

Netflix Cloud Prize Contest

Official Rules

1. **DESCRIPTION:** NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. The Netflix Cloud Prize (the “**Contest**”) will give each participant who provides a Submission (defined below) and who meets the requirements of Section 3 (“**Participant**” or “**you**”) an opportunity to compete for the best open source contributions to the NetflixOSS platform (the “**Submission**”). The sponsor of this Contest is Netflix, Inc., 100 Winchester Circle, Los Gatos, California 95032, U.S.A. (“**Sponsor**”).
2. The Contest will operate as follows:
 - 2.1. **Submission Period:** The Submission Period begins on Wednesday, March 13th, 2013 (8:00 p.m. U.S. Pacific Daylight Time (PDT)) and ends on Sunday, September 15, 2013 at 11:59 p.m. PDT) (“**Submission Period**”).
 - 2.2. **Submission Review, Evaluation & Judging:** Concurrent with and following the Submission Period, eligible Submissions will be evaluated and judged according to the criteria in Section 7 of these Official Rules by a nominating committee consisting of Sponsor’s engineers and managers (“**Nominating Committee**”). Based on initial review and evaluation of the Submissions, the Nominating Committee will select up to fifty (50) potential “**Finalists**.”
 - 2.3. **Finalist Notification:** On or about Monday, September 30, 2013, up to fifty (50) potential Finalists, as determined by the results of the judging, will be contacted via email to confirm eligibility and agreement to a Submission verification according to Sections 3.8 of these Official Rules.
 - 2.4. **Winner Notification:** On or about Wednesday, October 16, 2013, up to ten (10) potential “**Grand Prize Winners**,” will be notified via email, according to Section 9 of these Official Rules.
3. **ELIGIBILITY:** To participate, Participants must meet the following eligibility criteria and affirmatively accept these Official Rules:
 - 3.1. Participant must NOT be under any contractual or other legal obligation that would conflict with this Contest or these Official Rules;
 - 3.2. Participant may be an individual or a team, with an account at github.com;
 - 3.3. Participant must have the right to enter the Submission and the Submission must be licensed under Apache License, Version 2.0 (“**Apache License**”), and include Participant’s original creation and fully comply with these Official Rules;
 - 3.4. Participant must not be a resident of Cuba, Iran, North Korea, Sudan or Syria or any other jurisdiction on the U.S. Department of Treasury’s Office of Foreign Assets Control sanctions list. The Contest is also void where restricted or prohibited by law;

- 3.5. Participant must be at least eighteen (18) years of age and the age of legal majority in his or her state or jurisdiction of primary residence at time of Submission;
- 3.6. Grand Prize Winners will be presented with their awards at the AWS Re:Invent event ("**AWS Re:Invent**") in Las Vegas, Nevada, U.S.A. during November 2013 (exact dates of AWS Re:Invent will be communicated to Finalists);
- 3.7. Participant must NOT be an employee, owner, officer or director of Sponsor or Amazon Web Services, Inc., and each of their affiliates or any other person/company directly involved with the Contest or an Immediate Family Member or Household Member of any such person. For purposes of the Contest, "**Household Members**" shall mean those people who share the same residence at least three months a year; "**Immediate Family Members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses; and
- 3.8. Participant, if selected as a potential Finalist, must consent to a verification of the Submission as a condition of eligibility and as a condition of being designated as an actual Finalist. Such verification may include (but is not limited to) confirmation that Participant is the source of the Submission, confirmation that Participant's entry and participation in the Contest and agreement to these Official Rules does not violate the policies of his or her school or employer and that Participant has all rights necessary to grant the license to Sponsor as set forth in Section 6.1 of these Official Rules, and any other factor deemed relevant by Sponsor to help ensure that a Finalist's participation in the Contest will not, in Sponsor's sole discretion, bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Sponsor. If requested, each Finalist agrees to sign waiver forms authorizing the release of information relevant to the verification process.

