

## UiPath Contest Regulation

No purchase or payment is necessary for participating in the Contest, and any purchase or payment of any kind will not increase your chances of winning.

### 1. Organizer and Rules

- 1.1. The sponsor and entity responsible for organizing the UiPath AI Community Awards Challenge (the “**Contest**”) is UiPath, Inc., headquartered at 452 5th Avenue, 22nd Floor, New York, NY, 10018 (“**UiPath**”).
- 1.2. The Contest will be organized in accordance with this regulation (“**Rules**”) which will be binding for all individuals participating in the Contest (“**Participants**”). The Rules will be available to any interested party, free of charge, during the entire period of the Contest.
- 1.3. UiPath reserves the right to amend or modify the Rules and will notify the interested parties before any such amendment / modification enters into force. Any amendment / modification brought to these Rules will be made by an addendum to the Rules.
- 1.4. The termination of the Contest will not affect the provision of the prizes to the Participants declared winners of the Contest prior to its termination.
- 1.5. By registering, you agree to be bound by the Rules and represent that you satisfy all the eligibility requirements below. Participation in the Contest is deemed acceptance of these Rules.

### 2. Contest details

- 2.1. The calendar of the event is as follows:
  - 6<sup>th</sup> February 2023 lunch of UiPath AI Community Awards Challenge on [UiPath Community Forum](#).
  - 21<sup>st</sup> February 2023 use cases submission ends.
  - 23<sup>rd</sup> February 2023 voting by community for use cases ends.
- 2.2. Location
  - [UiPath Community Forum](#)
- 2.3. UiPath will be the official timekeeper for the Contest, which is open as per the calendar above or until all the Prizes are granted.

### 3. Eligibility

- 3.1. The Contest is open to:
  - Individuals who are at least the age of majority according to the law applicable to the place where they reside as of the time of entry (“**Eligible Individuals**” or “**you**”)
- 3.2. The Contest is not open to:
  - Individuals who are residents of or who are domiciled in, a country, state, province or territory where the laws of the United States, European Union or United Nations or local law prohibits participating or receiving a prize in the Contest (including, but not limited to, Brazil, Quebec, Cuba, Sudan, Iran, North Korea, Syria and any other country designated by the United States Treasury's Office of Foreign Assets Control, and Commission of the European Union or Security Council of the United Nations).

#### 4. General submission requirements

4.1. To submit a project eligible to win the Contest, your Submission must include the following:

- You must submit your entry on [UiPath Use Case Forum Repository](#)
- Title must start with AI Challenge + Use case name.
- The use case must include at least one of the UiPath AI Products: AI Center, AI Computer Vision, Communications Mining, Document Understanding, Task Mining.

4.2. Your Submission must:

- be your original work product.
- be solely owned by you, with no other person or entity having any right or interest in it
- not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, image and/or privacy rights, of any other person or entity

4.3. You may contract with a third party for technical assistance to create the Submission provided the Submission components are solely your work product and the result of your ideas and creativity, and you own all rights to them, subject to these Rules. You may submit a Submission that includes the use of open-source software or hardware, provided you comply with applicable open source licenses and, as part of the Submission, you create software that enhances and builds upon the features and functionality included in the underlying open source product. You are not allowed to use software published under a GPL license or any other kind of viral open-source software that might bind you to make the Submission publicly available or unfit for commercial use, or that would bound any other person developing derivative works with your Submission to make such publicly available.

4.4. Your Submission must not have been developed, or derived from an application developed, with financial or preferential support from the UiPath. Such applications include, but are not limited to, those that received funding or investment for their development, were developed under contract, or received a commercial license, from the UiPath any time prior to the end of Contest Submission Period. UiPath, at its sole discretion, may disqualify a Submission if awarding a prize to the you/your Team would create a real or apparent conflict of interest.

4.5. By entering the Contest, you represent, warrant, and agree that your Submission meets these requirements, and you acknowledge that you will hold UiPath harmless of any claim from a third party referring to the breach of its intellectual property rights or other rights. You acknowledge that in case there is a reasonable suspicion that your Submission is not compliant with this section, your Submission will be disqualified.

#### 5. Judging

5.1. Eligible Submissions must be a functional solution/project and will be evaluated by a panel of judges selected by the UiPath.

