The Netflix Prize Rules

Overview:

We're quite curious, really. To the tune of one million dollars.

Netflix is all about connecting people to the movies they love. To help customers find those movies, we've developed our world-class movie recommendation system: Cinematch^{SM}. Its job is to predict whether someone will enjoy a movie based on how much they liked or disliked other movies. We use those predictions to make personal movie recommendations based on each customer's unique tastes. And while Cinematch is doing pretty well, it can always be made better.

Now there are a lot of interesting alternative approaches to how Cinematch works that we haven't tried. Some are described in the literature, some aren't. We're curious whether any of these can beat Cinematch by making better predictions. Because, frankly, if there is a much better approach it could make a big difference to our customers and our business.

So, we thought we'd make a contest out of finding the answer. It's "easy" really. We provide you with a lot of anonymous rating data, and a prediction accuracy bar that is 10% better than what Cinematch can do on the same training data set. (Accuracy is a measurement of how closely predicted ratings of movies match subsequent actual ratings.) If you develop a system that we judge most beats that bar on the qualifying test set we provide, you get serious money and the bragging rights. But (and you knew there would be a catch, right?) only if you share your method with us and describe to the world how you did it and why it works.

Serious money demands a serious bar. We suspect the 10% improvement is pretty tough, but we also think there is a good chance it can be achieved. It may take months; it might take years. So to keep things interesting, in addition to the Grand Prize, we're also offering a $50,000 Progress Prize each year the contest runs. It goes to the team whose system we judge shows the most improvement over the previous year's best accuracy bar on the same qualifying test set. No improvement, no prize. And like the Grand Prize, to win you'll need to share your method with us and describe it for the world.

There is no cost to enter, no purchase required, and you need not be a Netflix subscriber. So if you know (or want to learn) something about machine learning and recommendation systems, give it a shot. We could make it really worth your while.

Terms and Conditions in a Nutshell

- Contest begins October 2, 2006 and continues through at least October 2, 2011.
- Contest is open to anyone, anywhere (except certain countries listed below).
- You have to register to enter.
- Once you register and agree to these Rules, you'll have access to the Contest training data and qualifying test sets.
- To qualify for the $1,000,000 Grand Prize, the accuracy of your submitted predictions on the qualifying set must be at least 10% better than the accuracy Cinematch can achieve on the same training data set at the start of the Contest.
- To qualify for a year's $50,000 Progress Prize the accuracy of any of your submitted predictions that year must be less than or equal to the accuracy value established by the judges the preceding year.
- To win and take home either prize, your qualifying submissions must have the largest accuracy improvement verified by the Contest judges, you must share your method with (and non-exclusively

license it to) Netflix, and you must describe to the world how you did it and why it works.

Still interested? On to the fine print then! And, because of the serious amount of money, there is some important legalese you need to attend to...

Contest Rules, Terms and Conditions

Term

The Contest entry period commences on October 2, 2006 (00:00:00 UTC) and continues until the Grand Prize is awarded (the "Contest Term"). No additional registrations or Contest submissions of qualifying set predictions will be accepted after the close of the Contest Term. Netflix reserves the right to cancel the Contest after October 2, 2011 in its sole discretion.

Who can participate?

Participants are welcomed either as individuals or as teams made up of several persons. In the case of teams, one person must be designated as the team leader and will be solely responsible for receiving communications from and communicating with Netflix. Awarded Prizes will be distributed among the Participants and affiliated organizations according to the instructions of the team leader. We recommend teams determine ahead of time how Prizes, if any, would be shared among team members. Participants can represent themselves or be the authorized representatives of a company or academic institution.

If a Participant is an employee of a corporation or academic institution, enrolled as a student or representing their employer or academic institution in this Contest, it is their sole responsibility to review, understand and abide by their employer's or academic institution's policies regarding eligibility to participate in the Contest. If a Participant is found to be in violation of their school's or employer's policies, they will be disqualified from entering the Contest and being awarded or retaining Contest Prizes. Netflix disclaims any and all liability or responsibility for disputes arising between a student or employee and their school or employer related to this Contest.

