欢迎报名参加**宠物生物特征识别挑战赛**，在接受本协议之前，请您仔细阅读本协议的全部内容。如果您对本协议的条款有疑问的，请通过大赛举办方客服渠道进行询问，大赛举办方将向您解释条款内容。如果您不同意本协议的任意内容，或者无法准确理解大赛举办方对条款的解释，请不要进行任何后续操作。否则，表示您已接受本协议内容并同意受本协议约束。届时您不应以未阅读本协议内容或者未获得大赛举办方对您问询的解答等理由，主张本协议无效，或要求撤销本协议。

**参赛协议**

1.立约目的  
鉴于参赛者自愿报名参加**宠物生物特征识别挑战赛**（以下简称“大赛”，大赛具体详情以天池平台本次大赛展示页及报名页的公示内容为准）；参赛者将在参赛期间可能持续获得天池平台及/或大赛举办方（大赛举办方名单详见天池平台本次大赛展示页的公示内容）提供的保密信息。为了规范大赛参赛行为，保障各方合法权益，特拟定本协议。

2.签约主体  
本协议由天池平台（域名：[https://tianchi.aliyun.com](https://tianchi.aliyun.com/" \t "_blank)）的服务提供方或大赛举办方（以下简称“大赛举办方”）与大赛参赛者(以下也称“参赛者”或“您”)签署。

3.协议生效和适用范围  
本协议内容包括协议正文以及所有大赛举办方已经发布的或将来可能发布的大赛相关的各类规则、通知、公告等（以下合称“规则”）。所有规则为协议不可分割的组成部分，与协议正文具有同等法律效力。大赛举办方有权根据需要不时地制定、修改本协议和/或各类规则，如有任何变更，大赛举办方将以网站公示的方式进行公告，不再单独通知您。变更后的协议和规则一经公布即自动生效，成为本协议的一部分。如您不同意相关变更，应当在5日内以书面形式向大赛举办方提出终止参赛；如您继续参赛的，则视为您对修改后的协议和规则不持异议并同意遵守。

4.保密  
4.1参赛者同意大赛举办方向参赛者披露或提供的全部信息（包括但不限于大赛初赛、复赛等各阶段向参赛者直接提供的或通过天池平台开放给参赛者下载的大赛数据或信息（包括但不限于图片、图形、照片、图像、视音频、草图、流程图、公式、蓝图、图形设计、用户界面及其他知识产权）、算法（如有）、模型（如有）、代码（如有）等）、参赛者所知悉的大赛举办方未公开的信息及大赛举办方从第三方处获得但应承担保密责任的信息，均属于**保密信息，参赛者同意对上述保密信息承担保密义务。参赛者应有意识地保护上述保密信息，并采取所有必要的保密措施，不得向公众披露此等保密信息或向第三方披露此等保密信息。**  
4.2为了避免不必要的争议，秘密信息中不包括：（a）不违反本协议而已为公众普遍知晓的信息；（b）参赛者在从大赛举办方接到信息以前已拥有或已知但没有义务为其保密的信息；（c）参赛者自第三方获得而又无义务为之保密的信息。  
4.3大赛举办方无须对上述保密信息的真实性、适用性、完整性和合理性承担责任。大赛举办方无须对参赛者对保密信息的使用行为承担任何责任。  
**4.4参赛者保证仅按照大赛举办方的指定要求在指定区域及系统内使用保密信息于参赛的合理目的使用，参赛者不得以不符合大赛举办方要求的方式获取、使用保密信息，不得对大赛提供的保密信息进行逆向工程、反编译、试图破译源代码及潜在信息，也不得以任何形式向任何第三方泄露、披露、传播、出售、转让或用于任何商业用途及其用途等。**  
**4.5 参赛者保证所有基于大赛举办方提供的保密信息所开展的竞赛都是非盈利性的学术研究，参赛者不得对该等保密信息或基于保密信息的参赛成果、产出物进行出售、转让或用于任何商业活动，本协议另有约定的除外。**  
4.6本协议终止的，参赛者应当按照大赛举办方的要求对于其所提供的保密信息进行归还或删除，并向大赛举办方书面确认已完成上述行为。  
4.7参赛者在本协议项下的保密义务并不随本协议的终止而随之终止，参赛者仍需遵守本协议之保密条款，履行保密义务，直到大赛举办方同意其解除此项义务，或保密信息的秘密性全部丧失时为止。  
4.8参赛者应当妥善保管大赛参赛账号（登录名+密码），并对其使用及其遗失自行承担责任。若参赛账号遭到未获授权的使用，或者发生其他任何安全问题时，应立即通知大赛举办方。参赛账号仅限于参赛者本人使用，不得将参赛账号以任何形式向任何第三方转让、出租、出借、出售、披露、泄露等。参赛者应妥善保管参赛账号，并对使用参赛账号所进行的行为承担全部责任。如大赛举办方根据其判断认为参赛账号存在异常活动的，大赛举办方可以单方暂停或终止该账号登陆天池平台或参赛；参赛者违反本协议约定的，大赛举办方可以单方取消参赛者的参赛资格及终止账号的参赛权限。

