search engine from CS101 and posting to the forum (<http://www.udacity-forums.com/cs101/questions/52159/contest-announcement-and-submissions>, the "Submission"). Participation in the Contest constitutes acceptance of these Official Contest Rules.

**1. DATES OF CONTEST:** The Udacity CS101 Contest (the "Contest") begins on 30 March 2012 and ends at 11:59pm UTC on 20 April 2012 (the "Contest Period") and consists of two (2) phases as set forth below:

**Submission Phase:** During the Submission Phase, Entrants may post their Submissions. The Submission Phase ends at 11:59pm UTC on 20 April 2012. Only submissions that are submitted before this date will be considered.

**Judging Phase:** A panel of judges will choose the winners and announce the results on or about 15 May 2012.

**2.SPONSORS:** Udacity Inc., 2390 El Camino Real, Suite 100, Palo Alto, CA, 94306, USA ("Sponsor").

**3. ELIGIBILITY:** The Contest is open to any student enrolled in Udacity's February 2012 offering of the CS101 Course (<http://www.udacity.com/overview/Course/cs101>) who is at least 18 years of age at the time of entry (the "Entrant"). Entrants may combine into groups to create a Submission, in which case the team's submission shall be considered the Submission of each Entrant. Employees, officers, directors and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of the Sponsor and its respective parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, and any and all other companies associated with this Contest are not eligible to enter.

#### **4. HOW TO ENTER:**

- a. Create a program that builds on the web search engine from CS101
- b. Post a response to the forum (<http://www.udacity-forums.com/cs101/questions/52159/contest-announcement-and-submissions>) that includes:
  - (i) text, image, video, or other media describing or illustrating what you did; and
  - (ii) a link to the code that you have written; and
  - (iii) grants a Creative Commons CC BY-NC-SA license to both (i) and (ii); and
  - (iv) the Udacity ID (email address) of the Entrant or Entrants, if submitting as a group.
- c. You may also post links to supplemental documentation (e.g. images, PDF files, website, etc.) but this is not required.

#### **5. TECHNICAL/CREATIVE/LEGAL REQUIREMENTS FOR CONTEST ENTRIES:**

- One Submission per Entrant (or per group)
- Entry must be original
- File formats accepted: .zip, .tar, .gz and web-based (e.g. github) for software code; if Entrant utilizes video or other media, it should be playable on normal tools, e.g. Safari browser on a Mac and/or YouTube.
- If an individual other than Entrant contributes to the Submission and that individual is under the age of 18, Entrant must also obtain the written consent of that person's parent or legal guardian.

Submissions must not:

- Include trademarks, logos, or copyrighted material not owned by Entrant or used without permission (such as company names, photographs, works of art, or images published on or in websites, television, movies, or other media);
- Use individuals' names, in whole or in part without permission;
- Refer to public figures;
- Contain profanity, pornographic or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, homophobia, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content;
- Defame, misrepresent, or contain disparaging remarks about other people or companies, including but not limited to Sponsor;
- Promote a political agenda regardless of the political affiliation; or
- Contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead without permission.

**Entrants are responsible for ensuring that their submissions comply with these Official Contest Rules and the Terms of Use (collectively, the “Official Rules”). Sponsor may determine, in its sole discretion, whether a Submission is eligible (“Eligible Submissions”).** Entries that do not comply with these Official Rules, as determined in Sponsor’s sole discretion, will be disqualified from the Contest. Decisions of the Sponsor are final and binding.

**6. ENTRY TERMS:** VOID IN ARIZONA , MARYLAND , PUERTO RICO, AND WHERE PROHIBITED OR RESTRICTED BY LAW. By entering, and as part of the Official Rules, Entrant agrees to comply with Udacity’s Terms of Use (<http://www.udacity.com/legal/>) and Udacity’s Privacy Policy (<http://www.udacity.com/legal/privacy>). By entering, Entrant warrants that his or her Submission and all elements thereof satisfy the Terms and Conditions of Udacity’s Terms of Use, including, without limitation, warranting that the initial and any subsequent Submissions:

- Are the original work of the Entrant;
- Do not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;
- Are not subject to any third party agreements, and that the Sponsor will not be required to pay or incur any sums to any person or entity as a result of their use, exhibition or exploitation of the idea or elements therein;
- Any required permits from local authorities and other permissions have been obtained;
- Do not contain any content that is likely to be considered offensive by Sponsor or could adversely affect the name, reputation, or goodwill of the Sponsor.
- All Submissions are submitted under the Creative Commons CC BY-NC-SA license.

**7. DETERMINING A WINNER:** The judges' decisions are final and binding in all matters relating to this Contest. The winners will be announced on the Udacity website on or about 15 May 2012. Designation as a winner is subject to proof of compliance with Official Rules, maintaining compliance with these Official Rules, Udacity Terms of Use and approval by Sponsor, as well as any documentation required under Section 9 of these Official Rules.