Current and former employees, officers, contractors and agents of Netflix, its subsidiaries and equity affiliates, together with members of their immediate families (parent, child, sibling and spouse of each) and those living in their same households, or Netflix and independent contractors supporting the Contest, are ineligible to enter and participate in the Contest or be awarded or retain any Contest Prize.

Residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan are ineligible to participate. The Contest is void in these countries and where prohibited or restricted by law. Netflix reserves the right to limit, or restrict upon notice, participation in the Contest to any person at any time for any reason.

Registration

To participate in the Contest, Participants must accurately and truthfully complete the Participant registration information request online at www.NetflixPrize.com (the "Site"). To register, Participants must provide a team name, a list of all team Participants, and identify the team leader, providing each Participant's full name, and e-mail address, affiliation, if any, and country. Any publicly displayed team data, including team names, may be changed if deemed inappropriate by Netflix in its sole discretion. Each Participant must consent to be bound by these Rules. Individuals may be members of multiple teams; teams with an identical set of members are not permitted. All responses must be in English. All entry information and submissions shall be deemed

collected and judged in the United States. Netflix will not reveal Participant identities unless and until a team wins a prize. In any case, Netflix will not use a team's registration information for commercial purposes.

The Prize Structure

Upon registration, Participants may access the Contest training data and qualifying test sets. The training data set consists of more than 100 million ratings from over 480 thousand randomly-chosen, anonymous customers on nearly 18 thousand movie titles. The data were collected between October, 1998 and December, 2005 and reflect the distribution of all ratings received by Netflix during this period. The ratings are on a scale from 1 to 5 (integral) stars. To protect customer privacy, all personal information identifying individual customers has been removed and all customer ids have been replaced by randomly-assigned ids. The date of each rating and the title and year of release for each movie are provided. No other customer or movie information is provided. No other data were employed to compute Cinematch's accuracy values used in this Contest.

In addition to the training data set, a qualifying test set is provided containing over 2.8 million customer/movie id pairs with rating dates but with the ratings withheld. These pairs were selected from the most recent ratings from a subset of the same customers in the training data set, over a subset of the same movies.

Eligible algorithms must provide predictions for all the withheld ratings for each customer/movie id pair in the qualifying set. Each submitted prediction set must be uploaded to the Site in the format specified in the dataset. Submissions that fail to follow these requirements will be rejected. A day must elapse between each team's submissions.

The qualifying set is divided into two disjoint subsets containing randomly selected pairs from the qualifying set. The assignment of pairs to these subsets is not disclosed. The Site will score each subset by computing the square root of the averaged squared difference between each prediction and the actual rating (the root mean squared error or "RMSE") in the subset, rounded to the nearest .0001.

The RMSE for the first "quiz" subset will be reported publicly on the Site; the RMSE for the second "test" subset will not be reported publicly but will be employed to qualify a submission as described below. The reported RMSE scores on the quiz subset provide a public announcement that a potential qualifying score has been reached and provide feedback to Participants on both their absolute and relative performance.

Submitted prediction sets will not be made public during the Contest Term. Submitted prediction sets become the property of Netflix, which reserves the right to perform additional assessments on the predictions. However, these additional assessments shall have no influence on the decision to qualify a submission for either the Grand Prize or a Progress Prize.

To prevent certain inferences being drawn about the Netflix customer base, some of the rating data for some customers in the training and qualifying sets have been deliberately perturbed in one or more of the following ways: deleting ratings; inserting alternative ratings and dates; and modifying rating dates. However, the Cinematch RMSE measured on the final, perturbed dataset does not differ significantly from the RMSE measured on the unperturbed dataset for the purposes of Grand or Progress Prize qualification described below. The RMSE values reported below represent the RMSE measured on both the perturbed and unperturbed datasets to the precision specified above.

As of the start of the Contest, the RMSE of Cinematch on the quiz subset, based on training the Cinematch algorithm using the training data set alone, was 0.9514. The RMSE of Cinematch on the test subset, based on training the Cinematch algorithm using the training data set alone, was 0.9525.

