# GOOGLE CODE-IN 2019 PARENTAL CONSENT (Contestant)

## **INSTRUCTIONS FOR PARENT OR LEGAL GUARDIAN**

This Parental Consent form must be filled out by a parent or legal guardian of the contestant. Improperly filled out forms will result in the contestant being ineligible to participate.

There are three ways to fill out this form. You only need to pick one:

- 1. Print out this entire document, fill it out, and sign it on Page 2. Scan or photograph <u>all</u> 10 pages of the form and have the contestant upload via the contest website. If there is more than one file, combine them into a zip archive for upload.
- 2. If your PDF viewer supports filling in forms, you may fill in the fields on Page 2, print it to a PDF to save the filled in content, and then have the contestant upload the file via the contest website. Please verify that the generated PDF contains your completed information.
- 3. This form may also be filled out online. Ask the contestant to send you the link provided on the contest website.

For any questions about filling out this form, please email gci-support@google.com.

FORM BEGINS ON NEXT PAGE

# GOOGLE CODE-IN 2019 PARENTAL CONSENT (Contestant)

This Parental Consent and Waiver and Release ("**Agreement**") is between Google LLC ("**Google**") and you, as parent or legal guardian of the child named below who would like to be eligible to participate in the Google Code-in 2019 Contest ("**Contest**") which is described in the Contest Rules below.

Your child will not be eligible to participate in this Contest unless you complete this form.

#### YOUR CONSENT AND AGREEMENT

- 1. You warrant that your child is eligible to participate in the Contest under the Contest Rules below, including that your child is over the age of 13.
- 2. You understand and permit your child to participate in the Contest and you and your child agree to be bound by the Contest Rules.
- 3. If your child is selected as a Grand Prize Winner, you understand that your child, accompanied by one parent or legal guardian, will be invited to travel to Mountain View, California, on or about June 15, 2020 subject to the Contest Rules. You acknowledge that you have (or will procure if your child is selected as Grand Prize Winner) a medical insurance policy and that such insurance will be your primary source of payment should medical treatment be necessary as a result of you (or other parent/guardian) and your child's participation in the trip.
- 4. Grand Prize Winners and their accompanying parent will be asked to complete separate forms and provide additional documentation sixty (60) days prior to the first day of the Grand Prize Winner's Trip.
- 5. YOU HEREBY WAIVE AND RELEASE, and forever discharge Google and its agents, promoters, employees , officers, directors, affiliates, successors, and assigns, of and from any and all claims, demands, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that you or your child ever had or may have, arising from or in any way related to you and your child's participation in the Contest or a prize.
- 6. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between you and Google relating to the Contest. This Agreement will continue in full force and effect after the Contest ends. Any modifications to this Agreement must be agreed by both you and Google in writing and expressly state that it is amending this Agreement.
- 7. By signing below, you acknowledge that (i) you have read, understand and fully agree to the terms of this Agreement; and (ii) you understand and confirm that by signing this Agreement you have given up considerable future legal rights.

#### **PRIVACY**

a. Google will process the personal information provided during registration and in any subsequent communications to administer the Contest (including verifying eligibility to participate in the Contest, running the program, sending notifications regarding the Contest, and delivering prizes). If

