

The 2023 AWS DeepRacer League (Summit Circuit Racing)

In-person Live DeepRacer League Racing at AWS Global Summits 2023 Summit Circuit
Mumbai, IN – 18 May 2023

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER. ADMISSION TO AWS SUMMITS IS FREE.

1. **Overview.** The 2023 AWS DeepRacer League (the “**Contest**”) is an AWS-sponsored, global autonomous racing league, unassociated with any official or country-specific esports league, focusing on artificial intelligence and machine learning technology. Developers from across the globe can compete in races at AWS Summit events and improve their skills using these quickly-developing technologies. The Contest will determine the invitees to the 2023 AWS DeepRacer Championship Cup Finals (“**Finals**”), to be held in Las Vegas, Nevada, USA on 27 November 2023 – 1 December 2023. AWS conducts other concurrent racing formats that will also determine additional invitees to the Finals.
2. **Eligibility.** The Contest is open to natural persons (“**Individuals**”) who meet all of the following requirements:
 - 2.1. Summit Credentials – Individuals must have valid 2023 AWS Summit credentials (e.g., Summit badge).
 - 2.2. Age – Individuals must be at least 18 years old.
 - 2.3. Exclusions – The following are not eligible: (i) Individuals located in or resident of countries or territories subject to U.S. sanctions, including: Belarus, Cuba, Iran, North Korea, Russia, Syria, and the territory of Crimea, and the so-called Republics of Donetsk and Luhansk; (ii) Individuals designated on, or working on behalf of or at the direction of any person designated on, the Specially Designated Nationals and Blocked Persons List, the Denied Persons List, or other similar lists maintained by the U.S. Office of Foreign Assets Control or the Bureau of Industry and Security; and (iii) employees, contractors, directors and officers of Amazon Web Services, Inc., 410 Terry Avenue, Seattle, WA, USA, 98109-5210 (“**Organizer**”) or its subsidiaries, affiliates and agents and Promo Veritas Limited, 215 Marsh Road, Pinner, HA5 5NE, London, United Kingdom (“**Administrator**”), as well as the Immediate Family of each such employee. (“**Immediate Family**”) shall mean an Individual who is a spouse, parent, sibling, child, or household member.
 - 2.4. Employer/Entity Permission/Acknowledgement – Individuals hereby represent and warrant that their participation in the Contest will not violate any third-party rights or obligations, including without limitation policies or procedures of an employer or an entity created pursuant to the laws of its jurisdiction, which may include without limitation a university or other educational/research institution (“**Entity**”) or contractual obligations to or restrictions of an employer or Entity. To the extent an Individual’s

participation is within the scope of his or her employment as an employee, contractor, or agent, or the purview as a student, member, representative or otherwise of an Entity, the Individual must have notified his or her employer or the Entity, as applicable, at the time of entry in the Contest, including without limitation the potential receipt of a prize. For the avoidance of doubt, Individuals who are students, instructors, or professors at a university, or otherwise employed by a university must meet the requirements of this subsection. Organizer reserves the right to request documented confirmation of any such approval or acknowledgment from Entrant's employer or any Entity, as applicable. Organizer may disqualify any Entrant who fails to provide such documentation immediately upon Organizer's request thereof in Organizer's sole and absolute discretion.

- 2.5. Entrant – An Individual who meets the applicable eligibility requirements set forth in Section 2 of these Official Rules, affirms agreement to these Official Rules in full, and participates in the Contest pursuant to Section 5 is an Entrant (“**Entrant**”).
- 2.6. Entity Exclusions –Entities must NOT (i) have any legal jurisdiction incorporation or business registration presence in Belarus, Cuba, Iran, North Korea (Democratic People's Republic of Korea), Russia, Syria, and the territory of Crimea, and the so-called People's Republics of Donetsk and Luhansk; (ii) be on the Entity List or other similar lists maintained by the U.S. Office of Foreign Assets Control or the Bureau of Industry and Security; or (iii) be a parent or subsidiary of the Organizer.
- 2.7. Void where excluded or prohibited.