To qualify for the Grand Prize the RMSE of a Participant's submitted predictions on the test subset must be less than or equal to 90% of 0.9525, or **0.8572** (the "qualifying RMSE"). After three (3) months have elapsed from the start of the Contest, when the RMSE of a submitted prediction set on the quiz subset improves beyond the qualifying RMSE an electronic announcement will inform all registered Participants that they have thirty (30) days to submit additional candidate prediction sets to be considered for judging.

At the end of this period, qualifying submissions will be judged (see Judging below) in order of the largest improvement over the qualifying RMSE on the test subset. In the case of tied RMSE values on the test subsets, the submission received earliest by the Site will be judged first. If no qualifying submission can be verified or no Prize can be awarded, the Contest will reopen and new qualifying submissions will be considered according to the protocol described above. The decisions of the Contest judges are final.

To qualify for a Progress Prize a Participant must have submitted a prediction set within the twelve-month period following the anniversary date of the prize start (October 2, 00:00:00 UTC) and before the end of the Contest Term. An electronic announcement, sent on September 2nd each year, will inform all registered Participants that they have thirty (30) days to submit additional candidate prediction sets to be considered for Progress Prize judging. To qualify for a year's Progress Prize, the RMSE of your submitted predictions on the test subset must be less than or equal to 99% the RMSE of the last Progress Prize winner. The judging of the Progress Prize then follows the protocol for judging the Grand Prize described above. The minimum qualifying RMSE value for the Progress Prize will be posted each year. For the first year, qualifiers for the Progress Prize must be less than or equal to 0.9430, 99% of Cinematch's current accuracy on the test subset. If no entry in a particular year qualifies, a Progress Prize will not be awarded for that year. However, the Progress Prize contest remains open for subsequent years or until the Contest Term is over. Winners of Progress Prizes remain eligible to qualify and win subsequent Progress Prizes as well as the Grand Prize.

Improvements to Cinematch made during the Contest Term will not affect the requirements for qualifying or winning either the Grand or Progress prize.

During the Contest, participants may not redistribute the training data set or qualifying sets without the express written permission of Netflix. These data may be used for research purposes but may not be used for any commercial purpose. At the end of the Contest, the ratings for the qualifying set will be released and the combined training data and qualifying sets will become available upon request at the Machine Learning Archive at UC Irvine.

Eligibility of Qualifying Algorithms

An eligible algorithm must be originally developed or implemented (e.g., must not violate or infringe on any applicable law or regulation or third-party rights); must be written in English; and must not require any third-party software or licenses, payment on the part of Netflix, or otherwise prevent Netflix from exercising the rights granted hereunder.

Judging of Qualifying Algorithms

Upon qualifying, as described above, the Participant is required to submit within one (1) week for judging a description of their algorithm along with all source code. The Participant warrants that the source code is either fully or substantially developed and functions or will function as represented by the description. Failure to deliver both the description and source code within one (1) week will disqualify that entry and additional qualifying entries will be considered.

The description of the algorithm must be written in English, with mathematical formulae as necessary. The

description must be written at a level sufficient for a practitioner in computer science to reproduce the results obtained by the contestant. It must describe substantially all the steps performed both by any learning component and by the prediction component that produced the submitted predictions. If applicable, it should detail any initialization and convergence properties of the method as well as tuning procedures for setting any free parameters of the algorithm. If applicable, it should also list any prior applications of the techniques employed by the algorithm. Finally, it must provide an analysis of how the algorithm achieved its improvement over previous Progress Prize winners, if any.

Qualified entries will be reviewed, considered and judged by a panel of senior Netflix engineers and qualified independent judges. Participants shall reasonably cooperate with the judges in any verification activities. The judge's sole activity during verification will be to ensure that the provided algorithm description and source code could reasonably have generated the prediction sets submitted. Application of the foregoing judging criteria to eligible Contest entries in the Contest shall be at the judges' reasonable discretion and, as to elements of the judging criteria involving matters of subjectivity, at the judges' sole discretion.

