

DECLARATION OF ELIGIBILITY, NONEXCLUSIVE LICENSE AND RELEASE

The undersigned, _____, a Participant in the competition (the “**Competition**”) sponsored by Yelp Inc., located at 706 Mission Street, San Francisco, CA 94103 (the “**Sponsor**”), hereby declares under penalty of perjury as follows (terms used but not defined herein shall have the meanings set forth in the Official Competition Rules):

1. Check applicable box(es):

- ☐ I am the potential winner of a Prize in the Competition
- ☐ Sponsor has offered me an interview to evaluate my suitability for employment

2. I have personal knowledge of the facts stated herein.

3. I am submitting the declarations included in this Agreement with the understanding that they will be relied upon to determine my eligibility for the Competition.

4. At the time I registered for the Competition, and I was ____ years of age and was the age of majority in my state of residence.

5. I am a legal resident of _____ and citizen of _____.

6. At the time I registered for the Competition, and at all times during the Competition, I was a Member of Kaggle, Inc. (“**Kaggle**”) and had a valid User Account.

7. My home address and telephone number are:

8. I warrant and represent that I am not, and was not during the Competition Period, (a) an officer, director, employee, agent or advisory board member Sponsor, Kaggle or their respective subsidiaries and affiliates, (b) the immediate family member or member of the household of an individual covered by (a), or (c) an agent or affiliate of an advertising or promotion agency.

9. **Eligibility.** I understand that I am entitled to receive the Prize or participate in an interview with Sponsor, as applicable, only if I meet the eligibility requirements and have complied with all rules of the Competition. I have read and agree to be bound to the Official Competition Rules, which are located on Kaggle’s website and are incorporated herein by reference (the “**Official Rules**”), and I declare that I have complied with all such rules. I have committed no fraud or deception in entering or participating in the Competition, claiming any Prize or participating in any interview with Sponsor. I agree to return immediately upon demand to Sponsor any Prize or the value of said Prize or the portion of the Prize that has been or may be awarded to me if any statement made by me in this Agreement is false.

10. **Entries.** I warrant and represent that:

- a. each of my Entries complies with the Participant Terms and Conditions set forth on Kaggle's website and the Official Rules, including without limitation the applicable Entry guidelines;
 - b. none of my Entries has been previously published or won any other prize or award;
 - c. each of my Entries is an original work under U.S. Copyright Law, created by me, and/or that I own all rights in such Entries;
 - d. none of my Entries are unlawful or plagiarized, or violate or encourage others to violate any applicable law, statute, ordinance or regulation;
 - e. my Entries do not and will not infringe, misappropriate or violate any third-party party's copyright, trademark, patent, literary, trade secret, privacy, publicity, proprietary, contractual or other right;
 - f. I have obtained all necessary permissions from all relevant third parties to submit each of my Entries;
 - g. my Entries are not, and when delivered to Sponsor will not be, subject to any restriction, mortgage, lien, claim, pledge, security interest, or encumbrance;
 - h. any open source or third-party code or other materials used in connection with my Entries will be limited to code that Sponsor will be entitled to commercially use and exploit;
 - i. any open-source-related or third-party licensor requirements and restrictions have been fully disclosed to Sponsor, and none of such restrictions are that Sponsor or Sponsor's licensees will be precluded from commercially using or exploiting such open source or other third-party code or other materials;
 - j. my Entries, when run with the resources described in my documentation, will reproduce its results on the Competition data set, but do not make any representation regarding the performance of the Entries on other data sets; and
 - k. none of my Entries included any virus, worm, corrupt file, Trojan horse or other form of corruptive code or content that may harm or compromise the Kaggle's website.
11. **Fees and Taxes.** I understand that if I am awarded a Prize, Sponsor will cover the costs of the Prize, any applicable sales taxes and shipping costs, but all other taxes, fees and expenses associated with receipt and use of a Prize, including any customs charges, are my sole responsibility and that I may receive a 1099 or other appropriate tax form, an indication and withdrawal on my paycheck, or other notification for this calendar year.
12. **Transferability.** This Prize is non-transferable. I understand that I cannot assign or transfer the Prize to another person or entity, or redeem the Prize for cash. No Prize substitution is allowed, except Sponsor reserves the right to substitute a prize of equal or greater value if the Prize becomes unavailable.
13. **Prize Delivery.** I understand and agree that:

