

Terms and Conditions

Introduction

Spotify is pleased to sponsor WSDM Cup Challenge 2019 (“Challenge”); welcome to the Challenge Terms and Conditions (“Terms”). Please read these Terms carefully.

By signing up, downloading Spotify Data (defined below) or, otherwise participating in any manner in the Challenge, you are entering into a binding contract with Spotify. “Spotify” means: Spotify AB, of Birger Jarlsgatan 61, 113 56 Stockholm, Sweden, with registered number 556703-7485.

You acknowledge that you: have read and agreed to the dataset license agreement, which is incorporated hereto; you have read and understood these Terms; have had the opportunity to review the Terms with legal counsel even if you have chosen not to do so; you accept these Terms; and, you agree to be bound by them.

If you don’t agree with (or cannot comply with) the Terms, then you may not access Spotify Data or otherwise participate in this Challenge.

Eligibility

In order to access Spotify Data and participate in this Challenge, you need to: be 18 years or older; have the power to enter a binding contract with us and not be barred from doing so under any applicable laws.

You represent and warrant that: (1) you are free to enter into this contract with Spotify, and (2) you are not bound by any conflicting obligations or conditions whether resulting from employment or student relationship, or otherwise.

You also promise that any registration information that you submit to Spotify is true, accurate, and complete, and you agree to keep it that way at all times. No purchase is necessary to participate or win a Prize (defined below) in this Challenge.

Spotify reserves the right to verify eligibility and to adjudicate on any dispute at any time. If you provide Spotify with any false information concerning your identity, residency, mailing address, telephone number, email address, ownership of right, or information required for entering or participating in the Challenge, you may be immediately disqualified from the Challenge.

Officers, directors, employees and advisory board members (and their immediate families and members of the same household) of Spotify and its respective affiliates, subsidiaries, contractors, agents, judges and, advertising and promotion agencies are not eligible to participate in the Challenge. You are not eligible to participate in the Challenge if you are a resident of a country designated by the United States Treasury’s Office of Foreign Assets Control (see <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> for additional information).

Local rules and regulations may apply to each individual participant, so please check your local laws to ensure that you are eligible to participate in this Challenge.

Spotify may in its sole discretion disqualify any participant it reasonably believes has attempted to undermine the legitimate operation of the Challenge by: (x) cheating, deception, or other unfair practices; or, (y) abuses, threatens or harasses any other participants or Spotify.

Participation

This Challenge is a skills-based competition to promote and further the field of data science. In order to participate, you must follow all instructions or rules posted on the Website. “Website” means <https://www.crowdai.org/organizers/spotify/challenges/spotify-sequential-skip-prediction-challenge>. Pre-trained models or external data (other than Public Data) may be used for this Challenge. Public Data means any data that is publicly accessible. Participants may not collaborate on a Submission unless those participants entered this Challenge as a team; participants who are members of the same team may collaborate with one another. Teams may be merged if the merging teams notify Spotify. If you participate in this Challenge as part of a team, then you may participate in one (1) team only.

The Challenge will run from the start date and time to the end date and time set forth on the Website, and may be subject to change. Spotify may introduce additional hurdle deadlines during the Challenge. Any updated or additional deadlines will be publicized on the Website. It is your

responsibility to check the Website regularly to stay informed of any deadline changes. YOU ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN YOUR LOCATION.

Spotify Data

For purposes of this Challenge, Spotify will provide data as described on the Website (“Spotify Data”). Spotify hereby grants you a limited non-exclusive license to use the Spotify Data solely as required to prepare your Submission (defined below), and all other uses are strictly prohibited. You hereby agree not to use, sell, rent, transfer, distribute, make available, or otherwise disclose Spotify Data, other than as required to prepare your Submission. Further, you hereby agree not to attempt to: identify any individuals from the Spotify Data, use the Spotify Data or any data derived therefrom for any commercial purpose, or reverse engineer any aspect of Spotify’s technology or data. Any rights not explicitly granted herein are expressly reserved by Spotify.

The Spotify Data may include some publicly available personal data of Spotify users; however, the Spotify Data does not contain any data about Spotify users who were residents of the European Union as of December 1, 2017.