4. HOW TO ENTER

- 4.1. Participant must create an account at github.com. Participant may sign-up for the free plan. To enter as an **individual** Participant must fork the <https://github.com/Netflix/Cloud-Prize> (the "**Contest Site**") repository to Participant's individual account. To enter as a **team** Participant must fork the <https://github.com/Netflix/Cloud-Prize> to a free organization account. The owner of the github.com account that forked the Contest will be designated as the team leader (the "**Team Leader**") for purposes of entering the team into the Contest, agreeing to these Official Rules and any other required agreements, affidavits and releases, and accepting any prize, each on behalf of the team. Each member of a team is a "Participant" for purposes of these Official Rules. If you are a Team Leader, you are entering into the Contest and agreeing to these Official Rules on behalf of yourself and each member of your team, and will be solely responsible for receiving communications from and communicating with Netflix. Limit: one (1) Submission per Participant.
- 4.2. All Submissions must be documented in English, software code may be written in any language that has a freely available implementation and Submissions must not require payment for commercial licenses to be built or operated- the source code must be

hosted on github.com, either made available on your fork, or documented and linked to from your Submission.

- 4.3. Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding.
5. **REPRESENTATIONS AND WARRANTIES:** Each Participant represents and warrants as follows: (i) the Submission is licensed under the Apache License, includes original work that has not before been entered into any other contest, promotion or exhibition; (ii) the Submission does not contain any computer virus, worm, or other harmful or potentially harmful code, file or program, is otherwise uncorrupted, is wholly original with Participant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission and its use thereof by Sponsor and its designees does not and will not violate or infringe upon the intellectual property or other rights of any person or entity; (iv) Participant and all members of Participant's team (if applicable) and the Submission do not and will not violate these Official Rules or any applicable laws in connection with this Contest, and the Submission is not and will not be defamatory or libelous; (v) Participant is at least eighteen (18) years of age and the age of legal majority in Participant's state or jurisdiction of primary residence at time of Submission; (vi) all information that Participant provides to Sponsor in connection with the Contest is and will remain accurate and complete; (vii) if you are a Team Leader, you have the authority to agree to these Official Rules on behalf of each member of your team; and (viii) the Submission and Participant's participation in the Contest and agreement to these Official Rules do not violate any applicable policies of Participant's school and/or employer.
6. **MATERIALS/RIGHTS IN SUBMISSIONS:**
 - 6.1. Participant (and all members of your team, if applicable) grant to Sponsor a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sublicensable (through multiple tiers) and transferable license, without additional consideration to you (or any members of your team, if applicable) or third parties, to (a) reproduce, distribute, perform and display (publicly or otherwise), adapt, modify, edit, translate, make available to the public, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Sponsor, through multiple tiers) your Submission (the "**Licensed Work**") and any ideas, trademarks, patents and other intellectual property accompanying, related to or embodied in the Licensed Work, and any materials embodying, incorporating or derived from the Licensed Work, in any format or media now known or hereafter developed; (b) create derivative works from and incorporate the Licensed Work into other works or into Sponsor's or its designees' products or services; (c) use the Licensed Work for Sponsor's advertising and promotional purposes; and (d) except where prohibited by law, use the name, photograph, portrait, picture, voice, likeness, statements, and biographical information of you (and all members of your team, if applicable) for Sponsor's advertising and promotional purposes, whether or not in connection with your Submission, in each case for the purpose of administering and promoting the Contest, any future Sponsor promotions, and/or Sponsor. Participant (and all members of your team, if applicable) hereby waive any and all rights that you each may have under laws worldwide that

concern “moral rights” or “droit moral” in connection with the Licensed Work, or where such waiver is not permissible, Participant warrants not to enforce its moral rights against Sponsor. You represent that you are legally entitled to grant the above license to the Licensed Work. If your employer or school has intellectual property rights in or to the Licensed Work, you represent that you have received permission to grant the above license on behalf of your employer or school with respect to all such intellectual property rights or that your employer or school has waived all such intellectual property rights so as to allow you to grant the above license. Sponsor reserves the right (but does not have the obligation) to verify at any time that all necessary rights, clearances, consents, releases and other permissions in or relating to the Licensed Work have been validly obtained (including any such permissions from members of any teams, or applicable school or employer). You (and all members of your team, if applicable) agree to fully cooperate with Sponsor in any such verification inquiries.