- a Grand Prize Winner asks us to do so, we may provide a Google referral, or recommendations to schools, employers or other third parties.
- b. Google will also use aggregated, non-personally identifiable information for statistical purposes.
- c. The username that contestants create during registration will be displayed publicly on the Contest Website and any archives of the Contest Website, and will be shared with Organizations for the purpose of communicating with the students to answer their questions and reviewing their work. Contestants are strongly advised not to use their real name as their username.
- d. Parents are responsible for supervising their children's submissions to the Contest and interactions with Organizations.
- e. The personal information provided during registration and in any subsequent communications will also be processed by Google's authorized service providers for the purpose of delivering prizes to winners as well as for booking travel and accommodation for the Grand Prize Winner's Trip, based on Google's instructions and in compliance with Google's <a href="Privacy Policy">Privacy Policy</a> and any other appropriate confidentiality and security measures.
- f. Contestants can access, update, remove and restrict the processing of their personal information in their Contest profile during the Contest Period. If you would like to edit such information after the Contest Period, object to the processing of the information, or export it to another service, or if you're a parent, you may write to Google (Attention: Open Source Programs Office) at the address listed in Section 1.1 of the Contest Rules or email gci-support@google.com.
- g. Grand Prize Winners and Finalists will have their first name and last name as provided during registration listed on the Google Code-in Contest Website, Archive, and Google Open Source Blog. Grand Prize Winners will also have their country/region published alongside their first name and last name on the Google Open Source Blog. Contestants can opt to have their username displayed instead of their first name and last name or request to not have their country/region displayed by emailing Google Contest Administrators at <a href="mailto:gci-support@google.com">gci-support@google.com</a> by February 7, 2020. The official list of Grand Prize Winners and Finalists will be posted on the Contest Website on or before February 10, 2020.

The Privacy Policy (policies.google.com/privacy) further explains how data is handled in this service.

**BY SIGNING BELOW, I HEREBY CERTIFY** that I am the parent or legal guardian of the child listed below and consent to this Parental Consent and the Contest Rules, and I am mentally competent to enter into this Parental Consent.

Signature of Parent/Legal Guardian:	
Printed First Name of Parent/Legal Guardian:	
Printed Last Name of Parent/Legal Guardian:	
Date:	
Printed First Name of Child:	
Printed Last Name of Child:	

# GOOGLE CODE-IN 2019 CONTEST RULES

#### NO PURCHASE NECESSARY TO ENTER OR WIN.

Please read these Contest Rules carefully as the rules form a binding legal agreement between you and Google LLC with respect to the Google Code-in 2019 Contest ("Contest"). You may not participate in the Contest and are not eligible to receive any prizes unless you agree to these Contest Rules. Your registration for the Contest constitutes your agreement to these Contest Rules.

The words "include" and "including" as used herein mean "including but not limited to."

#### 1. Description of the Contest.

1.1 <u>Sponsor</u>. The Contest is sponsored by Google LLC ("**Google**"), a Delaware limited liability company with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

### 1.2 Overview.

- (a) The Contest is a competition designed to:
  - (i) encourage and inspire pre-university students to begin participating in open source development;
  - (ii) help open source organizations identify and bring in new contributors; and
  - (iii) provide pre-university students interested in computer science and other fields with exposure to real-world software development, including coding work, documentation, and open source community involvement.
- (b) As a registered contestant in the Contest, you may select a task provided by a participating open source organization ("Organization"). Once you have worked on the task and believe it is ready for the Organization to review, you may submit it as a Contest entry. Judges from each Organization will evaluate entries in accordance with these Contest Rules and prizes will be awarded to eligible contestants.
- 1.3 <u>Contest Website</u>. The website for the Contest ("Contest Website") is located at <u>g.co/qci</u>.
- 1.4 <u>Contest Period</u>. The Contest begins at 10:00:00 A.M. Pacific Time (PT) on December 2, 2019 and ends at 10:00:00 A.M. PT on January 23, 2020 ("**Contest Period**").
- 1.5 Changes to Contest. Google may suspend, cancel, or modify the structure of the Contest if technical difficulties or events beyond Google's reasonable control prevent or make it unfair to run the Contest in accordance with these Contest Rules. Google may modify these Contest Rules to reflect any modifications to the Contest. Any changes made will be effective immediately upon notice, which will be given by sending an email about the revised Contest Rules to the email address you used to register for the Contest and posting the revised Contest Rules on this page. Continued participation in the Contest after such notice will be deemed acceptance of such changes.