3. General Conditions of Participation.

- 3.1. By registering for a race at an AWS Summit event, Entrant signifies and affirms Entrant's acceptance of these Official Rules in their entirety. Receipt of any prize offered in this Contest is dependent upon Entrant's compliance in full with these Official Rules.
- 3.2. Organizer seeks no promises or favoritism for itself or any of its related companies or affiliates in exchange for the opportunity to participate in the Contest. By entering the Contest, Entrant represents, warrants, and agrees that (i) Entrant's participation in the Contest – including acceptance of any prize – will not violate any law, regulation, policy or rule in Entrant's country, state, province, or local municipal location; and (ii) any potential prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Organizer obtaining or retaining business or a business advantage.
- 3.3. Entrant agrees that Organizer may disqualify any Entrant it finds to be tampering with the operation of the Contest or to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any Entrant to deliberately undermine the legitimate operation of the Contest may be a violation of the law, and Organizer reserves all rights to seek damages and other remedies (including attorneys' fees) from any such Entrant to the fullest extent permitted by law.
- 3.4. Organizer is not responsible for incorrect or inaccurate entry information or content submitted by Entrant when registering at an AWS Summit event whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error out of the Organizer's control that may occur in the administration of the Contest.
- 3.5. All terms and conditions of any Contest website apply.

- 3.6. Multiple Entrants are not permitted to share the same email account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that Entrant's entry and that Entrant may be disqualified.
 - 3.7. In the event of a dispute as to any email account, the authorized account holder of the email address used to register on the platform or for the account will be deemed to be the Entrant. The "authorized account holder" is the Individual assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.
 - 3.8. Receipt of entries will not be acknowledged or returned. Organizer is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic out of the Organizer's control. Proof of submission will not be deemed to be proof of receipt by Organizer.
 - 3.9. Entrants must comply with the applicable laws, decrees, regulations and guidelines of their jurisdiction of residence, and Organizer will have no obligation to change or modify any of these Official Rules or take any further action as a result of such laws, decrees, regulations or guidelines of any jurisdiction, except as is otherwise provided in these Official Rules. See Section 10, below.
 - 3.10. Organizer's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, Entrants fully and unconditionally agree to be bound by these rules and the decisions of the Organizer, which will be final and binding in all matters relating to the Contest. Once users submit a model, they cannot change their submissions. The model will automatically be evaluated and posted on the leader board.
- 4. Timing of Summit Circuit Races.**
- 4.1. Summit Circuit Races will be held during each AWS Summit event, 18 May 2023, when the AWS Summit Expo hall is open to the public (approximately 9:30 am to 4 pm local time). Each race will begin approximately one (1) hour after the AWS Summit Expo hall opens to the public. Racing for that day will conclude approximately 45 minutes before the close of the AWS Summit Expo hall for the day. All times when racing is available during the open hours of the AWS Summit Expo hall during an AWS Summit is the "**Race Period.**"
- 5. Summit Circuit Racing.**
- 5.1. Registration/Submission
 - 5.1.1. Register at a registration kiosk within the AWS Summit Expo hall. Provide Entrant's title, name, surname, alias, country, email, and phone number), and accept these Official Rules.
 - 5.1.2. No proxies. AWS Summit Circuit races are in-person events. You must be physically present to participate and operating your own trained reinforcement learning model. "Proxy" racers (those operating a model on behalf of another individual, whether in attendance or remote) are not permitted, without exception.
 - 5.2. Trained Reinforcement Learning Models
 - 5.2.1. Entrants can bring a trained Reinforcement Learning model to be uploaded via wireless transfer to an AWS DeepRacer device. Transfer via USB will not be

