

**2021 AWS DEEPRACER LEAGUE PRE-SEASON CONTEST**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE.**

- 1. CONTEST PERIOD:** The AWS DeepRacer League Pre-season (“Contest”) begins on February 1, 2021 at 12:00:01 AM (Midnight) Greenwich Mean Time (“GMT”) and ends on February 28, 2021 at 11:59:59 PM GMT (“Contest Period”). During the Contest Period, there will be one Virtual Circuit Event, as further described below.
  
- 2. ELIGIBILITY:** The Contest is open to those who meet the following eligibility requirements:
  - i. You must hold an AWS account, valid email address, and operate an Internet browser and be the minimum age listed below based on the country or region in which you are located (if the minimum age listed is below the age of majority in your jurisdiction of residence, you must have consent to participate from your parent or legal guardian):

<b>Age:</b>	<b>Country/Region:</b>
14+	United States of America
16+	China, Switzerland, all countries in the European Economic Area (excluding Portugal), and the United Kingdom
18+	Algeria, France, Israel, and Portugal
20+	Japan
14+	All other countries not mentioned above

- ii. The following are excluded from entering any part of the Contest:
  1. Employees of the Sponsor and its affiliates and subsidiaries or anyone professionally associated with this Contest.
  2. Residents of countries that are on the USA banned trading lists: the Balkans, Belarus, Myanmar/Burma, the Ivory Coast, Cuba, the Democratic Republic of Congo, Iran, Iraq, Lebanon, Liberia, Libya, North Korea, Somalia, Sudan, Zimbabwe.
  3. Residents of the province of Quebec in Canada.
  4. Residents of Italy, Mexico, and Brazil.
  5. Residents of the following provinces of Argentina: Mendoza, Córdoba, Neuquén and Tierra del Fuego.
  6. Anyone subject to OFAC sanctions, including any individual on the OFAC SDN list and any individuals residing in Cuba, Iran, North Korea, Syria, or the Crimea Region of Ukraine.

Before racing, entrants that are under 18 years of age, or the age of majority in their jurisdiction of residence if above 18, must show these Official Rules to their parents or legal guardians and receive their permission to agree to these Official Rules, participate in the Contest, and submit their personal information to Sponsor. Where parental permission is required, entrants must be able to provide evidence that their parent or guardian has consented to their participation in the Contest, or if required, execute documentation that confirms this fact in a form reasonably acceptable to Sponsor.

Entrants must ensure that participation is lawful in accordance with the laws of the country or region in which they are a resident. Void where prohibited by law. All local laws and regulations apply. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Interpretation of the Official Rules will be objective and based on principles in good faith and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor.

- 3. HOW TO PARTICIPATE:** During the Contest Period, eligible entrants will have the opportunity to participate in a Virtual Circuit Event.

To participate in a Virtual Circuit Event, eligible entrants must log into their AWS account and navigate to the AWS DeepRacer service in the AWS console. Entrants may then follow the links and instructions to provide agreement to these Official Rules and to submit their AWS DeepRacer Reinforcement Learning model into the Virtual Circuit Event. Sponsor accepts no liability if entrant's model fails to evaluate or submit for any reason.

The Virtual Circuit Event will include one time trial race. Upon submission, the entrant's model will be submitted to the race track and ranked based on the total time taken to complete the race.

The following rules apply:

- i. You may only submit your own models or the sample models provided in the AWS DeepRacer service.
- ii. You may submit your models to the Virtual Circuit Event in the AWS DeepRacer service during the Contest Period.
- iii. Each Virtual Circuit Event will be a time trial race and will have a specific race setup. The race, unless otherwise indicated, will require that you complete three laps. During a race submission, if your car goes off track (i.e., all four wheels are outside the white borderlines, or collides with a bot or another car), it will be reset onto the track. The ranking metric, unless otherwise indicated, is the total time to complete the required number of laps.
- iv. The AWS DeepRacer service will automatically evaluate the performance of your model according to the race setup. Your model will be ranked according to the race's ranking metric. If your model could not complete the indicated laps, or some other error occurred, your submission will receive a DNF, and will not be entered into the

leaderboard.

- v. You can submit as many models to a Virtual Circuit Event as you like and only the best submission, based on the ranking metric, will be displayed on the leaderboard.
- vi. After you submit your model and complete a Virtual Circuit Event, your results for that race will be displayed on the AWS DeepRacer console.