- 6.2. Participant hereby agrees and acknowledges that by entering your Submission, and by Sponsor considering, reviewing, or evaluating your Submission: (i) you and Sponsor have NOT reached an agreement, understanding, or promise (written, oral or implied) that Sponsor will pay you or provide you credit or attribution for the use of your Submission or any portion thereof; (ii) you waive any and all rights and claims to compensation and/or credit for any and all uses of the Submission by Sponsor or any element of your prize package; (iii) you are agreeing to the foregoing in exchange for the opportunity to have your Submission considered, reviewed, or evaluated for the Contest, and that the only consideration you will receive in the event that any Contest Entity elects to, and does in fact, use your Submission is that you may be considered for the Contest prize; and (iv) you have no expectation of employment by Sponsor.

7. **CONTEST JUDGING:** The Nominating Committee will select up to fifty (50) potential finalists (each, a “**Finalist**”) from the pool of eligible Submissions based on the criteria set out below. A panel of up to six (6) judges consisting of one (1) representative from Sponsor and up to five (5) independent judges (“**Judging Panel**”) will select up to ten (10) potential Grand Prize Winners (each, a “**Winner**”). All decisions of the Nominating Committee and Judging Panel are final on all aspects of the Contest. Submissions will be scored based on the following criteria. In the event of a tie, the Winner will be selected by the majority of the independent members of the Judging Panel based upon the following criteria.

- 7.1. Submission is eligible, Apache License
- 7.2. Submission identifies pull requests that have been made against existing NetflixOSS projects by the Participant
- 7.3. Submission provides an original and useful contribution to the NetflixOSS platform
- 7.4. Submission follows good accepted code quality and structure practices
- 7.5. Submission contains documentation on how to build and run code provided as part of the Submission
- 7.6. Submission contains code that successfully builds and passes a test suite provided as part of the Submission

7.7. Submission provides evidence that code is in use by other projects, or is running in production at Netflix or elsewhere

7.8. Submission has a large number of watchers, stars and forks on github.com

Participants agree to reasonably cooperate with the nominating committee in any verification activities.

The 10 Grand Prize categories are:

Category	Description
1. Best example application mash-up	Code that pulls together all the services, along with tutorial documentation that explains how it works and how to extend it.
2. Best new monkey	Autonomous code that helps operate the platform, often clients of Edda's historical state database.
3. Best contribution to code quality	Tests, fixes, improvements to robustness and antifragility, new code testing tools. Since this may be aggregated across many pull requests for test cases and bugs, they should be listed and documented in the Submission.
4. Best new feature	The missing link, the one thing no one thought of doing, that makes a big difference to a project.
5. Best contribution to operational tools, availability and manageability	Integration with existing monitoring and alerting tools, and/or completely new tools and automation that enhances availability.
6. Best portability enhancement	Portability across languages, operating systems, data stores, between cloud and datacenter, and across various cloud APIs which increase the applicable scope of NetflixOSS. Converting fixed interfaces into pluggable patterns.
7. Best contribution to performance improvements	New performance testing tools, results of performance tests and performance oriented bugs. Since this may be aggregated across many pull requests, they should be listed and documented in the Submission.
8. Best datastore integration	Improved support for SQL and NoSQL databases, client library interfaces and operational automation.
9. Best usability enhancement	Improvements to existing user interfaces, better icons and tutorials, and new tools that make NetflixOSS easier to use, deploy and diagnose.
10. Judges choice award	An award given by the Judges to the best Submission that doesn't fit in a single category, perhaps straddling several or inventing a new category.

8. **FINALIST NOTIFICATION:** The potential Finalists will be notified by email on or about Monday, September 30, 2013 and will be required to respond (as directed) to the notification attempt within forty-eight (48) hours (or a shorter time if required by exigencies). The failure to respond timely to the notification may result in forfeiture of the potential Finalist standing, in such case, Sponsor may select an alternate Finalist according to the Nominating Committee results.

