

## **Bluefield2 DPU Hackathon (North America) Terms and Conditions**

### **1. The Competition**

NVIDIA Corporation (the “NVIDIA”) invites the public of innovative academic and research, ISV partners, cloud providers, software developers and architects to participate in the **"Bluefield 2 DPU Hackathon"** competition (the “Competition”). As part of the Competition, the Participants will be asked to develop DPU based on applications and services acceleration using the DOCA, all in accordance with these Terms and Conditions set forth herein.

**Due to the COVID 19 pandemic the Competition will be a virtual event.**

### **2. Eligible Participants**

- 2.1. This Competition is open to software developers and architects, ISV partners, cloud providers, students and startups, passionate about technology, software and networking, that develop infrastructure software in these fields.
- 2.2. This Competition is for adults over the age of 18 only. Applicants under the age of 18 are not allowed to participate in this Competition and their application will be rejected outright. In any event, NVIDIA will not be liable for the participation in the Competition of any person who violates the provisions of this section.
- 2.3. Employees, executives of NVIDIA and their Family Members, as well as any person involved in the organization of the Competition (or who has received information regarding the Competition prior to the date of the announcement, whether directly or indirectly), are not allowed to participate in the Competition. For purposes hereof, “Family Member” means spouse, parents, children, siblings.
- 2.4. Applicants must pre-register in groups of up to 5 participants (each, a “Team”). Registration will be made through the registration site <https://www.nvidia.com/en-us/events/dpu-hackathon/> . The number of participants is limited!
- 2.5. Applications will be reviewed base on merit, the information submitted in the application form and based on any other considerations that NVIDIA deems fit. Selected participants (the “Participant”) will be announced on November 17, 2021 by email.
- 2.6. NVIDIA will be entitled to verify the identity of the applicants and verify their accuracy and authenticity in any way it deems fit and at its sole discretion. NVIDIA will also be entitled to verify each applicant's compliance with these Terms and Conditions and the eligibility for the prize at its sole discretion.
- 2.7. For the avoidance of doubt, participation in the Competition is personal only, and each Team leader must ensure the details she/he provides to NVIDIA prior to and during the Competition and/or in general, are accurate. A Team leader who submits inaccurate details or details that she/he does not own, or who does not provide his/her details and the details of his/her team members to

NVIDIA, will not be eligible to participate in the Competition and she/he and the entire Team will be disqualified.

- 2.8. At any time, at the sole discretion of NVIDIA, NVIDIA shall be entitled to disqualify a Participant or a Team in the event of failure to meet relevant eligibility criteria or any other violation or suspected violation of these Terms and Conditions.
- 2.9. NVIDIA reserves the right at its sole discretion to disqualify the entry of any applicant/Participant/Team found to be (a) tampering or attempting to tamper with the entry process or the operation of the Competition or NVIDIA's website; (b) violating these Terms and Conditions; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

### **3. Participation in the Competition**

- 3.1. Following registration, the applicant will submit through the registration site: <https://www.nvidia.com/en-us/events/dpu-hackathon/>, proposals for software development in the field of DPU based applications and services acceleration using the DOCA, which will include a reference to NVIDIA Products (the "**Proposals**").
- 3.2. The Proposals will be examined by the organizing committee that will approve or reject the Proposals and will decide if the applicant is eligible to participate in the Competition.
- 3.3. The Participant understands and agrees that NVIDIA, or any of its associated or affiliated companies, agents, and any third-party media agencies will process his/her personal information provided in connection with the Competition as described in Section 9 below.
- 3.4. NVIDIA may provide the Participant with certain NVIDIA's technologies, software and interfaces including remote access to Bluefield setups and login (the "**NVIDIA Products**")

### **4. Term of the Competition**

- 4.1. The Competition will commence on December 8, 2021 at 9AM PT and will end on December 9, 2021 at 1PM PT.
- 4.2. Prior to the Competition, the Participant may join a Pre-Hackathon DOCA Boot camp that will be held on December 1, 2021.

### **5. The Winning Team**

- 5.1. The winning teams will be determined by the judges according to the criteria set out in Appendix A.
- 5.2. The judges' decision will not be appealable.

### **6. Prize Eligibility Announcement**

- 6.1. The examination of eligibility for the prize will be made by NVIDIA representatives, and at

NVIDIA's sole discretion, or anyone acting on its behalf, and the Participant(s) will have no claim regarding the manner of the examination in question.

- 6.2. Notification of entitlement to receive such prize shall be given to the eligible Participants and will be published in any media means as NVIDIA deems fit and in accordance with Section 10.10.