5.2. Submissions will be evaluated during the Curation Process based on:

- Business Value 30% - We want to understand the value that your idea will bring to society or the specific organization. Is it far-reaching, does it help a particular organization already, or do they expect to see changes in how they do their work in the coming months? Get inspired by the fantastic community award solutions.
- Level of completion 20% - How complete is the solution? Have you delivered what you wanted to?
- Innovation 20% - We'll evaluate your idea to see if it is disruptive or innovative.
- 10% - Everyone will gain by default for submitting their use case.

5.3. Judges are not required to test the application and may choose to judge based solely on the text description, images and video provided in the submission.

## 6. Prizes

6.1. Contest will have following Prizes in each of the 3 categories: [Category 1, Category 2 & Category 3]

- ~~1<sup>st</sup>~~ – 3<sup>rd</sup> Place - A free UiPath Certified Advanced RPA Developer (UiARD) certification + \$100 UiPath swag voucher (shipping free)
- 4<sup>th</sup> – 10<sup>th</sup> Place - 50% discounted UiPath Certified Advanced RPA Developer (UiARD) certification + \$40 UiPath swag voucher (shipping free)

Other Outstanding Prizes

- Visibility on the UiPath AI Summit 2023 event and UiPath Community Blog 13 for all 10 winners.

6.2. UiPath reserves the right to not award a Prize for one or more of the above levels if there are not sufficient quality submissions.

## 7. Verification of potential winners

- 7.1. The award of a prize to a potential winner is subject to verification of the identity, qualifications, and role of the potential winner in the creation of the submission. UiPath may request additional information from you, if necessary, for tax purposes.
- 7.2. You must provide the necessary details within no more than two (2) business days as of the receipt of the request from UiPath. If you do not provide the necessary information as per the above, UiPath may not be able to grant you the prize.
- 7.3. You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, UiPath may award it to the next entrant.
- 7.4. Prizes that cannot be granted due to your failure to provide the required information will remain the property of UiPath and will not be granted to other Participants.
- 7.5. Any expenses related to your participation in the Contest not explicitly listed here are your sole responsibility.
- 7.6. Your identity and the prize you received will be made public on UiPath's websites, community forums and/or social media accounts.
- 7.7. The final decision to designate a winner shall be made by UiPath.

## 8. Prize distribution

- 8.1. UiPath has the right to make a Prize substitution of equivalent or greater value. If UiPath decides to change the Prizes, it will amend these Rules and publish the addendum before appointing the winners. UiPath will not award a Prize if there are no eligible Submissions entered in the Contest, or if there are no eligible Participants or Submissions for a specific Prize.
- 8.2. Prizes will be payable to you, if you participate individually, or to your Team's Representative. It will be the responsibility of the Team's Representative to allocate the Prize among their Team members, as the Representative deems appropriate. A monetary Prize will be mailed to your address or the Team Representative's address or wired to your or a Team Representative's bank account, only after receipt of the required information.
- 8.3. Failure to provide the correct information required for the delivery of a Prize may result in delayed Prize delivery, disqualification of the Eligible Individual and/or Team, or forfeiture of a Prize.
- 8.4. Prizes will be delivered within 45 days of UiPath's receipt of the required information.

- 8.5. You are not bound to pay any fees or taxes to participate at the Contest.
- 8.6. Winners are responsible for any fees associated with receiving or using a Prize, including but not limited to, wiring fees. Winners are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state/provincial/territorial, and local).
- 8.7. Winners may be required to provide certain information to facilitate receipt of the Prize, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements.
- 8.8. United States residents are required to provide a completed W-9 form and residents of other countries are required to provide a completed W-8BEN form. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the Prize to relevant government departments/agencies, if necessary.
- 8.9. UiPath, and/or prize provider reserve the right to withhold a portion of the prize amount to comply with the tax laws of India or other UiPath jurisdiction, or those of a winner's jurisdiction if such are bound by applicable law to withhold the taxes due for prizes offered during contests.
- 8.10. The winners of each Prize will be displayed on the Contest Website after such are validated.

