

# **KINGLAND MACHINE LEARNING COMPETITION 2019**

## **OFFICIAL RULES**

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**NO PURCHASE IS NECESSARY TO ENTER OR WIN THE CONTEST**

**A PURCHASE OR PAYMENT WILL NOT IMPACT  
AN ENTRANT'S OPPORTUNITY TO WIN**

**VOID WHERE PROHIBITED BY LAW**

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### **1. Contest Entry Period.**

The sign-up period for the Kingland Machine Learning Competition 2019 (the "Contest") begins on September 18, 2018 at 12:00 AM Central Time ("CT") and ends on December 15, 2018 at 11:59 PM CT (the "Entry Period"). You may enter the Contest by submitting an online form to participate available at <https://info.kingland.com/machine-learning-competition> before the end of the Entry Period. Additional details regarding the problem (the "Problem Guideline") will be sent to all Contestants by December 21, 2018. All submissions must be received by February 15, 2019 (the "Submission Deadline").

### **2. Sponsor.**

The sponsor of this Contest is Kingland Systems Corporation, 1401 6<sup>th</sup> Avenue South, Clear Lake, Iowa 50428 ("Kingland" or "Sponsor").

### **3. Eligibility.**

The Contest is open to all currently-enrolled undergraduate and graduate students at Iowa State University of Science and Technology who are at least 18 years of age by the Submission Deadline and to former Kingland interns who are at least 18 years of age by the Submission Deadline. Entrants may enter the Contest individually or as a group (each individual is referred to herein as an "Entrant," and each individual or group that submits a submission is referred to as the "Contestant"). There is no limit on the number of individuals who can be in a group. All members of a group must meet the eligibility criteria. Any individual or group that does not meet the eligibility criteria will be disqualified. This Contest is void in Puerto Rico, the United States Territories and Possessions, and elsewhere where prohibited or restricted by law. Entrants must have access to the Internet to participate in this Contest. Employees of Sponsors, with the exception of interns, and their immediate family (spouse, parents, siblings, and children) and household members of each such employee are ineligible to enter. The Contest is subject to all applicable federal, state, municipal, and local laws and regulations. No purchase is necessary to enter or win the Contest.

#### **4. Agreement to Official Rules.**

Participation in this Contest constitutes the Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. Being selected as a winner is contingent upon fulfilling all requirements set forth herein. These Official Rules form a binding legal agreement between the Entrant and the Sponsor with respect to the Contest.

#### **5. Entry Guidelines and General Entry Terms.**

The Contest will focus on a solution for anaphora in linguistics. Contestants will be required to submit a solution that provides a package of programming language code and corresponding documentation and diagrams explaining the Contestant's overall solution (the "Submission"). Sponsor may remove a Contestant's Submission and disqualify a contest from the Contest if Sponsor believes, in its sole and absolute discretion, that a Submission fails to conform to these Official Rules. If Sponsor rejects any Submission, in its sole and absolute discretion, such Submission will not be considered a valid Submission.

Each Submission shall include all of the requirements set forth in the Problem Guideline.

Each Submission:

- Must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights;
- Must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
- Must be the original work of the Contestant;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous, as determined in the sole discretion of Sponsor;
- Must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the Submission is created; and
- Must be in English.
- Must not exceed 10 MB.

Each eligible Contestant may submit one qualifying Submission prior to the Submission Deadline. An Entrant may not submit a Submission individual and as part of a group. A

qualifying Submission is defined as a Submission that complies with and has been submitted in accordance with the Problem Guideline and these Official Rules.

Each Submission shall become the intellectual property of Sponsor upon entry of the Submission. By entering, Entrants hereby transfer, assign and otherwise convey all right, title and interest in and to intellectual property and related rights in the Submission exclusively to Sponsor. By entering this Contest, each Entrant grants Sponsor the right to use (or not use) each Entrants name, likeness, photograph, Submission and/or statements in this Contest in any and all media for any purpose without limitation, worldwide and throughout perpetuity, without additional compensation, notice to, or approval from, Entrant or any other party. Each Entrant understands and agrees that although he/she has granted Sponsor the right to use his/her Submission as stated herein, Sponsor, in its sole discretion, may elect not to so use any such Submission.

**EACH ENTRANT REPRESENTS, UNDERSTANDS, AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY IN EXCHANGE FOR GRANTING SPONSORS THESE RIGHTS OR FOR ANY SUBSEQUENT USE OF ANY SUBMISSION BY SPONSORS.**

Each Entrant waives all privacy and publicity rights or other legal or moral rights that may limit or preclude Sponsor's use of the respective Submission and agrees not to sue or assert any claim against Sponsor arising out of or connected to the use of the Submission. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the rights Entrant is granting to use the Submission. Sponsor is not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions -- all of which will be void.

## **6. Judging and Judging Criteria.**

The Submissions will be judged by a panel of judges selected by Sponsor. The winning Submission will be determined based on the following criteria:

- ability for the solution to execute against test examples; [**40 %**]
- elegance in design, considering flexibility, performance and maintainability; [**20 %**]
- completeness of programming language code comments; [**20 %**] and
- thoroughness of accompanying documentation and diagrams that explain the code and solution [**20 %**].

The panel of judges shall determine three (3) winners, in ranked order (the "Winners").

In the event of a tie, the highest score on "ability for the solution to execute against test examples" will be used to break any ties. Determinations of the panel of judges are final and binding.