## **7. The Prize(s)**

- 7.1. Participants in the winning Team in the first place will each win US \$400 per member (tentative one (1) BF2 Card to the entire team).
- 7.2. Participants in the winning Team in the second place will each win US \$300 per member.
- 7.3. Participants in the winning Team in the third place will each win US \$200 per member.
- 7.4. Each winner will also get 3 credits to the Deep Learning Institute.
- 7.5. A Participant may not win more than one prize.
- 7.6. The prize will be awarded to the winners at NVIDIA's discretion.
- 7.7. NVIDIA will be entitled at any stage to exchange the prize for a prize of similar or higher monetary value at its sole discretion.
- 7.8. The prize is personal, for winners only, and cannot be converted, changed or exchanged.
- 7.9. Any portion of a prize not redeemed by a winner is forfeited. All prizing details not provided in these rules are at NVIDIA's sole discretion.
- 7.10. Prizes are taxable.

## **8. Intellectual Property**

- 8.1. Any applicant who submits a Proposal, hereby declares and warrants s/he has not submitted any content which is copyright protected, or which constitute a trade secret or otherwise subject to any intellectual property rights of a third party, including the rights to privacy and publicity, unless s/he owns those rights or has permission from the rightful owner to publish and use said content. Also, each applicant declares upon submission of a Proposal that the content submitted by him/her does not contain viruses, Trojans horses, worms or other disabling devices or malicious code.
- 8.2. The applicant/Participant declares and warrants that s/he is the exclusive intellectual property owner, including without limitation the author and copyright holder, of the submitted Proposal, and that the Proposal is an original work of the applicant. If the Proposal is a work based on an existing application, the applicant warrants that it has acquired sufficient rights under copyright and other intellectual property rights.
- 8.3. Subject to the limitations set forth in these Terms and Conditions, NVIDIA, at its sole discretion may grant the Participants, during the Competition, a non-transferable, non-exclusive, limited

license to use NVIDIA Products for the sole purpose of participating in the Competition. The aforesaid license will terminate upon completion of the Competition. Notwithstanding anything set forth herein, NVIDIA may terminate the license, at any time, at its sole discretion. Upon termination of the license for any reason, the Participant will cease making use of any of NVIDIA Products and will immediately return to NVIDIA the NVIDIA Product. The Participant is not allowed to use NVIDIA Products, including but not limited to, license, sell, lease, outsource, transfer and make the NVIDIA Products available to third parties nor to duplicate, translate, decompile, reverse engineer or otherwise modify any parts of the NVIDIA Products.

- 8.4. The Participant will not remove or change notices and records exist on the software or on any of NVIDIA Products or other materials relating to the Competition including without limitation notices copyrights notices, trademarks, patent rights and other intellectual property rights attributions. All patents, copyrights, trademarks and other intellectual property rights in and to NVIDIA Products or other materials relating to the Competition, as well as any improvements, inventions, design contributions or derivative works created by the Participant with respect to NVIDIA Products, shall remain the sole property of NVIDIA. Except for the limited license rights expressly granted under these Terms and Conditions, no proprietary right, license or other interest in the event technology, software or NVIDIA Product is granted to the Participants or applicants.
- 8.5. Participant grants to NVIDIA and its affiliates, legal representatives, assignees and licensees, the right and permission to use the Proposal and its copyright or other intellectual property right (as appropriate) and to reproduce, encode, store, copy, transmit, publish, broadcast, display, publicly perform, exhibit or otherwise use or reuse (without limitation as to when or to the number of times used) such Proposal in each case, as submitted or as edited by NVIDIA, at NVIDIA's sole discretion.
- 8.6. Participant understands that NVIDIA may currently or in the future be developing products, services, concepts, systems, methods or techniques internally, or receiving information from other parties that may be similar to the Proposal. NVIDIA receipt of the Proposal will not prohibit or in any way limit NVIDIA from developing (or having developed for it) products, services, concepts, systems, methods or techniques that are similar to or compete with the products, concepts, systems, methods or techniques contemplated by or embodied in the Proposal.

