

ACUMOS AI CHALLENGE
Sponsored by AT&T and Tech Mahindra
OFFICIAL RULES

- NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.
- THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.
- THIS IS A SKILLS-BASED CONTEST.
- AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.
- ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.
- SPONSORS OBTAIN RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.
- ENTRANTS MUST BE ABLE TO ATTEND THE AT&T SPARK CONFERENCE ON SEPTEMBER 10, 2018 HELD IN SAN FRANCISCO, CALIFORNIA TO BE ELIGIBLE FOR PRIZE.

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, ENTRANTS (DEFINED BELOW) AGREE TO THESE OFFICIAL RULES (“OFFICIAL RULES”), WHICH CREATE A BINDING CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **DESCRIPTION OF THE CONTEST:** THE ACUMOS AI CHALLENGE sponsored by AT&T and Tech Mahindra (“Contest”) is designed to encourage developers and data scientists to create and submit artificial intelligence (“AI”) models or applications in association with the Acumos platform, a new open source AI platform that makes it easy to build, share and deploy AI applications to offer microservices. Three (3) finalists will be chosen and each will qualify for a monetary prize of twenty-five thousand dollars (\$25,000). Additionally, a Grand Prize (monetary prize) will be awarded to the one (1) best submission from the three finalists. The Grand Prize will consist of twenty-five thousand dollars (\$25,000). Winning submissions will be as determined by the Judges (defined below) in accordance with the Judging Criteria below and these Official Rules and are subject to verification.
2. **ELIGIBILITY:** This Contest is open only to persons who are legal residents and physically located in one (1) of the fifty (50) United States and the District of Columbia and Puerto Rico, and who are at least eighteen (18) years old at time of submission (except Alabama and Nebraska residents must be at least nineteen (19) years old at time of submission and Mississippi residents must be at least twenty-one (21) years old at time of submission). Persons who are any of the following are not eligible to participate or win the prize offered: (a) employees, officers, or directors of AT&T Services, Inc., and Tech Mahindra Limited (“Sponsors”), their parent companies and affiliates and subsidiary companies, participating advertising and promotion agencies; and (b) immediate family members (defined as parents, children, siblings and spouse, regardless of where they reside) and/or those living in the same household (defined as those

living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not) as any person in (a) above.

Submissions may be submitted by an individual or a team composing of multiple individuals. Each individual member of the team must meet the eligibility requirements set forth herein. The term “Entrant” as used in these Official Rules refers to an individual Entrant, each eligible individual on the team and/or the team that enters the Contest. If a Submission is made by a team, the team must designate one individual member of the team as the Team leader. The Team leader shall be responsible for submitting the submission on behalf of the team, designating all members of the team with the submission and corresponding with the Sponsors when applicable. The Prize, if received, shall be shared by the team and no individual prizes will be awarded for each team member. If one (1) team member fails the eligibility requirements, then the team’s submission will be disqualified. In the event one (1) team member is ruled ineligible, the remaining eligible team member(s) may re-enter the Contest using a new and different submission provided the Entry Period is still open. If, at any time during the Contest, any team member elects to voluntarily end his or her participation in the Contest, the remaining team member(s) may continue on in his or her individual capacity using the team’s submission, provided that the remaining team member secures all necessary permissions and rights from the departing team member. Each team member shall be deemed to have jointly and severally made and entered into all of the representations, warranties and agreements contained herein and shall be jointly and severally obligated and bound thereby. Except as otherwise expressly set forth herein, all of the Sponsor’s rights pursuant to these Official Rules relate to and are exercisable against each team member. In the event a dispute between team members cannot be sufficiently resolved, Sponsors may disqualify the team in their sole discretion. In the event of a dispute where a given submission is deemed to have been submitted by two (2) or more separate Entrants or teams, without limiting Sponsors’ rights and remedies, the Entrant or team that first submitted the submission will be deemed the proper Entrant for this Contest. In the event of any dispute regarding the identity of an Entrant, the relevant submission will be deemed submitted by the email account holder use to enter the Contest. Void where prohibited by law.

