ICPC Graph Optimization Challenge, Powered by Huawei

Conditions of Participation

NO PURCHASE NECESSARY TO ENTER OR WIN. COMPLETION OF REGISTRATION IS REQUIRED TO PARTICIPATE IN THE CONTEST.

By registering for the ICPC Graph Optimization Challenge ("Challenge"), you (the "Participant") agree to be bound by the ICPC Graph Optimization Challenge Conditions of Participation ("Participation Conditions") and Challenge Rules ("Challenge Rules").

- ORGANIZER and SPONSOR: The Contest is organized by the ICPC Foundation ("Organizer")
 under the direction of the Contest Director ("Contest Director"). Contest is sponsored by
 Huawei ("Sponsor").
- 2. **ELIGIBILITY**: To be eligible to participate, Participant must:
 - a. be 18 years of age or older at the time of registration
 - b. must not be ineligible (as provided herein) or under a conflicting contractual or legal restriction to enter
 - c. create a CodeForces Account ("Contest Account")
 - d. If requested, associate Participant Contest Account with Participant ICPC Account
- 3. **INELIGIBILITY**: The Contest is not open to (i) current employees, officers, and directors of Huawei or ICPC Foundation; (ii) the "Judges" (as identified on the Contest Website); (iii) Contest and/or Contest organizers; (iv) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration and/or execution of this Contest (all collectively the "Promotion Entities"); and (v) the immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the persons or entities identified in (i)-(iv).
- 4. By registering for the Challenge, Participant confirms 1) meeting the eligibility requirements above, 2) willingness to provide proof of eligibility to Organizer, and 3) being solely responsible for compliance with eligibility criteria. Organizer reserves the right to disqualify anyone at the sole discretion of the Contest Director.
- 5. **ADDITIONAL IMPORTANT NOTICE**: Participants have the responsibility to review and understand their employer's policies, laws, rules, and/or regulations, tax implications, and any other limitations (collectively "policies and laws") regarding eligibility to participate in promotions and/or receive prizes in connection therewith. Furthermore, if Participant enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such policies and laws, Organizer may, in its sole discretion, disqualify the participant and forfeit their prize, if applicable. By entering, Participant agrees to release, indemnify, defend and hold Organizer, Sponsor, and all staff harmless in all respects thereto.
- 6. **RESOURCES**: Participants must provide their own computing resources such as CPU, memory, disk, etc. Such resources can be physical, cloud-based, etc.

- 7. **SUBMISSION REQUIREMENTS**: During the conduct of Contest, Participants will create and submit solutions ("Submissions") to Contest problems.
 - a. Participants must make all Submissions available free of charge and without any restriction, for testing, evaluation, and use by the Organizer, Sponsor, and Judges.
 Participant acknowledges and agrees that any Submissions provided by Participants during the Challenge are not confidential.
 - b. Unsuccessful, exploitational, fraudulent, misleading, harmful, non-functioning, invalid, non-compliant, incomplete entries in whole or in part or those not deemed to be submitted in good faith may be disqualified. Proof that a Submission is presented during the Contest is not proof or evidence that the Submission and/or Participant is eligible for the Contest. Participants must attend and complete the entire Contest in order to be eligible to receive recognition or win a prize in the Contest. Participants who quit, are disqualified, ejected or otherwise fail to complete the Contest will not be eligible to receive recognition or win a prize in the Contest.
 - c. Further, by entering this Contest, Participants hereby represent, warrant and covenant (as applicable), and agree to produce written evidence of such if requested, that:

 (i) Any Submissions, in whole and in part, is original work of Participant, is original to the Contest (i.e. was not developed in any substantive form/format prior to the Contest), does not violate or infringe upon any laws, rules, regulations, proprietary or intellectual property rights (including copyrights, trademarks, patents, trade secrets, industrial property rights, personal or moral rights), or any other laws, regulations, or rights whatsoever of any country, person and/or entity;
 - (ii) The entry, in whole and in part, is submitted to the Contest by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the entry or any part thereof, who are depicted (directly or indirectly) in the entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the entry and its use pursuant to these Challenge Rules;
 - (iii) Participant has all other rights, licenses, permissions and consents necessary to submit the entry and to grant all of the rights granted to the Promotion Entities in these Challenge Rules, and the exercise thereof by the Promotion Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, approval or consultation rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the submission, use, exhibition and/or any other use or exploitation of the entry, in whole and in part, the use thereof by Sponsor, and the exercise by Promotion Entities of any of the rights granted in these Challenge Rules;

