

Terms and Conditions for Microsoft AI Challenge India 2018

I. Scope

1. The following ‘Terms and Conditions’ shall apply to the Microsoft AI Challenge India 2018 (hereinafter referred to as “the Challenge”). The registration for the Challenge shall begin on 1st October and the Challenge shall continue till 10th January (hereinafter referred to as ‘**the Challenge Period**’).
2. Microsoft Corporation (India) Private Limited (*hereinafter* referred to as ‘**Microsoft**’) has organized this Challenge and reserves the right to curtail or extend the Challenge Period.
3. Only Indian citizens above the age of 18 years, and who have registered as outlined below, alone are eligible to participate in this Challenge (*hereinafter* referred to as ‘**the Participant**’).
4. This is a binding legal agreement between Microsoft and the Participant regarding participation in the Challenge and no Participant shall be eligible to participate in the Challenge unless they have agreed to these Terms and Conditions.
5. Participation in the Challenge shall be construed as an acceptance of these Terms and Conditions. Any breach or default by a Participant of any of these Terms and Conditions can result in immediate disqualification of the concerned Participant without notice, in addition to any consequences that may entail as a result of the law for the time being in force.

II. Format and Prizes for the Challenge

6. The Challenge will be conducted as follows.

The problem statement of the Challenge is:

“Given a user query and top passages corresponding to each, the task is to mark the most relevant passage which contains the answer to the user query.”

In the first stage, Participants are expected to register to take part in the Challenge. Participants can form a team. The maximum team size is three. Following details are needed at the time of registration:

Participant name

Email address

Organization/Institute Name

A valid Government of India issued photo identity proof

The details need to be provided for all the participants forming a team. Participants will adhere to the following rules while participating in the Challenge.

- i. A participant should be a part of one and only one team during the contest.
- ii. A participant should not use more than one email id for the registration.
- iii. The participant can only participate in his/her own individual capacity and not represent any Govt/public/private entity even if the participant is working in a company or pursuing education.

In the second stage, the Challenge details will be sent to the participants on their provided email addresses. The email will detail the instructions on how to set up the team on the Codalab.org to get access to the datasets and submit solutions.

- i. Participants are allowed a total of 200 submissions during the contest limited to at most 20 per day.
- ii. Microsoft might ask for your project source for further verification.
- iii. Winning teams have to write a short document describing their approach.

The datasets provided as part of the Challenge are intended for non-commercial research purposes only to promote advancement in the field of artificial intelligence and related areas, and is made available free of charge without extending any license or other intellectual property rights. The dataset is provided “as is” without warranty and usage of the data has risks since we may not own the underlying rights in the documents. We are not be liable for any damages related to use of the dataset. Feedback is voluntarily given and can be used as we see fit.

Upon violation of any of these terms, your rights to use the dataset will end automatically.

7. Following will be the prizes ("**Prizes**") for the winning Entries in the Challenge

- i. The Winning team will be provided a cash prize worth Rs 10,00,000. It will go to the team with the best score.
- ii. There will be a special prize of Rs 5,00,000 reserved for a student team with the best score if the winner is a non-student team. If the winner of the Challenge is a student team then the special prize will be rewarded to the student team with second best score.
- iii. Top 20 teams will get Microsoft Goodies and T-shirts.
- iv. Participation certification to all the participants who will make eligible submissions on the evaluation set.

The cash prize will be equally split among all the members of the winning team. The tax obligation on winning the cash prize will be borne by individual participants and Microsoft shall withhold taxes and pay the balance prize amount. All the winning team members should obtain their PAN Card for claiming the Cash prize.

8. The decision on the Winners selected as per the criteria and process decided by Microsoft, shall be final and binding and no complaints, correspondence or communication shall be entertained in this regard.
9. Prizes shall neither be transferable nor exchangeable. No other person or agent can claim the Prizes on behalf of the User. This Challenge cannot be clubbed with any other offer from Microsoft.
10. Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including, insurance and incidental costs, that may be levied or incurred on the benefits shall be fully borne by the selected/winning Participants.

