

American Statistical Association DataFest and Expedia Terms and Conditions

VOID WHERE PROHIBITED BY LAW.

By entering the American Statistical Association DataFest (the "ASA DataFest"), participants agree to be bound by these Terms and Conditions (the "Terms and Conditions").

By participating in the ASA DataFest, you acknowledge and agree that if you share an idea, suggestion or discuss an application concept that you are working on that Expedia and others may use your idea, suggestion or concept and incorporate into an application that they are working on now or in the future, and you waive any and all claims that you may have against Expedia or anyone participating in the ASA DataFest and Expedia may use or incorporate into an application or other service or product, any idea, suggestion, or concept that you mention.

Sponsor. ASA DataFest is sponsored by the American Statistical Association and Expedia, Inc., 333 108th Avenue NE, Bellevue, WA 98004 ("Sponsor").

Eligibility. ASA DataFest is only open to individuals who are the age of majority or older in their places of residence as of time of registration. If you are a student and are not yet the age of majority in your place of residence, you may attend as long as you are accompanied by an individual who is the age of majority or older in their place of residence.

You are not eligible to participate in the ASA DataFest if you are a resident of Cuba, Sudan, Iran, North Korea, Syria or any other 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). Subject to all applicable laws.

As a participant, you hereby acknowledge that you are not an employee, affiliated or in any way associated with the following companies:

Sabre Holding companies (including Site59 and any Travelport (formerly Cendant) company), Galileo, and any Priceline.com, Inc. companies including: Priceline, Travelweb.com, Booking.com, Bookings.nl and lowestfare.com; American Express TravelWeb.com, TheTrip.com, GetThere.com, LowestFare.com, Hotel Connect, HRS, Opodo, Worldres, FHR, Total Stay, Travelextras, Superbreak, Carlson Wagonlit Travel Associates, and any other booking service or CRS offering online travel or hotel services.

ASA DataFest Period. The ASA DataFest Period begins at on March 1, 2017 and ends at May 30, 2017 ("ASA DataFest Period").

Registration. If you meet the eligibility requirements and would like to participate, then you must first complete the registration process within the ASA DataFest Period. After you complete the registration process, you will receive access to the Data.

You acknowledge and agree that you are solely responsible for abiding by your university's and/or employer's policies regarding participation in the ASA DataFest. Sponsor disclaims any and all liability or responsibility for disputes arising between an employee/student and employer/university related to the ASA DataFest.

BY ENTERING ASA DATAFEST YOU ACCEPT THE CONDITIONS STATED IN THESE TERMS AND CONDITIONS, AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE. IF YOU DO NOT ACCEPT ALL OF THESE TERMS AND CONDITIONS, THEN PLEASE DO NOT REGISTER FOR THE ASA DATAFEST. WE RECOMMEND THAT YOU PRINT OUT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR FUTURE REFERENCE.

Confidentiality. The following sections define:

1. Confidential Information Defined. As used in this Section, "Confidential Information" means the ASA DataFest Sponsor Materials, whether of a technical, business, or other nature (including, without limitation, information relating to a party's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, Sponsors, prospects, or other affairs), that is received by Participant.
2. Exclusions. Participant's obligations under this Section as to the disclosing party's Confidential Information does not include any information that Participant can document: (a) was known to Participant prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by Participant without use of or reference to the Confidential Information of the disclosing party; (c) is acquired by Participant from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Participant.
3. Nondisclosure. In consideration of the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, during and after the term of this Agreement Participant will: (a) use the disclosing party's Confidential Information solely for the purpose for which it is provided; (b) not disclose the disclosing party's Confidential Information to a third party unless the third party must access the Confidential Information to perform in accordance with this Agreement and the third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this Section; and (c) maintain the secrecy of, and protect from unauthorized use and disclosure, the disclosing party's Confidential Information to the same extent (but using no less than a reasonable degree of care) that Participant protects its own Confidential Information of a similar nature. If Participant is required by law or by any governmental or semi-governmental agency or court to disclose the disclosing party's Confidential Information or the terms of this Agreement Participant must give prompt written

notice of such requirement to the disclosing party before such disclosure and assist the disclosing party in attempting to obtain an order protecting the Confidential Information from public disclosure.

4. Return of Information. Upon request, Participant will destroy or deliver to the disclosing party all Confidential Information Participant may have in its possession or control.

5. Injunctive Relief. Participant acknowledges that any violation or threatened violation of this Section may cause irreparable injury to the other party, entitling the disclosing party to obtain injunctive relief in addition to all legal remedies.

License. Participation in the ASA DataFest shall constitute and signify each Participant's agreement to grant Sponsor and their respective affiliates, licensees, promotional partners, developers, legal representatives, assigns, agents and licensees a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, display, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used) any submission in connection with ASA DataFest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet or other public events, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. ASA DataFest entrants authorize Sponsor to use their name, voice, likeness, biographical data, city and state of residence, submission materials, and recordings of their activity or participation in the ASA DataFest in programming or promotional material, worldwide in perpetuity, or on an award recipient's list, if applicable, all without further compensation unless prohibited by law. Except as expressly provided herein, nothing in these Terms and Conditions may be construed as transferring any rights of ownership, by implication or otherwise, technology or intellectual property. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

Equipment and Costs of Participation. Each Participant is solely responsible for all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web, access to the World Wide Web 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 ASA DataFest.

Reservation of Rights.

Sponsor reserves the right to amend these Terms and Conditions during the ASA DataFest Period. By continuing participation in the ASA DataFest, a Participant is deemed to have accepted any such amendment. If a Participant does not wish to continue to participate in the ASA DataFest pursuant to the Terms and Conditions, as amended, such Participant may terminate his/her/its participation in the ASA DataFest by not making any additional submissions and by destroying all Confidential Information.

Sponsor reserves the right to cancel, modify or suspend the ASA DataFest should any computer virus, bugs or other technical difficulty or other causes beyond the control of the Sponsor corrupt the administration or security of the ASA DataFest. Sponsor also reserves the right, in its sole discretion, to cancel, modify or suspend the ASA DataFest at any time and for any reason, or for no reason.

Acknowledgements: Each participant understands and acknowledges that: (a) Sponsor Parties have access to ideas, stories, designs, film, tape, video, and other literary materials, and those new ideas are constantly being submitted to it or being developed by their own employees; (b) many ideas, concepts or technologies may be competitive with, similar to, or identical to content in the submission and/or each other; (c) participants will not be entitled to any compensation as a result of Sponsor Parties' use of any such similar or identical material that has or may come to the Sponsor Parties, or any of them, from other sources. Except where prohibited by law, each participant acknowledges and agrees that the Sponsor Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the participant's rights in and to the submissions. Finally, each participant acknowledges that, with respect to any claim by a participant relating to or arising out of any Sponsor Parties' actual or alleged exploitation or use of any Submission or other material submitted in connection with the ASA DataFest, the damage, if any, caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, the submission, and participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

Disputes: Except where prohibited by law, entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the ASA DataFest or any award provided shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Washington, USA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, your rights and obligations, or the rights and obligations of Sponsor in connection with the ASA DataFest, shall be governed by, and construed in accordance with, the laws of the State of Washington, USA, without giving effect to any choice of law or conflict of law rules (whether of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington, USA.