- permitted, and Entrant should be prepared to use an AWS provided solution to transfer their model to the physical device.
- 5.2.2. Entrant's model must be trained with a single sensor configuration.
 - 5.2.3. Entrant's Reinforcement Learning model will be loaded onto an AWS DeepRacer device which has been calibrated and confirmed to meet stock working specifications for the device by one or more employees of Organizer designated to oversee the racing ("**AWS Pit Crew Member(s)**") so that no unit has been identified as advantageous or suboptimal, the determination of which AWS Pit Crew Member is final. The AWS Pit Crew Member(s) may be supervised and managed by designated leader ("**AWS Pit Crew Boss**").
 - 5.2.4. You may only race with an AWS DeepRacer device provided by AWS. Substitutions will not be permitted, except as may be deemed necessary by the AWS Pit Crew Boss in his/her sole discretion.
- 5.3. Racing.
- 5.3.1. At the race, there may be a board indicating whether any specific field rules will apply to that particular race, which if applicable will supersede anything to the contrary in these Official Rules.
 - 5.3.2. If a racer for any reason fails to participate in their race run, they will forfeit their turn. No reruns, makeups, or alternate run times will be offered for an Entrant who is not present for his or her scheduled race time.
 - 5.3.3. Each Summit Race will have a race track assigned to it. Unless posted otherwise in writing on aws.amazon.com/deepracer/league the track used for all summit competition is the A to Z Speedway, and will be raced in the clockwise direction in time trial format.
 - 5.3.4. Entrants have two (2) minutes to record his or her fastest valid lap time (as recorded by an AWS employee using a timing device selected at Organizer's discretion. Entrant's lap time will then be entered into the live race leader board along with his or her rank and alias.
 - 5.3.5. Subject to capacity availability, an Entrant may race more than once and only his or her best time will be kept.
 - 5.3.6. All timings shall be as determined by an AWS Pit Crew Member using a timing strip, stopwatch, or other timing device selected in Organizer's sole discretion. The AWS Pit Crew's determination of racing times are final.
 - 5.3.7. For a lap to be valid, the device must complete one lap around the entire track following the indicated direction of the track, starting when the front wheels of the device touch the starting line (when moving), or standing on the line (when starting from standstill), and touching the starting line again with the front wheels of the device. If the race timer has run out before a valid lap has been completed, the Entrant will not have a valid lap time to submit and will be marked as did not finish ("**DNF**"). A DNF attempt will not be listed on the leader board.
 - 5.3.8. Once an attempt is started, you may not request a restart to the starting line. A model must complete the current lap for a new lap to be initiated. An attempt is considered started when the front wheels of the vehicle breach the starting line for the first lap.
 - 5.3.9. If the device at any point stops touching the driveable surface (the drivable surface is defined the black roadway and white track border lines) as determined by

- an AWS Pit Crew Member in his/her sole discretion, the AWS Pit Crew Member may use his/her reasonable best efforts while acting in a safe and controlled manner to reset the device at the last good point on the track, that is, the last point where it touched the drivable surface.
- 5.3.10. If Entrant's device starts driving in the wrong direction during the race, as determined by an AWS Pit Crew Member in his/her sole discretion, the AWS Pit Crew Member may use his/her reasonable best efforts while acting in a safe and controlled manner to reset the device at the last good point on the track in the correct direction.
- 5.3.11. Once the first lap of an attempt has been initiated, the countdown clock will not be paused or restarted, except in the sole and absolute discretion of the official AWS Pit Crew Boss.
- 5.3.12. Only the AWS Pit Crew Boss or his or her designee from the AWS Pit Crew will be permitted on the track during a race. Under no circumstances are Entrants allowed to stand on the track surface.
- 5.4. Limitations.
- 5.4.1. Summit Circuit events can be very busy. Organizer does not guarantee that every registered Entrant will be able to race or race more than once.
- 5.4.2. Entrant must create a DeepRacer model that may be custom built or adapted from one of the reward function examples available on the AWS console ("AWS DeepRacer Reinforcement Learning Model"). Entrant can submit multiple models to any given virtual Race, but only the Entrant's best lap time will be kept.
- 5.4.3. AWS reserves the right to restrict or otherwise remove an Entrant from participation due to disruptive behaviour or misconduct of any kind, including but not limited to, use of aliases or other racing materials that are inappropriate (as determined by AWS at its sole discretion), profane, defamatory, infringing, or unlawful.
- 5.4.4. In the event that two or more Entrants have exactly the same lap time during a Race, the winner will be the Entrant that achieved his or her lap time first as determined by looking at whose submissions had the fewest off track penalties.
- 5.5. Race Results.
- 5.5.1. During the race, a physical leader board on site at the event will display the official leader board ranking in real time. After the Race, the race results will be displayed (alias, rank, lap time, country) on the AWS DeepRacer League website.
- 5.5.2. All of Organizer's decisions and determinations as to races are final.
- 5.6. Notification of Potential Winners and Verification.
- 5.6.1. Following the close of the applicable Race Period, Organizer shall identify the following potential winners in order to initiate the verification process:
- 5.6.1.1. The top three (3) fastest racers based on the single fastest lap time of their best attempt during the Race Period (determined in Organizer's sole discretion) ("**Potential Top 3**").
- 5.6.1.2. The fastest one (1) racer based on the single fastest lap time of their best attempt during the Race Period (determined in Organizer's sole discretion) shall be the AWS Summit Circuit event winner ("**Potential Invitation Prize Winner**").