#### 2. Eligibility.

- 2.1 <u>VOID WHERE PROHIBITED</u>. The Contest is void in United States embargoed countries and where prohibited by law.
- 2.2 Proof of Eligibility, Parental Consent. To participate in the Contest:

- (a) You must be at least thirteen (13) years of age and less than eighteen (18) years of age upon your date of registration for the Contest on the Contest Website.
- (b) You must be enrolled in a pre-university (high school or secondary school) program when you register for the Contest.
- (c) If you are above your country's age of consent, you consent to your participation and agree to the Contest Rules by participating in the Contest. A parent or legal guardian must consent to your participation and agree to these Contest Rules as evidenced by their signing of the Google Code-in Contest Parental Consent ("Parental Consent") for all contestants regardless of the age of consent in your country.
- 2.3 <u>Ineligible Individuals</u>. You may not participate in this Contest if:
  - (a) You are
    - (i) a resident of a United States embargoed country, Brazil, Italy, or Quebec,
    - (ii) ordinarily resident in a United States embargoed country,
    - (iii) participating as a Mentor in the 2019 Contest, or
    - (iv) otherwise prohibited by applicable export controls and sanctions programs.
  - (b) You are an employee (including intern), contractor, officer, or director, of
    - (i) Google or its affiliates, or
    - (ii) an Organization or any of its affiliates.
  - (c) You are an immediate family member (including a parent, sibling, child, spouse, or life partner regardless of where you live) of one of the individuals listed in subsection (b) above or you are a member of their household (whether related or not).
  - (d) You are an immediate family member (including a parent, sibling, child, spouse, or life partner regardless of where you live) of a Mentor or Organization Administrator in any organization you plan to work with.
- 2.4 Requirements to Enter. In order to participate in the Contest, you must have
  - (a) access to the Internet,
  - (b) a Google Account, and
  - (c) a valid email address.
- 2.5 <u>Verifying Eligibility</u>. Google reserves the right to verify your eligibility and to adjudicate on any dispute at any time. You agree to provide Google with any proof of eligibility requested by Google and your refusal or failure to timely provide such proof may result in your disqualification from the Contest.
- 2.6 <u>Communications</u>. All communications between Google and you, including the Contest Website and email communications, will be in English.

## 3. How to Register.

- 3.1 <u>Registration</u>. To enter the Contest, you must first register on the Contest Website during the listed registration times. You are responsible for determining the corresponding time in your time zone.
  - (a) How to Register.
    - (i) Create a profile on the Contest Website during the registration period. You will need to log into your Google account as part of the registration process. You will not be able to claim any tasks if your signed Parental Consent is not uploaded to your Contest profile.
- 3.2 Privacy.

- (a) Google will process the personal information provided during registration and in any subsequent communications to administer the Contest (including verifying eligibility to participate in the Contest, running the program, sending notifications regarding the Contest, and delivering prizes). If a Grand Prize Winner asks us to do so, we may provide a Google referral, or recommendations to schools, employers or other third parties.
- (b) Google will also use aggregated, non-personally identifiable information for statistical purposes.
- (c) The username that contestants create during registration will be displayed publicly on the Contest Website and any archives of the Contest Website, and will be shared with Organizations for the purpose of communicating with the students to answer their questions and reviewing their work. Contestants are strongly advised not to use their real name as their username.
- (d) Parents are responsible for supervising their children's submissions to the Contest and interactions with Organizations.
- (e) The personal information provided during registration and in any subsequent communications will also be processed by Google's authorized service providers for the purpose of delivering prizes to winners as well as for booking travel and accommodation for the Grand Prize Winner's Trip, based on Google's instructions and in compliance with Google's Privacy Policy and any other appropriate confidentiality and security measures.
- (f) Contestants can access, update, remove and restrict the processing of their personal information in their Contest profile during the Contest Period. If you would like to edit such information after the Contest Period, object to the processing of the information, or export it to another service, or if you're a parent, you may write to Google (Attention: Open Source Programs Office) at the address listed in Section 1.1 of the Contest Rules or email <a href="mailto:gci-support@google.com">gci-support@google.com</a>.
- (g) Grand Prize Winners and Finalists will have their first name and last name as provided during registration listed on the Google Code-in Contest Website, Archive, and Google Open Source Blog. Grand Prize Winners will also have their country/region published alongside their first name and last name on the Google Open Source Blog. Contestants can opt to have their username displayed instead of their first name and last name or request to not have their country/region displayed by emailing Google Contest Administrators at <a href="mailto:gci-support@google.com">gci-support@google.com</a> by February 7, 2020. The official list of Grand Prize Winners and Finalists will be posted on the Contest Website on or before February 10, 2020.
- (h) The <u>Privacy Policy</u> (policies.google.com/privacy) further explains how data is handled in this service.
- 4. **How to Submit an Entry Once Registered.** To submit an entry to the Contest, you must find, claim, and work on a task provided by an Organization. There is no limit on the number of task entries you may submit; however, there are limitations on the tasks you may claim as described in Section 4.2 below.
  - 4.1 Finding a Task. To find a task, visit the Contest Website. Each task will have a page describing:
    - (a) the problem to be solved,
    - (b) some general background information,
    - (c) the time period for entry submission ("Submission Period"), and
    - (d) the requirements that an entry for that task must meet in order to be designated as complete.