In order for Netflix to verify the submitted algorithm, each Participant will be required to grant to Netflix (including its affiliates and subsidiaries, employees, agents, and contractors), and any testing partners, an irrevocable, royalty free, fully paid up, worldwide non-exclusive license under the Participants' copyrights, patents or other intellectual property rights to use, review, assess, test and otherwise analyze the submissions (prediction sets, algorithm descriptions, and source code) and all their content in connection with this Contest. In addition, Participants waive on an irrevocable basis all moral rights in the submissions and all their content. Netflix shall be free to use for any purpose in any and all media now known or hereinafter developed in any territory in perpetuity the residuals resulting from access to or work with Participants' Applications. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the submissions, including ideas, concepts, know-how, or techniques contained therein. Netflix shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

After qualifying for either the Grand or Progress Prize and being verified by the Contest judges, as a condition to receiving either Prize, the winning individual and/or team must grant to Netflix (including its affiliates and subsidiaries, employees, agents, and contractors), an irrevocable, royalty free, fully paid up, worldwide non-exclusive license under the Participants' copyrights, patents or other intellectual property rights in the winning algorithm ("Winning Algorithm") to reproduce, distribute, display, and create derivative works from the Winning Algorithm and also to make, have made, use, sell, offer for sale, and import products that would otherwise infringe the Winning Algorithm. Except as encompassed in the concept of "have made", this license will not include the right to grant further licenses or sublicenses.

Once an algorithm is verified by the judges and the license is granted, Netflix will award the appropriate Contest Prize to the winning Participant. The description of the algorithm, but not the source code, will be published on the Site along with the names of the team members who won the Prize.

Award of Contest Prizes

Contest Prizes:

1. Grand Prize: $1,000,000 (USD) Cash

2. Progress Prizes: $50,000 (USD) Cash each award

A Participant is eligible to win and be awarded only one (1) Grand Prize. A Participant is eligible to win and be awarded any and all Progress Prizes available during the Contest Term. In the event a qualified Participant

cannot be reasonably notified, verified or confirmed based on two (2) attempts (and further attempts at Netflix's sole discretion), a Contest Prize is declined or a potential winner is not in compliance with these Rules or eligible for award of a Contest Prize for whatever reason, the Contest will remain open and an alternate potential prize winner will be chosen and verified in accordance with these Rules.

Awarded Grand and Progress Prizes will be distributed amongst team members and affiliated organizations in a lump sum payments according to the winning team leader's instructions 4-6 weeks after Netflix has declared a winner. Return of a Contest Prize or failure of Contest Prize delivery will result in disqualification and an alternative potential winner will be chosen and verified in accordance with these Rules.

Any costs or expenses associated with the acceptance and use of any Contest Prize monies are the sole responsibility of the Contest Prize winners. All Contest Prize details are at Netflix's sole discretion. A Contest Prize winner may make no substitutions or assignment of a Contest Prize other than as specified in these Rules.

Prize monies should be retained by individuals only in conformity with any applicable policies of their employers or academic institutions, regarding participation in and receipt of promotional consideration relating to the Contest and receipt and retention of Contest Prizes. If an employer's or school's policies are applicable, it is the Participant's sole and ultimate responsibility, in consultation with their employer or school, to determine how and if any Contest Prize will be retained and/or distributed and accounted for and Netflix assume no responsibility for the decisions made by such employers or schools regarding this issue.

General Contest Terms and Conditions

A. Delivery. A Participant is solely responsible for the equipment and Internet access required to connect to the Site and/or participate in the Contest. Netflix will not be responsible for lost, late, incomplete, stolen, misdirected, undelivered, delayed, inaccurate, garbled or illegible materials, entries, email or mail; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or for garbled or jumbled transmissions, or for service provider/Internet/Web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention, or for inaccurate capture of any information, or the failure to capture any such information. Netflix is not responsible for any incorrect or inaccurate information, whether caused by printing errors, Site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest, and is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Contest Site or any communications means or for any other error of failure of any kind in connection with or relating to this Contest, whether caused by any human, typographical, printing, mechanical, computer or other means, including, without limitation, errors or failures which may occur in connection with the processing or storing of information, the administration of the Contest, the uploading, processing validating, posting and/or judging of entries, the announcement of the Contest Prizes or in any Contest-related materials. Participants located outside of the U.S. should note that delivery/and or custom's delays could occur. Netflix is not responsible for injury or damage to Participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Site. Entries delayed past the submission deadline of the Contest will not be accepted for review.

