

AWS Young Builders Challenge – India 2021 Participation Terms and Conditions

Please read these terms and conditions (these “T&Cs”) before entering the AWS Young Builders Challenge – India 2021 Contest (the “Contest”). By entering or otherwise participating in the Contest, you acknowledge that you have read and agree to be bound by these T&Cs.

1. Promoter. The Contest is run by Amazon Internet Services Private Limited (the “Promoter”, “we”, “us” or “our” or “AISPL”), with a registered address at Block E, 14th Floor, Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, New Delhi. For questions regarding the Contest, please contact support@awsybc2021.in

2. Eligibility. The Contest is open to all schools across India. The participating students of the school whose final project is submitted for the Contest by their respective school should be (a) from class 6th to class 12th, (b) legally resident with a valid address in India, (c) currently studying in that school, and (d) who is not an Excluded Individual.

For purposes of these T&Cs, an “Excluded Individual” means an individual who is one or more of the following:

- (i) an employee of the Promoter or any other entity involved in the conduct (e.g. funding, judging or administration) of the Contest, or any of the Promoter’s or such other entity’s affiliates; or
- (ii) an immediate family member (i.e. a spouse, domestic partner, parent, grandparent, sibling, child or grandchild) or an individual living in the same household as an individual identified in sub-paragraph (i) above.

3. How to enter. All prospective schools shall register on the event [landing page](#). You may enter the Contest at any time during the period starting at 12:00:01 (India Time) on 18th October and ending at 11:59:59 (India Time) on 5th November (the “Entry Period”). The principal of the school should fill the form or ensure that the designated person from the school fills the form. The completed entry form and submission are collectively referred to as the “Entry”. Each Entry must contain only your original work and submitted with approval from parents/ guardians of the participating students. Once we receive the registration from the school, the Central Point of Contact (CPOC) as nominated in the registration will receive a confirmation email.

After ensuring that the school is not registered before, the CPOC will receive instructions on the following broad aspects i) Enablement content that students can go through before they start building the projects ii) Theme and the details of the tools students can use on Code.org to build the projects iii) Evaluation criteria to evaluate the student projects and select top2 projects. The students would then have to build a project using [spirit lab tool](#) or [app lab tool](#) on Code.org and submit it to the respective CPOCs of their institutes as project links along with a short description of not more than 200 words.

Use of Third Party Content or tools (like Code.org) is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content.

We will not consider any lost, late, misdirected, incomplete, illegible or unintelligible Entries. Our (or our contractor’s) servers and clock shall be deemed the official clock for all phases of the Contest, and your proof of a submission does not constitute proof of receipt by us. We will not be responsible for any technical or human error in any materials associated with the Contest, or in the processing of Entries.

4. Warranties. By submitting an Entry, you represent and warrant that (a) you have all rights to the content in your Entry (including any software, data, text, audio, video, or images, and any individual's name, likeness, photograph or image) (the "Entry Content"), (b) the Entry content does not violate or infringe any copyright, trademark, privacy or publicity right, or other personal, proprietary or intellectual property right of any person or entity, and (c) the Entry Content is not defamatory, libelous, obscene, or otherwise illegal or inappropriate for the intended audience. You represent and warrant that you meet the criteria in the Section 2, and are permitted by law to participate in the Contest. If you are an employee, elected official, or authorized representative of (a) a national, regional, local or other subnational governmental entity, (b) a K-12, primary, secondary, public, or private school, college or university, (c) a healthcare institution or (d) a non-profit organization, by submitting an entry to this Contest, you represent and warrant that you (i) are authorized to accept the prizes set forth herein and such acceptance will not violate any applicable law, rule or regulation, including those relating to ethics, gifts, and gratuities, and will not otherwise create a conflict of interest for AISPL or its affiliates; and (ii) have confirmed with an appropriate ethics official that there are no federal, state, local or institutional ethics or procurement laws, regulations, or other rules that would restrict or prohibit their receipt of the free products or services from AISPL or its affiliates as a prize resulting from this Contest.

5. No Liability of AISPL. AISPL and its affiliates are not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, or damage arising from or in relation to these terms and conditions, in connection with the Contest, or by you accepting or using any associated prize, however caused and regardless of any theory of liability, including any loss, damage, or expense which is caused by your own negligence in connection with the Contest or by accepting or using any associated prize.

6. Learning Model. By entering the Contest, you give permission for your Entry to be used by AISPL (and/or its Affiliates) without compensation for the purposes of allowing you to participate in the Contest and grant to us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the Entry Content throughout the world in any media and for any purpose. You reserve all other rights not expressly granted to AISPL herein.

