

Canonical's UbuContest 2015-07

Terms of entry

These terms govern participant's ("**you**" or "**your**") participation in, and the operation of, the UbuContest 2015-07 (the "**Competition**"), sponsored and operated by Canonical Group Limited ("**Canonical**") with the help of the Ubuntu Community.

Your entry to the Competition will be governed by these terms. Please read these terms carefully before you enter into the Competition. By participating in the Competition, you agree to become bound by and to comply with these terms, which are final and binding.

1. What's happening? (Summary)

In accordance with these terms, if you are eligible (section 2) to enter one of the categories (section 3) you may submit "Competition Entries" or be nominated as a "Candidate" (section 4) during the "Competition Period" (section 5), your Competition Entries / nomination will be evaluated and reviewed by the "Judging Panel" (section 6) and you may be awarded a prize (section 7). Your entry is governed by these terms.

2. Who can enter?

Anyone can participate in the Competition, so long as you are not excluded as set out below.

To "enter" the Competition

- You need to submit Apps or Scopes to Canonical during the Competition Period (as defined below) ("**Competition Entries**"), or
- a Candidate has to be nominated by at least one member of the general public.

A "**Scope**" is a piece of software, which aggregates data (local and/or from sites on the internet) and provides it to a smartphone's dash in a structured and well-defined way.

You can find out more about scopes and how to develop them on developer.ubuntu.com.

You may not enter into the Competition if:

- you do not agree to the [Developer Programme Agreement](#)
- you are under any contractual or legal obligation that would not allow you to enter

- into the Competition or are otherwise restricted or prohibited by law
- you are an employee, officer, director or contractor of Canonical or a Canonical group company
- you are under 18 years of age during the Competition Period (Please note that if you are under 18, but over 13, and would like to take part in the Competition, please contact us)
- you are a resident of Cuba, Iran, North Korea, Sudan or Syria or any other jurisdiction which is prohibited by Canonical

Please note that if you are awarded a prize, you may be asked to verify (to Canonical's reasonable satisfaction) that you are not excluded from being a participant.

3. Categories

- **"Best Team entry"**: Up to three individuals form a team. The team members choose a team name and elect a team representative. The team representative registers the team and up to two Competition Entries. An individual is not allowed to be part of multiple teams at the same time. The same Competition Entry can not be registered by more than one team at the same time.
- **"Best Individual entry"**: A single individual registers up to two Competition Entries. The same Competition Entry can not be registered by more than one individual at the same time. The contribution of translation strings by third parties is allowed, if the Competition Entry documentation clearly states the name(s) of the contributor(s) and the exact scope of their contribution(s).
- **"Outstanding technical contribution"**: Members of the general public may nominate Candidates who, in their opinion, have achieved something "exceptional" on a technical level. The interpretation of the term "exceptional" is subjective and up to the Judging Panel.
- **"Outstanding non-technical contribution"**: Members of the general public may nominate Candidates who, in their opinion, have done something "exceptional" on a non-technical level to "bring the Ubuntu platform forward". The interpretation of the terms "exceptional" and "bring the Ubuntu platform forward" are subjective and up to the Judging Panel.
- **"Convergence Hero"**: The "Best Team entry" or "Best Individual entry" Competition Entry with the highest number of assigned "Convergence" points wins.

The winning entries will be selected by the Judging Panel (see section 6) in all categories.

4. How can you enter?

In the “Best Entry” categories you must:

- use the Ubuntu SDK and Apps/Scopes API
- register your submission(s) using the corresponding UbuContest form for the matching category:
 - [Best team entry](#)
 - [Best individual entry](#)
- submit the Competition Entry to the [Ubuntu Software Store](#)
- submit your own work. (You may submit an entry on behalf of your team. If you do so, for the purposes of these terms, your relationship with Canonical and the submission of the Competition Entry, you will be the “Team Representative” and you are entering into these terms on behalf of the team and are solely responsible for all communications, consents and receipt of any prize. Please note that, should your Competition Entry win, the prize will be provided directly to you as the Team Representative. We are not responsible to other members of your team or how the prize is distributed)
- make the Competition Entry available in the Ubuntu Software Store at no price, in full (without payments to unlock additional content or functionality), and without any distribution restrictions
- submit your Competition Entry subject to an open source software licence and any ancillary documentation subject to open information licences, as defined by the OSI (<http://opensource.org/osd-annotated>). Existing libraries, existing assets or existing code may be used as part of the Competition Entry, as long as they don’t make up a significant portion of the Competition Entries functionality
- endeavour to provide production quality entries.

