**DECLARATION OF ELIGIBILITY, NONEXCLUSIVE LICENSE, AND RELEASE**

The undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, potentialwinner of one of the following prizes (“Prize”) in the [name of competition] (“Competition”), sponsored by [Competition Sponsor name and address] (“Competition Sponsor”), hereby declares under penalty of perjury as follows: [**check applicable box**]

 First Prize: [prize]. Approximate Retail Value (“ARV”): $XXX

 Second Prize: [prize]. ARV: $XXX

 Third Prize: [prize]. ARV: $XXX

1. I have personal knowledge of the facts stated herein.
2.  I am submitting this declaration with the understanding that it will be relied upon to determine my eligibility in the Competition
3. I am [age] years of age in my state of residence at the time of entry into the Competition.
4. I am a legal resident of \_\_\_\_\_\_\_\_\_\_\_and citizen of \_\_\_\_\_\_\_\_\_.
5. I have a valid Kaggle, Inc. (“Kaggle”) account and access to the internet at the time of entry into the competition.
6. My home address and telephone number are:

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1. **Eligibility.** I understand that I am entitled to receive this Prize 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 Competition Rules for the Competition, which located on Kaggle’s website and are incorporated by reference, and I declare that I have complied with all such rules. I have committed no fraud or deception in entering the Competition or in claiming any Prize. I agree to return immediately upon demand to Competition 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 declaration is false.
2. **Entry.** I warrant and represent that my Competition entry (“Entry”) complies with the Participant Terms and Conditions set forth on Kaggle’s website, as well as Competition Rules, including without limitation the applicable Entry guidelines. In particular, I warrant and represent that my Entry is an original work under U.S. Copyright Law, created by me, and/or that I own all rights in the Entry. I further warrant and represent that my Entry does not violate any third-party’s right and that I have obtained all necessary permissions from all relevant third parties to submit the Entry. I warrant and represent that I did not copy or plagiarize the Entry from any source. I understand that, in its discretion, Competition Sponsor may request, at any time, written evidence that I have secured any and all necessary licenses, releases and authorizations as provided in the Competition Rules. I agree to indemnify Competition Sponsor against any and all claims from any third party related to infringement of intellectual property rights, copyright or trademark for any use by Competition Sponsor of my Entry. I warrant that the Entry does not and will not infringe or misappropriate any third party intellectual property rights or other rights, and that the Entry is not and will not be subject to any restriction, mortgage, lien, claim, pledge, security interest, or encumbrance when delivered to Competition Sponsor. I agree that I will not grant, directly or indirectly, any right or interest in the Entry that will conflict with the terms of this Agreement. I warrant that any open source or third party code or other materials used in connection with an Entry will be limited to code that Competition Sponsor will be entitled to commercially use and exploit, and that any open-source-related or third party licensor requirements and restrictions have been fully disclosed to Competition Sponsor, and that none of such restrictions are that Competition Sponsor or Competition Sponsor’s licensees will be precluded from commercially using or exploiting such open source or other third party code or other materials. I warrant and represent that the Entry, 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 Entry on other data sets. Without limiting the generality of the foregoing, for any Competition that is described as a “Research Competition” or “Visualization Challenge” (or the like), I specifically agree as follows: (a) for research competitions, I agree to release all winning model intellectual property under either a GPLv3 (preferred) or BSD license; and (b) for visualization challenges, I agree to release all winning model intellectual property under a Creative Commons CC-BY-SA license.
3. **Fees and Taxes.** I further understand that if I am awarded a Prize, taxes are my 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.
4. **Transferability.** This Prize is non-transferable. I cannot assign or transfer the Prize to another person or entity. No Prize substitution is allowed except at the discretion of Competition Sponsor. If the Competition description specifies cash prizes, Competition Sponsor will make commercially reasonable efforts to award cash prizes without substitution.
5. **Prize Delivery.** I understand and agree that I will be notified by phone and/or e-mail if I am a potential prize winner. [I understand and agree that the Prize will be delivered by U.S. Mail or overnight carrier (i.e., FEDEX, UPS), at Competition Sponsor’s sole discretion, to the address I provided.] I understand that, if the Prize cannot be awarded due to circumstances beyond the control of Competition Sponsor, a substitute Prize of equal or greater retail value may be awarded. Prizes will be awarded, subject to the limitations stated in the Competition 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 the Competition Sponsor assume no responsibility for the decisions made by such employers or schools regarding this issue.
6. **License and Publicity Release.** I understand that my Entry may be posted on Kaggle’s or the Competition Sponsor’s Competition website (“Website”). I understand that, in consideration of the opportunity to participate in the Competition, the eligibility to receive Prize, and/or the actual receipt of a Prize, I am granting Competition Sponsor and its successors the following license(s):
   1. If the Competition is for recruiting purposes: a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicenseable right to use, review, reproduce, and internally distribute the Entry (including any and all submitted source code) in connection with evaluating my suitability for employment, with the understanding that any Entry licensed as set forth above will not be used for Competition Sponsor's commercial purposes.
   2. If the Competition is for non-recruiting purposes: a **nonexclusive**, perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicenseable license to under all of Participant's intellectual property rights to: (i) reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Entry in any medium or format, whether now known or hereafter discovered, (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 Entry, and (ii) to exercise any and all other present or future rights in the Entry.

I further understand that in addition to any other grants which may be granted in any other agreement entered into between or among Competition Sponsor and me, I irrevocably grant the Competition Sponsor and Competition 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 Competition Sponsor from any liability with respect thereto, unless prohibited by law.

1. **Liability Release.** The Competition is subject to the Competition Rules. By participating, I agree: (i) to be bound by the complete Competition Rules and the decisions of Competition Sponsor which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Competition or the Competition Rules, except where prohibited by law. By accepting a Prize, I agree to release Competition Sponsor, including its parent, subsidiary and affiliated entities together with the 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, (collectively, the “Releasees”) from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of Prize or participation in any prize-related activities. I shall release Releasees, and Competition Sponsor shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Competition; or (iv) any printing, typographical, administrative or technological errors in any materials associated with the Competition. Competition Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Competition. *I specifically understand and agree that this release will prevent me and my successor from bringing a lawsuit, claim or other action against Competition Sponsor or any other Released Party and from recovering any money damages or other legal relief from Competition 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 Competition 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 Releasees, 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.

1. **Nature of Relationship / Waiver of Equitable Relief.**  I hereby acknowledge and agree that the relationship between myself and the Competition Sponsor is not a confidential, fiduciary, or other special relationship, and that my decision to provide the Entry to Competition Sponsor for purposes of the Competition does not place the Competition Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Participant’s Entry. I acknowledge and agree that the Competition 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 Entry. Finally, I acknowledge that, with respect to any claim by me relating to or arising out of any Competition 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.
2. **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 Competition Sponsor or any Released Party under this Agreement.
3. **Choice of Law.** Disputes regarding these Competition Rules 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.
4. **Material Inducement.** I acknowledge and agree that my consent to the terms set forth above is a material inducement for Competition Sponsor to award a Prize to me and that Competition Sponsor would not do so in the absence of my consent as evidenced by my signature below.
5. **Entire Agreement.** This Agreement constitutes the entire agreement between me and Competition Sponsor with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between me and Competition 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 declaration was executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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 Signature

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 Print Name