9. **WINNER DETERMINATION & NOTIFICATION:** Up to ten (10) potential Winners will be determined by the Judging Panel based upon the criteria set forth in the Contest Judging section. The potential Winners will be notified by email on or about Wednesday, October 16, 2013. Each potential Winner will be required to respond (as directed) to the notification attempt within forty-eight (48) hours of notification and will be required to sign and return a **“Prize Acceptance Form.”** In addition, each potential Winner will be required to execute and return an affidavit of eligibility, a liability release, a Submission license, tax related documents and other related documents as may be required by Sponsor and, unless prohibited by law, a publicity release, (the **“Winner Documents”**), prior to officially being declared as a Winner. The failure to respond and/or return the Prize Acceptance Form and the Winner Documents in accordance with the stated deadlines may result in forfeiture of participation in the Contest and, in such case, Sponsor may select an alternate Winner. Winners are bound to confidentiality and are NOT permitted to publically announce their status as a Winner (via social or traditional media) until the confirmed Winners have been publically announced by Sponsor (if Sponsor elects to make such announcement) or such other time as Sponsor grants the confirmed Winners permission to share their status. A Winner’s breach of such confidentiality will result in his/her forfeiture of the Winner standing, and, in such case, Sponsor may select an alternate. Winning U.S. and foreign Participants will be also required to complete applicable U.S. tax withholding-related documentation and, if necessary, provide proof of foreign status, as beneficiaries of U.S.-sourced promotional consideration.
10. **10 GRAND PRIZES:** Each Winner will receive one (1) Grand Prize comprising of:
- 10.1. a cash prize of US\$10,000 (Ten thousand U.S. dollars) (the **“Cash Prize”**);
 - 10.2. US\$5,000 of AWS promotional credits redeemable at <http://aws.amazon.com/awscredits> (**“AWS Credits”**); and
 - 10.3. a three (3) days, two (2) nights trip for the Winner and one (1) guest to Las Vegas, Nevada, U.S.A. (the **“AWS Re:Invent Trip”**) consisting of the following:
 - (a) round-trip economy class air transportation for two (2) people from the major airport nearest Winner's residence to Las Vegas, Nevada (or, in Sponsor's sole discretion, US\$500 in lieu of air travel if Winner lives within a 200 mile radius of Las Vegas);
 - (b) two (2) nights standard hotel accommodations for Winner and his/her guest at a hotel selected by Sponsor (one room, double occupancy; nightly rate and room tax only);
 - (c) one (1) ticket to AWS Re:Invent; and
 - (d) US\$500 spending money.

Approximate Retail Value (**“ARV”**) of each Grand Prize (comprising of the Cash Prize, AWS Credits and the AWS Re:Invent Trip): US\$20,000. Total cumulative ARV of all prizing: US\$200,000.

