



## 2017 Edition Terms & Conditions

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Hash Code (the "**Competition**") is a programming competition run by Google France SARL whose principal place of business is at 8 rue de Londres, 75009, Paris, France ("**Google**").

In order to enter this Competition, any participant ("**Participant(s)**") must read and agree to these terms and conditions ("**Terms**"). Participants agree that submission of a registration into the Competition constitutes agreement to these Terms. Participants must not enter the Competition and are not eligible to receive the prizes awarded in connection with this Competition (as further described below, the "**Prizes**") unless they agree to these Terms.

The Competition language is English (website, registration form, communication between Google and participants, problem statement, live sessions, etc.).

People hosting hubs ("**Hub host(s)**") are deemed as Participants, even if they do not actually take part to the Competition. Hub hosts agree that submission of a registration for a hub constitutes an agreement to these Terms.

### 1. Participation eligibility

- 1.1. To participate in the Competition and be eligible for entry, the following conditions must be satisfied throughout the duration of the Competition:
  - a. Participants must be university level students (eg. Bachelor, Master, PhD, or Engineering Cycle) or professionals.
  - b. Participants compete in teams of two to four members ("**Team**"). A team can consist of student participant only, professional participants only or a mix. Team composition cannot be changed after the Online Qualification Round has begun. Any Participant may leave a Team during the competition, but every Team should have at least two members. A Participant has to be part of exactly one Team during the Competition and may not change its Team.
  - c. Each Participant must be a resident of a country of Europe, Middle East and Africa (see the full list in Appendix A). This includes the parts of those countries (and only those countries) which are beyond Europe, Middle East and Africa.
  - d. Each Participant must not be: (i) resident or citizen of Crimea, Sudan, Syria or anywhere where the contest is prohibited by law or (iii) otherwise prohibited by applicable export controls and sanctions programs from participating in the Competition.
  - e. Participants must be over the legal age of their country of residence and at least over 18 years of age at the date of the Online Qualification Round.
  - f. Participants must not be full-time or temporary employees, interns, officers, directors, contractors or vendors of Google, its subsidiaries and affiliated companies from the opening date for registration until the Final Round. However employees, officers, or directors of Google, its subsidiaries and affiliated companies may participate in the organization committee of the Competition.

- 1.2. All Participants agree to comply with all laws applicable to their entry into this Competition, including anti-bribery laws.
- 1.3. All determinations of eligibility will be made at Google's sole and absolute discretion. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time. No correspondence will be entered into.
- 1.4. Participants agree to bear their own expenses for participating in the Competition (such as computer equipment, software licenses, transportation and accommodation costs) including for the Final Round. However, for the participation in the Final Round, Participants may apply for a grant of an amount between 100 and 500 Euros, offered by Google to support transportation and accommodation costs. Google will select Participants beneficiaries of such grants on the basis of multiple criteria, such as valid request by Participant, place of residence, amount of the grant requested. Google will select the grantees. The modalities and amount of the Grant will be fixed at Google's sole and absolute discretion, and will be communicated by email to the Participants qualifying to the Final Round together with their invitation to the Final Round.

## 2. How to Register

- 2.1. Each Participant must register through a form on the Competition website: <http://g.co/hashcode> ("**Competition Website**") and include all the required information.
- 2.2. In the registration form, each Participant must notably provide the Google Account (Gmail address) that he/she will use to connect to the online judge system. If the Participant does not have a Google account, he/she must open one before registering: <https://accounts.google.com/signup>.
- 2.3. All the data provided through the registration process must be complete and correct and provided in English.