- 4.2 <u>Claiming a Task</u>. To work on a task, you must first claim it by clicking the "Claim this task" button, subject to the following:
  - (a) you may only claim one (1) task at a time;
  - (b) you may not claim a task that you have already completed; and
  - (c) you may not claim more than two (2) tasks labeled as beginner tasks.

# 4.3 Submitting a Task Entry.

- (a) The Submission Period begins when you claim the task. You must submit your task entry to the Contest within the Submission Period; otherwise, the task will be released for other contestants to claim. You will receive an email warning twenty-four (24) hours prior to expiration of the Submission Period.
- (b) You should review the description for the task carefully before submitting an entry. Each task may require different information to be submitted to be considered complete. Your entry must be in English unless otherwise specified in the task description. You may submit your entry on the Contest Website by either:
  - (i) uploading your original work product as an attachment, or
  - (ii) providing a URL to your work.
- 5. **Judging**. The Organization that provided the task will judge all entries for that task.
  - 5.1 <u>Judging Task Entries</u>.
    - (a) Each complete task entry is worth one (1) point.
    - (b) The Organization that provided the task will determine if an entry satisfies the requirements stated on the task page and is complete.
    - (c) Your entry will be considered incomplete if the entry is not properly licensed by you under the open source license specified by the Organization that provided the task, or if one is not specified by them, then
      - (i) for any software included in the entry, under an Open Source Initiative approved license of your choice; or
      - (ii) for anything else (not software) under the <u>Creative Commons Attribution 3.0 Unported</u> License.
    - (d) If you want to challenge an Organization's determination that your entry was incomplete, you must contact Google using the email link provided on the Contest Website within five (5) business days of the incomplete determination. Google will then re-examine the entry and make a final determination as to whether the entry was complete. Google's decision in this matter is final and binding.
  - 5.2 <u>Selecting Finalists and Grand Prize Winners</u>. Each Organization will evaluate the work of the twenty (20) highest scoring contestants who completed tasks for their Organization and will select six (6) of those contestants as Finalists and two (2) of those Finalists as Grand Prize Winners for their Organization and two (2) of those Finalists as Runners Up. Each entry will be judged according to the following factors: creativity, thoroughness, and quality of work. The Organization may additionally factor the contestant's involvement in the Organization's community in the judging. The Organization's decision is final and binding.
    - (a) Notwithstanding anything in the foregoing, if a contestant was selected as a Grand Prize Winner in any previous Google Code-in Contest, such contestant is ineligible to be selected as a Grand Prize Winner for this Contest.

- (b) If two (2) or more Organizations choose the same Grand Prize Winner, then the Grand Prize Winner will be named by the Organization that submitted the name to Google first. The other Organization(s) will then name their first Runner Up as their Grand Prize Winner.
- (c) Finalists and Grand Prize Winners will be initially notified by email by February 1, 2020. Such contestants must upload proof of enrollment in a pre-university program to their Contest profiles within four (4) calendar days of such notification and respond to any other requests for information within seven (7) calendar days of such notification or earlier if required by law.
- (d) In the event a Grand Prize Winner is disqualified for any reason, the first Runner Up selected by the Organization will be chosen as the Grand Prize Winner.