You agree to notify Spotify immediately upon learning of any possible unauthorized transmission or unauthorized access of the Spotify Data and agree to work with Spotify to rectify any unauthorized transmission.

Submissions

Conditioned upon strict compliance with these Terms, Spotify will award Prizes to the participants with the three highest scores, as evaluated by Spotify, in its sole discretion.

In order to be considered for a Prize, your Challenge submission (“Submission”) must conform to, and be submitted in the manner, form, and timeline described herein and on the Challenge website, as applicable. Please read the Website carefully and contact Spotify with any questions. Spotify will score your Submissions as described on the Website. All Submissions must include any source code and related information used to derive the results contained in the Submission. Submissions may not include any Viral Open Source Content. Viral Open Source Content is any code, data, or other content that is licensed under ‘copyleft’ licenses such as GPL that allows derivative works only when permissions are preserved in modified versions of the content. In keeping with the goals of the Challenge, you agree that by entering a Submission, (i) you represent and warrant that to the best of your knowledge, the Submission does not infringe the intellectual property rights (including copyrights, patents, trademarks or trade secrets) of any third party, and (ii) you further grant a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable open-source license for any intellectual property rights underlying the Submission pursuant to the terms of the Apache License, version 2.0 (the terms of which appear at <http://www.apache.org/licenses/LICENSE-2.0> and are incorporated by reference herein). You agree that no consideration will be due by Spotify or any other party in connection with any such intellectual property rights, other than as set forth in these Terms and Conditions. You may enter five (5) Submissions per day for the Challenge. If you participate in this Challenge as part of a team, then each team may enter five (5) Submissions per day only for this Challenge; there is no maximum team size, and the minimum team size is one (1) person.

Submissions are void if they are in whole or in part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud or, late. Spotify reserves the right, in its sole discretion, to disqualify any participant who makes a Submission that is in violation of these Terms.

Determining Winners

Each Submission will be scored and ranked by the evaluation metrics set forth on the Website. During the Challenge, the then-current ranking will be visible on the leaderboard indicated on the Website. The top scoring Submissions will be selected as the potential winner(s) of the Challenge. Final results are determined solely by the leaderboard ranking on the private leaderboard as set forth on the Website, subject to compliance with these Terms.

In the event of a tie, the Submission that was entered first to the Challenge will be the winner. In the event a potential winner is disqualified for any reason, the Submission that received the next highest

score rank will be chosen as the potential winner.

Spotify will notify the potential winner(s) by email. If a potential winner does not respond to the notification attempt within five (5) days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging criteria described herein.

Spotify's determinations of the winners is final and binding.

Winner's Obligations

As a condition to being awarded a Prize, a Prize winner must fulfill the following obligations:

- (a) publish the final model's software code as used to generate the winning Submission and associated documentation and paper in the manner and form described on the Website and share with Spotify the location where the materials are published; 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;
- (b) license the Submission to the public as set forth in these Terms, and represent and warrant to Spotify that you have the unrestricted right to grant that license;
- (c) sign and return all Prize acceptance documents as may be required by Spotify, including without limitation: (i) eligibility certifications; (ii) licenses, releases and other agreements required under these Terms; and, (iii) a copy of your passport or identity document in your place of legal residence.

Prizes

The prize(s) for this Challenge ("Prize(s)") are described on the Website. Odds of winning any prize depends on the number of eligible Submissions received by Spotify and the skill of the participants. All Prizes are subject to Spotify's review and verification of the participant's eligibility and compliance with these Terms. In the event that the Submission demonstrates non-compliance with these Terms, Spotify may at its sole discretion take either of the following actions: (a) disqualify the Submission(s); or, (b) require the potential winner(s) to remediate within one week after notice of all issues identified in the Submission(s) (including, without limitation, the resolution of license conflicts, the fulfillment of all obligations required by software licenses, and the removal of any software that violates the software restrictions).

A potential winner may decline to be nominated as a Challenge winner by notifying Spotify directly within one week after the end date and time of the Challenge as noted on the Website, in which case the potential winner forgoes any prize or other features associated with winning the Challenge.

Spotify reserves the right to disqualify a Participant who so declines winner status.