B. Entries; Verification/Audit; Participant Cooperation. All activities relating to Participant's participation in the Contest and material submitted are subject to verification and/or auditing for compliance with these Rules and Participants agree to reasonably cooperate with Netflix concerning verification and/or auditing. In the event that Contest verification activity or an audit evidences non-compliance with the Rules or official Contest communications, as determined in Netflix's reasonable discretion, a Participant's continuing participation in any aspect of the Contest may be suspended or terminated.

Netflix reserves the right, in its sole discretion, to reasonably suspend or cancel the Contest should any virus, bug and/or other cause corrupt the administration, security or proper operation of the Contest. In the event the Contest is cancelled, Netflix may, at its sole discretion, determine the winners from among all eligible and non-suspect validated entries received up to the time of such action using the judging procedure outlined above.

C. Participants' Affidavits, Contest Consent and Releases. As a condition of winning the Contest and receipt and acceptance of a Contest Prize, a Participant will be required to complete, sign and return a non-exclusive grant of license to Netflix, an Affidavit of Eligibility and Liability Release and where lawful, a Publicity and Submission Release and License ("Publicity Release"), within fourteen (14) days of the date of winning status notification. A Publicity Release will include consent by a winner and/or his or her employer/principal for Netflix and those acting under its control to use a winner's name, picture, voice, likeness, and the name, description and Application comprising winner's entry, worldwide in perpetuity, for the purposes of Contest-related advertising, promotion and publicity, and additionally including those specific purposes disclosed on the Site, without further compensation, notification or permission, unless prohibited by law.

In addition, winning U.S. and foreign Participants will be required to complete applicable U.S. tax withholding-related documentation and, if necessary, provide proof of foreign status, as beneficiaries of U.S.-sourced promotional consideration.

Without limitation, if the foregoing documents are not executed by the prescribed persons noted therein and returned timely, or if notification is returned as non-deliverable, or if a Participant is found to be ineligible or otherwise not in compliance with these Rules, a Contest Prize may be forfeited at the sole discretion of Netflix and, at Netflix's discretion, the next eligible Participant in accordance with these Rules will be notified. Contest Prizes won by team leaders who are eligible minors in their state, province or country of residence shall be awarded to eligible minor's parent or legal guardian who must sign and return all required documentation and otherwise fulfill all requirements imposed on winners set forth herein.

D. Tax Consequences. Participation and receipt of benefits from the Contest will have tax consequences. Participants should speak with their tax advisors prior to participation and receipt and acceptance of Contest Prizes to prevent any undesired results. Should there be any local tax liability for participation in the Contest or the receipt of a Contest Prize, or costs or expenses relating to participation in the Contest or for the use and enjoyment of any Contest Prizes, or for any other reason, such taxes and/or expenses are the sole responsibility of the Participant. Netflix will issue Contest-related tax reporting, as may be required by applicable laws and regulations. As a condition of winning the Contest and receipt and use of any Contest Prize, Participants agree to self-report to applicable local taxing authorities, as may be required by local laws.

E. Rules Amendment and Interpretation. The Contest and its continuing terms and conditions, benefits and participation are offered to Participants at the sole discretion of Netflix and its affiliated companies. Netflix reserves the right to amend or interpret the Rules or official Contest communications and any element or elements arising under or relating to the Contest at any time, upon published notice to Participants on the Site. A Participant shall be deemed to have notice of any such amendments or interpretations upon publication of the same on the Site and shall be deemed to have accepted such amendments or interpretations by virtue of a Participant's continuing participation in the Contest. Should a Participant not wish to continue to participate in the Contest pursuant to the prevailing Rules, as amended or interpreted, a Participant may terminate participation in the Contest by abandoning their registration on the Site. All submitted material remain the property of Netflix.