7. Personal Data. All personal data supplied by you will be used solely for the purpose of the Contest by AISPL and/or by any agent appointed by it to assist with running the Contest. Your personal data will be handled in accordance with our privacy policy, available at: <https://aws.amazon.com/privacy/>. You consent to the collection, use and disclosure of the information you provide in connection with the Contest by AISPL and its affiliates in accordance with that privacy policy. Those entities will use your contact information to send details and announcements to you related to the Contest. If you opt in using the checkbox on the registration page, they may also communicate with you via email about other offers, events or services.

Please note that if the checkbox is left blank, but you are already eligible to receive email marketing communications, you will still receive these. You can unsubscribe at any time by clicking the unsubscribe link in those emails.

8. Disqualification. We reserve the right to disqualify you if we determine in our sole discretion that you do not comply with any requirement described in Section 3, or that you have breached any of the warranties in Section 4.

9. Selection of Winners. Each qualified Entry will be judged and rated by a panel of judges selected by the Promoter based on the evaluation criteria communicated to the Central Point of Contact(CPOC) of the participating institute via email (collectively, the “Judging Criteria”).

The winners of the prizes as detailed [on the event microsite] will be selected by the judges based on the Judging Criteria. All decisions of the judges are final and binding. Each winner’s name and address will be published [at the event microsite] on or before 15th November. Each winner will also be notified by email.

Prizes will be distributed to the winners by the organizer virtually. AISPL may deduct or withhold any taxes that AISPL may be legally obligated to deduct or withhold from the value of prizes given. Each winner may be required to submit to the Promoter his/her tax filing information required by the Promoter in order to claim the prize. Additional terms and conditions may be imposed by AISPL, its affiliates or third parties with regard to the receipt or use of a prize.

10. Use of AWS Marks. We may specify and make available to you trade names, trademarks, service marks, logos or other commercial symbols of AWS or any of its affiliates (collectively, “**AWS Marks**”) for your use, and in so doing, AISPL grants you a nonexclusive, worldwide, royalty-free, revocable license to use such AWS Marks solely for purposes of preparing and submitting your entry. You will not use any AWS Marks except as set forth in these T&Cs. When using any AWS Marks, you must follow the AWS Trademark Guidelines posted on the AWS website at <http://aws.amazon.com/trademark-guidelines/>, as updated from time to time. Except as expressly described in this Section 10, no rights to AWS Marks or AWS’s copyrights, patent or other intellectual property rights are transferred or licensed pursuant to these T&Cs.

11. Indemnity. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any third party claim concerning: (a) your breach of any warranty in these T&Cs, (b) violation of any applicable law, rule, regulation or ordinance by you, (c) dispute between you and any student with respect to selection/submission of projects on school’s behalf (c) alleged infringement or misappropriation of third-party rights by you.

12. Warranty Disclaimers. ALL PRIZES, MATERIALS, TOOLS OR INFORMATION RELATED TO THE CONTEST ARE PROVIDED “AS IS.” TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, AISPL, ITS AFFILIATES AND ITS LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRIZES, MATERIALS, TOOLS OR ANY INFORMATION PROVIDED BY A THIRD PARTY IN CONNECTION WITH THE CONTEST (“**THIRD-PARTY CONTENT**”), AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND (C) THAT THE PRIZES OR THIRD-PARTY CONTENT WILL BE FREE OF HARMFUL COMPONENTS.

13. Liability. SUBJECT TO CLAUSE 3, EXCEPT FOR DAMAGES FOR DEATH OR PERSONAL INJURY CAUSED DUE TO A PARTY’S GROSS NEGLIGENCE, THE PROMOTER AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR (B) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. WITHOUT LIMITING THE FOREGOING, THE

AGGREGATE LIABILITY UNDER THESE T&CS OF THE PROMOTER AND ITS AFFILIATES OR LICENSORS WILL NOT EXCEED INR 100.

14. Miscellaneous. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms, pandemics or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective. If any provision herein is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision hereof, and the parties will thereafter use best efforts to substitute a provision of similar economic intent and effect. The laws of India, without reference to conflict of law rules, govern these T&Cs and any dispute relating to the Contest that might arise between the parties. Unless otherwise agreed by the parties, any dispute arising out of or relating to these T&Cs or the Contest will be resolved by a sole arbitrator appointed by AISPL, and judgment on the arbitral award may be entered in the courts of Delhi, India. The arbitration will take place in Delhi, India. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The arbitration proceedings will be conducted in English.