**8. JUDGING:** The Finalists will be judged by a panel of judges selected by the Sponsor, who will determine the winner(s) based on the following judging criteria:

- Creativity and originality (40% of consideration)
- Relevance to CS 101 course (30% of consideration)
- Execution including how well it works, design, and usefulness (30% of consideration)

**9. NOTIFICATION OF WINNERS:** The potential winners will be notified by mail, telephone, and/or email, in Sponsor's sole discretion, on or about 15 May 2012. These potential winners may be required to sign and properly execute additional documents related to participation in this contest or the prizes, including, but not limited to, an agreement to participate in the Udacity-planned events, a publicity release, affidavit of eligibility and any required federal or state tax forms, and return them via scanned email attachment (and subsequently by mail) to Sponsor within 21 days of attempted notification. Udacity will provide invitation letters to assist travel to the United States, but Entrants are responsible for securing any visa, immigration or other approvals or status necessary to enter the United States within a reasonable period of time. If Entrant is unable to do so, Udacity reserves the right to disqualify the Entrant as a potential prize winner. If any documents sent to the potential winner by any means are returned as undeliverable or if a potential winner fails to properly execute and return all documents described herein in the time noted, or if a potential winner is found not to be eligible or not in compliance with these Official Rules, such potential winner will be disqualified. No more than ten (10) prizes will be awarded. Except where prohibited by law, all Entrants agree that Sponsor may announce the name, home city, and state and use the Submissions (in whole or in part) and the image and likeness of the winners online and in any channel(s) of media it deems appropriate. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate Entrant based on the judging criteria detailed above even if the disqualified potential winner's name or Submission may have been shown or announced online. Prizes will be delivered to winners approximately 12 weeks after the conclusion of the Contest.

**10. PRIZE:** The Grand Prize will be awarded to up to ten (10) individual Entrants, selected by the panel of judges and is comprised of:

- Airfare, hotel accommodations, meals, and travel for each winning Entrant to Palo Alto, California for a series of Udacity-planned events.

The ARV of all prizes to be awarded is \$17,500 in aggregate.

The Prize is non-transferable and no substitution allowed, except at Sponsor's sole discretion. The winner is solely responsible for all matters that may become due in respect to the prize, including, but not limited to, all applicable federal, state and local taxes.

**11. PRIZE CONDITIONS:** Prize(s) will be awarded after 15 May 2012 within a reasonable time after completion of any required documentation or approvals as set out in Section 9. Winner(s) consents to the use of his/her/its name, likeness, biographical information, voice and

Submission in advertising worldwide without additional compensation. Winner(s) also acknowledges that all Submissions are licensed under a Creative Commons license.

**12. GENERAL RULES OF PARTICIPATION:** By participating in this Contest, Entrants agree to be bound by these Official Rules and the decisions of the judges, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Contest any Entrant it believes has violated these Official Rules. By participating in this Contest, Entrants and winners release the Sponsor from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Contest, and/or the receipt or use/misuse of the prizes awarded, including, without limitation, liability for personal injury, death or property damage. All Contest materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Contest materials submitted to Sponsor, including, but not limited to, any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail, forum, or Submission to be received on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Contest. In the event any portion of this Contest is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Contest, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Contest and select the potential winners from all eligible, non-suspect entries received prior to such action using the judging procedure outlined above. No payment is necessary to enter to win. Winning a prize constitutes permission for Sponsor and its agencies to use winners' Submission, names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, without further compensation, unless prohibited by law. Sponsor and/or its designees are not responsible for any unauthorized use of Entrant's Submission by visitors to the forum or web sites where Entrant or Sponsor and/or its designees publish Entrant's Submission. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated voting or quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor. CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**13. NO LIABILITY:** By participating, Entrants agree to release, discharge, indemnify and hold harmless the Sponsor(s) from and against any claims made by winners, Entrants, or any other third parties, related in any way to the operation of this Contest as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

**14. WINNERS LIST:** The winners will be announced at [www.udacity.com](http://www.udacity.com) on or about 15 May 2012.

**15. DISPUTES:** Except where prohibited, Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest; all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest; or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California; and that all resolution shall be within and by the courts of that state; (b) any and all claims, judgments and awards against Sponsor shall be limited to actual out-of-pocket costs incurred by Entrant, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**16. ADDITIONAL CONTEST TERMS:** By entering this Contest, and to the extent allowed by law, Entrants grant Sponsor and affiliates, licensees, promotional partners, and third party marketing entities the right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Submissions, entries, and the entries themselves, in perpetuity in any and all media, including but not limited to digital and electronic media, computer, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial or any other purposes without further review, notice, approval, consideration, or compensation. Entrants waive and release Sponsor, and each of its affiliates from any and all claims that Entrants may now or hereafter have in any jurisdiction based on any claims, including but not limited to "moral rights" or "droit morale" or unfair competition with respect to Sponsor's exploitation of Submissions and entries without further notification or compensation to Entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor and affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any Submission, entry, or any derivative works, infringe or violate any of Entrants' rights therein. These rights are not exclusive of and in addition to any rights granted to Sponsor under Udacity's Terms of Use.