#### 6. **Prizes.**

- 6.1 <u>No Completed Entries</u>. In the event that no completed entries are received, no prizes will be awarded.
- 6.2 Prizes for Completed Entries.
  - (a) You are eligible to receive one (1) digital certificate of completion with an approximate value of \$0 USD if you submit at least one (1) complete entry.
  - (b) In addition to the digital certificate, you are eligible to receive one (1) t-shirt with an approximate value of \$12 USD if you submit three (3) or more complete entries.
- 6.3 <u>Prizes for Finalists</u>. In addition to the prizes listed in Section 6.2 above, if you are selected as a Finalist, you are eligible to receive one (1) jacket with an approximate value of \$35 USD.
- 6.4 <u>Prizes for Runners Up</u>. In addition to the prizes listed in Sections 6.2 and 6.3 above, if you are selected as a Runner Up, you are eligible to receive one (1) backpack with an approximate value of \$40 USD.
- 6.5 Prizes for Grand Prize Winners. In addition to the prizes listed in Sections 6.2, 6.3, and 6.4 above, if you are selected as a Grand Prize Winner, you are eligible to attend a Grand Prize Winner's Trip to Google's Headquarters in Mountain View, California, USA for you and one (1) parent or legal guardian. The prize consists of round-trip coach air transportation for you and your parent or legal guardian from the major airport nearest to your residence, ground transportation to and from the airport and the event location, hotel accommodations for two (2) people for four (4) nights, and catered meals during the event plus an additional \$250 USD for food. Google will schedule the dates of the event, which cannot be changed. Google will directly arrange the hotel accommodations at a hotel of Google's choice. You are responsible for all other expenses, including those in obtaining a passport or visa, if applicable. You may not change the travel schedule once it has been arranged. You must have all of your required travel documents (valid passport and visa, if applicable) at least thirty (30) calendar days before the first day of the Grand Prize Winner's Trip for travel to be booked. Prior to ticketing:
  - (a) Your parent or legal guardian accompanying you must sign the Parental Consent; and
  - (b) Your parent or legal guardian must sign the Photo and Video Release Waiver for you before May 1, 2020 if you are going to be in any group photos on the Grand Prize Winner's Trip.
  - (c) Both of you must possess required travel documents (e.g., valid passport and visa, if applicable) at least thirty (30) days before the first day of the Grand Prize Winner's Trip for travel to be booked. Failure to secure a passport or required visa thirty (30) days prior to the

first day of the Grand Prize Winner's Trip will result in forfeiture of the Grand Prize Winner's Trip prize.

6.6 <u>Substitute Prizes</u>. Google may provide a substitute prize of equal or greater value at Google's discretion, or where required by law, or in the event all or part of a prize becomes unavailable. If you are unable to attend the Grand Prize Winner's Trip due to required National School Exams or are unable to obtain a passport or visa by the deadline described in 6.5, Google may award an alternate prize valued up to \$2,000 USD.

#### 6.7 Taxes.

- (a) You are solely responsible for complying with all applicable tax laws and filing requirements. To remain eligible for a prize, you must submit to Google or the relevant tax authority all documentation requested by Google or required by applicable law within seven (7) days of Google's request or earlier if required by law.
- (b) You are solely responsible for paying all taxes imposed on prizes awarded to you.
- 6.8 <u>No Warranties</u>. Except as required by law, Google makes no warranties, express or implied, for prizes.