Potential winners (including each team member, if applicable) must return all required documents within 15 days following notification, or such potential winner will be deemed to have forfeited the prize and another potential winner will be selected. Prize(s) will be awarded within approximately 30 days after receipt by Spotify of the required Prize acceptance documents. Transfer or assignment of a Prize is prohibited unless permitted by Spotify in its sole discretion, and any transfer in violations hereof is null and void.

You are not eligible to receive any Prize if you do not meet the Eligibility requirements in Section 2 above.

If a team wins a monetary Prize, the Prize money will be allocated in even shares between the eligible team members.

Any valuation of the Prize(s) is based on available information provided to Spotify and the value of any prize awarded to a winner must be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the Prize(s) and paying any expenses associated with any Prize.

Publicity

By accepting a Prize, you agree that Spotify and its agencies may use of your name and/or likeness, for advertising and promotional purposes without additional compensation, unless prohibited by law.

Privacy

You understand that in order to administer the Challenge and award a Prize, you will be required to

provide personal data to Spotify. You consent to Spotify's collection and processing (including sharing and storage) of your personal data in relation to this Challenge, including, but not limited to, your: name, mailing address, phone number, and email address. This may mean that information submitted to Spotify from within the European Economic Area ("EEA") and Switzerland may be transferred to a country outside of the EEA and Switzerland, where you may have fewer legal rights in relation to your information. If you have any questions about how we process your personal data, or if you want us to correct, block or delete your personal data, please contact wsdm-cup-2019@spotify.com.

Warranty

You warrant that your Submission is your own original work and, as such, you are the sole and exclusive owner and rights holder of the Submission, and you have the right to make the Submission and grant all required licenses. You agree not to make any Submission that: (a) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or, (b) otherwise violates any applicable law.

Indemnity

To the maximum extent permitted by law, you agree to indemnify and hold harmless Spotify at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default, or omission of the participant and/or a breach of any warranty set forth in these Terms. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Spotify from and against any and all third-party claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (a) your Submission, or other material uploaded or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any third party, or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by you in connection with the Challenge; (c) any non-compliance by you with these Terms; (d) claims brought by persons or entities other than the parties to these Terms arising from or related to your involvement with the Challenge; and, (e) your acceptance, possession, misuse or use of any Prize, or your participation in the Challenge and any Challenge-related activity.

Spotify is not responsible for any malfunction of the Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submissions or entry materials due to system errors; failed, incomplete, or garbled computer or other telecommunication transmission malfunctions; hardware or software failures of any kind; lost or unavailable network connections; typographical or system/human errors and failures; technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment; traffic congestion on the Internet or at the Website; or, any combination thereof, which may limit a participant's ability to participate. You hereby release Spotify from any liability associated with: (1) any malfunction or other problem with the Website; (2) any error in the collection, processing, or retention of any Submission; or (3) any typographical or other error in the printing, offering or announcement of any Prize or winners.

Right to Cancel, Modify, or Disqualify

If for any reason the Challenge cannot be run as planned due to reasons beyond Spotify's reasonable control, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, Spotify reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Challenge. Spotify further reserves the right to disqualify any participant who tampers with the submission process or any other part of the Challenge or Website. Any attempt by a participant to deliberately damage any web site, including the Website, or undermine the legitimate operation of the Challenge is a violation of these Terms and should such an attempt be made, Spotify reserves the right to seek

damages from any such participant to the fullest extent of the applicable law.

Miscellaneous

Choice of Law

These Terms will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions that would result in the application of another jurisdiction's laws. Exclusive jurisdiction and venue for actions related to these Terms will be the courts located in New York County, New York, and both parties consent to the jurisdiction of such courts with respect to any such action.

No Offer of Employment

Under no circumstances shall the entry of a Submission, the awarding of a Prize, or anything in these Terms be construed as an offer or contract of employment with Spotify. You acknowledge that you have submitted your Submission voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship, or implied-in-fact contract now exists between you and Spotify, and that no such relationship is established by your entry of your Submission.

Severability

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision hereof. If any provision is held invalid, illegal or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, all other provisions hereof will remain in full force and effect.

Waiver

No delay or omission in exercising any right hereunder will operate as a waiver of that or any other right. A waiver or consent given on one occasion will not be construed as a bar to or waiver of any right on any other occasion. Any waiver must be in writing.

Integration

These Terms constitute the entire agreement between you and Spotify concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof.