- 5.6.2. Organizer and/or Administrator may name additional Potential Invitation Prize Winners, in its/their sole discretion based on objective criteria.
- 5.6.3. Organizer reserves the right to select fewer than the specified total finishers if fewer than the number specified in the Official Rules submit an AWS DeepRacer Reinforcement Learning Model or if fewer than the specified number agree to verification, release, and security requirements set forth below.
- 5.6.4. Potential Invitation Prize Winner is subject to a certification process whereby Potential Invitation Prize Winner will be required to provide certain information to Organizer and/or Administrator within a designated period. Based on the information provided by the Potential Invitation Prize Winners, Organizer will determine, in its sole and absolute discretion, whether each Potential Invitation Prize Winner will be declared a confirmed Invitation Prize Winner.
- 5.6.5. Pursuant to its certification process, which must occur within a timeframe determined by Organizer and/or Administrator in its/their sole discretion, Organizer and/or Administrator may require Potential Invitation Prize Winners to:
 - 5.6.5.1. Submit a copy of an official government-issued identification for proof of identity, residency, and age;
 - 5.6.5.2. Agree, sign, and submit documents confirming
 - 5.6.5.2.1. Eligibility;
 - 5.6.5.2.2. Ownership of the rights to his or her AWS DeepRacer Reinforcement Learning Model, if applicable;
 - 5.6.5.2.3. Agreement to keep status as an Invitation Prize Winner confidential until Organizer makes a public announcement; and
 - 5.6.5.2.4. Release of the Organizer and the Released Parties;
 - 5.6.5.3. Agree that Organizer (or its designated agent) may conduct a background check on the Entrant, subject to applicable law;
 - 5.6.5.4. Agree, sign, and submit a publicity release, to the extent permitted in the Entrant's jurisdiction of residence;
 - 5.6.5.5. Complete and submit to Organizer (or its designated agent) an IRS form W-9 (potentially applicable to US residents) or an IRS form W8-BEN (potentially applicable to non-US residents), as applicable ("**IRS**" means the Internal Revenue Service, which is the tax authority for the United States);
 - 5.6.5.6. Agree to be available to meet with Organizer for video or telephonic interviews during the 2023 DeepRacer Championship Cup Finals regarding personal profiles and other topics related to the Contest;
 - 5.6.5.7. Certify that acceptance of any prize awarded in the Contest:
 - 5.6.5.7.1. Will not violate any third-party rights or obligations, including without limitation an employer's policies or procedures; and
 - 5.6.5.7.2. Is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Organizer obtaining or retaining business or a business advantage;
 - 5.6.5.8. Confirm Entrant's availability to travel in or to the U.S. including evidence of valid identification, passport, and travel visa to participate the Finals;

- 5.6.5.9. Represent and warrant that Entrant, if applicable, shall not take any action or make any statement to disparage or adversely affect the name, reputation or goodwill of the Organizer or any of the Released Parties, as defined below; and
- 5.6.5.10. Acknowledge the timing and requirements for travel associated with the Finals.
- 5.6.6. If Entrant is younger than the age of majority in Entrant's jurisdiction of resident, Entrant 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 the 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 and at the Sponsor's sole discretion. All documents required to be executed by a Potential Invitation Prize Winner must be also signed by the minor's parent or legal guardian.
- 5.6.7. Subject to verification and Organizer-confirmed compliance with these Official Rules, a Potential Invitation Prize Winner shall be an "**Invitation Prize Winner.**"