5.知识产权及数据保护  
5.1在大赛过程中参赛者独立开发的算法、模型等研究成果（如有）的知识产权依法归参赛者所有。  
5.2如大赛举办方及/或其关联公司有意取得参赛者在本次大赛中独立开发的依约定享有完整知识产权的研究成果，参赛者同意大赛举办方及/或其方关联公司在同等条件下享有优先受让权，相关转让事宜由双方另行协商确定。  
5.3参赛者应保证其在大赛过程中所产出的所有研究成果未侵犯任何第三方的知识产权、商业秘密及其他合法权益，如第三方基于此等成果向大赛举办方及/或其关联公司提出索赔、诉讼等的，参赛者应承担大赛举办方由此产生的全部责任及损失。

6.违规处理  
参赛者应本着诚实、公平的态度参加比赛，如在以下情况出现违规，大赛举办方有权取消参赛者的参赛资格，情节严重者将通报参赛者所在单位并追究其违法责任。  
6.1账号使用：参赛者有义务保证账号信息的真实性和有效性，且账号仅限于参赛者本人使用；参赛者禁止使用多账号参赛，同一参赛者不可使用多个账号进行提交、刷分操作；如根据判断认为参赛账号存在异常或违背正常使用条例，大赛举办方可以单方面暂停或终止该账号登录大赛平台。  
6.2比赛成果：严禁参赛者之间相互抄袭。如不同参赛者提交结果高度相似，经判定存在抄袭行为的，大赛举办方将取消相关参赛者的参赛资格，相关参赛成绩无效。  
6.3.1数据使用：对于大赛提供的数据（数据集），参赛者须仅在比赛场景下使用，如使用比赛之外的任何数据应获得大赛举办方许可。对于不提供下载的比赛数据，参赛者不得以任何形式擅自复制、下载或获取。参赛者如发现任何出现数据未授权访问的可能，应立即通知大赛举办方并积极提供相关信息。  
6.3.2数据声明：本次赛事的训练数据及测试数据由蚂蚁集团提供，阿里云天池仅提供本次赛事评测过程中的运维技术支持，不存储任何赛事相关的数据。所有开发者对赛事数据的使用，由蚂蚁集团提供下载渠道(请见“赛题与数据”页面的引导链接)。  
6.4代码分享：在大赛举办期间，未经大赛举办方同意，参赛者禁止公开分享与赛事相关的数据、模型和代码；大赛结束之后，参赛者可以在拥有模型和代码的知识产权的情况下自行选择公开分享，但需要确保此类公开共享不会侵犯任何第三方的知识产权、商业秘密及其他合法权益。  
6.5参赛者若在参赛过程中发现相关规则漏洞或技术漏洞，有义务及时告知资委会相关漏洞的信息，大赛举办方将对提供相关信息的参赛者表示相关感谢；若参赛者利用相关漏洞进行参赛，经判断查证后，成绩将会被判断为无效成绩。  
7.期限与终止  
7.1发生下列情形，本协议终止：  
1）大赛举办结束或终止；  
2）因参赛者参赛成绩排名靠后并按照参赛规则未能入围继续进行比赛的；  
3）参赛者违反本协议约定被取消参赛资格的；  
4）参赛者退赛的；  
5）本协议约定的其他终止情形。  
7.2参赛者同意大赛举办方有权提前7日通过天池平台网站公告或电子邮件等告知参赛者的方式提前终止本次大赛。