Spotify Research Dataset Terms of Use

By clicking the "I agree" button, You accept and agree that You have read these terms of use ("Terms") and agree to be bound by them. These Terms are between Spotify AB, Regeringsgatan 19, SE-111 53 Stockholm, Sweden, Reg no: 556703-7485 ("Spotify") and you as an individual and/or, if applicable, the company or other entity that you have authority to represent ("You"). Spotify allows you to access and use data following registration ("Data") and such access and use is subject to these Terms.

1. SCOPE

1.1 Subject to these Terms, Spotify grants You a limited, non-exclusive, revocable license to:

1.1.1 Use and analyse the Data, in whole or in part, for non-commercial purposes only.

1.1.2 Publish analyses and interpretations based upon the Data in scientific publications, papers, codebase, tutorials or presentations (a, "publication") but only to the extent that it does not disclose any portion of the actual Data and it is not possible to reconstruct the Data from the publication. Such publications may not be used for any commercial or competitive purposes.

1.2 If you publish a Publication whose results rely on the Data, You must include a reference to Spotify as the source of the Data in the paper, unless Spotify expressly requests that You remove

attribution, in which case You agree not to mention Spotify in connection with the Data. If requested You shall provide Spotify with a copy of the paper. You agree not to suggest that Spotify participated in or otherwise endorsed the paper other than providing the Data.

1.3 Spotify retains all ownership rights in and to the Data.

1.4 You shall not distribute the Data in any manner, in whole or in part, attempt to identify any individuals from the Spotify Data, or reverse engineer any aspect of Spotify's technology or data.

1.5 You will comply with all applicable laws, including but not limited to data privacy laws in any applicable jurisdiction.

1.6 Any rights not explicitly granted herein are expressly reserved by Spotify.

2. TERM AND TERMINATION

2.1 These Terms apply from that date that You click the "I agree" button and continue for the duration of copyright or other similar rights pertaining to the Data.

2.2 Spotify or you may terminate these Terms at any time.

2.3 If You breach these Terms or use the Data in any manner which causes damage to, or has the potential to cause damage to, Spotify its affiliate companies or business, these Terms shall automatically terminate.

2.4 On termination of these Terms, You must destroy all copies of the Data (including, but not limited to, any derivative works thereof) in whatever form held.

3. DISCLAIMER AND LIMITATION OF LIABILITY

3.1 Spotify provides access to and use of the Data at Your own risk. The Data is provided as-is and as-available, and Spotify makes no representations or warranties of any kind concerning the Data, whether express, implied, statutory or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable.

3.2 Without limiting the provisions above, Spotify shall not be liable for any damage that results from the access and use of the Data, including without limitation, any damage to your computer system or loss of data.

3.3 To the maximum extent permitted by law, you agree to indemnify and hold harmless Spotify at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default, or omission of the participant and/or a breach of any warranty set forth in these Terms. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Spotify from and against any and all third-party claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (a) use of the Data that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any third party, or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by you in connection with these Terms; (c) and any non-compliance by you with these Terms; (d) claims brought by persons or entities other than the parties to these Terms arising from or related to your involvement with the Data.

4. MISCELLANEOUS

4.1 You may not assign or transfer any right or obligation under these Terms, either in whole or in part, without the prior written consent of Spotify. Any purported transfer without Spotify's consent shall be null and void. Spotify may assign these Terms without Your consent.

4.2 These Terms constitute the complete and entire agreement between the parties and shall supersede any and all other prior understandings, commitments, representations or agreements, whether written or oral, between the parties.

4.3 Spotify reserves the right to amend these Terms at any point in time and for any reason and such updated Terms shall apply to Your continued use and access to Data.

4.4 If any provision of these Terms are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

4.5 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms or by law, be deemed to be or construed as a waiver of that or any other right, so as to bar the enforcement of that, or any other right, power privilege, claim or remedy, in any other instance at any time or times subsequently.

4.6 Unless specified otherwise in these Terms, no third party shall have any rights or obligation under these Terms.

4.7 These Terms will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions that would result in the application of another jurisdiction's laws. Exclusive jurisdiction and venue for actions related to these Terms will be the courts located in New York County, New York, and both parties consent to the jurisdiction of such courts with respect to any such action.