- (iv) The entry in whole or in part contains no malware, including viruses, trojans, worms, bugs, spyware or any other harmful software, code or other devices; and (v) The entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious or sensitive content, or illegal content (including but not limited to technology or other content that is prohibited from export), content of an obscene or menacing character, and does not otherwise appear to condone such issues, or offend against reasonable standards of taste and decency.
- 8. SUBMISSION CONDITIONS: Once committed, an entry may not be cancelled or deleted, enhanced, added to, or improved, and will not be returned, if applicable. Submissions may be displayed, viewed and used by Organizer or Sponsor in whole or in part, as provided herein and by others interested in, involved with, or administering the Contest, and by all other Participants in the Contest. Participant grants Promotion Entities a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, any Submission in whole or in part for the purposes of allowing Promotion Entities to test and evaluate the Submission for the purposes of evaluating the Submission for judging, to administer any requirements of the Contest including distribution of the Submission to the Promotion Entities and for prize award verification. Participant assumes all risk of ineligible, damaged, lost, late, incomplete, invalid, incorrect, incompatible, non-functioning, or misdirected entries, in whole or in part, and such will not be eligible for a prize. ORGANIZER MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSLY OR IMPLIED, IN CONNECTION WITH ITS ABILITY TO IN ANY WAY ENABLE, DEVELOP, MARKET OR PROMOTE THE PARTICIPANT, THE ENTRY, NOR THE IDEAS OR TECHNOLOGY EMBODIED OR SET FORTH IN THE ENTRY, IN WHOLE OR IN PART.
- 9. Without limitation, Organizer reserves the right to immediately disqualify and/or remove at any time (before, during or after the Contest) any entry and/or participant for any reason in its absolute discretion. Without limiting the foregoing, if at any time a participant and/or winner is found to have breached, violated or failed to comply with these Participation Conditions or Challenge Rules, in whole or in part, at any time, or is or found at any time to have been ineligible, they will be immediately disqualified and agree to immediate return in full any and all prizes (if applicable).
- 10. Participants understand, recognize and accept that other Participants or persons may have provided or made public, or may in the future submit, or make public, materials that are the same or similar to Participant's Submission. Further, Participants have independent access to, may create or have created apps, technologies, methods, materials and ideas which may be similar or identical in whole or in part to another entry in concept, code, theme, idea, format or other respects. In the event that an entry is identical or similar to the entry of another Participant, the Promotion Entities reserve the right to score one entry higher than the other, subject to the judging criteria set forth herein, at the discretion of Sponsor and Judges. Entries may not be acknowledged and will not be received or held "in confidence" or "in trust" and by submitting an entry it does not create a confidential relationship or

obligation of secrecy between Participant and any of the Promotion Entities. Participants will not now or in the future be entitled to any approval, rights of compensation, or any other payment; unless adjudged and verified a winner pursuant to these Challenge Rules, and in such Contest, only to the extent of the prize award. Further, Participants and winners agree that by submitting an entry and/or receiving a prize in the Contest does NOT give rise to or in any way create, either expressly or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between them and any one or more of the Promotion Entities, or any other person or entity. The Promotion Entities disclaim all responsibility and liability relating to all of the above; by entering participants agree to release, indemnify, defend and hold them harmless in all respects thereto.

11. Prizes

- a. Prizes are subject to availability and are non-transferable.
- b. Winners will be responsible for any taxes or charges incurred in claiming their respective prize.
- c. For purposes of prize fulfillment, winners must agree to disclosure of their personal information in order to claim their prize.
- d. Prizes are provided by Sponsor. Delivery of prizes is carried out by Sponsor. If the allocated Challenge prize cannot be delivered to recipient's region for any reason, it may be replaced by another prize of similar value. The prize selected for replacement is at the sole discretion of Sponsor.