8.申诉与仲裁  
参赛者对不符合大赛规定的设备、工具和软件，有失公正的评判和奖励以及工作人员的违规行为等，均可向大赛举办方提出申诉。举办方组委会负责受理提出的申诉并进行调解仲裁，以保证大赛的顺利进行和大赛结果的公平公正。举办方组委会作出的仲裁结果为终局决定。举办方组委会将在收到申诉之日起5个工作日之内受理，并认真核查和处理。

9.法律适用及争议解决  
9.1本服务协议及大赛相关的所有事宜均受中华人民共和国法律管辖。  
9.2在执行本服务协议过程中如发生纠纷，双方应及时协商解决。协商不成时，任何一方应向杭州市西湖区人民法院提起诉讼。

10.其他  
10.1若本协议任一条款因违反法律法规而无效或无法履行，则除该无效或无法履行部分以外，本协议的其他部分仍然有效。  
10.2本协议中保证条款、保密条款、知识产权条款、法律适用及争议解决条款在本协议终止时继续存在。  
10.3本协议有中、英两种版本，如二者之间有任何差异，以中文版本为准。

Welcome to the sign-up page for the **Pet Biometric Challenge**. Please read through this Agreement carefully before you accept it. If you have any doubts about any term herein, please contact the Organizer's customer service. If you disagree to any content contained herein or cannot fully understand the Organizer's interpretation of these terms, please do not proceed. Otherwise, you are deemed to have accepted and agreed to be bound by this Agreement. You may not invalidate or request to cancel this Agreement on the grounds of failing to fully read it or receive answers to your questions from the Organizer, or for any other reasons.

1.**Purpose**

WHEREAS, you voluntarily sign up for the **Pet Biometric Challenge** (the "Contest"), the details of which shall be subject to the content published on the landing page and sign-up page of the Contest on Tianchi; and you may constantly get confidential information provided by Tianchi and/or the Organizer (the list of organizers is shown on the landing page of the Contest on Tianchi) during the Contest period. NOW, THEREFORE, to regulate the participation in the Contest and protect the legitimate rights and interests of the parties, the parties agree as follows:

2.**Contracting Parties**

This Agreement is entered into by and between service providers of Tianchi (URL: [https://tianchi.aliyun.com](https://tianchi.aliyun.com/)) or organizers of the Contest (the "Organizer") and the participant ("Participant", "you", or "your").

3.**Effectiveness and Applicable Scope**

The content of this Agreement includes the body of the Agreement and various rules, notifications, and announcements related to the Contest that the Organizer has issued or may issue in the future (collectively, the "Rules"). The Rules are an integral part of this Agreement and have the same legal effect as the body of this Agreement. The Organizer is entitled to establish and modify this Agreement and/or the Rules from time to time as needed. If any changes are made, the Organizer will post an announcement on the website without further notice to you. The changed Agreement and Rules will take effect and become part of this Agreement upon being issued. If you do not agree to relevant changes, you shall apply for termination of your participation in the Contest to the Organizer in writing within five (5) days. If you continue to participate in the Contest, you will be deemed to have no objection to, and agree to abide by, the changed Agreement and Rules.