## **7. Notification of Winners.**

On or about March 15, 2019 the potential Winners will be notified in rank order. In order to accept the Grand Prize and be announced as a Winner, each potential Winner will be required to sign an agreement assigning all intellectual property rights in and to the Submission to Sponsor (the "Assignment"). The Assignment must be returned to Sponsor and received by Sponsor no later than five (5) calendar days from the date that the Assignment is sent to the potential Winner or the potential Winner will forfeit and an alternate potential Winner will be selected. If the potential Winner fails to sign and return the Assignment within the required time period, the potential Winner forfeits and the Contestant with the next-highest score (subject to tie breakers) will be selected as an alternate potential Winner.

## **8. Prizes.**

There will be three (3) prize Winners in this Contest: one First Place Winner; one Second Place Winner, and one Third Place Winner. The Winners will receive the following prizes:

- First Place Winner - \$2,500
- Second Place Winner - \$1,000
- Third Place Winner - \$500

For group Contestants, prizes will be divided equally among the group members. The total retail value of all prizes is \$4,000.

The odds of winning depend on the number of Contestants and the quality of the Submissions submitted.

## **9. Taxes and Other Expenses.**

The potential Winners and Winners are subject to the express requirement that they submit to Sponsor all documentation requested by Sponsor to permit Sponsor to comply with all applicable US, State, and local tax reporting and withholding requirements. Each Winner is solely responsible for all federal, state and local taxes imposed on the acceptance of a prize. Sponsor is not responsible for any taxes imposed on the acceptance of a prize.

## **10. Privacy.**

Any personally identifiable information collected during an Entrant's participation in the Contest will be collected by Sponsor or its agents and used by Sponsor or its agents for the purposes of the proper administration and fulfillment of the Contest as described in these Official Rules.

## **11. Warranty and Indemnity.**

Contestants and Entrants warrant that their Submission is original and that each Contestant/Entrant is the sole and exclusive owner and rights holder of the submitted Submission and that the Contestant/Entrant has the right to submit the Submission in the Contest. Each Contestant and Entrant agrees not to submit any Submission 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, patent, trade secret or confidentiality obligations; or (2) otherwise violates applicable U.S. law. To the maximum extent permitted by law, each Entrant on behalf of him/herself indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant, or breach of any warranty set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless Sponsor, and each of its respective affiliates, directors, officers, employees and agents 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: (a) any material uploaded or otherwise provided by the 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, or (b) any misrepresentation made by the Entrant in connection with the Contest.

Each Entrant further agrees to release and hold harmless Sponsor from any and all claims that any subsequent activity by or on behalf of Sponsor related to the Submission infringes Entrant's rights with regard to any Submission. Any Submission that does not comply with these Official Rules or that otherwise contains prohibited or inappropriate content as determined by Sponsor, in its sole and absolute discretion, will be disqualified.

## **12. Not an Offer or Contract of Employment.**

Under no circumstances shall the entry of a Submission into the Contest, the awarding of a prize, or anything in these Official Rules be construed as an offer or contract for employment with Sponsor.

## **13. Winners List.**

To obtain a copy of these Official Rules or for notification of the Winners, send an email to [Shele.Blum@Kingland.com](mailto:Shele.Blum@Kingland.com) or send a self-addressed stamped envelope to: Kingland Systems Corporation, 2420 Lincoln Way, Ames, Iowa 50014. Requests for a winners list must be received by June 15, 2019.

#### **14. Limitation of Liability.**

Sponsor is not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, printing, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Sponsor is not responsible for any injury, including death, or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize. If, for any reason, a Submission is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Submission into the Contest, the Contestant's sole remedy is to submit another Submission into the Contest. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of Winners, in a manner it deems fair and reasonable including the selection of Winners from among eligible Submissions received prior to such cancellation, termination, modification or suspension.

In no event will more prizes be awarded than are stated in these Official Rules.

Sponsor shall not be responsible or liable for Submissions that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Submissions that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such Submissions will be disqualified.

IN NO EVENT WILL SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF A ENTRANT'S ACCESS TO AND USE OF THE SPONSOR'S WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM [HTTPS://INFO.KINGLAND.COM/MACHINE-LEARNING-COMPETITION](https://info.kingland.com/machine-learning-competition) OR ANY OTHER WEB SITE ASSOCIATED WITH THIS CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON SPONSOR'S WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR

EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ENTRANTS SHOULD CHECK THEIR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

By entering the Contest, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against Sponsor in connection with the Contest; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless Sponsor from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the Contestant's Submission, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize, (e) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of Sponsor's website or any website associated with the Contest or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by Sponsor or by an Entrant, (j) interruption or inability to access the Contest, Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of Sponsor, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) the

collection, use and/or sharing of Entrant's personally identifiable information by Sponsor or its designees or (q) the negligence or willful misconduct by Entrant.

## **15. Disputes.**

The contest is governed by, and will be construed in accordance with, the laws of the State of Iowa, without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of Iowa. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In any cause of action, Sponsor shall not be liable for attorneys' fees and/or experts' fees and costs.

## **16. General.**

All federal, state and local laws and regulations apply. Sponsor reserves the right, to disqualify any Entrant found, in its sole opinion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. All Submissions and/or materials submitted become the property of Sponsor and will not be returned. Void in all jurisdictions except those specifically included herein, in Puerto Rico and wherever restricted or prohibited by law. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any contest materials (including the Problem Guideline), the details of the Contest as set forth in these Official Rules shall prevail. Contestants are responsible for determining the corresponding time zone in their respective locations.