11. **TO ACCEPT THE AWS RE:INVENT TRIP, EACH WINNER AND GUEST MUST TRAVEL ON THE DATES AROUND AWS RE:INVENT, AND AS SPECIFIED BY SPONSOR, TENTATIVELY SCHEDULED TO TAKE PLACE DURING NOVEMBER 2013 (EXACT DATES TO BE ANNOUNCED).** Actual Grand Prize value will vary and will depend on whether Winner will attend AWS Re:Invent, Winner's place of residence, exchange rates, cost and availability of airfare and hotel at time of booking and travel and may be substantially higher or lower than estimated value. Winner and his/her guest are responsible for obtaining any necessary travel documents, including any documents necessary to enter the United States. Sponsor is not responsible if Winner or guest is denied access to any aircraft or entry/re-entry into destination country. In such event, Winner and/or guest will be solely responsible for any expenses incurred and the prize may be forfeited, in whole or in part. Winner must comply with all hotel check-in requirements, including, without limitation, the presentation of a major credit card. Sponsor will not obtain travel insurance on behalf of any Winner or guest. The Winner shall be solely responsible for all expenses associated with prize receipt and use not specifically set forth herein, including but not limited to ground transportation, meals, gratuities, tips, federal, state, and local taxes, income taxes, incidentals and any extended stays in the Las Vegas area or the United States beyond the three (3) days included in the AWS Re:Invent Trip. Trip dates will be specified by Sponsor. Trip must be taken on the dates around AWS Re:Invent and failure to travel during this period will result in forfeiture of the AWS Re:Invent Trip. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, Winner will be solely liable for any costs or charges incurred in connection therewith. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay or any changes to the flight itinerary initiated by Winner or his/her guest. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. Winner will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Official Rules. Sponsor reserves the right to structure the travel route and select carriers and hotels in its sole discretion. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Winner's guest must be at least 18 years of age and not a minor in his/her state or jurisdiction of residence and must sign and return a Liability/Publicity Release prior to travel, except where prohibited by law. If Winner elects not to travel to AWS Re:Invent, Winner will forfeit the AWS Re:Invent Trip, or if Winner elects to travel without a guest, no compensation will be awarded in lieu thereof. Winner cannot assign or transfer any portion of the Grand Prize to another person, except at discretion of Sponsor. If any portion of the Grand Prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of comparable or greater monetary value, in cash or otherwise, will be awarded; provided, however, that if the Grand Prizes are awarded but if any portion of it is unclaimed/forfeited by recipient, such portion of the Grand Prize may not be re-awarded, in Sponsor's sole discretion. If AWS Re:Invent is cancelled or otherwise unavailable for any reason, the portion of the Grand Prize constituting the AWS Re:Invent Trip will be cancelled without substitution or compensation. Other restrictions may apply. The AWS Credit and AWS Re:Invent Trip, and all portions thereof, are awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation.
12. **TRIP CONDUCT:** Winners and their guests shall conduct themselves with due regard to public conventions and morals. The Winners and guests shall not, while representing Sponsor during the trip, commit an offense involving moral turpitude under local laws or ordinances. The Winners and guests shall not commit any act that will tend to degrade Sponsor in society or bring Sponsor into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend

to shock, insult or offend the community or public morals or decency or prejudice Sponsor. In the event any Winner or guest engages in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early and send the Winner and guest home with no further obligation related to the Grand Prize.

13. **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Participant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each Participant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Participant acknowledges and agrees that 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 the copyright or patent in and to the Submission. Finally, each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief or in any way enjoin the use, distribution, exhibition or other exploitation of the Submission or any other development based on or allegedly based on the Submission, and the Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

14. **RIGHTS OF SPONSOR/ DISCLAIMER OF LIABILITY:**

- 14.1. All activities relating to Participant's participation in the Contest and material submitted are subject to verification and/or auditing for compliance with these Official Rules and Participants agree to reasonably cooperate with Sponsor concerning verification and/or auditing. In the event that Contest verification activity or an audit evidences non-compliance with these Official Rules or official Contest communications, as determined in Sponsor's reasonable discretion, a Participant's continuing participation in any aspect of the Contest may be suspended or terminated. Sponsor shall have the right and sole discretion to refuse to publish or cease to publish any Submission whatsoever, including, without limitation any Submission which it finds to be in violation of the provisions hereof, does not fully comply with all of Sponsor's requirements in connection with any and all legal clearance issues, or which it finds in its sole discretion to be otherwise objectionable for any reason. Sponsor also reserves the right to replace the winning Submission with the Submission of an alternate eligible Participant in accordance with these Official Rules if such Submission and/or Participant is withdrawn from or removed from the Contest for any reason, including without limitation, Participant's failure to have documents executed as directed by Sponsor.
- 14.2. Sponsor also reserves the right, in its reasonable discretion, to adjust times and dates reflected in the Description Section of the Official Rules at any time and/or to terminate, modify or suspend the Contest for any reason in the event that there is an error, problem or cause which impacts the operation, administration or security of the Contest

or Sponsor and, in such situation, to select the Winner(s) from the eligible Submissions received prior to the action taken or in such manner as deemed fair and appropriate by Sponsor.

