

# Robot Detection & Tracking of Objects in Industrial Settings Challenge

## OFFICIAL RULES

1. By submitting an Entry (as defined herein) to the Top Coder Robot Detection & Tracking of Objects in Industrial Settings Challenge, you are agreeing to be bound by the following legal terms (the "Official Rules"). The Official Rules also incorporate by reference the additional terms specified at <http://www.topcoder.com/community/how-it-works/terms/> (the "Website") and any terms, conditions and rules contained in the specific Problem Statement issued with respect to the Competition (the "Problem Statement"). To the extent there is any conflict between these Official Rules and additional Top Coder Terms and Conditions of Use referenced on the Website, these Official Rules govern.

2. **COMPETITION DATES:** The Competition commences upon launch by Topcoder on March 24, 2015 and ending on April 10, 2015 (the "Competition Period").

3. **GENERAL INFORMATION:** Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for all taxes and reporting related to any award that you may receive as part of the Competition.

You are responsible for abiding by your employer's policies regarding participation in the Competition. Top Coder and Sponsor disclaim any and all liability or responsibility for disputes arising between you and your employer related to this Competition.

4. **ELIGIBILITY:** The Competition is open to all individuals over the age of 18 at the time of entry who have not been convicted of a felony or crime of moral turpitude and to all validly formed legal entities that have not declared or been declared in bankruptcy.

Officers, directors, employees and advisory board members (and their immediate families and members of the same household) of Top Coder and its respective affiliates, subsidiaries, contractors, agents, judges and advertising and promotion agencies also are not eligible to participate in the Competition.

5. **ENTRIES, TEAMS AND ENTRANTS:** Entry: An "Entry" is the material submitted in the manner and format specified on the Website. All Entries must be uploaded to the Website in the manner and format specified on the Website. Entries must be received during the competition period and adhere to the guidelines for Entries specified on the Website. **ENTRIES SHOULD NOT DISCLOSE CONFIDENTIAL INFORMATION).**

Entrant: Each registered individual is referred to as an "Entrant" in these Official Rules. Each Entrant is solely responsible for all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web, access to the World Wide Web and any telephone, data, hosting or other service fees associated with such access, as well as all costs incurred by or behalf of the Entrant in participating in the Competition. Top Coder and Sponsor are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions,

defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or otherwise. Top Coder and Sponsor are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Top Coder and Sponsor disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Competition.

6. HOW TO ENTER: To enter, you must first create an account on the Website or at [www.TopCoder.com](http://www.TopCoder.com) (unless you already have such an account, in which case you need not create another account). You may not sign up or submit Entries from multiple accounts.

After creating an account, you must register for the Competition. To register, enter your user name and password at the Website and follow the on-screen instructions regarding reading and acceptance of these Official Rules. Your participation in the Competition confirms your acceptance of the Official Rules for this Competition. All of the registration information that you provide is collectively referred to as your "Account."

After you complete the registration process, you will have access to the data contained in the Problem Statement (the "Data") which will enable you to develop and submit one or more Entries. All Entries must be received during the competition period.

If you register for the Competition more than once and/or create more than one Account, all of your Entries will be disqualified from the Competition, and Top Coder and Sponsor also reserve the right to disqualify Entries as determined in Top Coder's or Sponsor's sole discretion.

By registering, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or Top Coder or Sponsor has reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account. All registration information is deemed collected in the United States.

Once you have completed the registration process, you will be provided with access to the Data that you may use to develop your Entries.

Entrants are urged to consult the Website regularly during the competition period.

BY REGISTERING FOR THE COMPETITION, YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE JUDGES AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN PLEASE DO NOT REGISTER FOR THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

7. DATA: Entrants must use the Data only as permitted according to any associated data use rules specified on the Website.

Entrants must use the Data provided to them solely for purposes of the Competition, including but not limited to preparing their Entries and any underlying algorithms, and participating in

the forum discussions on the Website. Except as otherwise provided in these Official Rules, Entrants must cease all use of the Data provided by Top Coder and/or Sponsor promptly at the end of the Competition Period and erase or otherwise destroy all waste paper, fax paper, photocopy paper and other physical media and computer entries or other electronic media that contain the Data.

Entrants may use programming languages C++, Java, C# and VB.

Use of Other Data.