F. Rule Compliance Interpretation; Adjudication and Remedial Process. Netflix reserves the right to make all decisions, in its discretion, arising out of or relating to instances of suspected abuse, fraud, error or anomalies in the operation of the Contest, including the Site, or any other interpretation, activity or suspected violation relating to the Contest, and such decisions by Netflix are final and binding. Aggrieved Participants further

agree, prior to resort to formal dispute resolution specified below, to submit to Netflix via certified mail (The Netflix Prize, 100 Winchester Circle, Los Gatos, CA 95032) for internal adjudication a written statement concerning and fully describing any grievance for expeditious review and formal response by Netflix. The formal response and decision by Netflix shall be final and binding on a Participant, absent clear and convincing evidence that Netflix has acted in an arbitrary or capricious manner. Netflix's decision of a particular matter with an individual Participant shall not bind Netflix as to decisions or adjudications of similar future matters, if there is a rational basis for distinguishing the facts and circumstances of such matters. A Participant must first exhaust the internal adjudication process for grievances before proceeding to formal dispute resolution. The foregoing deference and evidentiary standards relating to Netflix's decision-making shall apply in the below-described formal dispute resolution.

Except where prohibited, Participants in the Contest agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any benefits received, or the administration of the Contest not resolved through internal adjudication shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Contest and in no event shall Participant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will a Participant be permitted to obtain awards for and Participants hereby waive all rights to claim 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. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Participant(s) and Netflix in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of California, without regard for conflicts of law doctrine of any jurisdiction, and subject to resolution only in the City of San Jose, State of California, United States. By entry and participation in the Contest, Participants, for themselves and their schools/companies if applicable, agree that the City of San Jose, State of California, United State of America will be the exclusive forum for any formal dispute resolution.

G. NO WARRANTY. NETFLIX, ORGANIZERS AND THEIR SUBSIDIARIES, AFFILIATED COMPANIES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR A PARTICIPANT'S USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE CONTEST OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF CONTEST PRIZES OR OTHER BENEFITS UNDER THE CONTEST TO PARTICIPANTS. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES OR CONDITIONS THAT THE CONTEST OR CONTEST WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST. RELEASED PARTIES ASSUME NO RESPONSIBILITY FOR ANY COMPUTER-RELATED DAMAGES DUE TO DOWNLOADING MATERIALS. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO A PARTICIPANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. FURTHER, BY PARTICIPATING IN THE CONTEST AND/OR ACCEPTING A CONTEST PRIZE, A PARTICIPANT AGREES THAT RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY PARTICIPANT AGAINST, ANY LIABILITY FOR ANY

DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF A CONTEST PRIZE, PARTICIPATION IN ANY CONTEST PRIZE-RELATED ACTIVITY, RELEASED PARTIES' USE OF ANY TENDERED ENTRY OR PARTICIPATION IN THIS CONTEST. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

H. Indemnification. Participants agree to release, defend, indemnify and hold harmless Released Parties from and against, and accept all responsibility of any kind, including but not limited to financial, for any liability, claims, losses, damages or proceedings, including but not limited for death, (including reasonable attorneys' fees) relating to any actions taken by a Participant, including submission of Application algorithms and executables, or anyone else using a Participant's e-mail or team password or otherwise purporting to act on Participant's behalf in regard to the Contest (whether or not such use occurred with or without your permission). Participant also agrees to release, defend, indemnify and hold harmless the Released Parties from any and all liability, claims, losses, damages or proceedings, including but not limited for death (including reasonable attorneys' fees) relating to Prizes and any other matter in connection with a Participant's participation in the Contest or Netflix's or its designees or Netflix's or it's designees use of his/her Application.

These rules, terms and conditions specified here comprise the Contest's Official Rules and, together with the Contest Site's Terms of Use and official Contest communications or publications by Netflix, shall govern and apply to all participation and activity arising out of and relating to the Contest and use of the Site. These Rules cannot be modified or superseded except by Netflix, in its reasonable discretion.