3. **HOW TO ENTER:** To enter this Contest, first visit <https://acumosaichallenge.devpost.com> (“Website”) and create an account between May 31, 2018 and August 5, 2018. Once you create an account, complete the application and submit your entry, which will contain your AI software or technology, instruction manuals, other documentation, data, and all materials submitted for the Contest as defined in these official rules (the “Submission”) to enter the Contest between May 31, 2018 at 9:00 a.m. Pacific Time (“PT”) and August 5, 2018 at 11:45p.m. PT (the “Entry Period”) on the Acumos platform (the “Acumos Platform”) at <https://acumos-challenge.org>. Entrant must ensure that their submitted Submission meets the submission requirements set out below. Sponsors’ designated clock is the official time clock of the Contest. Submission application must include full and accurate contact information for Entrant (including all members of team if entering as a team), your AI application, test dataset, a written description of your Submission (“Written Description”) and a video of your prototype for your Submission (“Summary Video”). Each Submission must also comply with the Submission Guidelines (defined below) set forth below.

A submission may, in Sponsor’s sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Website and in these Official Rules. Those who do not follow all of the instructions, provide the required information in their Submission form, or abide by these Official Rules or other instructions of Sponsors may be

disqualified at Sponsors' sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsors' sole and absolute discretion. Submissions generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the physical property of Sponsors and will not be acknowledged or returned. Assurance of delivery of Submission is the sole responsibility of the Entrant.

In the event of a dispute as to the identity of any Entrant who submits a Submission, the Submission will be deemed submitted by the account holder of the email or other account (e.g., Facebook) from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by the entity responsible for assigning it (e.g., Yahoo). Winners may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsors' satisfaction, the Submission will be deemed ineligible. Sponsors and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid submissions. The Judges and/or Sponsors reserve the right to disqualify at any time, any Submission that they determine, in their sole and absolute discretion does not meet the requirements of the Official Rules or is inappropriate for any reason. Proof of submission does not constitute proof of receipt.

4. SUBMISSION GUIDELINES: In addition to the provisions set forth herein, each Submission must also comply with the following guidelines or will be subject to disqualification by the Sponsors, at their sole and absolute discretion ("Submission Guidelines"):
 - a. Entrants must submit their Submission via the Acumos AI Platform Challenge portal Website (<https://acumos-challenge.org>).
 - b. Submission should be new work, or substantially enhances an existing open source AI model.
 - c. Submission must include;
 - Submission source code
 - Written description of the Submission (must be in English)
 - Summary Video (Must be in English)
 - Sample dataset produced by the Submission
 - Sample application for testing the Submission
 - Documentation ("Documentation") explaining how to deploy the Submission, how to deploy the demonstration of the Submission, and all supporting toolkits and programming languages.
 - d. The Submission must be provided under Apache 2.0 license, and all source code that is included, linked or referenced in the Submission must be clearly attributed and licensed with a compatible open source license to the Apache 2.0 license. (For instructions on how to implement this, entrants can visit the guide contained at <https://wiki.acumos.org/display/AC/Dev+Challenge+2018>).

e. Documentation must be submitted under Creative Commons Attribution 4.0 International License (CC BY 4.0), Entrants can visit the guide contained at <https://wiki.acumos.org/display/AC/Dev+Challenge+2018> to learn more about this.

f. To the extent any contributed model includes data, any rights in such data shall be made available under the CDLA-Permissive 1.0 License.

g. The Summary Video must be no more than three (3) minutes long, and must demonstrate your Submission in action, include screenshots or video of your solution, and feature a minimum of one (1) voiceover from an Entrant team member. The Summary Video may be uploaded during submission as a .mp4 or .mov file or Entrant can share a Youtube or Vimeo link to their Summary Video.

h. The Submission must be submitted with the following information: Entrant's (including each team member's) full name, email address, and physical address.

i. Entrants must be able to attend the AT&T SPARK Conference taking place in San Francisco, California at the Palace of Fine Arts on September 10, 2018, (the "Conference").

