

DeepGlobe Challenge Rules

March 2018

Common terms used in these rules:

These are the general official rules that govern how competition promotions organized or sponsored by DeepGlobe operate. Such a promotion will be simply referred to as the "competition" or the "challenge" throughout the rest of these rules.

In these rules, "organizers", "we", "our", and "us" refer to DeepGlobe and possible other sponsors; "participant", "you", and "yourself" refer to an eligible competition participant. The rules are modified from CHALEARN guidelines. By participating in this competition, you hereby agreed to these DeepGlobe Challenge Rules. If you do not agree to these DeepGlobe Challenge Rules, then you may not participate in the challenge.

SECTION 1 Competition Description

This is a skill-based competition and chance plays no part in the determination of the winner(s). The goal of the competition is described on the challenge website. All eligible entries received will be judged using the criteria described on the website to determine winners. **No entry fee required to participate.** The competition is open to individuals who are at least eighteen years old (or minors with parental permission).

SECTION 2 Competition Schedule

The schedule provided on the challenge website at the beginning of the challenge may be modified by the organizers at any time. The registered participants will be notified by email of any change in the schedule. To that end, they should provide a valid email.

SECTION 3 Eligibility

You are eligible to enter this competition if you meet the following requirements:

- (a) You are an individual or a team of people desiring to contribute to the tasks of the challenge and accepting to follow its rules; and
- (b) You are NOT a resident of any country constrained by US export regulations included in the [OFAC sanction page](#). Therefore residents of these countries / regions are not eligible to participate; and
- (c) You are not involved in any part of the administration and execution of this competition; and
- (d) You are not an immediate family (parent, sibling, spouse, or child) or household member of an employee of DeepGlobe, or a person involved in any part of the administration and execution of this competition.

This competition is void within the geographic areas identified above and wherever

else prohibited by law.

If you choose to submit an entry, but are not qualified to enter the competition, this entry is voluntary, and any entry you submit is governed by the remainder of these competition rules; DeepGlobe reserves the right to evaluate it for scientific purposes. If you are not qualified to submit a competition entry and still choose to submit one, under no circumstances will such entries qualify for sponsored prizes.

SECTION 4 Entry

To be eligible for judging, an entry must meet the following content/technical requirements:

(a) **Entry contents:** The participants are required to submit entries following the instructions provided on the challenge website. To be part of the final ranking the participants will be asked to submit a short paper briefly describing their method. There is no other obligation to publish, unless otherwise specified on the website of the challenge.

(b) **Pre-requisite:** Unless specified on the website of the challenge, there is no pre-requisite to participate, including no requirement to have participated in previous challenges.

(c) **Data:** Data and labels are available after you read and accept the applicable licenses with Digital Globe and Facebook.

(1) **Test data:**

The organizers will use test data to perform the final evaluation, hence the participants' final entry will be based on test data. The mode of distribution of test data is described on the website of the challenge.

(2) **Training and validation data:**

The competition organizers will make available to the participants a training dataset with truth values, and a validation set with no truth values. The validation data will be used by the participants for practice purposes to validate their systems. It will be similar in composition to the test set.

(3) **Post-challenge analyses:**

The organizers may also perform additional post-challenge analyses using extra data, but the results will not affect the ranking of the challenge performed with the test data.

(d) **Submission:** The entries of the participants will be submitted on-line via a web platform specified on the website of the challenge. During the development period, the participants will receive immediate feed-back on validation data released for practice purpose. For the final evaluation, the results will be computed automatically on test data submissions. The performances on test data will not be released until the challenge is over.

(e) **Original work, permissions:** In addition, by submitting your entry into this

competition you confirm that, to the best of your knowledge:

- (1) Your entry is your own original work; and
- (2) Your entry only includes material that you own, or that you have permission from the copyright / trademark owner to use.

SECTION 5 Potential use of entry

Other than what is set forth below, we are not claiming any ownership rights to your entry. However, by submitting your entry, you:

(a) Are granting us an irrevocable, worldwide right and license, in exchange for your opportunity to participate in the competition and potential prize awards, for the duration of the protection of the copyrights to:

(1) Use, review, assess, test and otherwise analyze results submitted or produced by your code (if code submission is a requirement) and other material submitted by you in connection with this competition and any future research or competitions organized by DeepGlobe; and

(2) Feature your entry and all its content in connection with the promotion of this competition in all media (now known or later developed);

This license does not extend to methods, algorithms, source code used to generate your entry.

(b) Agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;

(c) Understand and acknowledge that sponsors and other entrants may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry;

(d) Understand that we cannot control the incoming information you will disclose to our representatives or our co-sponsor's representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives or our co-sponsor's representatives who have had access to your entry. By entering this competition, you agree that use of information in our representatives' or our co-sponsor's representatives unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;

(e) Understand that you will not receive any compensation or credit for use of your entry, other than what is described in these official rules.

If you do not want to grant us these rights to your entry, please do not enter this competition.