6. Intellectual Property.

- 6.1. By entering, each Entrant using his or her own DeepRacer Reinforcement Learning model ("**Submission**") warrants and represents the following: (a) Entrant is the sole and exclusive owner of the Submission and Entrant has all appropriate rights, powers and authority to grant Organizer all licenses to the Submission as set forth herein; (b) Entrant is not subject to any prior contractual, employment or third party commitments that would restrict Entrant's ability to create and enter the Submission; (c) the Submission will not infringe on any rights of any third parties, and Entrant has all appropriate rights to use, and to grant Organizer the right to use, any third party content or technology used to develop or contained in the Submission; (d) to the extent possible under applicable law, no party can invoke any moral rights in relation to the Submissions that have not been duly waived; (e) the Submission and Entrant's participation does not violate any local, state, provincial, national or foreign law; (f) the Submission does not contain the confidential information of any third party, and to the extent it contains Entrant's confidential information, such information immediately becomes non-confidential the moment Entrant submits the Submission to Organizer and (g) the Submission is not being submitted on behalf of any Entity, including without limitation, any education institution or any other third party.
- 6.2. By participating using a Submission, Entrant acknowledges and agrees that Organizer and its designees (i) are continually and independently of the Contest and Entrant's Submission working on creating, developing, improving upon and expanding Organizer's product and service offerings, including supporting autonomous car technology, accessories and systems, and may already be developing or may develop in the future products, services, technology, networks, software, and systems that are similar or identical to the Submission; and (ii) may receive Submissions from other Entrants that may be similar or identical to the Submission Entrants submit. By entering this Contest, Entrant hereby releases Organizer for use of Entrant's intellectual property rights related to the Submission, and hereby agrees not to sue Organizer, its employees, directors, affiliates, subsidiaries, parents, agents, successors and assigns for any actual or alleged infringement or misappropriation by any Organizer product, service, technology,

network, software, or system of Entrant's intellectual property rights related to the Submission. Furthermore, Entrant hereby waives all claims Entrant may have had, may currently have, and/or may have in the future related to Organizer's review and/or use of the Submission, and agrees that Organizer is under no obligation to review, use, or in any way process Entrant's Submission. Further, Organizer is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that Organizer sees fit, independent of Entrant and at Organizer's sole discretion, any technology or innovation that is created independent of Entrant's Submission. Participating in this Contest does not create an obligation on either Entrant's part or Organizer's part to enter into any business relationship or sign any commercial agreement, and Entrant acknowledges that the intent of the Contest is to encourage people to suggest their ideas and innovations to Organizer.

6.3. Winners understand and agree that Organizer shall have exclusive third party commercial marketing rights with respect to the Submission and any commercial development thereof.

7. Prizes.

7.1. **One (1) Invitation Winner Prize:** Travel to and attendance at the 2023 DeepRacer Championship Cup Finals (the "**Trip Prize**").

7.1.1. The Trip Prize consists of a six (6) day, five (5) nights for Invitation Prize Winner to the 2023 DeepRacer Championship Cup Finals, to be held at in Las Vegas, Nevada, U.S.A.

7.1.2. The Trip Prize includes round-trip coach airfare from major gateway airport nearest the Invitation Prize Winner's residence, One (1) conference pass to attend AWS re:Invent 2023, hotel accommodations in Las Vegas, and a USD \$400 stipend for meals and local travel. Hotel is selected by the Organizer in its sole discretion. Taxes, gratuities, travel upgrades, changes to travel itinerary or timing after booking; travel to gateway airport, costs associated with transportation of any trophy or other award that Invitation Prize Winner might win at the 2023 DeepRacer Championship Cup Finals, and any other expenses not specifically listed herein are the responsibility of Invitation Prize Winner. Travel and accommodations are subject to availability; certain restrictions, local health conditions, and blackout dates may apply.

7.1.3. Invitation Prize Winner must be available to attend the 2023 DeepRacer Championship Cup Finals on the specified dates, or prize will be forfeited and may (or may not) be awarded to an alternate. Organizer is not liable for delays, cancellation, or unforeseen events related to the flights.