In addition to the requirements set forth above, each Submission must comply with the following:

1. The Submission must not infringe the copyright, trademark, privacy right, or publicity right, nor misappropriate any trade secret of any third party person or entity.
 2. The Submission must not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise inappropriate or objectionable, as determined by the Judges and/or Sponsors, who may decide to disqualify Entrant in their sole and absolute discretion.
 3. The Submission, including any data submitted, must not contain any personally identifiable information of any person other than the Entrant. Should the Entrant include personally identifiable information about him/herself/themselves in the Submission, Entrant acknowledges and agrees that such information may be disclosed publicly with no expectation of privacy for such information and Entrant is solely responsible for any consequences thereof.
 4. The Submission must not contain any commercial content or logos of any entity other than Sponsors.
 5. Submissions must comply with these Official Rules and any Terms of Use posted on the Website and meet all specifications or requirements called for on the Site and other advertising for the Contest.
 6. The Submission must have been created after January 1, 2017.
5. **JUDGING:** After the conclusion of the Entry Period, all entries will be judged by a panel of expert ("Judges") based on the following judging criteria (the "Judging Criteria"), with each Judging Criteria equally weighted (20% each):
- a. **Novelty & Originality** – Models will be compared to others and judged based on inventiveness.

- b. Viability and Impact on Market – Judges will evaluate both the practicality of the solution and how significant an impact they will have.
- c. Difficulty of Technical Implementation – Judges will compare how much effort was done on the model compared to other Submissions.
- d. Best Supports Package Requirements and Intended Function—Model will be evaluated on how well the package supports required items (Classification, Data Transformer, Prediction, containing code that uses a modeling toolkit) and how well the solution meets target functions compared to other models.
- e. Performance – Models will be evaluated based on performance measures such as accuracy, speed, scalability and quality using known methods used to benchmark optimized models.

Based on the total score the Judges assign to each Submission using the Judging Criteria, three (3) finalist Submissions will be ultimately selected by the Judges and each Entrant who submitted a selected Submission will be a potential “finalist”, subject to confirmation that the potential finalist(s) have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsors will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the finalist(s).

6. JUDGING PROCESS:

- a. Initial Judging: All eligible Submissions submitted during the Entry Period will be judged by a panel of Judges who will evaluate and score the eligible Submissions based on the Judging Criteria. The three (3) highest scoring Submissions will advance to the Final Round (“Final Round”). Submissions selected to advance to the Final Round will be notified by email or telephone on or about August 20, 2018. Within seven (7) days of finalist notification, finalists must respond and confirm their participation and their availability to attend the Finals Round and must sign an Affidavit of Eligibility and Release of Publicity/Liability (“Affidavit and Release”) (unless prohibited by law). If Submission is submitted by a team, the team leader shall be responsible for obtaining all team members’ signatures on such Affidavit and Release. Failure to respond during this timeframe will forfeit the chance to participate in the Finals Round and Sponsors will select an alternate Finals Round finalist (the Submission with the next highest score) if time permits. If Submission is submitted by a team and any single team member fails to execute and return the required Affidavit and Release within this time period, said individual/team will be disqualified but the remaining team members who comply will still be eligible for their prize. However if team leader does not provide Sponsors with a signed Affidavit and Release (unless prohibited by law) within the seven (7) day period, Entrant will be disqualified and Sponsors will select the next highest scoring entrant for the Final Round, if time permits. The next round of the Contest will continue at the AT&T SPARK Conference as (described below).
- b. Final Round: The “Final Round” will be held in-person in front of an audience of AT&T SPARK Pass-holders who are in attendance at the Conference (“AT&T SPARK Pass Holders”) on September 10, 2018. All three (3) Final Round Entrants will pitch their Submission and be judged by a panel of Judges (“Final Round Judges”) who will evaluate and score the three Final Round entrants based on the Judging Criteria. The final score awarded by the Final Round Judges will determine the Grand Prize winner, which will be awarded to the highest scoring Finals Round finalist, (the “Grand Prize”).