#### 6.9 Forfeiture.

- (a) You will forfeit your prize(s) if:
  - (i) Your prize or prize notification is returned to Google;
  - (ii) You provide an incorrect or incomplete shipping address;
  - (iii) You do not submit your shipping details and tshirt size selection to the third-party vendor by the deadline listed in the prize emails sent at the end of the Contest;
  - (iv) You fail to provide Google with information requested (e.g., adequate proof of enrollment in a pre-university program, etc.) within the required time frames;
  - (v) You fail to pay applicable taxes or timely submit applicable documentation to Google or the relevant tax authority; or
  - (vi) If you are a Grand Prize Winner, your parent or legal guardian accompanying you on the Grand Prize Winner's trip fails to return the signed Parental Consent within seven (7) days of Google's request.
  - (vii) You are or become an Ineligible Individual or are disqualified at any point during the Contest.
- (b) If you forfeit your prize as a Grand Prize Winner, an alternate Grand Prize Winner may be selected.
- 6.10 <u>Disqualification</u>. You may be disqualified from the Contest, forfeit any prizes you may be eligible to receive, and be prohibited from participating in any future Google Code-in Contests if Google reasonably believes that you have attempted to undermine the legitimate operation of the Contest, including:
  - (a) Providing false information about yourself during registration or concerning your eligibility;
  - (b) Breaching or refusing to comply with these Contest Rules;

- (c) Threatening or harassing other contestants, Google, or any Organization, including their employees and representatives;
- (d) Tampering or interfering with administration of the Contest or with the ability of other contestants to participate in the Contest;
- (e) Creating multiple accounts; or
- (f) Submitting content in an entry that:
  - (i) is not original (e.g., is copied from another student's work),
  - (ii) violates the rights of a third party,
  - (iii) is lewd, obscene, pornographic, racist, sexist, or otherwise inappropriate to the Contest, or
  - (iv) violates any applicable law.
- 6.11 <u>Shipping</u>. Google does not guarantee that physical goods will be able to be received in all locations. Prizes that cannot be shipped due to logistical or legal issues or otherwise have issues in transit will not be replaced or substituted.

# 7. Rights in Your Entries.

- 7.1 You retain all rights to your entry that you had before submitting it.
- 7.2 For any entry that you submit to the Contest, you grant Google and the Organization that listed the corresponding task a non-exclusive, worldwide, perpetual, irrevocable, free license to reproduce, prepare derivative works of, distribute, perform, display, and otherwise use such entry for the purpose of administering the Contest and promoting Google Code-in.
- 8. Your Representations, Warranties, Indemnities.
  - 8.1 Representations and Warranties. You represent and warrant that:
    - (a) the information you provide about yourself while registering or in subsequent communications with Google is truthful and accurate;
    - (b) your entries are original;
    - (c) you own all rights in your entries;
    - (d) your entries do not violate any applicable laws; and
    - (e) your entries do not violate any rights of any other person or entity or any obligation you may have with them.
  - 8.2 <u>Indemnities</u>. You will indemnify Google and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:
    - (a) your acts or omissions in relation to the Contest (including your use or acceptance of any prize and your breach of or non-compliance with these Contest Rules); and
    - (b) your entries violating any rights of any other person or entity or any obligation you may have with them.

9. <u>Disclaimer</u>. THE CONTEST WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOOGLE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED), INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GOOGLE IS NOT RESPONSIBLE FOR ANY INCOMPLETE, FAILED, OR DELAYED TRANSMISSION OF YOUR REGISTRATION INFORMATION OR SUBMISSIONS DUE TO THE INTERNET, INCLUDING INTERRUPTION OR DELAYS CAUSED BY EQUIPMENT OR SOFTWARE MALFUNCTION OR OTHER TECHNICAL PROBLEMS.

# 10. General.

- 10.1 Not an Offer or Contract Of Employment.
  - (a) You acknowledge that your participation is voluntary.
  - (b) You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Organizations and that no such relationship is established by your submission of an entry to the Contest.
  - (c) You understand and agree that nothing in these Contest Rules or an entry to the Contest or an award of a prize may be construed as an offer or contract of employment with either Google or any Organization.
- 10.2 <u>Severability</u>. If any term (or part of a term) of these Contest Rules is invalid, illegal or unenforceable, the rest of the Contest Rules will remain in effect.
- 10.3 <u>Translations</u>. In the event of any discrepancy between the English version of these Contest Rules and a translated version, the English version will govern.
- 10.4 <u>Governing Law.</u> ALL CLAIMS ARISING OUT OF OR RELATING TO THESE CONTEST RULES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.