In the “Outstanding Contribution” categories the Candidate must be nominated by a member of the public using the corresponding [UbuContest form](#).

5. Competition Period

- The “Competition Period” opens at 15:00 UTC on 17th July 2015 and closes at 15:00 UTC on 18th September 2015.
- The Competition Entries will be evaluated and judged from 18th September 2015 to 2nd October 2015 by the Judging Panel (as defined below).
- Winning Competition Entries will be announced by Canonical once the judging process has been completed – anticipated to be at the beginning of October 2015.

*Times and dates may be adjusted in Canonical's absolute discretion.

6. Judging

The Judging Panel will agree on the winners who may be awarded the prizes. The winners may be chosen in the Judging Panel's absolute discretion. The Judging Panel will only pick deserving winners and may, in their absolute discretion, decide not to award prizes in a certain submission area if so agreed. All decisions of the Judging Panels are final.

The members of the Judging Panel are:

- Sujeevan Vijayakumaran
- Simos Xenitellis
- Carla Sella
- Laura Cowen
- Michael Zanetti

The winners are selected according to the following rules:

- "Best entry" categories: The Judging Panel will award points for creativity, functionality, design, technical complexity and convergence. Additional points will be awarded if the Competition Entry is localised in more than one language. The three Competition Entries with the highest number of points win.
- "Outstanding contribution" categories: Every Judging Panel member has a single vote. The candidate with the highest number of votes wins.

7. Winner notification and prizes

The successful winners of the Competition will be awarded the following prizes by Canonical:

- **"Best Team entry"**
 - First place:
 - Travel expenses to Ubucon Germany (up to 500 €), may be split between team members. Travel expenses will only be paid for team members who actually travel to Ubucon Germany.
 - One Ubuntu smartphone (model to be determined at Canonical's discretion)
 - One UbuContest T-Shirt per team member
 - One "large" set of items from the Ubuntu shop per team member

(content to be determined at Canonical's discretion)

○ Second place:

- One Ubuntu smartphone (model to be determined at Canonical's discretion)
- One UbuContest T-Shirt per team member
- One "medium" set of items from the Ubuntu shop per team member (content to be determined at Canonical's discretion)

○ Third place:

- One UbuContest T-Shirt per team member
- One "medium" set of items from the Ubuntu shop per team member (content to be determined at Canonical's discretion)

● **"Best Individual entry"**

○ First place:

- Travel expenses to Ubucon Germany (up to 500 €). Travel expenses will only be paid if the individual actually travels to Ubucon Germany.
- One Ubuntu smartphone (model to be determined at Canonical's discretion)
- One UbuContest T-Shirt
- One "large" set of items from the Ubuntu shop (content to be determined at Canonical's discretion)

○ Second place:

- One bq Aquaris E4.5 Ubuntu Edition smartphone
- One UbuContest T-Shirt
- One "medium" set of items from the Ubuntu shop (content to be determined at Canonical's discretion)

○ Third place:

- One UbuContest T-Shirt
- One "medium" set of items from the Ubuntu shop (content to be determined at Canonical's discretion)

● **"Outstanding technical contribution"**

○ First place:

- One UbuContest T-Shirt
- One "large" set of items from the Ubuntu shop (content to be determined at Canonical's discretion)

● **"Outstanding non-technical contribution"**

○ First place:

- One UbuContest T-Shirt
- One “large” set of items from the Ubuntu shop (content to be determined at Canonical’s discretion)

● **“Convergence Hero”**

○ First place:

- One UbuContest T-Shirt
- One “large” set of items from the Ubuntu shop (content to be determined at Canonical’s discretion)

Winners will be notified by email once the judging process has been completed. Winners will be asked to respond and confirm the Competition Entry within such time as is specified in such email. Failure to respond within the specified time may result in the successful participant being withdrawn from the Competition and forfeiting their winning status.