The decision of the Sponsors with respect to the tallying of scores, and the invalidation or disqualification of any suspected scores, shall be in its sole discretion and final and binding. Failure to attend the Final Round will result in forfeiture of the chance to compete for the prize. Sponsors reserves the right to conduct the Final Round in accordance with such schedule as determined by Sponsors in its discretion. Failure to participate accordingly will result in forfeiture of the chance to compete for the prize.

Each Entrant and all the Submissions are subject to validation at any time by Sponsors and/or the Judges, whose decisions are final and binding in all respects. Entrants may be asked to sign additional documentation before being declared official winners.

7. AWARDS AND APPROXIMATE RETAIL VALUE:

FINALIST AWARDS:

Three (3) Finalists: The Three (3) Final Round finalists will receive Twenty-Five Thousand Dollars (\$25,000) each and a "Trip Prize" consisting of travel for up to two (2) team members on September 9, 2018 through September 11, 2018 to the Conference, including roundtrip, economy/coach airfare from a major commercial airport selected by Sponsors, in their sole discretion, two (2) nights' hotel accommodations at Hilton Union Square Hotel (one (1) room based on double occupancy), and \$400.00 in total cash for the Entrant/team to split, in its/their sole discretion for related expenses associated with the Trip Prize (the maximum retail value of \$2,000.00 per person; \$4,000.00 per team).

Actual retail value of Trip Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. All travel arrangements must be made through the Sponsors or Sponsors' designee. Certain restrictions and blackout dates may apply. The finalists must travel as and when designated by Sponsors or the Trip Prize may be forfeited, and an alternate winner selected based on the process set forth above.

The finalists must possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the finalists to provide proper documentation (including government issued picture identification). All aspects of the travel portions of the Trip Award must be conducted on such dates as determined by Sponsors in their sole and absolute discretion. The dates of departure and return are subject to change at Sponsors' sole and absolute discretion. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsors reserve the right to structure travel route and select hotels in its sole and absolute discretion. The finalists will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round-trip air transportation element for the Trip Prize begins and ends at the point of departure. The Trip Prize is subject to seat and hotel availability, as well as Sponsors' and prize providers' terms and conditions generally applicable thereto. If, in the judgment of Sponsors, air travel is not required due to winner's proximity to Trip Prize location, ground transportation will be substituted for roundtrip air travel at Sponsors' sole and absolute discretion. The difference in value will not be awarded to the finalists.

Sponsors shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize

providers or any other persons providing any Trip Prize -related services or accommodations. Sponsors are not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsors. Additional prize details and travel information to be provided to the finalists at the time of Trip Prize notification. Finalists are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsors have not and will not obtain or provide travel insurance or any other form of insurance. Finalist may be required to provide a credit card at the time of hotel check-in. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsors' transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the finalist's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the finalist's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the finalists.

CONFERENCE AWARDS:

One (1) Grand Prize: The winner of the Final Round will receive the Grand Prize, which will be \$25,000 in the form of a check (the "Grand Prize").

TOTAL ARV OF ALL AWARDS: \$112,000

In the event that a winning Submission was submitted by a team, the prize must be divided equally between team members. Sponsors are not responsible for any disputes among team members concerning the prize or prize components. Only the stated number of awards in these Official Rules will be awarded. All other expenses not specified herein are the responsibility of the winners. **ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE FINALISTS/WINNERS.** If an inadequate number of qualified winning Entries are received to prize the awards or some of the prizes, Sponsors reserve the right to: (a) not award any prize to any Submission; or (b) award fewer than the number of prizes stated above.

Awards are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsors' sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsors' sole and absolute discretion. Award details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsors are unable to provide a winner with his/her prize(s), the Sponsors may elect, to provide winners with the approximate value of such item in cash or prize an alternate prize of comparable or greater value. In the event a winner engage in behavior that (as determined by Sponsors or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsors reserve the right to terminate the right to receive a prize, including ending a trip (if applicable) or other applicable experience early. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Award winner(s) will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The ARV of the prize(s) is based on available information provided to Sponsors

and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsors with a valid social security number before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited.