## **9. Data Privacy**

On enrollment and during your participation in the Competition, Participant will be required to provide certain personal information such as Participant's full name, contact information (such as phone number, mobile phone number, home address and email address), job information (such as place of work, title etc.) and Participant's photograph. NVIDIA will use this personal information for the purpose of administering the Competition (including, but not limited to, disclosure of data on a winners' list and making such list publicly available) for NVIDIA internal purposes and for NVIDIA publications and promotional purposes including publication as specified in Section 10.10 . NVIDIA will process the personal information in accordance with NVIDIA [Privacy Policy](#). For any inquiries relating to data privacy please contact:

## **10. General**

- 10.1. In the event of any inconsistency or discrepancy between the provisions of these Terms and Conditions and any other publications regarding the Competition and in any media, the provisions of these Terms and Conditions shall prevail for all intents and purposes.
- 10.2. NVIDIA may, at its sole discretion, change the length of the Competition, change the prizes at any stage of the Competition, change the rules of the Competition and change the date of eligibility examination, in a notice to be published. NVIDIA will be entitled at its sole and exclusive discretion to cancel the Competition at any time with a notice to be published in advance.
- 10.3. Any malfunction, disruption, delay, etc., which originates in Force Majeure, war, terrorist attacks, strikes, pandemics, etc., will not be considered a violation of these Terms and Conditions and shall not entitle the Participant or applicants to any right or remedy.
- 10.4. NVIDIA is not and will not be responsible in any form or manner for the inability to redeem the prize due to circumstances beyond its control or for any disruption, delay or any other defect in the prize or its realization.
- 10.5. The responsibility for realizing the prize lies solely with the winner. NVIDIA will not bear any responsibility or liability (including for damage or loss) for the realization or non-realization of the prize, in whole or in part, by the winner.
- 10.6. Any tax, deduction or demand for the payment of tax, of any kind, will apply to the winners of the Competition and will be at the expense and responsibility of each winner only. NVIDIA will be entitled to transfer to the tax authorities, if required by law, the details of the winners and/or withholding tax. NVIDIA will not bear any tax payment in connection with the winning.
- 10.7. In any event where it is evidenced that a malfunction, injury or negligence of the applicant in the Competition or of NVIDIA prevented an applicant's ability to participate in the Competition, NVIDIA will be exempt from liability towards that applicant.
- 10.8. NVIDIA assumes no responsibility for any computer, online, telephone transmission or technical malfunctions that may occur during participation in the Competition. NVIDIA is not responsible for any incorrect or inaccurate information, whether caused by website users, Competition Participants, applicants or any of the equipment or programming associated with or utilized in the Competition; or for any technical or human error which may occur in the processing of submissions to the Competition. NVIDIA assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the internet or at any website, or on account of any combination of the foregoing (including but not limited to any such problems which may result in the inability to access the

Competition website or any website submitted in connection with an entry in this Competition). NVIDIA is not responsible for any injury or damage to Participants, applicants or to any computer related to or resulting from Participating or downloading materials in this Competition. If, for any reason, the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of NVIDIA which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, NVIDIA reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition and/or its dates and select winners from among that portion of the Competition that has not been compromised, if any.

- 10.9. By participating in the Competition, the Participant in the Competition agrees to all the provisions of these Terms and Conditions, and also exempts NVIDIA from any claim or demand in connection with the Competition, except for NVIDIA's obligation to deliver the prizes in accordance with the provisions of these Terms and Conditions.
- 10.10. Without limiting any provision set forth herein, it is hereby clarified that the fact of a Participant's participation and/or a Participant's winning the Competition may be covered and published in various media, including in press and press "blogs". By participating in the Competition, the Participant gives his/her consent to publishing his/her photography, video images, portraits, and publication of his/her name, photo, place of work, education, interviews, description of the Participants Proposal or other materials relating to the Participant and arising out of his/her participation in this Competition (with or without using the Participant's name) on the various media throughout the world, including in the press and press "blogs" for advertising and publicity purposes without additional review, compensation, or approval. For the avoidance of doubt, it is clarified that the Participant agrees and confirms that his/her very participation and/or winning the prize and the realization of the prize will be accompanied by close media coverage (including video and internet) and any refusal to the aforesaid, shall be sufficient grounds for canceling the prize.
- 10.11. **No Warranties; Limitations of Liability:** THE COMPETITION AND ITS PRIZES ARE AVAILABLE AS-IS AND WITH ALL FAULTS, AND NVIDIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING FROM THE COMPETITION OR ITS PRIZES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NVIDIA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.12. All disputes concerning this Competition will be governed by and construed in accordance with

the laws of the state of Delaware and the parties submit jurisdiction to the competent courts of Santa Clara, CA, without regard to its choice or laws or conflict of law provisions.

## **Annex A**

### **Criteria for Adjudication**

- Innovation - how innovative and original the hackathon project is in terms of idea and implementation
- Product Value – both from the internal value prospective and from the value of the project prospective as a real implemented product / infrastructure. Is it useful? Does it solve a real problem? How likely is it to survive beyond the hackathon?
- Execution - how much of the idea the team managed to actualize within the hackathon development cycle.

\* Note that not all the criteria carry the same weight.