## 9. **Entry conditions and release**

- 9.1. By entering the Contest, you (and, if you are entering on behalf of a Team, on each participating members) agree(s) to the following:
  - The relationship between you and the UiPath, is not a confidential, fiduciary, or other special relationship.
  - You will be bound by and comply with these Rules and the decisions of UiPath and/or the Contest judges which are binding and final in all matters relating to the Contest.
  - You release, indemnify, defend and hold harmless UiPath and the Promotion Entities, and their respective parent, subsidiary, and affiliated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to your entry, creation of Submission or entry of a Submission, participation in the Contest, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Rules.
- 9.2. Without limiting the foregoing, the Released Parties shall have no liability in connection with:
  - any incorrect or inaccurate information, whether caused by UiPath's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Contest
  - technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Contest website
  - unauthorized human intervention in any part of the entry process or the Contest
  - technical or human error which may occur in the administration of the Contest or the processing of Submissions;  
or

- any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your/your Team's participation in the Contest or receipt or use or misuse of any Prize.

- 9.3. The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of Eligible Individuals and/or Team Representatives. Proof of sending or submitting will not be deemed to be proof of receipt by UiPath.
- 9.4. If for any reason your Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is to request the opportunity to resubmit its Submission. Such request must be made promptly after you know or should have known there was a problem and will be resolved at the sole discretion of UiPath.

## 10. Intellectual property rights

- 10.1. By entering the Contest, you represent and warrant that:

- you are the owner of the intellectual property rights over your Submission and that your Submission does not breach any rights, including the intellectual property rights of a third party;
- you have verified the terms and conditions regulating the use of third-party software, webpages or content included in your Submission and the submission does not infringe any of the same;
- the third-party software, webpages and/or content used as part of the Submission allow the use of UiPath robots in conjunction with the same;
- you have obtained any and all consents, approvals, or licenses required for you to submit your solution;
- you will not publish or otherwise make available the Submission anywhere outside of the UiPath Connect Marketplace, except when you have obtained the prior approval of UiPath.

- 10.2. UiPath grants to you a personal, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license during the Contest to use UiPath's Resources (as defined below) and other types of information made available to you, for the purposes specified herein.

- 10.3. By entering the Contest, you grant UiPath an exclusive, non-limited, worldwide, transferable, and valid for the entire duration of the protection of rights, license over any and all rights, including the intellectual property rights over your Submission and feedback, for any and all modalities of exploitation and use (including the right to reproduce, distribute, license, loan, develop derivative works, sell) in any media, including in connection with any of UiPath's existing or future products. For the avoidance of doubt, your Feedback represents Confidential Information of UiPath.

- 10.4. All intellectual property related to the UiPath Resources, including but not limited to copyrighted material, trademarks, tradenames, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by UiPath. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent UiPath is strictly prohibited. Any use in a Submission of UiPath's intellectual property shall be solely to the extent provided for in these Rules.

- 10.5. You agree not to make any claims to UiPath products or services or to make any such claims to any Feedback or Custom Activity that results from your Contest participation, and you agree that any such Feedback or Submission shall be exclusively vested in UiPath and/or automatically assigned to UiPath as of the date of its creation.

## 11. Confidentiality

- 11.1. During the Contest you may be provided with training and development resources of UiPath, and you may be presented "**Resources**" which contain trade secrets and proprietary information of UiPath ("**Confidential Information**"). You will not use any Confidential Information that you gain using UiPath's Resources to facilitate the

development by you or by any third party of any software programs or other products that would compete with UiPath's products and services.

- 11.2. Except as permitted under these Rules, each you agree that (i) you will not disclose to any third party any Confidential Information of UiPath; (ii) you will not use for any purpose any Confidential Information disclosed to you by UiPath; and (iii) you will take all reasonable measures to maintain the confidentiality of all Confidential Information of UiPath in your possession or control, which will in no event be less than the measures you use to maintain the confidentiality of your own information of similar importance. At the end of the Contest you will return or destroy (and certify such destruction) the Confidential Information of UiPath, and all copies thereof, in your possession, except for such Confidential Information necessary to continue exercising any rights that survive termination or expiration of these Rules. You agree not to share any Confidential Information belonging to your employer during your participation in the Contest.
- 11.3. Notwithstanding the foregoing restrictions on use and disclosure of Confidential Information, you may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority to which it is subject, or otherwise as required by law, provided that you notify UiPath and use reasonable efforts to obtain confidential treatment of the disclosed information or a protective order before such disclosure; or (ii) on a need-to-know basis to its legal counsel and accountants who are under an obligation of confidentiality at least as restrictive as those contained herein.
- 11.4. The confidentiality obligation will survive for 3 (three) years after the end of the Contest, except for Confidential Information protected as trade secrets, in relation to which the confidentiality obligation will be perpetual or will exist for as long as such Confidential Information remains a trade secret under applicable law.