8. **INTELLECTUAL PROPERTY MATTERS:** With the exception of the use of any of Sponsors' materials, the intellectual and industrial property rights to each Submission, including the application and source code, if any, will remain with the Entrants. Notwithstanding the foregoing, and as a condition of participation in the Contest, Entrant, upon submission of his/her/their Submission to the Contest, irrevocably grants to Sponsors, the Acumos Platform, and each of their licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Submission, and all images, videos, algorithm descriptions, text, source code, and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants or any third party, except for the awarding of the prize to the winner in this Contest. Sponsors, the Acumos Platform, and each of their successors, assigns and licensees, will have the right to make unlimited derivative works of Submissions, to assign or transfer any or all of Sponsors' granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Sponsors will have the right to use the Submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsors may request that the Entrant's Submission, and any rights therein, be assigned to Sponsors and Entrants may be required to confirm such assignment by completing and submitting the Affidavit and Release (and any other documents reasonably required by Sponsors) or such Entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsors free of any limitations, restrictions or third party obligations. Entrants agree that Sponsors shall have the sole discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission. Entrants agree that neither Sponsors, nor its agents, shall be responsible for return or preservation of the Submissions submitted. All Submissions that are posted on the Website or elsewhere are available to be viewed by anyone with access to the Internet. In addition, Entrants shall submit the Submission (including all source code and documentation) to the Linux Foundation under the Apache 2.0 license after the Sponsors have vetted the Submission for license and other technical concerns (such as the Submission being bug-free and virus-free) at its sole discretion. The Linux Foundation shall have all rights granted it under the Apache 2.0 license to exploit such Submission for the benefit of the Linux Foundation members.
9. **CONDITIONS OF PARTICIPATION:** Sponsors reserve the right to substitute an prize for an item of equal or greater value in the event all or part of an prize becomes unavailable. Prizes are awarded without warranty of any kind from Sponsors, express or implied, without limitation,

except where this would be contrary to federal, state, or local laws or regulations. A Submission into this Contest deems that Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsors, which are final and binding on all matters pertaining to this Contest. Return of any prize/prize notification may result in disqualification and selection of an alternate finalist, finalist or winner, as applicable and if time permits. Potential finalists, finalists and prize winners may be required to sign and return an Affidavit and Release at any time thereafter (as requested by Sponsors) as a condition to receiving the prize. Failure to comply with this requirement may result in disqualification and potential selection of an alternate winner. Sponsors may document and film the Final Round and Entrants' participation therein by any means, including by taking photographs, video/film recordings, and/or sound recordings. By participating, each Entrant consents to such activities and grants Sponsors and their agencies permission to use, in perpetuity and by any means, the results of such activities for Sponsors' advertising and promotional purposes without additional compensation, unless prohibited by law. Entrant's participation and services in connection with such activities shall be deemed a work-made-for-hire for Sponsors, as such term is understood in copyright law. In addition, acceptance of any prize constitutes permission for, and winners' consent to, Sponsors and their agencies, and their respective successors, assigns and licensees, to use a winner's name, photograph, biographical information and/or likeness and Submission in any all forms of media and by any and all means (now and hereafter known), throughout the world, in perpetuity, for any purpose, including, without limitation, for advertising and promotional purposes, without any obligation, notice or additional compensation, unless prohibited by law. To the extent permitted by law, Entrants agree to hold Sponsors, their parents, subsidiaries, agents, directors, officers, employees, representatives and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Contest (including, without limitation, participation in the Final Round, any rehearsals, any related travel/lodging), and/or use or acceptance of any prize won. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. An Entrant may be prohibited from participating in this Contest if, in the Sponsors' sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, the Sponsors or associated agencies. If Entrant is a team, and Sponsors determine, in their sole discretion, that any single team member has attempted to undermine the legitimate operation of this Contest, all members of such team may be disqualified, as determined within Sponsors' sole discretion. Due to the unique nature and scope of this Contest, Sponsors reserve the right to alter or modify these Official Rules at any time. In the event Sponsors are prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsors' control (each a "Force Majeure" event or occurrence) Sponsors shall have the right to modify, suspend or terminate the Contest. Sponsors additionally reserve the right, in their sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsors' control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any Entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. The Released Parties (defined below) are not responsible for any changes or unavailability of the social media platform or Website used for purposes of administering this