To develop and test their algorithms and Entries, Entrants may use other data to which they have appropriate permissions and rights to use. Top Coder and / or Sponsor reserve the right in its sole discretion to disqualify any Entrant who Top Coder and / or Sponsor discover has undertaken or attempted to undertake the use of the Data other than as permitted according to the Schedule and associated data use rules specified on the Website, in the course of the Competition.

Privately sharing Data or code is not permitted, unless it is made available to all players, such as on the forums.

Entries may not use or incorporate information from hand labeling or human prediction of the validation dataset or test data records.

## 8. SUBMISSION GUIDELINES AND REQUIREMENTS:

The submission format and procedure for Entries are detailed on the Website.

Over the course of the challenge period, you may submit multiple Entries. In order to be eligible for a prize, you must make at least one Entry submission.

### Code Submission

When you make a submission, you will upload your code to the Website. The submissions will be stored by Top Coder and not shared or otherwise made publicly available either during or after the Competition. The submission will be made available to Top Coder solely for the purpose of verifying prize winners. For any final submission to be eligible to win, any open source or third party code or other materials used in connection with that submission must be limited to code that Sponsor will be legally entitled to commercially use and exploit in any fashion at no additional cost to the Sponsor, and any open-source-related or third party licensor requirements and restrictions must be disclosed as part of the submission and ultimately approved by Sponsor. Following conclusion of the match, any potential prize winners will be required to submit a submission description statement including, at a minimum, all code and parameter settings necessary to evaluate your submission on new data, and instructions (such as a README file with) on how to do so.

Open source software that is under the BSD, MIT, Creative Commons – Attribution (CC BY), Microsoft Public License (MS-PL), Python Software Foundation License, or Apache License v 2.0 license will be

accepted in a submission (the "Allowable Open Source Licenses"). Other open source software that is covered by licenses that are not in the list of Allowable Open Source Licenses shall not be included in any submission unless, prior to submission, that particular open source software component's license and intended use case have been approved in writing by Sponsor and Top Coder.

**9. INTELLECTUAL PROPERTY RIGHTS:** By simply participating in this competition, Top Coder and Sponsor make no claim to ownership of your Entry or any intellectual property that it may contain. By simply participating in this Competition, you are not granting Top Coder and/or Sponsor any rights to any patents or pending patent applications related to the technology described in your Entry.

However, by participating in this Competition and submitting an Entry, you do grant Top Coder and Sponsor certain limited rights as set forth in these Official Rules. By submitting an Entry, you consent to the use, by Top Coder, Sponsor, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Top Coder's use of your personal data will be governed by the Privacy Policy posted on the Top Coder website.

However, by accepting a prize award, you agree and hereby do assign to Top Coder and its successors all aspects and content of your Entry, including the intellectual property rights in and to your Entry and all intellectual property that it may contain or embody, including but not limited to all rights to any code used to generate the winning Entry, copyrights, trade secrets, design rights, and inventions (whether or not patentable) (the "Entry IP"). **PRIZE WINNERS WILL BE REQUIRED TO EXECUTE AN ASSIGNMENT OF RIGHTS IN ORDER TO CLAIM THEIR PRIZE.**

Nothing in this Competition requires you to negotiate or do business with Top Coder and/or Sponsor. You are free to discuss your Entry and the ideas or technologies that it contains with other parties and you are free to contract with any third parties as long as you do not sign any agreement or undertake any obligations that conflict with any agreement that you have entered into or do enter into with Top Coder and Sponsor regarding your Entry. For the purpose of clarity, you acknowledge that the intent of the Competition is to encourage people to suggest their ideas and innovations to Top Coder and Sponsor. But participating in the Competition does not create an obligation on either your part or Sponsor's part to enter into any further business relationship or to sign any commercial agreement.

**10. CONFIDENTIAL INFORMATION:** Since Top Coder and Sponsor does not wish to receive or hold any submitted materials "in confidence" it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between Top Coder or Sponsor and you, the company you represent when submitting an Entry, or the owner of any part of your Entry.

If your Entry is selected as a winner, Top Coder or Sponsor may offer to sign a confidentiality agreement as part of further discussions about your Entry and the technology it describes. Top Coder and Sponsor shall have no liability or responsibility for use by any other individual or Entity of any aspect of your Entry.