## 3. Key Dates

- 3.1. The opening and closing dates for registration are published on the Competition Website. Google can modify the opening and closing dates for registration by an information notice on the Competition Website. If the registration form is duly completed, the Participant will receive a formal confirmation of registration by email.
- 3.2. The Competition is composed of two rounds ("**Round(s)**"): the Online Qualification Round and the Final Round.
- 3.3. The Online Qualification Round will take place on February 23, 2017 from 18:30pm CET until 22:30 CET. All Participants will be notified of the Online Qualification Round results by February 28, 2017. This date can be postponed by Google (at its sole discretion) by an information notice on the Competition Website.
- 3.4. For the Online Qualification Round, Participants can join hubs organized by other Participants ("Hub hosts"). Hub hosts must register through a form on the Competition website: <http://g.co/hashcode> and include all the required information. Google approves hubs and hubs hosts as its sole discretion. Google will provide the Hub hosts with the list of Participants who would like to join their hubs. The Hub hosts are responsible for deciding which Participants can join their hub, and to organize their hub. Hub hosts may not authorize, nor seek out third parties to collaborate in the Competition and/or the Hub without Google's prior written consent. The Final Round will take place on April 1, 2017 in Google's Paris office located at 8 rue de Londres, 75009, Paris, France.
- 3.5. The Prize winners of the Competition will be announced during the closing ceremony of the Final Round.

#### 4. Competition rules and Prizes

- 4.1. **Jury.** A jury composed of Google engineers (“**Jury**”) is in charge of enforcing these Competition rules described in this Paragraph 4. The Jury will review the submissions of the Teams, generate the scoring and award the Prizes.
- 4.2. **Task.** For each Round, a problem statement will be published in English on the Competition Website. This statement will specify the problem to be solved and the scoring rules for submissions. Technical details of the submission process will be further described on the Competition Website.
- 4.3. **Submissions.** Teams will submit their solutions for each Round through an online judge system. Teams may submit as many submissions as they want.
- 4.4. **Scoring.** The Jury evaluates each submission by means of the automated scoring function of the online judge system and/or manual inspection. Only the best scoring submission of each Team is considered.
- 4.5. The Jury selects to participate in the Final Round a number of best scoring Teams including students only and a number of best scoring Teams including professionals only. The Jury select Teams consisting of a diverse mix of professionals and students if they meet the ranking criteria applicable to Teams including Students only and Teams including professionals only. In order to ensure a proper diversity of the Participants to the Final Round, the Jury reserves the right to set a cap on the number of qualified Teams per country, or to invite an additional number of Teams at its own discretion to ensure there is representation of Teams from Europe, the Middle East and Africa.
- 4.6. Teams selected for the Final Round will be contacted by email by February 28, 2017. For the Final Round, the Jury will award the best scoring teams, as well as a number of special Jury mentions or Prizes.
- 4.7. **Requests for Clarification.** Participants may request the Jury to clarify some points from the problem statements by sending a message to the Jury. The Jury reserves the right in its reasonable discretion to decide whether the points should be clarified or not, and how. Clarifications will be posted on the online judge system and will be available to all Teams.
- 4.8. **Resources.** Participants may use any documentation they would like, in paper form or on the Internet. Participants may also use any computer they have access to run their code. Participants are not allowed to, and may be excluded from the Competition, if they solicit or receive support of a third party.
- 4.9. **Source Code.** Participants must develop original code to generate their solution. They may use publicly released libraries. Participants must submit the source code of the program they use to generate their solution so that the Jury can review it.
- 4.10. **Intellectual Property.** The Participant retains ownership of any intellectual property rights that it holds in the source code created and/or used by the Participant during the Competition (“**Source Code**”). The Participant authorizes Google to read and to otherwise use the Source Code for the limited purpose of operating and promoting the Competition. This authorization will stop at the end of the Competition. Participants must make sure they have the necessary rights to grant Google this authorization for any content that they submit to the Competition.
- 4.11. **Fair play.** Google expects all Participants to be respectful for the rules of the Competition and towards other Participants. In particular, Participants should not take any action that would prevent other Participants from taking part in the Competition in good conditions.
- 4.12. **Prizes.** The Competition includes the following Prizes:
  - a. The top 3 teams at the Final Round will win one Google-related product per Participant, of a minimum value of €190.