All entries to the Virtual Event must be received prior to closing of the Contest Period. No liability is accepted by Sponsor for late entries.

- 4. WINNER DETERMINATION AND PRIZES:** The top 10% of racers with the lowest total time will be announced on March 5, 2021 and will be promoted to the Pro division of the AWS DeepRacer League, described further below, and will win a DeepRacer racing jacket (the "Prize"). The approximate retail value of the prize is \$115 USD. If you are selected as a potential winner, Sponsor will contact you using the contact information that you provide in registering for the Contest. In accordance with local law, Sponsor or its agent may need to confirm your eligibility. Failure to respond to communication regarding your eligibility or for prize fulfillment purposes within a reasonable period of time, as determined by Sponsor in its sole discretion, may lead to forfeiture of the Prize. In such an event, Sponsor may select an alternate winner. Prizes will be fulfilled within 10 weeks of March 5, 2021. NO PURCHASE NECESSARY.

AWS DeepRacer League's 2021 Season, which will officially begin on March 1, 2021, will have two different racing divisions: Open and Pro. All racers will start competing in the Open racing division (but for the top 10% of racers from the Contest who will start in the Pro division), with the top 10% of racers, as determined by each month's race type, getting promoted to the Pro division on a monthly basis. Winners of the Pro division's monthly race will qualify for the Championship Cup with an all-expenses-paid trip to re:Invent for a chance to lift the 2021 Cup and receive a \$20k machine learning education scholarship. Participants of the Open division will compete for a chance to be promoted to the Pro division and for digital rewards. Additional terms and conditions for the AWS DeepRacer League's 2021 Season will apply and will be made available to entrants upon registration for the League.

- 5. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that Sponsor and its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers ("Released Parties") are, to the extent permitted by law, not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable e-mail notifications (ii) any computer, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction

or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property (including any injury related to participating in a race), to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting or using a prize, except for any liability which cannot be excluded by law; (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, or otherwise not in compliance with the Official Rules; and (ix) for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Contest, except for any liability which cannot be excluded by law. Further, Sponsor is not responsible for any undelivered messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder. Nothing in this section shall exclude Sponsor or its respective agents or representatives from liability for death or personal injury caused by Sponsor's negligence, fraud or fraudulent misrepresentation, grossly negligent behavior, or a negligent breach of its primary obligations, or for any other liability whose limitation is prohibited under applicable law of a participant's jurisdiction of residence.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to the extent permitted by law, to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to the extent permitted by law, to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence),

Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such event without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event, a notice will be posted at the Website.

Entrants shall not provide any illegal content in the course of participating in the Contest. WITHOUT LIMITING THE FOREGOING, UNLESS PROHIBITED BY LAW, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 6. DISPUTES:** THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN KING COUNTY, WASHINGTON. THIS CHOICE OF LAW DOES NOT DEPRIVE THE ENTRANT OF THE PROTECTION AFFORDED UNDER THE LAWS OF THEIR JURISDICTION OF RESIDENCE AND SUCH PROVISIONS THAT CANNOT BE DEROGATED FROM BY AGREEMENT OR VIRTUE OF THE LAW OF THEIR JURISDICTIONS OF RESIDENCE. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WASHINGTON. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN KING COUNTY, WASHINGTON. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, STATUTORY, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. UNLESS PROHIBITED BY LAW, ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

For Swedish Entrants Only: EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR THE AWARDING OR REDEMPTION OF ANY PRIZE SHALL BE RESOLVED EXCLUSIVELY BY THE COURT LOCATED WHERE THE ENTRANT IS RESIDENT OR HAS HIS/HER DOMICILE.

For Spanish Entrants Only: NOTHING IN THESE OFFICIAL RULES SHALL EXCLUDE, LIMIT, OR WAIVE IN ANY WAY THE APPLICATION OF ARTICLES 82 TO 91 AND 114 TO 126 OF THE SPANISH CONSUMERS AND USERS CONSUMERS ACT (ROYAL DECREE 1/2007), WHICH

CONTENT SHALL PREVAIL IN ALL CASES WITH RESPECT TO ENTRANTS RESIDING IN SPAIN.