7.1.4. Invitation Prize Winners will be solely responsible for obtaining valid identification and travel visas relating to acceptance and use of the travel prize packages, and must comply with all applicable health requirements.

7.1.5. If in the judgment of Organizer, air travel is not required due to Invitation Prize Winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Organizer's sole discretion. Organizer will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

7.1.6. Total approximate value of Invitation Prize awarded will depend on the Invitation Prize Winner's country/jurisdiction of residency and applicable transportation costs (potential range: USD \$4,500 to USD \$6,000).

7.2. Three (3) Top 3 Prizes:

- 7.2.1. An AWS DeepRacer Device (\$400 USD value) and an AWS DeepRacer Summit Circuit Trophy.
- 7.2.2. Potential Top 3 Entrant must be present at the close of the Race Period or else he or she forfeits the prize. No arrangements for prize shipping or coordination will be offered.

7.3. General Prize Restrictions:

- 7.3.1. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Organizer reserves the right to substitute a prize of equal or greater value. All national, federal, state, provincial and local taxes and unspecified expenses (including social contributions and/or VAT Taxes, where applicable) are the responsibility of each Invitation Prize Winner.
- 7.3.2. AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO ORGANIZER ALL DOCUMENTATION REQUESTED BY ORGANIZER TO PERMIT IT COMPLY WITH ALL APPLICABLE NATIONAL, FEDERAL, STATE, PROVINCIAL, LOCAL OR OTHER TAX REPORTING LAW OR REGULATIONS IN THE UNITED STATES AND IN THEIR RESPECTIVE JURISDICTION. IF APPLICABLE, ALL PRIZES WILL BE NET OF ANY TAXES ORGANIZER IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.
- 7.3.3. Refusal by any Entrant to submit such documentation or complete any required forms or obligations within the period required by Organizer in its sole discretion shall result in such winner forfeiting the prize.
- 7.3.4. **Limit: One (1) prize category per person per calendar year.** Because AWS conducts other racing formats throughout the year that similarly award DeepRacer devices (or a \$400 credit for a DeepRacer device) and Trip Prizes, Organizer will not award the same prize category to the same person twice in the same calendar year. Accordingly, an Entrant may continue to participate in the Contest, but forfeits any prize if he or she has previously won the same prize in 2023, as determined by Organizer in its sole discretion.
- 7.3.5. In the event a prize is forfeited for any reason, Organizer may name an alternate potential winner based on leader board standing after removal of forfeiting Entrant, as determined by Organizer in its sole discretion.

8. **Release.**

- 8.1. BY PARTICIPATING, TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF APPLICABLE LAW, AND SUBJECT TO THE NON-EXCLUDABLE GUARANTEES (DEFINED BELOW) ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS ORGANIZER, ITS PROMOTIONAL PARTNERS, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES, CONTENT PROVIDERS, PRODUCERS AND DISTRIBUTORS OF CONTENT AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, “**RELEASED ENTITIES**”), FROM ANY AND ALL

LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION.

9. Limitation of Liability; Disclaimer of Warranties.

9.1. TO THE FULLEST EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF APPLICABLE LAW, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE ANY WEBSITES ASSOCIATED WITH THIS CONTEST, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. THIS LIMITATION TO THE AMOUNT OF DAMAGES DOES NOT APPLY TO RESIDENTS OF SPAIN, GERMANY, OR WHERE PROHIBITED. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE 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. SOME JURISDICTIONS DO NOT ALLOW (I) THE EXCLUSION OF IMPLIED WARRANTIES ON APPLICABLE STATUTORY RIGHTS; AND (II) LIMITATIONS ON A CONTRACTING PARTY’S LIABILITY WITH REGARDS TO DAMAGES OR DEATH CAUSED DUE TO ITS NEGLIGENCE OR INTENTIONAL MISCONDUCT, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN SOME CASES. THIS LIMITATION MAY NOT BE ENFORCEABLE IN ALL JURISDICTIONS AND THEREFORE MAY NOT APPLY TO ALL ELIGIBLE PARTICIPANTS. FURTHER, NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE OR MODIFY ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS AND CONDITIONS TO BE VOID (“**NON-EXCLUDABLE GUARANTEES**”). CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Cancellation/Modification.