12. Personal Information

- a. By participating in the Contest, Participant authorizes Organizer to collect, access, store, use and share his or her personal information with Sponsor, including Participant first and last name, email address, county of residence, and year of birth, to Sponsor, and Organizer and Sponsor shall treat such information in accordance with Organizer and Sponsor's respective privacy policies identified in the Privacy Policy Table below and in accordance with the terms set forth below.
- b. Organizer and Sponsor may use Participant personal information for the purposes of prize fulfillment.
- c. Sponsor may use Participant personal information to communicate with Participant and to manage its recruitment and hiring process (e.g. to send job postings, to determine Participant initial and ongoing suitability for employment, or to determine terms of employment or engagement).
- **d.** Sponsor may share Participant personal information, including that Participant has created a Contest Account, with its Affiliates and Organizer. For purposes of these Conditions of Participation, the term "Affiliate" shall mean an entity directly or indirectly controlling, controlled by, or under common control with Sponsor.
- **e.** Sponsor and its Affiliates may keep Participant personal information for a period of one year after completion of the Challenge. Organizer may keep Participant personal information indefinitely for the purposes including but not limited to archiving Contest performance results.

- f. For Participant personal information processed by Sponsor, Participant may withdraw such consent in accordance with Sponsor's Privacy Policy at any time by contacting the Sponsor directly through the address of Sponsor's Data Protection Officer at dpo@huawei.com.
- g. With regard to Participant personal information processed by Organizer, Participant may withdraw such consent at any time by notifying Organizer via email at manager@icpc.global.

Privacy Policy Table

Organizer: ICPC Privacy Page	https://icpc.global/privacy
Sponsor: Huawei Privacy	https://www.huawei.com/en/privacy-
Page	policy

- 13. Choice of Law, Forum, and Recourse to judicial procedures: Participants agree to the application of the laws of the State of Texas, without regard to conflict of law principles. All disputes will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction: State of Texas courts, United States.
- **14. User Representations**: Participant represents and warranties that:
 - a. All registration information submitted by Participant is true, accurate, current, and complete.
 - b. Participant has the legal capacity and agrees to comply with these Conditions of Participation.
 - c. Participant is Eligible under the Conditions of Participation and is not a minor in the jurisdiction in which Participant resides.

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Challenge Rules

Note: Participants must agree to and comply with the Conditions of Participation. The Challenge Rules apply to all participants.

- 1. **Purpose:** The ICPC Challenge presents a problem from a contemporary application area in computing. The problem style may be very different from standard ICPC problems. This contest provides ICPC participants the opportunity to learn about and experience leading-edge issues in computing, typically of contemporary interest to industry. The ICPC Challenge also provides a platform for the ICPC to experiment with new problem types.
- 2. **Participant Requirements:** This is a contest for individuals. Participants must compete by themselves and may only use publicly-available information from the Internet. Participants may not access any information requiring any form of authentication (cloud storage, etc.).
- 3. **Computing Resources:** Participants must provide their own computing resources such as CPU, memory, disk, etc. Such resources can be physical, cloud-based, etc.
- 4. **Conducting the Challenge:** The Contest consists of a Problem Set. Each Problem in the Problem Set will be posed in English. A contestant may submit a claim of ambiguity or error in a problem statement by submitting a clarification request. If the Judges agree that an ambiguity or error exists, a clarification will be issued to all contestants. Issuing a correction will not by default change timing or scoring of the Contest.
 - A Submitted Solution must fully comply with the solution specification. If a Submitted Solution is fully-compliant, the system will flag it as accepted; otherwise, the solution will be flagged as rejected. The system may limit the submission and judging rate of Submitted Solutions.
- 5. **Scoring:** The Challenge Judges are solely responsible for determining the correctness and accuracy of Submitted Solutions. In consultation with the Challenge Judges, the Director of Challenge Judging (DoCJ) is responsible for determining the winners of the ICPC Challenge. The DoCJ is empowered to adjust for or adjudicate unforeseen events and conditions. Their decisions are final.
 - Scoring and ranking details are provided with the Problem Set.
- 6. **Participant Conduct:** Participants are not to converse with anyone except personnel designated by the Challenge Director. A participant may be disqualified by the Challenge Director for any activity that jeopardizes the ICPC Challenge such as violating the rules, disruptive activities, attempts to deny timely service, etc. The Challenge Director makes the final determination on disqualification.
- 7. **Contest Period:** The Contest will be conducted during the times published on the Contest website. All dates and times are subject to change in Contest Director's sole discretion. Times are approximations and may be subject to change/variations due to this Contest being a live event; times may be shortened or extended as necessary due to exigencies of the circumstances or as deemed necessary by Organizer but shall apply uniformly to all participation/participants. The