- 14.3.** Sponsor is not responsible for any materials provided by Participants which are deemed harmful or for any harm incurred as a result of the Submission. Sponsor is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed by a Participant. Sponsor makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the Submission. All statements and opinions made by Participants are those of such Participants only, and Sponsor neither endorses nor shall be held responsible for the reliability or accuracy of same. Sponsor is not responsible for the content or practices of third party websites that may be linked to the Contest Site. Visitors to those sites should refer to each site's separate privacy policies and practices.

15. RELEASE:

- 15.1.** By participating, each Participant agrees that Sponsor, Amazon Web Services, Inc. ("**AWS**"), GitHub Inc. ("**GitHub**"), and each of their respective agents, representatives, affiliates (including parent companies and subsidiaries), advertising and promotional agencies and prize suppliers and all entities involved in the production, sponsorship and/or promotion of the Contest and/or prize, or any part thereof, and each such company's respective employees, shareholders, officers, legal advisors and directors, and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "**Released Parties**") are not responsible or liable for, and shall be released and held harmless by Participant from any liability under contract, tort (including negligence) or otherwise, arising out of or in connection with: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable email, mail, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) disruptions to the Contest caused by events beyond the control of the Released Parties that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and causes of action of any kind arising in connection with or resulting from participation in the Contest or receipt or use of any prize; (vi) acceptance, possession, or use of any grant, including without limitation, personal injury, death and property damage arising there from; and (vii) claims based on publicity rights, defamation or invasion of privacy.
- 15.2.** Sponsor reserves the right, in its sole discretion, to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor. Sponsor reserves the right, at its reasonable discretion, to prohibit any Participant from participating in the Contest or to disqualify any individual it finds, in its reasonable determination, to be tampering with the Submission process or the operation of the Contest; to be attempting to undermine the

legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor may suspend or discontinue the Contest if, in its reasonable opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest.

- 15.3. SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST.

16. **RULE COMPLIANCE INTERPRETATION; ADJUDICATION AND REMEDIAL PROCESS.**

- 16.1. Sponsor reserves the right to make all decisions, in its discretion, arising out of or relating to instances of suspected abuse, fraud, error or anomalies in the operation of the Contest, including the Contest Site, or any other interpretation, activity or suspected violation relating to the Contest, and such decisions by Sponsor are final and binding. As a condition of participating in this Contest, Participants agree, to the fullest extent permitted by law, prior to resorting to formal dispute resolution specified below, Participant will submit to Sponsor via certified mail (Netflix Cloud Prize, Attn: General Counsel, 100 Winchester Circle, Los Gatos, CA 95032, USA) for internal adjudication a written statement concerning and fully describing any grievance for expeditious review and formal response by Sponsor.
- 16.2. Except where prohibited, Participants in the Contest agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any benefits received, or the administration of the Contest not resolved through internal adjudication shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California pursuant to the Rules of the American Arbitration Association, then effective, (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Contest and in no event shall Participant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will a Participant be permitted to obtain awards for and Participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
- 16.3. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant(s) and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of California, without regard for conflicts of law doctrine of any jurisdiction, and subject to resolution only in the City of San Jose, State of California, United States. By entry and participation in the Contest, Participants in the United States, for themselves and their schools/companies if applicable, agree that the City of San Jose, State of California, United State of America will be the exclusive forum for any formal dispute resolution.