If you are confirmed as a winner we may ask you for additional contact details in order to provide you with your prize. You will need to provide these within such time as is specified in such correspondence otherwise you may forfeit your prize.

Details of all winners will be posted on the Competition website following confirmation of and with the winners. Please contact us if you would like a printed copy of the winners list.

The prizes are non-transferable and may not be given, assigned or sold to any other person. Prizes cannot be exchanged for cash or other alternatives. All prizes are subject to availability and legal compliance. Should we not be able to provide the aforementioned prizes, we will use reasonable endeavours to offer an alternative prize of similar price or specification. If we offer an alternative prize, but it is not accepted, then the winner agrees to forfeit the prize.

8. Entry submissions

You (and all members of your team, if applicable) grant to Canonical and its group companies a perpetual, worldwide, exclusive, royalty-free, transferable, irrevocable licence under such rights, title and interest you have in your Competition Entry, with rights to sub-licence through multiple tiers of sub-licensees, to:

- reproduce, modify, display (publicly or otherwise), perform, distribute and otherwise use and exploit your Competition Entry (and have others exercise such rights on Canonical's behalf, through multiple tiers of distribution) and any intellectual property accompanying, related to or embodied in the Competition Entry, in any form or media

- create derivative works from and incorporate the work into Canonical's products and services
- disclose, advertise and publicise your name and Competition Entry and use your name, photograph and other biographical information of you (and all members of your team, if applicable), without your prior consent, for marketing, advertising or promotional purposes in connection with the Competition

You (and all members of your team, if applicable) hereby waive any and all moral rights you have under laws worldwide in connection with the Competition Entry and Canonical's use of it or, where a waiver is not permissible, warrant not to enforce your moral rights against Canonical or its group companies.

You warrant and represent that you have the legal power and authority to grant the licence for the Competition Entry or, where applicable and notified to and agreed with Canonical, have received permission to grant the above licence on behalf of a third party or have a waiver of all intellectual property rights from such third party.

Canonical may request from you evidence of such licence rights, waivers or permissions as it sees fit and you agree that you (and all members of your team, if applicable) will provide Canonical with such evidence and assistance where reasonably required.

9. Representations, warranties and indemnity

You represent and warrant that your Competition Entry:

- is your own work - for which you are solely and entirely responsible
- will not violate or infringe a third party's intellectual property or other rights or any applicable law or regulation, and will not contain any material from a third party, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to distribute the material
- is subject to open source licences and any ancillary documentation is subject to open information licences
- does not contain anything (including any virus or harmful or potentially harmful code) which is intended to, or is likely to, or may (i) impair the operation of Ubuntu or Canonical's systems, (ii) cause loss of, or corruption or damage to, any program or data of Canonical or any other computer system, program or data in Canonical's control, or (iii) damage Canonical's reputation
- does not violate any contractual or legal obligation and is not restricted or prohibited by law
- and all information provided with it is and will remain accurate and complete
- is provided compliant with the age and territorial restrictions set out in section 2 above. If you are a Team Representative, you represent and warrant that you have

the authority to represent such team or group and to agree to these terms on behalf of each and every team or group member

- will adhere to the [Ubuntu Code of Conduct](#) and will not promote hate, racism or violence. If you fail to respect the Ubuntu Code of Conduct, we may disqualify you from participating in the Competition and refuse to accept (or may reject) your Competition Entry

You (on your own behalf and on behalf of all members of your team, if applicable) will indemnify and hold harmless Canonical and its group companies from and against all claims, costs (including properly incurred adviser's costs), damages, expenses, losses or liabilities incurred by Canonical and its group companies as a result of (i) any breach by you of these terms, any use of your Competition Entry or any actions taken by you in relation to the Competition, and (ii) any use by you of the prize(s) and any other matter in connection with your participation in the Competition.

10. Disclaimer and limitation of liability

Canonical may suspend, cancel or modify the Competition in its absolute discretion.

Canonical may refuse to review, evaluate, judge or publish any Competition Entry in its absolute discretion, including any Competition Entry which is in violation of these terms or where you are in violation of these terms.