- Sponsor's clock at the Challenge shall be the official time keeping device for the Challenge, unless otherwise stated.
- 8. Winners Selection: Only participants who entered a valid ICPC username (email address) during registration are eligible for recognition as a winner and prizes. Assuming sufficient eligible entries are received, it is anticipated that potential Judged Winners will be selected based on their highest combined score. Organizer may, but without obligation, select more than the stated number of winners if found to be of exceptional quality in Organizer's sole and absolute discretion. Organizer reserves the right to select fewer than the stated number of prize winners due to insufficient eligible and qualified entries/participants. By way of example only, Organizer reserves the absolute right in its sole discretion to disqualify as ineligible entries that do not provide (in Organizer's sole determination) a credible or feasible use of the solution technologies, appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant. All prize awards are subject to Organizer's verification of entrant/entry's eligibility and compliance.
- **9. Prizes:** Subject to receiving sufficient eligible entries, prize(s) available to be awarded as described in the Contest official website.
 - Limit one (1) Prize per person per contest. All prize awards are contingent upon verification of potential winners and entry, confirmation of their eligibility to receive a prize, and compliance with these Official Rules. All taxes and other expenses, costs or fees associated with the acceptance and/or use of any prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner.
- **10. Taxes:** All winners are solely responsible for payment of local, state, country or any other taxes if applicable, compliance with (governmental/SARs) reporting, filing and documentation requirements, and for any other costs, expenses and fees connected with their acceptance and use of the prize in their respective jurisdictions. Prizes will be awarded to and in the name of the individual Participant.
- 11. Compliance and Disqualification: In the event of disqualification for noncompliance, ineligibility, if a potential winner refuses or fails to complete and return release documents as directed on or within the time stated, or for any other reason arising after the Contest, that prize will be forfeited in its entirety and Organizer reserves the right to not award that respective prize. Returned, undelivered, unclaimed, forfeited or un-awarded prizes will not be (re)awarded. Organizer shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the prize to any Participant.

THESE OFFICIAL RULES (ENGLISH VERSION) SHALL GOVERN THE CONTEST AND ALL ELEMENTS THEREOF AND OUR RESPECTIVE OBLIGATIONS WITH RESPECT THERETO. USE OF THE WEBSITE, INFORMATION PRACTICES, AND ALL OTHER GENERAL TERMS ARE GOVERNED BY SPONSOR'S TERMS OF USE FOR THE WEBSITE AND/OR PRIVACY POLICY AS APPLICABLE. IN THE EVENT OF A DISCREPANCY BETWEEN ANY INFORMATION AND/OR COMMUNICATION, THESE OFFICIAL RULES SHALL GOVERN TO ADDRESS ISSUES RELATING TO THE CONTEST.

12. Intellectual Property Rights: Each Participant represents and warrants that Participants own the rights to a Submission to a Contest created by a Participant using Technology (as defined below). This

could mean that Participant created the Technology, acquired ownership of the Technology from a third party, or may rely on binding written statements by the third party that owns or has the right to license the Technology indicating that Participant (or members of the public generally) are authorized to use that Technology in the manner Participant intends to use it (generally and as part of a Contest Submission). Each Participant grants to Organizer a perpetual, fully paid up, irrevocable, nonexclusive, worldwide license to their Submissions, including the right to use, have used, execute, display, reproduce, make, have made, perform, disclose, prepare derivative works from, and distribute, sell, offer to sell, import, have imported and transmit their project and derivative works therefrom for any purpose, and the right to sublicense others to do any or all of the foregoing. A Participant will be disqualified if Organizer has any reason to believe that Participant has violated the terms of this paragraph. Participants should consult with appropriate advisors or legal counsel if they have any doubt as to whether they are meeting the requirements of this paragraph. Participants may bring to a Contest any pre-developed or licensed Technology that they plan to use in connection with their Submission, provided that such Technology meets the requirements of this paragraph.