10.1. To the fullest extent permitted by the mandatory provisions of applicable law, Organizer reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, global pandemic, fraud, force majeure, or other causes beyond its reasonable control corrupt or affect the administration, security, fairness, or proper

conduct of the Contest and/or as a result of any applicable law, regulation, decree or guideline, or for any reason at all, in Organizer's sole discretion.

- 10.2. If Organizer decides to cancel or modify this Contest in accordance with these Official Rules, it will provide a notice of such cancellation or modification on the Site or in a social media post from its owned and operated channels. Organizer reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Organizer may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Organizer representatives.
- 10.3. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE ORGANIZER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Disputes; Governing Law.

- 11.1. To the fullest extent permitted by the mandatory provisions of applicable law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest.
- 11.2. In relation to the laws of India, in connection with the Contest, Organizer does not intend to promote its products, trademarks and/or services, but rather Sponsor is seeking to provide training and experience with autonomous vehicle AI technology.
- 11.3. TO THE FULLEST EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF APPLICABLE LAW, 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. THE PARTIES AGREE NOT TO RAISE THE DEFENSE OF FORUM NON-CONVENIENS.

- 11.4. FOR UK RESIDENTS ONLY: THE CONTEST AND THESE OFFICIAL RULES ARE GOVERNED BY ENGLISH LAW AND ENTRANTS AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES. TO THE EXTENT PERMITTED BY LAW, ANY CLAIMS OR DISPUTES RELATING TO THIS CONTEST, THE PRIZES OR THESE OFFICIAL RULES MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED.
- 11.5. FOR RESIDENTS OF INDIA AND AUSTRALIA ONLY: ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS CONTEST SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION ADMINISTERED BY THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE (THE "SIAC") IN ACCORDANCE WITH ITS ARBITRATION RULES (THE "SIAC RULES") FOR THE TIME BEING IN FORCE, WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE IN THIS CLAUSE. THE SEAT OF THE ARBITRATION SHALL BE SINGAPORE. EITHER PARTY MAY REFER THE DISPUTE FOR RESOLUTION TO A SINGLE INDEPENDENT AND IMPARTIAL ARBITRATOR TO BE MUTUALLY AGREED, OR IN CASE OF DISAGREEMENT IN THE APPOINTMENT OF THE ARBITRATOR, TO THREE ARBITRATORS, OF WHICH EACH PARTY SHALL NOMINATE ONE AND THE THIRD ARBITRATOR WILL BE APPOINTED BY AGREEMENT OF THE OTHER TWO ARBITRATORS. ALL PROCEEDINGS IN ANY SUCH ARBITRATION SHALL BE CONDUCTED IN ENGLISH AND THE ARBITRAL AWARD SHALL BE DRAFTED IN ENGLISH. THE ARBITRATOR(S) SHALL DECIDE THE ISSUES SUBMITTED AS ARBITRATORS AT LAW ONLY AND SHALL BASE ITS AWARD, AND ANY INTERIM AWARDS, UPON THE TERMS OF THESE OFFICIAL RULES AND THE SUBSTANTIVE LAW OF SINGAPORE. THE PARTIES HEREBY WAIVE ANY CLAIM TO EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES, ATTORNEYS' FEES, COSTS, AND EXPENSES OF ARBITRATION, AND THE ARBITRATOR(S) SHALL NOT AWARD EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES AND ATTORNEYS' FEES, COSTS, AND EXPENSES OF ARBITRATION. THE ARBITRATION AWARD SHALL BE FINAL AND BINDING ON THE PARTIES, AND THE PARTIES AGREE TO BE BOUND THEREBY, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION PURSUANT TO THE RULES IN THAT JURISDICTION. THE ARBITRATION SHALL TAKE PLACE IN SINGAPORE UNDER THE SIAC RULES.
- 11.6. FOR CHINA, TAIWAN, AND HONG KONG RESIDENTS ONLY: ANY DISPUTE, CONTROVERSY, DIFFERENCE OR CLAIM ARISING OUT OF OR