Contest that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsors' ability to use the social media platform or Website for the Contest as set forth herein that are not acceptable to Sponsors) or ability of Entrant to timely enter, receive notices or communicate with Sponsors via the social media platform or website, in which case Sponsors, in their sole discretion, may terminate or modify the Contest. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS, AND ADMINISTRATOR IF APPLICABLE, RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE TEXAS COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THESE COURTS.

10. ARBITRATION/DISPUTE RESOLUTION:

10.1 By entering this Contest, you and Sponsors agree to arbitrate all disputes and claims arising out of or relating to this Contest, whether directly or indirectly. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory
- (b) claims that arose before submission into the Contest (including, but not limited to, claims relating to advertising);
- (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- (d) claims that may arise after the termination of the Entry Period.

For purposes of this Section 10 only, references to "Sponsors," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of these Official Rules. Notwithstanding the foregoing, either party may bring an individual action in small claims court. In addition, either party may arbitrate in accordance with the terms of any other arbitration agreement between us; this arbitration agreement does not supersede other such agreements. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission or any state agency that regulates Contest. Such agencies can, if the law allows, seek relief against us on your behalf, you agree that, by entering this Contest, you and Sponsors are each waiving the right to a trial by jury or to participate in a class action. These Official Rules evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Official Rules.

10.2 A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsors should be addressed to: Office

of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Sponsors and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Sponsors may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsors or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsors are entitled. You may download or copy a form Notice and a form to initiate arbitration at <http://www.att.com/arbitration-forms>.

10.3 After Sponsors receive notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If you are unable to pay this fee, Sponsors will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Official Rules, and will be administered by the AAA. The AAA Rules are available online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at <http://www.att.com/arbitration-information>.) The arbitrator is bound by the terms of these Official Rules. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Sponsors and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the prize is based. Except as otherwise provided for herein, Sponsors will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Sponsors for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

10.4 If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an prize that is greater than the value of Sponsors' last written settlement offer made before an arbitrator was selected, then Sponsors will:

- (a) pay you the amount of the prize or \$10,000 ("the alternative payment"), whichever is greater; and
- (b) pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably

accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Sponsors did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

10.5 The right to attorneys' fees and expenses discussed in paragraph 10.4 supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Sponsors may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Sponsors agrees that they will not seek such an award.

10.6 The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND SPONSORS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

10.7 Notwithstanding any provision in these Official Rules to the contrary, we agree that if Sponsors makes any future change to this arbitration provision (other than a change to the Notice Address) while these Official Rules are in effect, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

11. **ELIMINATION:** Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the immediate elimination of the Entrant from the Contest. If Entrant is a team, and any single team member provides such false information, Sponsors reserve the right to disqualify the entire team. Sponsors further reserve the right at any time, including after announcement of winners to disqualify any Submission that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.
12. **WARRANTY AND INDEMNITY:** Entrants certify that they have the right to submit the Submission in the Contest and that they will abide by the Official rules and that the Submission will not violate any applicable law. To the maximum extent permitted by law,

each Entrant agrees to release, discharge and hold harmless Sponsors, the Acumos Platform, and each of their respective directors, officers, employees, agents, successors and assigns (“Released Parties”), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrant’s participation in the Contest and/or related to any prize (including, without limitation, losses, damages or injuries to Entrant’s or any other person’s equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, Entrant agrees that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prize(s), including, without limitation, to any prize’s quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations (“Suppliers”) as a part of the prize(s) provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest. Sponsors are not responsible for the actions of Entrants in connection with the Contest, including Entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified Sponsors at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Sponsors will or may become liable by reason of or related or incidental to any act, default or omission by an Entrant under these Official Rules including without limitation, resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by an Entrant.