"Technology" means, without limitation, content (including pictorial, audio and audio-visual content), code, specifications, technical information, algorithms, images, design, art, music, graphics, special effects, data, and any other information or materials protected by any intellectual property right.

- 13. Submitted Media: Participant may be given the opportunity to, at Participant's discretion, submit media (e.g., photos, videos, text, etc.) ("Media") related to Participant's participation before, during, and after the Contest. Participant has all other rights, licenses, permissions and consents necessary to submit Media and to grant all of the rights granted to the Promotion Entities in these Official Rules, and the exercise thereof by the Promotion Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, approval or consultation rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the submission, use, exhibition and/or any other use or exploitation of the entry, in whole and in part, the use thereof by Sponsor, and the exercise by Promotion Entities of any of the rights granted in these Challenge Rules. The entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious or sensitive content, or illegal content (including but not limited to technology or other content that is prohibited from export), content of an obscene or menacing character, and does not otherwise appear to condone such issues, or offend against reasonable standards of taste and decency.
- **14. Release and Indemnification:** To the maximum extent permitted by law, Participants and winners agree to release, indemnify, defend and hold harmless ("Release") Organizer, Sponsor, Promotion Partners, and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents ("Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorneys' fees) whether or not litigation is commenced

("dispute") arising at any time from participation in the Contest, the entry (in whole or in part), Contest and/or prize-related activity or inability to participate in parts thereof, the delivery, acceptance, use, misuse of a prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, delict(including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Promotion Entities, and/or any other party or entity.

Further, to the maximum extent permitted by law, and without limiting the foregoing, Participants and winners agree to Release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute brought by any Participant, or other persons or entities (who may be other than a party to these Official Rules) arising from or related to an entry, participation and/or involvement in any other respect in the Contest, and/or the delivery, acceptance, use, misuse of a prize or any failure with respect thereto. Participants and winners covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind these Releases to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Sponsor shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in connection with the Contest.

If any item or provision contained in these Official Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Official Rules shall remain in full force and effect as if these Official Rules had been executed without the offending provision appearing therein.

- 15. Limitation of Liability: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT'S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF MATERIALS TO THE WEBSITE, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF A PRIZE.
- 16. Networks and Cancellation: Promotion Entities are not responsible for typographical error; technical, network, computer, digital, telephone, cable, electronic, or hardware or software malfunctions, failures, connections, problems; incompatibility; unavailable, garbled, corrupt, or jumbled transmissions; service provider, Internet, web site, blog site, user net accessibility, availability or congestion; unauthorized human intervention or security breach; the unauthorized access to, alteration of entries in whole or in part, the incorrect or inaccurate capture or processing of entries, or other information, or the failure to process, collect or communicate any such information; electronic errors, omissions, interruptions, deletions, defects, and/or delays; or loss,

theft or destruction of any entry, or other Contest related materials or information, in whole or in part. If for any reason the Contest, or any part thereof, is not capable of running as planned for any reason, including (but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, artifice, fraud, cheating, technical failures, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any part thereof. Sponsor reserves the right to select only potential winners from eligible, non-suspect entries received (prior to the force majeure event or otherwise), but only if doing so is deemed commercially practicable/feasible, and equitable in Sponsor's sole determination under the circumstances. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest, or any part thereof, is a violation of laws and should such an attempt be made, Sponsor reserves the right to disqualify Participant and seek damages from any such Participant to the fullest extent of the law.

17. **Official Rules Changes:** Organizer reserves the right, without notice or prior approval, to modify or supersede these Official Rules in its sole reasonable discretion and in such event will post revised Official Rules on the Website, which will continue to govern all aspects of the Contest.