17. **NO WARRANTY; LIMITATION OF LIABILITY.** THE RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) ASSOCIATED WITH ANY MATERIALS PROVIDED TO PARTICIPANT IN CONNECTION WITH THE CONTEST AND ANY PRIZES (ALL OF WHICH ARE PROVIDED “AS IS”), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR A PARTICIPANT’S USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE CONTEST OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF CONTEST PRIZES OR OTHER BENEFITS UNDER THE CONTEST TO PARTICIPANTS. THE RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES OR CONDITIONS THAT THE CONTEST OR CONTEST SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST. THE RELEASED PARTIES ASSUME NO RESPONSIBILITY FOR ANY COMPUTER-RELATED DAMAGES DUE TO DOWNLOADING MATERIALS. THE RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO A PARTICIPANT’S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER THE DAMAGES ARE INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. FURTHER, BY PARTICIPATING IN THE CONTEST AND/OR ACCEPTING A CONTEST PRIZE, A PARTICIPANT AGREES THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY PARTICIPANT AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF A CONTEST PRIZE, PARTICIPATION IN ANY CONTEST- OR PRIZE-RELATED ACTIVITY, RELEASED PARTIES’ USE OF ANY TENDERED SUBMISSION OR PARTICIPATION IN THIS CONTEST. IN NO EVENT SHALL THE RELEASED PARTIES’ AGGREGATE LIABILITY TO YOU AND, COLLECTIVELY, YOUR TEAM (IF APPLICABLE) ARISING OUT OF OR RELATING TO THE CONTEST OR ANY ENTRIES OR PRIZES (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00), AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY ATTORNEYS’ FEES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.
18. **INDEMNIFICATION.** Participant agrees, on behalf of him- or herself and each member of his/her team (if applicable), to release, defend, indemnify and hold harmless the Released Parties from and against, and accept all responsibility of any kind, including but not limited to financial, for any liability, claims, losses, damages or proceedings, including but not limited to for death, (including reasonable attorneys’ fees) relating to any actions taken by a Participant, including submission of application algorithms and executables, or anyone else using a Participant’s e-mail or team password or otherwise purporting to act on Participant’s behalf in regard to the Contest (whether or not such use occurred with or without Participant’s permission). Participant also agrees to release, defend, indemnify and hold harmless the Released Parties from any and all liability, claims, losses, damages or proceedings, including but not limited to for death (including reasonable attorneys’ fees) relating to Participant’s receipt and/or use of Prizes and any other matter in connection with a Participant’s participation in the Contest or Sponsor’s or its designees use of Participant’s Submission.

19. **CLAIMS OF COPYRIGHT VIOLATIONS AND AGENT FOR NOTICE:** The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please notify us by completing the claims form found [here](#).
20. **GENERAL CONDITIONS:** Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.
21. **PRIVACY POLICY:** By entering the Contest, Participants consent to the collection, use and disclosure of their personal information by Sponsor for the purposes of administering the Contest and fulfilling the prizes, and otherwise in accordance with Sponsor's privacy policy posted at <https://signup.netflix.com/PrivacyPolicy>. The Contest Site is hosted on servers in the United States, and the personal information provided by Participant may therefore be subject to the laws of the United States. Except where prohibited by law, by accepting a prize, each Winner consents to Sponsor's use of his/her name, address, voice, statements and photographs or other likenesses for publicity purposes without further notice or compensation, and may be asked to sign a document to this effect.
22. **WINNERS:** The Finalists and Winners, along with a downloadable version of these Official Rules, will be posted on the Contest Site. To obtain a printed copy of the Winners list or a copy of these Official Rules, send your request to *Netflix Cloud Prize Contest Winners/Rules*, 100 Winchester Circle, Los Gatos, CA 95032, no later than January 31, 2014.
23. **NO SPONSORSHIP:** Contest is not sponsored, endorsed or administered by AWS or GitHub, nor is AWS or GitHub associated with the Contest. Any questions, comments or complaints regarding the Contest must be directed to Sponsor, and not to AWS or GitHub.
24. **OFFICIAL RULES.** These rules, terms and conditions comprise the Contest's Official Rules and official Contest communications or publications by Sponsor shall govern and apply to all participation and activity arising out of and relating to the Contest and use of the Contest Site. These Official Rules cannot be modified or superseded except by Sponsor, in its reasonable discretion. In the event of any inconsistency between these Official Rules and any other communication by Sponsor, the terms of these Official Rules shall govern.