4.**Confidentiality**

4.1 You agree that all information disclosed or provided by the Organizer to you, including but not limited to the data or information (including but not limited to pictures, graphics, photographs, images, video and audio, sketches, flowcharts, formulas, blueprints, graphic designs, user interfaces and other intellectual property rights), algorithms (if any), models (if any), and code (if any) related to the Contest that are directly provided for you or made available for downloading to you through Tianchi in all phases including the preliminary round and semi-finals of the Contest, the confidential information of the Organizer of which you become aware, and the information that the Organizer obtains from any third party and is obliged to keep confidential shall be **confidential information, and that you are obliged to maintain the confidentiality of such confidential information. You shall consciously protect the foregoing confidential information and take all necessary confidentiality measures, and shall not disclose such confidential information to the public or third parties.**

4.2 To avoid disputes, confidential information does not include information that (a) is or becomes generally available to and known by the public other than as a result of any violation of this Agreement; (b) was in possession of or known by the Participant having no obligation of confidentiality with respect thereto prior to the receipt thereof from the Organizer; or © is obtained from any third party by the Participant having no obligation of confidentiality with respect thereto.

4.3 The Organizer is not liable for the authenticity, applicability, integrity, and rationality of the aforementioned confidential information, nor is it liable for your use of the confidential information.

**4.4 You warrant that you shall use confidential information only for purposes reasonably contemplated by this Agreement in the specified territory and system according to the Organizer's requirements, and that you shall not access or use the confidential information in a manner inconsistent with the Organizer's requirements, nor reverse engineer, decompile, or attempt to derive the source code or underlying information of, the confidential information, nor divulge, disclose, transmit, sell, or transfer to any third, or use for any commercial or other purposes the confidential information in any way.**

**4.5 You warrant that all contests carried out based on the confidential information provided by the Organizer are non-profit academic research, and that you shall not sell, transfer, or use for any commercial activities such confidential information or the Contest results or products based on such confidential information, unless otherwise specified herein.**

4.6 Upon termination of this Agreement, you shall, at the request of the Organizer, return or delete the confidential information provided by the Organizer, and confirm in writing with the Organizer such return or deletion.

4.7 Your obligation of confidentiality hereunder shall survive the termination of this Agreement. You shall still abide by the confidentiality provisions herein and fulfill your obligation of confidentiality until the Organizer agrees to relieve you from such obligation or the confidential information is no longer confidential.

4.8 You shall properly keep the username and password of your Contest account ("Account"), and shall be responsible for the use and loss thereof. In case of any unauthorized use or other security issues of your Account, you shall immediately notify the Organizer. Your Account shall be used only by yourself, and shall not be transferred, leased, lent, sold, disclosed, or divulged to any third party in any way. You shall properly keep your Account, and take full responsibility for all activities that occur under your Account. If the Organizer believes, in its judgment, that any abnormal activity occurs under your Account, it may unilaterally suspend or terminate the permission of using your Account to log on to Tianchi or participate in the Contest. If you violate the provisions of this Agreement, the Organizer may unilaterally disqualify you from participating in the Contest and terminate related permission granted to your Account.

5.**Intellectual Property Rights and Data Protection**

5.1 The intellectual property rights in algorithms, models, and other research results (if any) independently developed by you in the course of the Contest shall be owned by you.

5.2 If the Organizer and/or its affiliates intend to acquire the research results that are independently developed by you in the Contest and of which you enjoy full intellectual property rights, you agree that the Organizer and/or its affiliates have the right of first refusal under equal conditions, and matters regarding the transfer of such research results shall be subject to further negotiation between the parties.

5.3 You warrant that all research results generated in the course of the Contest do not infringe upon any intellectual property rights, trade secrets, or other legitimate rights and interests of any third party. If a third party files a claim or lawsuit against the Organizer and/or its affiliates based on such research results, you shall indemnify and hold the Organizer and/or its affiliates harmless from and against all liabilities and losses arising therefrom.

6.**Handling of Violations**

You shall participate in the Contest in an honest and fair manner. The Organizer has the right to disqualify any Participant who violates any of the following provisions from participating in the Contest and, if the circumstances are serious, report the violation to the employer of the Participant and take legal action against the Participant.