SECTION 6 Submission of entries

- (a) Follow the instructions on the challenge website to submit entries. DeepGlobe may use a third party platform to submit and score entries ("submission platform").
- (b) Unless otherwise specified on the website of the challenge, the participants will be registered as mutually exclusive teams. Each team may submit only one single final entry. We are not responsible for entries that we do not receive for any reason, or for entries that we receive but are not functioning properly.
- (c) The participants are also subject to accepting the terms and conditions of the submission platform chosen to submit and score entries.
- (d) The participants must follow the instructions. We will automatically disqualify incomplete or invalid entries.

SECTION 7 Judging the entries

The board of DeepGlobe will select a panel of judges to judge the entries; all judges will be forbidden to enter the competition and will be experts in causality, statistics, machine learning, or a related field, or experts in challenge organization. A list of the judges will be made available upon request. The judges will review all eligible entries received and select the winners based upon the prediction score on test data. The judges will verify that the winners complied with the rules, including that they documented their method by the short paper.

The decisions of these judges are final and binding. The distribution of prizes according to the decisions made by the judges will be made within three (3) months after completion of the last round of the competition. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion based on the above criteria, not award any or all of the competition prizes below. In the event of a tie between any eligible entries, the tie will be broken by giving preference to the earliest submission, using the time stamp of the submission platform.

SECTION 8 Prizes and Awards

DeepGlobe is the organizer of this competition and the official prizes for this competition are listed on the corresponding website.

(a) Prizes

Prizes as described on the website of the challenge will be awarded as incentive prizes to boost competition participation; these prizes will not require participants to enter into an IP agreement with DeepGlobe, to disclose algorithms, or to deliver source code to DeepGlobe. However, unless otherwise specified on the challenge website, to be eligible for prizes, the top ranking participants are required to publicly release their code under an [Apache 2.0 license](#). Alternatively, they may elect another license taken among popular [OSI-approved licenses](#), after consulting with the organizers. Preferred alternative licenses include BSD 3-Clause "New" or "Revised" license, BSD 2-Clause "Simplified" or "FreeBSD" license. Additionally, they must make their code

accessible on-line for a period of not less than three years following the end of the challenge.

(b) If for any reason the advertised prizes are unavailable, unless to do so would be prohibited by law, we reserve the right to substitute a prize(s) of equal or greater value, as permitted. We will only award one prize per team. If you are selected as a potential winner of this competition:

(1) If your prize is not in cash, you may not exchange your prize for cash; you may not exchange any prize for other merchandise or services.

(2) You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner.

(3) If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.

(4) If you are a minor in your place of residence, we may award the prize to your parent/legal guardian on your behalf and your parent/legal guardian will be designated as the winner.

SECTION 9 Other Sponsored Events

(1) To stimulate participation, the organizers are making available several channels of scientific paper publication. Publishing papers is optional and will not be a condition to entering the challenge or winning prizes.

(2) The results of the challenge will be published on-line on the website of the challenge. The organizers may make additional publication arrangements that will be specified on the website of the challenge. The organizers may also sponsor other events to stimulate participation. See the website of the challenge.

SECTION 10 Notifications

If there is any change to data, schedule, instructions of participation, or these rules, the registered participants will be notified at the email they provided with the registration. If you are a potential winner, we will notify you by sending a message to the e-mail address listed on your final entry within seven days following the determination of winners. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate winner, unless forbidden by applicable law.

Winners who have entered the competition as a team will be responsible to share any prize among their members. The prize will be delivered to the registered team leader. If this person becomes unavailable for any reason, the prize will be delivered to be the authorized account holder of the e-mail address used to make the winning entry.

If you are a potential winner, we may require you to sign a declaration of eligibility, use, indemnity and liability/publicity release and applicable tax forms. If you are a

potential winner and are a minor in your place of residence, and we require that your parent or legal guardian will be designated as the winner, and we may require that they sign a declaration of eligibility, use, indemnity and liability/publicity release on your behalf. If you, (or your parent/legal guardian if applicable), do not sign and return these required forms within the time period listed on the winner notification message, we may disqualify you (or the designated parent/legal guardian) and select an alternate selected winner.

SECTION 11 On-line notification

We will post changes in the rules or changes in the data as well as the names of confirmed winners (after competition decisions are made by the judges) online on the website of the challenge. This list will remain posted for one year.

SECTION 12 Conditions.