Canonical does not make and expressly disclaims any and all representations, warranties or conditions of any kind (whether express, implied, or arising by statute, custom, course of dealing or trade usage) with respect to the Competition, prize or these terms or anything related thereto or in connection with these terms. Canonical expressly disclaims any and all implied warranties or conditions of title, satisfactory quality, merchantability, satisfactoriness fitness for a particular purpose and non-infringement. Canonical excludes all liability for any direct, indirect, incidental, special, consequential, exemplary, punitive or other damages, or lost profits, that may result directly or indirectly from these terms, a prize and/or your entry into the Competition.

You acknowledge and agree that, particularly due to the nature of Canonical's business and its employees and contractors, Canonical and Canonical's group companies may have ideas that are similar or identical to your Competition Entry and you will not be entitled to any compensation as a result of Canonical using similar or identical material. You acknowledge and agree that Canonical will not be liable (whether direct, indirect, incidental, special, consequential, exemplary, punitive or for other damages, or lost profits) with respect to the infringement or protection of your Competition Entry.

Nothing in these terms seeks to exclude or limit the liability of either party for (i) death or

personal injury, (ii) any misrepresentation (fraudulent or otherwise) or (iii) any other liability which a party is not permitted to exclude or limit as a matter of applicable law.

11. Infringement

If you have reason to believe that material provided as part of the Competition by Canonical or a third party is in breach of any law, regulation or third party's rights, you should notify Canonical in writing at the address below. In doing so, please:

- identify the material which you believe to be infringing
- identify what you believe this material infringes and why
- provide your name, email address, address and telephone number
- confirm that you believe in good faith that this material is infringing a law or third party's rights and that, to the best of your knowledge, the information you are providing is correct
- identify if you are acting on behalf of the third party whose rights may have been infringed
- provide your physical or electronic signature

12. Privacy

By entering the Competition and submitting a Competition Entry to Canonical you agree to the collection, use and processing of your personal data by Canonical and its group companies for the purposes of administering the Competition, providing the winners with prizes and other in accordance with these terms and Canonical's privacy policy: <http://www.ubuntu.com/legal/terms-and-policies/privacy-policy>.

As per Canonical's privacy policy the information you provide to us will be held on computers and may be accessed by or given to our staff working inside and outside of the UK and to third parties, including contractors and companies within Canonical's group of companies, for the purposes set out in these terms. By accepting these terms and submitting a Competition Entry, you acknowledge that it may be necessary for your information to be processed by such parties and that it may be transferred to someone who provides a service to us in another country, including some outside of the European Economic Area, and you consent to such processing and transfer. If it is necessary to transfer your personal information outside of the European Economic Area we will make every effort to ensure that the person to whom we pass the personal information agrees to treat it with the same level of protection as we do.

13. General

Any failure or delay by Canonical to exercise any right or remedy in enforcing these terms will not be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude further exercise of that right or remedy by Canonical.

The terms comprise the entirety of the terms of entry in relation to the Competition and supersede any previous arrangements of any kind. These terms govern all participation in the Competition and cannot be modified or superseded except by Canonical, in its reasonable discretion. In the event of any inconsistency between these terms and any other communication by Canonical, these terms will govern.

By entering into the Competition and complying with these terms you acknowledge and agree that you have no expectation of any partnership, joint venture or employment with Canonical or any Canonical group company and you agree that neither you nor Canonical have entered into any agreement (oral or written) in relation to your Competition Entry. You waive any and all rights to claim compensation for any prize money or use of your Competition Entry. You acknowledge and agree that you are submitting your Competition Entry for the Competition and you do not expect and are not entitled to any consideration.

These terms, the Competition, your participation in the Competition and your Competition Entry are governed and shall be construed in accordance with the laws of England and you and Canonical agree to submit to the exclusive jurisdiction of the English Courts.

14. Contact us

If you have any questions in relation to these terms, the Competition, would like a printed copy of these terms or would like to ask us questions or feedback on your Competition Entry, please contact legal@canonical.com or write to Canonical at the correspondence address below.

Canonical Group Limited
Registered in England
Registered Office: 12-14 Finch Road, Douglas, IOM IM99 1TT
Correspondence Office: 5th Floor, Blue Fin Building, 110 Southwark Street, London, SE1 0SU.

Version 1: 9 July 2015 (initial version).

Version 2: 17 July 2015