

# Submission Terms & Conditions

Student Showcase Competition 2022

**VOID WHERE PROHIBITED. NO PURCHASE NECESSARY. ENTRY IN THE SHOWCASE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS.**

## Overview

- 1) The Dataiku Student Showcase Competition 2022 (“Showcase”) is sponsored and administered by Dataiku Inc. (“Dataiku”), a Delaware corporation, with a principal place of business at 902 Broadway, Floor 8, New York, NY 10010.
- 2) **Void where prohibited. Participation is free of charge and no purchase is necessary.**
- 3) In order to enter the Showcase, each entrant (an “Entrant” or “you”) must agree to these Terms & Conditions (“Terms”). Therefore, please read these Terms prior to entry to ensure that you understand and agree. You hereby agree that you meet the eligibility requirements set forth in these Terms. Submission of a project in the Showcase constitutes an Entrant’s agreement to these Terms and an Entrant may not submit a project and is not eligible to receive any prizes in connection with the Showcase unless these Terms are agreed to. These Terms form a binding legal agreement between the Entrant and Dataiku with respect to the Showcase.

## Eligibility

- 4) The Showcase is open to Entrants who are (1) at least eighteen (18) years of age, (2) a resident of a province of Canada (other than Quebec), one of the fifty United States or the District of Columbia, the United Kingdom, France, Germany or such other jurisdictions as may be considered by Dataiku from time to time in its sole discretion (the “Eligible Jurisdictions”) and (3) a student registered and enrolled in an accredited post secondary college/university located in an Eligible Jurisdiction. **Dataiku’s determination of eligibility is final and may be made at any time. This Showcase is void in any jurisdiction where it is prohibited by law.** Employees, interns, contractors and official office-holders of Dataiku or its affiliates and any of their respective directors, officers, employees, representatives and agents and anyone who is otherwise directly connected with the judging of the Showcase, and members of the foregoing person(s) immediate families (regardless of where they live) and members of the households (whether related or not) of such persons are ineligible to participate in the Showcase.
- 5) Entrants may submit a project in the Showcase as an individual student or as a team.
- 6) The submission window starts February 17, 2022 at 9:00 am ET and closes on May 13, 2022, at 6:00 pm ET (the “Showcase Period”). All dates and times are subject to change by Dataiku, and Dataiku reserves the right to extend the submission deadline for any reason in its sole discretion.

## How to Enter

- 7) **NO PURCHASE NECESSARY.** To enter the Showcase, visit the Showcase website located at <https://community.dataiku.com/t5/Community-Programs/ct-p/Programs> during the Showcase Period and register for the Dataiku Community. Once registered, you must sign in and follow the instructions that appear on the "submit your project tab". You will be requested to

complete the online form and upload your project details. Once your information is submitted, you will be asked to confirm your submission.

- 8) In addition to the above, the project and any accompanying statements or presentations must meet the following criteria:
- a) The project must be submitted in English.
  - b) The project must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Showcase.
  - c) The project must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, provincial or local laws and regulation including the laws or regulations in any state where the project is created.
  - d) The project must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark, representation of characters indicating a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Showcase, as determined by Dataiku, in its sole discretion.
  - e) The project must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
  - f) The project cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
  - g) The project is not the subject of any actual or threatened litigation or claim.
  - h) The Entrant does not include any disparaging remarks relating to Dataiku or a third party.
- 9) During the Showcase Period, Dataiku, its agents and/or the Showcase judges will be evaluating the projects and any supporting statements or presentations to ensure that they meet the foregoing requirements. Dataiku reserves the right, in its sole discretion, to disqualify any Entrant who submits a project and any supporting statements or presentations that do not meet the foregoing requirements. Incomplete entries or entries not complying with these Terms are subject to disqualification.

### **Winner Determination**

- 10) All projects and Entrants will be screened to ensure that they meet the eligibility criteria and compliance with these Terms.
- 11) Each project will be evaluated by a panel of qualified judges, including Dataiku executives and industry experts, based on the following criteria: relevancy, innovation of the use case developed with Dataiku, originality, and value created for the project and/or broader organization. Submissions will be scored using the following categories and weight: Outcomes and Impact - 40%, Use of Dataiku DSS - 40%, and Composition/Presentation - 20%.
- 12) Projects will be divided into two divisions for judging: (a) an "Individual division" for projects developed by one Entrant; and (b) a "Group division" for projects developed by two or more Entrants. One winner will be selected from the Individual division and one winner will be selected from the Group division. In the event of a tie, the judges will re-evaluate the tied projects according to the criteria until the tie is broken. The tied projects will be put up for a re-vote amongst the judges at the respective level until the tie is broken. Determinations of

judges are final and binding. If a potential winner is unable for whatever reason to accept their prize, then Dataiku reserves the right to award the prize to another Entrant.

- 13) The winners from each division will be notified by June 30, 2022 and will be publicly announced on the Dataiku Community and/or Webpage after final notification of the winners. If a potential winner does not promptly respond to the notification attempt within three (3) days from the first notification attempt, then such potential finalist/winner may be disqualified and an alternate potential finalist/winner will be selected from among all eligible entries received based on the judging criteria described herein. Except where prohibited by law, each potential winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Dataiku.