By entering this competition you agree:

- (a) To abide by these official rules;
- (b) To the extent allowable under applicable law, to release and hold harmless DeepGlobe, and other sponsors, their respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss, damage, right, claim or action of any kind arising from or in connection with this competition or any prize won save for residents of the United Kingdom, Chile, Korea, Greece, Brazil, Turkey, Hong Kong, France and Germany with respect to claims resulting from death or personal injury arising from DeepGlobe's and other sponsors' negligence, for residents of the United Kingdom with respect to claims resulting from the tort of deceit or any other liabilities that may not be excluded by law, and for residents of Australia in respect of any implied condition or warranty the exclusion of which from these official rules would contravene any statute or cause any part of these official rules to be void;
- (c) That DeepGlobe's decisions will be final and binding on all matters related to this competition; and
- (d) That by accepting a prize, DeepGlobe and other sponsors may use your team name, your name, and your place of residence online and in print, or in any other media, in connection with this competition, without payment or compensation to you. The declaration of eligibility, use, indemnity and liability/publicity release provided to the potential winner will make reference to obtaining his/her free consent to use his/her name and place of residence. In any case, the lack of such consent does not prevent the winner from receiving the prize.
- (e) This competition will be governed by the laws of the state of California, and you consent to the exclusive jurisdiction and venue of the courts of the state of California for any disputes arising out of this competition. For residents of Austria only: you may withdraw your submission from this competition within seven days of your entry.

If you withdraw within seven days of entry, your submission will be returned to you, and we will not make any use of your submission in the future. However, you will not be eligible to win a prize. If you do not withdraw within seven days of entry, you will be bound by the provisions of these official rules. For residents of the United Kingdom only: the provisions of the contracts (rights of third parties) act 1999 will not apply to this agreement. For residents of New Zealand only: the provisions of the contracts (privity) act of 1982 will not apply to this agreement. For Quebec residents: any litigation respecting the conduct or organization of a publicity competition may be submitted to the Regie des Alcools, des Courses et des Jeux for ruling. Any litigation respecting the awarding of a prize may be submitted to the Regie only for the purpose of helping the parties reach a settlement. For residents of Israel only: this agreement does not entitle third parties to benefits under this agreement as defined in Chapter "D" of the Contracts Act (General Part), 1973.

SECTION 13 Unforeseen event

If an unforeseen or unexpected event (including, but not limited to: someone cheating; a virus, bug, or catastrophic event corrupting data or the submission platform; someone discovering a flaw in the data or modalities of the challenge; very low participation in the challenge) that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this competition, we reserve the right to cancel, change or suspend this competition. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the competition, we reserve the right to select winners based on the criteria specified above from among all eligible entries received before we had to cancel, change or suspend the competition.

Computer "hacking" is unlawful. If you attempt to compromise the integrity or the legitimate operation of this competition by hacking or by cheating or committing fraud in any way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future competitions, so please play fairly.

SECTION 14 Sponsor

DeepGlobe is the sponsor of this competition.

SECTION 15 Privacy

During the development phase of the competition and when they submit their final entries, competition participants do not need to disclose their real identity, but must provide a valid email address where we can be deliver notifications to them regarding the competition. To be eligible for prizes, however, competition participants will need to disclose their real identity to competition organizers, informing them by email of their name, professional affiliation, and address. To enter the competition, the

participants will need to become users of the web-based submission platform. Any profile information stored on this platform can be viewed and edited by the users. After the competition, the participants may cancel their account with the submission platform and cease to be users of that platform. All personal information will then be destroyed. The submission platform privacy policy will apply to competition information submitted by participants on that platform. Otherwise, DeepGlobe's privacy policy will apply to this competition and to all information that we receive from your entry that we receive directly from you or which you have submitted as part of your competition entry on the submission platform. Please read the privacy policy on the competition entry page before accepting the official rules and submitting your entry.

SECTION 16 WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE LIABILITY OF DEEPGLOBE, AND THE SPONSORS, THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND AGENTS ARISING FROM OR IN CONNECTION WITH THIS COMPETITION, IN NEGLIGENCE OR ARISING IN ANY OTHER WAY OUT OF THE SUBJECT MATTER OF THESE CHALLENGE RULES, WILL NOT EXTEND TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF CONTRACTS OR OPPORTUNITY, WHETHER DIRECT OR INDIRECT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE LOSSES ARISING OR IF THEY WERE OR ARE WITHIN CONTEMPLATION AT THE DATE OF THESE CHALLENGE RULES.

TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF DEEPGLOBE, AND OTHER SPONSORS, THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND AGENTS ARISING FROM OR IN CONNECTION WITH THIS COMPETITION, IN NEGLIGENCE OR ARISING IN ANY OTHER WAY OUT OF THE SUBJECT MATTER OF THESE CHALLENGE RULES WILL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100).

SECTION 17 GENERAL

If any of the provisions of these Challenge Rules is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.

Nothing in these Challenge Rules creates, implies or evidences any partnership or joint venture between us and you. Neither us nor you will have the power to bind the other or incur obligations on the other's behalf without prior written consent.

No failure of either us or you to exercise any power or right given either hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of us or you at variance with the terms hereof shall constitute a waiver of right to demand exact compliance with the terms of these Challenge Rules.

These Challenge Rules constitute the entire agreement between us and you in relation to the challenge and supersedes all previous or contemporaneous agreements between us and you relating to its subject matter.