- a. I will be notified through my User Account and/or by e-mail if I am a potential prize winner;
- b. the Prize will be delivered by U.S. Mail or overnight carrier (e.g. Federal Express, UPS), at Sponsor's sole discretion, to the address I provided above;
- c. if the Prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute Prize of equal or greater retail value may be awarded;
- d. the Prize is awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose)
- e. Sponsor is responsible only for Prize delivery and is not responsible for Prize utility or otherwise; and
- f. acceptance or use of Prize is at my own risk.

Prizes will be awarded subject to the limitations stated in the Official Rules. Without limiting the generality of the foregoing, I agree to retain the Prize only in conformity with any applicable policies of my employer or academic institution, regarding participation in and receipt of promotional consideration relating to the Competition and receipt and retention of Prizes. If an employer's or school's policies are applicable, I will be solely and ultimately responsible, in consultation with my employer or school, to determine how and if any Prize will be retained and/or distributed and accounted for. Kaggle and Sponsor assume no responsibility for the decisions made by such employers or schools regarding this issue.

14. **License and Publicity Release.** I understand that my Entries may be posted on Kaggle's or Sponsor's Competition website ("**Website**"). I understand that, in consideration of the opportunity to participate in the Competition, the eligibility to receive a Prize, the eligibility to participate in a recruiting interview with Sponsor, the actual receipt of a Prize and/or participation in a recruiting interview with Sponsor, I am granting Sponsor and its successors the following license, as applicable:

- a. If the undersigned is participating in an interview only: a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, review, reproduce and internally distribute the undersigned's Entries (including any and all submitted source code) in connection with evaluating the undersigned's suitability for employment, with the understanding that any Entry so licensed will not be used for Sponsor's commercial purposes.
- b. If the undersigned is a potential Prize winner: a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable right and license to: (i) use, not use, reproduce, distribute, modify, reformat, transmit, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, and import each Entry and the algorithm used to produce the Entries, in any media now known or hereafter developed, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Entries, and (ii) to exercise any and all other present or future rights in the Entries for any purpose whatsoever, commercial or otherwise, without further approval by or payment to the undersigned.

I represent that I have the unrestricted right to grant the above license, and I further agree that I will not grant, directly or indirectly, any right or interest in my Entries that will conflict with the terms of this Agreement. I understand that Sponsor may request, in its discretion and at any time, written evidence that I have secured any and all necessary licenses, releases and authorizations as provided in the Official Rules.

I understand that, in addition to any other grants which may be granted in any other agreement entered into between or among Sponsor and me, I irrevocably grant the Sponsor and Sponsor's respective successors, assigns and licensees, the right to use my first name, first initial of last name, and city of residence, as well as Prize information to the extent required by law, and if so required by law, the disclosure of additional personal information, all without additional compensation, and I hereby release the Sponsor from any liability with respect thereto, unless prohibited by law.

If I have been offered an interview with Sponsor, I acknowledge that participating in the Competition and interviewing with Sponsor does not create an obligation on either my part or Sponsor's part to enter into any further business relationship or to sign any agreement.

15. **Liability Release.** The Competition is subject to the Official Rules. By participating, I agree: (i) to be bound by the complete Official Rules and the decisions of Sponsor and Kaggle, which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Competition or the Official Rules, except where prohibited by law. By accepting a Prize or an interview with Sponsor, I agree to release Sponsor, its parent, subsidiary and affiliated entities together with their respective directors, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Competition, including but not limited to Kaggle (each, a **"Released Party"** and collectively, the **"Released Parties"**), from any and all liability, loss or damage arising from or based on my participation in the Competition, use of the Data, the Entries, the use of any Entry by Sponsor or the acceptance, possession, use or misuse of any prize. *I specifically understand and agree that this release will prevent me and my successor from bringing a lawsuit, claim or other action against Sponsor or any other Released Party and from recovering any money damages or other legal relief from Sponsor or any other Released Party in connection with any of the claims released above.*

I further understand and agree that all rights under Section 1542 of the Civil Code of California (**"Section 1542"**) and any similar law of any state or territory of the United States that I may have with respect to the foregoing release are hereby expressly and forever waived. I understand that Section 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I have been given a full opportunity to review and analyze this Agreement as well as the promotions in the Official Rules. I fully and completely understand all of the terms of this Agreement and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete **release** and **discharge** of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.