- b. Jury may award other Prizes at the Qualification Round or the Final Round consisting of a basket of Google-branded objects and Google-related products, of a value between €10 and €100.
- 4.13. **Prize Winners.** The Jury reserves the right in its reasonable discretion to designate the Prize winners. All decisions by the Jury regarding Prize winners are final and binding and no correspondence will be entered into.
- 4.14. **Goodies.** Subject to clause 10.2 “Export Laws”, Google may occasionally, and at its sole discretion, give away Google-branded objects, Google-related products or other goodies (“**Goodies**”) to Hub hosts and Final Round Participants part of their participation to the Contest. These Goodies are not Prizes and shall not be treated as such by Participants. Recipients of Goodies are responsible for ensuring that they comply with any applicable tax laws and filing requirements (if any). Hub hosts must register their hubs by 29th January (non-EU countries) or February 5th (EU countries) to receive Goodies.
- 4.15. **Social media contests.** In addition to the main competition, Google may run a selected number of contests on social media before, during or after the competition. Additional terms will be available with the relevant social media contests. By agreeing to the Terms, you also agree to the additional terms if you participate in these social media contests. Those additional terms are attached in Exhibit B of the Terms. Please read these additional terms carefully.

## 5. Notification of Winners and Winners’ Obligations

- 5.1. Google will notify each Team and Participant about whether they have qualified for any Prizes. Notification will be made during the closing ceremony of the Final Round.
- 5.2. Where applicable, Prizes will be distributed in person.
- 5.3. Google reserves the right in its reasonable discretion to substitute equivalent Prizes of equal or greater value. No cash equivalent of Prizes can be claimed.
- 5.4. By accepting a Prize, a Participant agrees to Google's and its agencies use of his or her name and/or likeness, business name, and website for advertising and promotional purposes without additional compensation, unless prohibited by law.
- 5.5. Google will not be liable for unsuccessful efforts to notify a winner. If a winning Participant declines the Prize, does not respond to the Prize notification or fails to claim the Prize in the manner specified, is unavailable for Prize fulfillment, fails to abide by these Terms, or is ineligible, Google may, in consistency with these Terms, select an alternate winner from all remaining Participants.
- 5.6. The Prize may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the Prize in compliance with any conditions imposed by such manufacturer, and any additional costs associated with its use, service, or maintenance.
- 5.7. Recipients of Prizes are responsible for ensuring that they comply with any applicable tax laws and filing requirements.
- 5.8. Prizes are non-transferrable. Participants may not sell or giveaway Prizes to their customers or other persons.
- 5.9. Names of the winning teams will be published on the Competition Website.
- 5.10. Participants will not use Prizes to bribe or improperly influence another party.

## 6. Privacy

- 6.1. Participants acknowledge and agree that Google may collect, store, share with Google’s subsidiaries and affiliates for the purpose of this Competition and otherwise use personally identifiable information provided by Participants during registration to the Competition, and logged by the online

judge system. Google will use this information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>), including for administering the Competition and in relation with recruitment and employment branding activities.

- 6.2. If a Participant mentions in the registration form he/she would like to join a hub for the Online Qualification Round, he/she explicitly allows Google to communicate his/her contact information (full name, affiliation and email address) to the host of the corresponding hub. Hub hosts shall use this information only in the purpose of organizing the Competition.
- 6.3. Participant's personally identifiable information may also be transferred to countries outside the country of Participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of Participant's residence.
- 6.4. If a Participant does not provide the mandatory data required on the Competition Website, Google reserves the right to disqualify the Participant.
- 6.5. Participant has the right to request access, review, rectification or deletion of any personally identifiable information held by Google in connection with the Competition by writing to Google at the following email address: [anonymizemyinformation@google.com](mailto:anonymizemyinformation@google.com).
- 6.6. Participant may (i) appear in a video, and/or a photograph taken during the Competition; and (ii) share or publish content in the Competition social media pages such as Facebook or Google+ (both referred as "Promotion Content"). Participant hereby grants Google a permission to copy, host, index, display, route, reformat, distribute, store, transmit its Promotion Content through the internal or external distribution mechanism, for the purpose of providing information and promoting the Competition and Google. Participant grants Google, for the statutory duration of the applicable intellectual property rights, a royalty-free, worldwide license to any copyrights, rights of publicity, and any other legal rights necessary in order for Google to make this authorized use of the Promotion Content. Participant warrants that it has the authority to grant this permission and to make the acknowledgments and consents set forth herein on behalf of its company, to the extent that its company's permission, acknowledgment or consent is required. Participant acknowledges that it will not be paid (nor will its company, if applicable) for use of the Promotion Content footage and/or transcript of its participation and hereby relinquish (and with respect to its company, if applicable) any past, present, or future monetary or other claims against Google for this use.