### **Prizes**

- 14) All eligible Entrants will be offered symbolic Dataiku swag (retail value approximately \$45), which they can decline at their discretion for any reasons.
- 15) The winning Entrants in each of the Individual and Group divisions will:
- a) be invited to present their project to members of the Dataiku Executive Team, Dataiku Corporate Customers and Dataiku Partners (no retail value);
  - b) be featured in a dedicated post on Dataiku's blog and Dataiku social media in the summer of 2022 (no retail value);
  - c) receive an exclusive digital certificate to share the project on social media platforms (no retail value); and
  - d) receive special Dataiku swag (retail value approximately \$75, which can be declined at their discretion for any reasons).
- 16) The winning Entrant(s) (a) in the Group division will be awarded a Visa Gift Card valued at \$1,000 (US) to share equally among the winning team; and (b) in the Individual division will be awarded a Visa Gift Card valued at \$500 (US). Such Visa Gift Cards are subject to terms and conditions set by the applicable card provider (the "Card T&Cs"). It is the winning Entrants' responsibility to read the Card T&Cs. Use of the Visa Gift Card shall constitute acceptance of the Card T&Cs. Dataiku maintains the right to cancel the Visa Gift Card in its sole discretion where it deems necessary to comply with applicable laws. The value of the Visa Gift Card is redeemable in accordance with the Card T&Cs and can't be exchanged for cash. Entrants are solely responsible for the safekeeping and security of their Visa Gift Card following delivery. If the Visa Gift Card is lost or stolen, Dataiku is unable to replace or reimburse the remaining balance and cannot be held responsible for any unauthorized use or for any balance lost on the Visa Gift Card.
- 17) Dataiku has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, their quality, mechanical condition, merchantability, or fitness for a particular purpose.

### **Taxes, Applicable Laws, General Conditions**

- 18) AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO DATAIKU ALL DOCUMENTATION REQUESTED BY DATAIKU TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, PROVINCIAL AND LOCAL TAX REPORTING ALL PRIZES WILL BE NET OF ANY TAXES DATAIKU IS REQUIRED BY LAW TO WITHHOLD. TO THE

EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit tax documentation requested by Dataiku or otherwise required by applicable law, to Dataiku or a representative for Dataiku or the relevant tax authority, all as determined by applicable law. The potential winner and finalists are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Dataiku may, in its sole discretion, select an alternate potential winner.

- 19) All applicable federal, state, provincial and local laws and regulations apply. Dataiku reserves the right to disqualify any Entrant from the Showcase if, in Dataiku's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Showcase by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Dataiku, or the judges.

### **Intellectual Property Rights and Publicity**

- 20) Dataiku retains all rights in Dataiku products and services (including DSS) and entry into this Showcase will in no case serve to transfer any Dataiku intellectual property rights to the Entrant. Entrants agree to grant Dataiku: (1) the irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, create derivative works or otherwise exploit all submitted materials (including but not limited to the project, blogs/journals, and presentations), for commercial or non-commercial use; and (2) permission to use his or her name, photograph, likeness, project, biographical information, and city and state address for marketing, publicity and promotional purposes in all media, including but not limited to Dataiku's websites and social media accounts in perpetuity, without compensation and agree to execute specific consent to such use upon request if required in addition to the terms of these Terms.

### **Warranty and Indemnity**

- 21) By submitting a project, Entrants warrant that their projects are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted project and that they have the right to submit the project in the Showcase. Each Entrant agrees not to submit any project or materials that: (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates applicable state, federal, provincial or local law.
- 22) To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Dataiku at all times from and against any liability, claims, demands, losses, damages, costs and expenses (including reasonable attorneys fees) resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any project or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any

misrepresentation made by Entrant in connection with the Showcase; (iii) any non-compliance by Entrant with these Terms; (iv) claims brought by persons or entities other than the parties to these Terms arising from or related to Entrant's involvement with the Showcase; (v) acceptance, possession, misuse or use of any prize or participation in any Showcase-related activity or participation in the Showcase; (vi) any malfunction or other problem with the Showcase website in relation to the entry and participation in the Showcase by Entrant; (vii) any error in the collection, processing, or retention of entry information in relation to the project and participation in the Showcase by Entrant; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Showcase by Entrant.

### **General Terms and Conditions**

- 23) Dataiku is not responsible for any malfunction of the entire Showcase Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed projects due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Showcase Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's ability to participate. Dataiku is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Showcase. Dataiku's failure to enforce any term of these Terms will not constitute a waiver of that or any other provision. Dataiku reserves the right to disqualify Entrants who violate the rules or interfere with this Showcase in any manner. If an Entrant is disqualified, Dataiku reserves the right to terminate that Entrant's eligibility to participate in the Showcase.
- 24) Dataiku reserves the right to cancel, terminate, suspend or modify the Showcase and these Terms at any time, without notice, and for any reason. Dataiku reserves the right to change or cancel an award at any time and make other adjustments to the Showcase as needed to accommodate particular circumstances.
- 25) Dataiku makes no representations or warranties regarding the Showcase or these Terms and disclaims all implied warranties.
- 26) Under no circumstances shall the submission of a project into the Showcase, the awarding of a prize, or anything in these Terms be construed as an offer or contract of employment with Dataiku or its affiliates. Entrants acknowledge that they submitted their project voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Dataiku or its affiliates and that no such relationship is established by Entrant's submission of a project under these Terms.
- 27) Dataiku reserves the right to exclude any entries at its complete discretion, including any entries the Sponsor believes to be fraudulent, based on misconduct or not in accordance with these Terms.
- 28) By submitting, Entrants agree to the [Dataiku Terms of Service](#) and [Privacy Policy](#).
- 29) All Entrants acknowledge that this Showcase is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or LinkedIn.
- 30) For Entrants residing in the United States, these terms and conditions are governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law rules and

the exclusive jurisdiction of the state and federal courts of the State of New York. For Entrants residing in Canada (other than Quebec), these terms and conditions are governed by the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules and the exclusive jurisdiction of the courts of the Province of Ontario. For all other Entrants, the governing law of these Terms and the exclusive jurisdiction of courts will be the laws and the courts of the particular Eligible Jurisdiction in which the Entrant is resident.

- 31) If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Showcase are hereby excluded, and Entrants expressly waive any and all such rights.