16. **Indemnity.** I hereby agree to hold harmless, defend and indemnify the Released Parties from and against any and all third party claims, losses, damages, liabilities, costs, expenses, rights, demands and actions (including attorney's fees and expenses for litigation and settlement) arising from, or in any way related to, (a) my breach of the Official Rules, including the representations therein, (b) my breach of this Agreement, including the representations and declarations herein, (c) infringement of intellectual property rights, copyright or trademark by Sponsor for any use of my Entries, or (d) my acceptance, possession, use or misuse of any prize. The Released Parties reserve the right, at Participant's expense, to assume the exclusive defense and control of any matter for which Participant is required to indemnify the Released Parties, and Participant agrees to cooperate with any Released Party's defense of these claims. Participant agrees not to settle any matter without the prior written consent of the applicable Released Party.
17. **Limitations of Liability.** By accepting a Prize or an interview with Sponsor, I agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Competition, the Data or any prize awarded, shall be resolved individually without resort to any form of class action; (2) any and all disputes, claims, and causes of action arising out of or relating to the Competition, the Data or any prize awarded must be brought within one (1) year after the occurrence of the event giving rise to such claim (if such claim is not filed, then that claim is permanently barred); (3) if, notwithstanding paragraph 15, a court of competent jurisdiction holds Sponsor or another Released Party liable in respect of any matters arising under or incidental to the Competition, the Official Rules or this Agreement, any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event attorney's fees; and (4) regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, under no circumstances will I be permitted to obtain any award for, and I hereby waive all rights to claim, for any lost profits, lost or corrupted data, computer failure or malfunction, interruption of business, or other special, indirect, incidental or consequential damages of any kind arising from or based on my participation in the Competition, use of the Data, the Entries, the use of any Entry or the acceptance, possession, use or misuse of any prize, even if Sponsor or another Released Party have been advised of the possibility of such loss or damages and whether or not such loss or damages are foreseeable.
18. **Nature of Relationship / Waiver of Equitable Relief.** I hereby acknowledge and agree that the relationship between myself and the Sponsor is not a confidential, fiduciary, or other special relationship, and that my decision to provide the Entries to Sponsor for purposes of the Competition does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the my Entries. I acknowledge and agree that the Sponsor does 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 my copyright in and to the Entries. Finally, I acknowledge that, with respect to any claim by me relating to or arising out of any Sponsor actual or alleged exploitation or use of any Entry or other material submitted in connection with the Competition, the damage, if any, thereby caused to me will not be irreparable or otherwise sufficient to entitle such me to seek injunctive or other equitable relief in any way.
19. **Enforceability.** If any provision of this Agreement is found to be unreasonable or unenforceable in any respect by a court, it is my intention that this Agreement shall nonetheless be enforced to the maximum extent to which it is found by the court to be enforceable. To the extent permitted by applicable law, I hereby waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Sponsor or any Released Party under this Agreement.

20. **Choice of Law.** Disputes regarding this Agreement and/or this Competition will be governed by the internal laws of the State of California without reference to its choice of laws rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in San Francisco, California.
21. **Material Inducement.** I acknowledge and agree that my consent to the terms set forth above is a material inducement for Sponsor to award a Prize to me and that Sponsor would not do so in the absence of my consent as evidenced by my signature below.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between me and Sponsor with respect to the matters described herein and therein, and supersedes any and all other agreements and communications, oral or written, between me and Sponsor or any other Released Party with respect to such matters. Kaggle is an intended third party beneficiary of this Agreement, with the right to enforce its terms.

The undersigned declares under penalty of perjury of the laws of the United States and the State of ____ that the foregoing is true and correct and that this Agreement was executed at

_____ on _____, 20__.

Signature

Print Name

Agreed and Accepted:

Yelp Inc.

By: _____

Print Name