## **7. Right to Cancel, Modify or Disqualify**

- 7.1. If for any reason the Competition is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition. Google further reserves the right to cancel the Competition or any part of it at any stage in the event of circumstances beyond Google's reasonable control.
- 7.2. Google reserves the right in its reasonable discretion: (a) to disqualify any Participant who tampers with the submission process or any other part of the Competition or whose conduct is contrary to the spirit of the rules or the intention of the Competition and to declare as void any or all of their claims or entries based on such conduct; (b) to declare as void any claims or entries resulting from any errors materially affecting the result of the promotion or the number of claimants or the value of claims; and (c) to add to or to waive any of these Terms on reasonable notice.
- 7.3. The Competition is void where prohibited by law.

## **8. Limitation of Liability & Disclaimer of Warranties**



- 8.1. Nothing in these Terms will exclude or limit the liability of Google or its affiliates for:
- a. death or personal injury resulting from its negligence or the negligence of its employees or agents;
  - b. fraud or fraudulent misrepresentation; or
  - c. any other liability that may not be excluded or limited under applicable law.
- 8.2. Subject to clause 8.1 and to the extent permitted by law, Google shall not be liable under or in connection with this Competition (whether in contract, tort (including negligence) or otherwise) for any:
- a. loss of profit;
  - b. issue related to the organization or management of a hub.
  - c. indirect or consequential losses; suffered or incurred by the Participant (whether or not any such losses were or were not foreseeable or within the contemplation of the parties); or
  - c. down time (i) caused by outages to any public Internet backbones, networks, mobile operator infrastructure or servers, (ii) caused by any failures of Participant's equipment, systems or local access services, (iii) for previously scheduled maintenance or (iv) relating to events beyond Google's (or its subsidiaries and affiliated companies) control (a "Force Majeure Event") such as interruptions in Internet services on the premises of the Competition
- 8.3. Subject to clause 8.1(b), and to the extent permitted by law, all warranties, conditions or terms, express or implied, relating to the Prize, its use, value or enjoyment, including (without limitation) its satisfactory quality or fitness for purpose, are excluded, with the exception of any standard manufacturer's warranty that may apply to the Prizes.
- 8.4. Subject to clauses 8.1, 8.2 and 8.3 and to the extent permitted by law, Google's total liability to Participant under or in connection with this Competition (whether in contract, tort (including negligence) or otherwise) is limited in aggregate to €25,000.

## 9. Governing Law and Jurisdiction

- 9.1. The courts in some countries will not apply French law to some types of disputes. If you reside in one of those countries, then where French law is excluded from applying, your country of residence's laws will apply to such disputes related to these Terms. Otherwise, you agree that the laws of France will apply to any disputes arising out of or relating to these Terms or to the Competition. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in Paris, France, then your local jurisdiction and venue will apply to such disputes related to these Terms. Otherwise, all claims arising out of or relating to these Terms or to the Competition will be litigated exclusively in the courts of Paris, France, and you and Google consent to personal jurisdiction in those courts.

## 10. Miscellaneous

- 10.1. **Severability.** If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.
- 10.2. **Import and Export Laws.** Google will organize the Competition in compliance with all applicable import laws, export laws, rules, regulations and sanctions programs. Participants acknowledge and agree that the Competition (including the award of Prizes or other *goodies*) may be subject to certain export laws and regulations.
- 10.3. **Translation.** If Participant resides in a country where it has a legal right to enter into the Terms in its country's local language, then Participant can make such a request by writing to

[hashcode@google.com](mailto:hashcode@google.com). In the event of any discrepancy between the English version of these Terms and a translated version, the English version will govern.