III. Rights and Obligations of Microsoft

11. Microsoft will not collect any personal or private information other than the information produced by the Participants under Clause 6 of these Terms and Conditions, which shall only be used for the purposes of this Challenge and will not be used by Microsoft for any commercial or marketing purposes apart from those which are reasonably related to the hosting and promotion of the Challenge. The names, pictures and any other information submitted by the Participants under Clause 6 of these Terms and Conditions may be published for declaring the results of the Challenge. The Participants agree to Microsoft's use of their name, picture and other information submitted by them under Clause 6 in any internal or external communications, press releases, videos, customer communications, etc.
12. Microsoft does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish reasons for inclusion and, or, exclusion of any particular submission of the Participants at any stage of the Challenge.
13. Microsoft may assign any or all of its rights under these Terms and Conditions to its Affiliates without consent of the Participants.
14. Nothing in the Challenge shall affect any intellectual property rights of Microsoft in any product or service, which may be the subject matter of the Challenge.
15. Microsoft shall in no circumstances be responsible for paying any amount to the Participants including but not limited towards the costs of travel, lodging, etc., with respect to the Challenge or otherwise.
16. Microsoft reserves the absolute right to change the Terms and Conditions contained herein and, or, any other rules and regulations in respect of the Challenge at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-

line or intimated separately as Microsoft considers fit. However, no obligation is cast on Microsoft to separately intimate each individual Participants with regard to such additional terms and conditions.

17. Microsoft also reserves the right to withdraw or discontinue with the Challenge at any stage without any liability whatsoever to the Participant and, or, anyone.

IV. Rights and Obligations of the Participant

18. The Participant undertakes and warrants that, for participating in the Challenge, they shall not use any unauthorized or pirated software and that their Entry shall be the Participant's own original work which does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights, trademarks, trade secrets or confidential data. In the event any Participant is found to be doing so; the entry from such Participant shall forthwith be disqualified from the Challenge.

19. Any attempt by a Participant to

- i. deliberately damage any website and/or
- ii. in relation to a computer, computer system, computer network or computer resource and without the permission of its owner,
 - a) secure access;
 - b) download, copy or extract any data or information;
 - c) introduce or cause to be introduced any computer contaminant or virus;
 - d) damage or cause damage, including to any data or data base therein;
 - e) disrupt or cause disruption;
 - f) deny or cause denial of access to any person who would otherwise be authorised to access;
 - g) provide any assistance to, or facilitate, any person to access who would otherwise not be authorized to access;
 - h) charge the services availed of by a person to the account of another person by tampering or manipulating;
 - i) destroy, delete, alter, diminish in value or utility and/or affect injuriously any information residing in such computer resource;
 - j) steal, conceal, destroy, alter or cause any person to steal, conceal, destroy or alter any computer source code with an intention to cause damage; and/or
- iii. undermine the legitimate operation of the Challenge in any manner

is a violation of Criminal and Civil Laws and should such an attempt be made, Microsoft reserves the right to seek damages from any such Participant and initiate any other action to the extent permitted by law.

20. The Participant represents and undertakes that these Terms and Conditions or their participation in the Challenge, does not and shall not constitute a licence, permission or consent by Microsoft, in any manner whatsoever, to access, exploit, communicate or otherwise use Microsoft's intellectual property.
21. Ownership of all intellectual property rights in any Entry shall be retained by the Participant and nothing herein shall constitute an employment, joint venture, or partnership relationship between the Participant and Microsoft.
22. The Participant acknowledges and agrees that Microsoft may have developed, commissioned or may develop in the future, works which are similar to the Entry of the Participant or the Participant's team, and the Participant waives any claims that they may have resulting from any similarities to the Entry of the Participant or the Participant's team.

V. Indemnity

23. To the maximum extent permitted by law, the Participant agrees to defend, indemnify and hold harmless Microsoft and their parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) any entry or other material submitted by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person; (ii) any misrepresentation made by the Participant in connection with the Challenge; (iii) any breach of these Terms and Conditions; (iv) any act or omission on the part of the Participant committed during the course of their participation.

VI. Limitation of Liability

24. IN NO EVENT WILL MICROSOFT BE LIABLE TO THE PARTICIPANT OR ANY OTHER PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPANT'S PARTICIPATION IN THE CHALLENGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND

WHETHER OR NOT MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

VII. Applicable Law

25. The Challenge shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of competent Court/s at New Delhi. Any disputes, differences and, or, any other matters in relation to and arising out of the Challenge and, or, pertaining to the rules and regulations and, or, the Terms and Conditions shall be settled by a process of binding arbitration in New Delhi.