11. WARRANTIES: By submitting an Entry, you represent and warrant that all information you enter on the Website is true and complete to the best of your knowledge, that you have the right and authority to submit Entries (including your algorithm and the predicted arrival times) on your own behalf, and that your Entry:

- (a) is your own original work, or is used by permission with full and proper credit given within your Entry
- (b) does not contain confidential information or trade secrets (yours or anyone else's) and is not the subject of a registered patent or pending patent application;
- (c) does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- (d) does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- (e) does not and will not violate any applicable law, statute, ordinance, rule or regulation;
- (f) does not trigger any reporting or royalty obligation to any third party; and
- (g) was not previously published and has not won any other prize/award.

A breach of a warranty set out in this clause will result in the corresponding Entry being invalid. In addition, you indemnify Top Coder and Sponsor against all loss, damages and costs incurred by Top Coder and Sponsor arising from your breach of the warranty set out in this clause

12. DETERMINING THE WINNERS: This Competition is purely data driven and the final results are determined by the Entry ranking on the 'Match Standings'. The overall score for a set of test cases is the arithmetic average of the scores on the single test cases from the set. The 'match standings' displays overall scores on provisional tests for all competitors who have made at least 1 full test submission. The winners are competitors with the highest overall scores on system tests. To be eligible for a prize, Entries must attain a minimum score of 700,000 in System Testing.

13. AWARDS: Each Entrant's place on the Match Standings will determine whether that Entrant is a Prize Winner, subject to confirmation of eligibility and compliance with these Official Rules. Up to five (5) prizes may be awarded. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

All decisions of Top Coder and SPONSOR will be final and binding on all matters relating to this Competition. Top Coder and Sponsor reserve the right to examine the Entry and any associated code or documentation for compliance with the Competition Rules.

Potential prize winners will be notified by Top Coder following the conclusion of the Competition. Each prize winner will receive a prize from a total prize pool of \$20,000.

As a condition of receipt of the prize, the prize winner must deliver the algorithm's code and provide full documentation of code and explanation of algorithm to Top Coder. The source code must contain a description of resources required to build and run the algorithm. There are no restrictions regarding the programming language used to generate the training parameters. Note that all documentation should not be submitted during the coding phase. A Top Coder representative will contact prize winners directly to collect the data and documentation.

Potential winners will be disqualified and the prize may be awarded to an alternate winner (the next qualified Entrant on the Match Standings) if: (a) the required documentation provided, (b) prize notification or prize is returned as undeliverable; or (c) potential winner is disqualified for any reason.

Allow 30 days from confirmation for prize delivery. By accepting any prize, each winner agrees to use of his/her name, address, likeness and/or prize information by the Competition Entities for promotional purposes in any medium without additional compensation, to the extent permitted by law.

This is a contest of skill. Whether or not your Entry is determined as a winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated. No substitution or transfer of prizes is permitted. All taxes, fees and expenses associated with receipt and use of a prize are the sole responsibility of the prize winners.

14. LIMITATION OF LIABILITY: By participating in the Competition, each Entrant agrees to release, indemnify and hold harmless Top Coder, Sponsor, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively "Sponsor Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of your participation in or association with the Competition.

Sponsor Entities are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. Sponsor Entities reserve the right to cancel, modify or suspend the Competition should any computer virus, bug or other technical difficulty or other causes beyond the control of Sponsor Entities corrupt the administration, security or proper play of the Competition, and to determine winners from among Entries not affected by the corruption, if any, in its sole discretion.

15. NO OBLIGATION: You acknowledge that multiple participants may submit Entries that contain concepts or technologies similar to your Entry and that Top Coder, Sponsor, their subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that you disclose in your Entry. You acknowledge and agree that Top Coder's and Sponsor's action with respect to another Entry, even if similar to your Entry, shall not create in Top Coder and Sponsor any

liability to you or others. Further, Top Coder and Sponsor are not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that Top Coder and Sponsor sees fit, independent of you and at Top Coder's and Sponsor's sole discretion, any technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that Top Coder and Sponsor are not obligated to take any action whatsoever with regard to your Entry.

16. SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

17. WAIVER: By entering the Competition, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.

18. LAW: You acknowledge and agree that all aspects and content of your Entry, including the Entry IP (as defined herein), shall be treated as if made in the United States and United States laws relating to patents, inventions, assignments and compensation shall supersede the relevant laws of any country in which the Entry, including the Entry IP, may have been conceived and/or made.

For Entrants living outside the United States, you specifically acknowledge that you accept the practices and policies outlined in these Official Rules and in the Privacy Policy for the Competition Website and consent to having your data transferred to and processed in the United States.