6.1 Use of Account: You are obliged to ensure the authenticity and validity of your Account information, and your Account shall be used only by yourself. It is prohibited to use multiple Accounts in the Contest, and the same Participant must not use multiple Accounts for submission and score-cheating operations. If the Organizer believes, in its own judgment, that any abnormal activity occurs under your Account or your Account violates the rules for use, the Organizer may unilaterally suspend or terminate the permission of using your Account to log on to the Contest platform.

6.2 Contest results: Participants are prohibited to plagiarize the results of others. If the results submitted by different Participants are highly similar and deemed to involve plagiarism, the Organizer will disqualify the related Participants from participating in the Contest, and their contest results will be invalidated.

6.3.1 Use of data: Data (datasets) provided by the Organizer must be used only in scenarios of the Contest, and use of any data for any other purposes shall be subject to the consent of the Organizer. Any contest data not available for downloading shall not be copied, downloaded, or acquired in any way without the consent of the Organizer. You shall notify the Organizer of any possible unauthorized access to data immediately after becoming aware of it and actively provide relevant information.  
6.3.2 Clarification of competition datasets: The training data and testing data of this competition are provided by the （Ant Group）, Alibaba Cloud TIANCHI Platform only provides technical support of operation maintenance for the evaluation process during the competition. Alibaba Cloud does not store any data related to the competition. （Ant Group） sole provides the download channels for all data used in this competition.

6.4 Code sharing: During the Contest, public sharing of any data, model, or code related to the Contest is prohibited without the consent of the Organizer. After the end of the Contest, you may, in your sole discretion, publicly share any model or code of which you enjoy the intellectual property rights, provided that such public sharing will not infringe upon the intellectual property rights, trade secrets, or other legitimate rights and interests of any third party.

6.5 You are obliged to promptly inform the organizing committee of any rule or technical vulnerabilities you have found during your participation in the Contest. The Organizer will express gratitude to any Participant who provides relevant vulnerability information. However, the Organizer will invalidate the results of any Participant who is found and confirmed to have exploited vulnerabilities in the Contest.

7.**Term and Termination**

7.1 This Agreement shall be terminated under any of the following circumstances:

(1) The Contest ends or is terminated.

(2) The Participant fails to enter the next round of the Contest according to the Contest rules due to the low ranking in the previous round.

(3) The Participant is disqualified from the Contest due to breach of this Agreement.

(4) The Participant withdraws from the Contest.

(5) Other circumstances of termination as specified herein.

7.2 You agree that the Organizer has the right to terminate the Contest early by posting an announcement on the Tianchi website, sending an email to you, or other means seven (7) days in advance.

8.**Appeal and Arbitration**

You may file an appeal with the Organizer in respect of any device, tool, or software that does not comply with the Contest rules, or any unfair judgment or reward, or any violation by the staff. The organizing committee is responsible for accepting appeals and handling them through mediation and arbitration, to ensure the smooth progress of the Contest and the justice and equity of the Contest results. The arbitration award made by the organizing committee is final. The organizing committee will accept an appeal within five (5) working days upon receipt thereof, and carefully review and handle it.

9.**Governing Law and Dispute Resolution**

9.1 All matters related to this Agreement and the Contest shall be governed by the laws of the People's Republic of China.

9.2 Any dispute arising out of or in connection with this Agreement shall be promptly resolved by the parties through friendly negotiation. If no agreement is reached through negotiation, either party may file a lawsuit with the Hangzhou West Lake District People's Court.

10.**Miscellaneous**

10.1 If any provision of this Agreement becomes invalid or unenforceable due to inconsistencies with relevant laws and regulations, this Agreement shall remain in full force and effect except for the invalid or unenforceable provision.

10.2 The warranty, confidentiality, intellectual property rights, and governing law and dispute resolution clauses herein shall survive termination of this Agreement.

10.3 This Agreement is written in both Chinese and English. In case of any inconsistency between the two versions, the Chinese version shall prevail.