RELATING TO THESE OFFICIAL RULES, INCLUDING THE EXISTENCE, VALIDITY, INTERPRETATION, PERFORMANCE, BREACH OR TERMINATION THEREOF OR ANY DISPUTE REGARDING THE CONTEST SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION ADMINISTERED BY THE HONG KONG INTERNATIONAL ARBITRATION CENTRE (“**HKCIAC**”) UNDER THE HKCIAC ADMINISTERED ARBITRATION RULES IN FORCE WHEN THE NOTICE OF ARBITRATION IS SUBMITTED. THE SEAT OF THE ARBITRATION SHALL BE HONG KONG. THE ARBITRATION TRIBUNAL SHALL BE COMPRISED OF THREE (3) ARBITRATORS. EACH PARTY SHALL NOMINATE ONE ARBITRATOR WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE NOTICE OF ARBITRATION SENT BY ONE PARTY TO THE OTHER PARTY, FOR CONFIRMATION BY THE COMPETENT AUTHORITY UNDER THE HKCIAC RULES (THE “**APPOINTING AUTHORITY**”). BOTH ARBITRATORS SHALL AGREE ON THE THIRD ARBITRATOR WITHIN THIRTY (30) DAYS. SHOULD EITHER PARTY FAIL TO APPOINT AN ARBITRATOR OR SHOULD THE TWO ARBITRATORS FAIL, WITHIN THE ABOVE TIME LIMIT, TO REACH AGREEMENT ON THE THIRD ARBITRATOR, SUCH ARBITRATOR SHALL BE APPOINTED BY THE APPOINTING AUTHORITY. IF THERE ARE TWO OR MORE RESPONDENTS, ANY NOMINATION OF AN ARBITRATOR BY OR ON BEHALF OF SUCH RESPONDENTS MUST BE BY JOINT AGREEMENT BETWEEN THEM. IF SUCH RESPONDENTS FAIL WITHIN THE TIME LIMIT FIXED BY THE APPOINTING AUTHORITY TO AGREE ON SUCH JOINT NOMINATION, THE PROCEEDINGS AGAINST EACH OF THEM MUST BE SEPARATED. ANY ARBITRATOR APPOINTED TO RESOLVE A DISPUTE SHALL BE FLUENT IN BOTH THE ENGLISH AND CHINESE LANGUAGES. ALL PROCEEDINGS AND DOCUMENTATION WITH RESPECT TO THE ARBITRATION OF ANY DISPUTE SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE. THE AWARD OF THE ARBITRATION TRIBUNAL SHALL BE FINAL AND BINDING UPON THE DISPUTING PARTIES, AND THE PREVAILING PARTY MAY APPLY TO A COURT OF COMPETENT JURISDICTION FOR ENFORCEMENT OF SUCH AWARD IN THAT JURISDICTION, SUBJECT TO THE APPLICABLE REQUIREMENTS THEREIN.

12. **Use of Data.** The data controller of each entrant’s personal data is the Organizer. The Organizer 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. Organizer’s privacy policy is available at <https://aws.amazon.com/privacy/>. Any personal information collecting in this Contest will be used in accordance with Organizer’s privacy policy. By participating in this Contest, each entrant acknowledges the collection, use and disclosure of his or her personal information as set out in the above privacy policy.
13. **Name of Winner/List of Winners.** To obtain a list of Invitation Prize Winner including country and/or city and state of residence, as applicable, send a self-addressed, stamped envelope with sufficient postage by January 31, 2024 to: Amazon Web Services, Inc., ATTN: DeepRacer 2023, 410 Terry Avenue, Seattle, WA, USA, 98109-5210.
14. **Severability.** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a

court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. Organizer's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

15. **Not an Offer of Employment.** Nothing in these Official Rules is an offer or contract of employment of any kind with any Individual. Entrant acknowledges that Entrant's AWS DeepRacer Reinforcement Learning Model(s) have been submitted voluntarily and not in confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Organizer or any of the Released Parties and that no such relationship is established by submission of any Content pursuant to these Official Rules.

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