7. **PRIVACY POLICY:** The data controller of each entrant's personal data is the Sponsor. The Sponsor will use the entrants' personal data collected in connection with the Contest for the purpose of (i) running the Contest and fulfilling any prize; (ii) communicating with entrants about the Contest; and (iii) complying with relevant laws and regulations. Sponsor's privacy policy is available at <https://aws.amazon.com/privacy/>. Any personal information collecting in this Contest will be used in accordance with Sponsor's privacy policy. By participating in this Contest, each entrant consents to the collection, use and disclosure of his or her personal information as set out in the above privacy policy.

**For Spanish Residents Only:** Further to data protection applicable regulations, the entrant is entitled to exercise the rights of access, rectification, erasure, restriction of processing, objection to the processing or to the adoption of automated decisions, and be it the case, data portability. Moreover and when applicable, you are entitled to lodge a complaint before the Spanish Data Protection Commissioner ([www.aepd.es](http://www.aepd.es)) as being the relevant supervisory authority.

8. **INTELLECTUAL PROPERTY.** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant (and any minor entrant's parent or legal guardian) hereby irrevocably grants to the Sponsor, and its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit, make derivative works of and otherwise use each entrant's Reinforcement Learning Model, in whole or in part, in the Contest and in connection with the marketing, advertising and promotion of the Contest in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Reinforcement Learning Model for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called "Moral Rights" (as defined below) they may have therein, or (if waiver is not effective) irrevocably provides his or her consent for the Sponsor to do any and all acts that may infringe, any and all such Moral Rights. Sponsor will have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. The rights granted herein shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to adapt, rearrange, delete from, add to and or make changes to the Reinforcement Learning Model, and to use all or any part thereof in new versions, adaptations as Sponsor shall from time to time determine in its sole discretion; (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Reinforcement Learning Model as may be conferred under any applicable laws, regulations or directives, including, without limitation, any treaty, European Union ("EU") directives and/or enabling or implementing legislation, or any law or regulation enacted by the member nations of the EU or any other jurisdiction; and (iv) all rights generally known as "moral rights" or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under the applicable

laws of any country of the world [including, without limitation, the so-called right of paternity (droit a la paternite), right of integrity [droit au respect de l'oeuvre], right of withdrawal [droit de retrait or droit de repentir] and/or right of publication [droit divulgation]) which the entrant may have in connection with the Reinforcement Learning Model (collectively, the "Moral Rights"). In addition to the fullest extent allowable under any applicable law, each entrant hereby irrevocably waives or assigns to Sponsor entrant's Moral Rights. Sponsor shall retain the rights granted in each Reinforcement Learning Model even if the Reinforcement Learning Model is disqualified or even if it determined that the entrant who made the Reinforcement Learning Model is ineligible to enter the Contest.

**9. NATURE OF RELATIONSHIP / NO EQUITABLE RELIEF.** Each entrant (and any minor entrant's parent or legal guardian) hereby acknowledges and agrees that the relationship between the entrant and Sponsor is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Reinforcement Learning Model to Sponsor for purposes of the Contest does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Reinforcement Learning Model. Each entrant understands and acknowledges that Sponsor has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Reinforcement Learning Model and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant 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 in and to the Reinforcement Learning Model. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Reinforcement Learning Model or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant'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.

**10. MISCELLANEOUS:** All entries must be made by a natural person. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her prize. In the event of any complaints, questions, or comments the entrant should contact the Sponsor by sending an email to: [deepracerleaguewinners@amazon.com](mailto:deepracerleaguewinners@amazon.com). Sponsor or its agent will use reasonable efforts to respond within thirty (30) days. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. In the event of a dispute as to the identity of an entrant and/or winner, the entry/prize claim will be declared

made by the primary account holder of the e-mail account associated with the e-mail account used to enter the Contest. Potential winners may be required to show proof of being the primary account holder. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. Sponsor is not responsible for any change of e-mail address, mailing address and/or telephone number and it is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail address, mailing address and/or telephone number during the Contest Period. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. Failure of Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

**11. WINNER LIST:** To obtain a list of the winners, please email [deepracerleaguewinners@amazon.com](mailto:deepracerleaguewinners@amazon.com). Winner List requests must be received by March 1, 2022.

**For UK Residents Only:** If you object to any or all of your name or county, being published or made available, please contact the Sponsor at [deepracerleaguewinners@amazon.com](mailto:deepracerleaguewinners@amazon.com). In such circumstances, the Sponsor will still provide this information to the UK's Advertising Standards Authority on request.

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