## Appendix A: List of eligible countries of residence for Participants

(See item 1.1.c of the Terms & Conditions)

Albania	Greece	Palestine
Algeria	Guinea	Poland
Andorra	Guinea-Bissau	Portugal
Angola	Hungary	Qatar
Armenia	Iceland	Romania
Austria	Iraq	Russia
Azerbaijan	Iran	Rwanda
Bahrain	Ireland	San Marino
Belarus	Israel	Sao Tome and Principe
Belgium	Italy	Saudi Arabia
Benin	Jordan	Senegal
Bosnia and Herzegovina	Kazakhstan	Serbia
Botswana	Kenya	Seychelles
Bulgaria	Kosovo	Sierra Leone
Burkina Faso	Kuwait	Slovakia
Burundi	Latvia	Slovenia
Cabo Verde	Lebanon	Somalia
Cameroon	Lesotho	South Africa
Central African Republic	Liberia	South Sudan
Chad	Libya	Spain
Comoros	Liechtenstein	Swaziland
Congo, Democratic Republic of the	Lithuania	Sweden
Congo, Republic of the	Luxembourg	Switzerland
Cote d'Ivoire	Macedonia	Tanzania
Croatia	Madagascar	Togo
Cyprus	Malawi	Tunisia
Czech Republic	Mali	Turkey
Denmark	Malta	Uganda
Djibouti	Mauritania	Ukraine
Egypt	Mauritius	United Arab Emirates
Equatorial Guinea	Moldova	United Kingdom
Eritrea	Monaco	Vatican City (Holy See)
Estonia	Montenegro	Yemen
Ethiopia	Morocco	Zambia
Finland	Mozambique	Zimbabwe
France	Namibia	
Gabon	Netherlands	
Gambia	Niger	
Georgia	Nigeria	
Germany	Norway	
Ghana	Oman	



## Appendix B: Additional Terms and Conditions of Social Media Contests

1. Hash Code 2016 (<https://hashcode.withgoogle.com/>) is a programming competition run by Google France SARL ("Google") whose principal place of business is at 8 rue de Londres, 75009, Paris, France. In order to promote this competition, Google is organizing social contests on "social medias" (such as Twitter, Facebook, LinkedIn and/or Google+).
2. Several contests will be run from January 1st, 2016 to April 15th, 2017. Each of these contests may take place on one or several of the social medias. For each contest:
  - Google will post a message on the selected social media using its corporate account LifeAtGoogle;
  - The message will include a specific action that participant needs to accomplish to receive a prize such as sharing a post, posting additional messages or sharing pictures, and a deadline before which participant must take such action;
  - The participants will have to use their personal account on the social media and perform the required action in order to participate to the contest.
3. For each contest, a Jury of "Googlers" will select the top 3 contributions, and award their authors a basket of Google Goodies (mugs, t-shirts, etc.). The winners will be announced by Google on its social media and/or on Hash Code website.
4. The contest is open to all registered users of the eligible social medias residing in a country where Hash Code is open for registration and aged 18 or more. Each winner will receive a private message on the social media asking his/her name, age and postal address. Each winner will have to reply to this private message before April 15th, 2017.
5. Google will bear the costs of sending the prizes to the winners.
6. Google reserves the right in its reasonable discretion to substitute equivalent Prizes of equal or greater value. No cash equivalent of Prizes can be claimed.
7. Google keeps the right to postpone, modify or cancel each of these contests in case of need. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time. No correspondence will be entered into.
8. When you submit content to a contest, you give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (communicate, publish, publicly perform, publicly display and distribute such content for the limited purpose of operating, promoting, and improving the contests and to develop new ones.
9. Generating spam or encouraging individuals to engage in spam or abuse is strictly prohibited. Anyone found to have created multiple accounts in order to increase their chances of winning, or anyone who posts entries in excess of an entry limit you have set, will be disqualified from the contest. If you are asked to use hashtags in the contest entries, they must be relevant to the kind of content you are required to post. For example, don't post #spaghetti if you are asked to post photos of sunsets.
10. Don't post unoriginal or repetitive content. Don't post content that are owned by third-parties or that include content or likeness of third-parties unless you are authorized to do so.