## **12. Publicity**

- 12.1. With your explicit consent UiPath may use personal information about you, such as, but not limited to, your name, photograph, voice, opinions, comments and hometown and country of residence for promotion purposes.

## **13. General conditions**

- 13.1. UiPath reserves the right, in its sole discretion, to cancel, suspend and/or modify the Contest, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.
- 13.2. UiPath reserves the right in their sole discretion to disqualify any Eligible Individual or Team it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Contest, or a violation of any applicable law or regulation.
- 13.3. Any attempt by any person to undermine the proper conduct of the Contest may be a violation of criminal and civil law. Should UiPath suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring the Eligible Individual to cooperate with an investigation and referral to criminal and civil law enforcement authorities.
- 13.4. If there is any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest materials, including but not limited to the Contest Submission form, Contest website, advertising (including but not limited to television, print, radio, or online ads), the terms and conditions of these Rules shall prevail.
- 13.5. The terms and conditions of these Rules are subject to change at any time, including the rights or obligations of UiPath. UiPath will post the terms and conditions of the amended Rules on the Contest website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Rules or, if no time is specified, the time of posting.

- 13.6. If at any time prior to the deadline, you believe that any provision of these Rules is or may be unclear or ambiguous, you must submit a written request for clarification.
- 13.7. UiPath's failure to enforce any term of these Rules shall not constitute a waiver of that provision. Should any provision of these Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to you, such illegality or unenforceability shall leave the remainder of these Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the UiPath's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

#### **14. Liability and indemnification**

- 14.1. By entering, you (including, in the case of a Team, all participating members) agree to be bound by the Rules and hereby release the Released Parties from any and all liability in connection with the Prizes or your participation in the Contest. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.
- 14.2. You acknowledge that a breach of any confidentiality or proprietary rights provision of these Rules may cause irreparable damages to UiPath, for which the award of damages would not be adequate compensation. Consequently, UiPath may seek an action to enjoin you from any and all acts in violation of those provisions without the necessity of posting a bond, which remedy shall be cumulative and not exclusive, and a UiPath may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which UiPath may be entitled to by law or in equity.
- 14.3. You acknowledge and agree that you will indemnify and hold UiPath and other third parties harmless of any prejudice occurred as a consequence of breaching these Rules, the representations and warranties above, applicable laws or third-party rights.

#### **15. Disputes**

- 15.1. Except where prohibited by law, as a condition of participating in this Contest, you agree that:
- any and all disputes and causes of action arising out of or connected with this Contest, or any Prizes awarded, shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest you
  - the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration
  - judgment upon such arbitration award may be entered in any court having jurisdiction
- 15.2. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and you further waive all rights to have damages multiplied or increased.
- 15.3. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

#### **16. Additional terms that are part of the official Rules**

- 16.1. Participation in the Contest constitutes your full and unconditional agreement to these Rules. In addition to these Rules, your conduct during the Contest must also comply with the [UiPath Code of Conduct](#).

16.2. By entering, you agree that all decisions related to the Contest that are made pursuant to these Rules are final and binding, and that all such decisions are at the sole discretion of UiPath.

#### **17. Personal data protection**

17.1. UiPath will collect personal identifiable information about you such as your name, surname, e-mail address, for the purpose of registering in and for participating in the Contest. UiPath will be the sole controller of the personal data you provide.

17.2. With your explicit consent we may use personal information about you, such as, but not limited to, your name, photograph, voice, opinions, comments and hometown and country of residence for promotion purposes.

17.3. For more information on how UiPath uses and protects your data please check out our [Privacy Policy](#). UiPath will keep your data for up to three years in case of any dispute or claim arising from these Rules or your participation in the Contest.

#### **18. Contact**

18.1. If you have any questions or comments or wish to send us any notice regarding this Contest, please email us at [community@uipath.com](mailto:community@uipath.com).