13. **SIMILAR MATERIALS:** Contestants acknowledge that Sponsors engage, have engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, educational, artistic and other material (collectively, the “Materials”), including without limitation Materials that are similar or identical to the Submission, particularly given the open source nature of the Submission. Contestants also acknowledge that other persons, including employees of Sponsors, may previously have originated and may hereafter originate Materials that are similar or identical to the Submission. Contestants agree that they will not be entitled to any compensation because of the use by Sponsors of any such similar or identical material. Without limitation of the foregoing, Sponsors may use, without any payment or other obligation whatsoever to any contestant, any part of the Materials, and any idea or concept contained therein, that: (a) is

similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by Sponsors before or at the time of entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its Submission to Sponsors or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a Submission or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by Sponsors or any third party. Contestants agree that Sponsors' development, preparation, production, acquisition, dissemination and/or exploitation of Materials similar or identical to the Submission or containing features, ideas, material and/or elements similar to or identical with those contained in Submission shall not entitle any contestant or team to any compensation or other right or remedy. As an inducement to Sponsors to accept each Submission for entry into the contest, contestants hereby waive any claim or right of action against Sponsor or its successors in connection with the Sponsors' use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a Submission or contain any features, ideas, material and/or elements that are similar or identical to those contained in a Submission. Acceptance by Sponsors of a Submission is not an admission by Sponsors of the novelty or originality of the Submission.

14. **INTERNET:** Sponsors are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission of the Submission, the Website, or the Acumos Platform. Sponsors are not responsible for theft or destruction or unauthorized access to or alterations of Submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsors are not responsible for inaccurate transmissions of or failure to receive Submission information by Sponsors on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Sponsors. If for any reason the registration process of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsors reserve the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsors further reserve the right to disqualify any individual who tampers with the registration process.
15. **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
16. **WINNERS' LIST:** For winners' names, visit <https://developer.att.com/blog> on or about September 12, 2018, which shall be available for a period of up to sixty (60) days.
17. **SPONSORS:** The sponsors of this Contest is AT&T Services, Inc, 208 S. Akard Street, Dallas, Texas 75202. and Tech Mahindra Limited.
18. **NO OBLIGATION TO USE:** Sponsors shall have no obligation (express or implied) to use any or to otherwise exploit any submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsors may at any time abandon the use of the submission for any

reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

19. **DATES & DEADLINES / ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsors reserve the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsors cannot accurately predict the number of Entrants who will participate in the Contest.
20. **FURTHER DOCUMENTATION:** If Sponsors shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsors may reasonably require in order to effectuate the purposes and intents of these Official Rules, then Entrant agrees to sign the same upon Sponsor's request therefor.
21. **PRIVACY / INFORMATION SUBMITTED:** As a condition of entering the Contest, Entrant gives consent for Sponsors to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information Entrant provides to Sponsors may be used to communicate with Entrant in relation to this Contest or on a Contest winner's list. Information submitted in connection with the Contest will be treated in accordance with this policy or other the Website's Privacy Policy in the sole discretion of the Sponsors. Among the uses of information provided by Entrants, the Sponsors anticipate using such information to make for example: announcements of winners, a listing of submissions, blogs, public releases, publish the submissions to the Acumos Marketplace, attribution of authors as submitters of models and/or data, featuring the Entrants in marketing materials.
22. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit and Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit and Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsors' failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

Short Rules:

NO PURCHASE NECESSARY. Open to legal residents of the 50 United States, DC, Puerto Rico who are at least 18 and have reached age of majority where they reside at time of submission. Begins May 31, 2018 at 9:00 a.m. PT and ends August 5, 2018 at 11:45 p.m. PT. Subject to Official Rules, available at <https://developer.att.com/static-assets/documents/spark/ACUMOS-AI-CHALLENGE-Official-Rules.pdf>. Void where prohibited. Sponsor: AT&T Services, Inc 208 S. Akard Street, Dallas, Texas 75202.