

# Lockheed Martin AlphaPilot Challenge, powered by DRL

## Official Rules

### **NO PURCHASE NECESSARY.**

**Entrant is responsible for Internet connection charges.**

**1. Challenge Overview.** The Lockheed Martin AlphaPilot Challenge, powered by DRL is a drone programming competition in which winners are determined solely on the basis of skill. The objective of the Challenge is to develop artificial intelligence technology to fly a drone in a series of races. The Challenge requires competence in the areas of artificial intelligence, machine learning, and computer engineering. A select number of successful participants in the Challenge will have the opportunity to participate in a series of autonomous aerial drone races operated by DRL.

## **2. Definitions.**

- a. "Administrator" - Lockheed Martin Corporation 6801 Rockledge Drive, Bethesda, Maryland 20817.
- b. "Agent" - An Individual expressly authorized by an Entity to enter and participate in the Challenge on behalf of the Entity and to act as the main contact for the Entity.
- c. "Content" - all materials, submissions, information, code, or otherwise submitted by Entrant hereunder.
- d. "Challenge" - The Lockheed Martin AlphaPilot Challenge, powered by DRL.
- e. "Challenge Sponsor" - A promotional sponsor of the Challenge that is procured by Administrator.
- f. "Documentary" - A film Administrator and/or DRL may produce based upon the Challenge and which may include Entrant's name, image, likeness, and Content.
- g. "DRL" - The Drone Racing League, Inc.
- h. "Drone" - The standardized aerial drone vehicle, including all onboard sensors and onboard computer, that will be used in connection with the Challenge and supplied by Administrator.
- i. "Entity" - an entity created pursuant to the laws of its jurisdiction. An Entity includes without limitation a university or other educational/research institution.
- j. "Entrant" - either an Individual or an Entity that meets the applicable eligibility requirements set forth in Section 3 of these Official Rules, signifies agreement to these Official Rules in full, and participates in the Challenge.
- k. "Entry Code" - the combination of original and open-source software programming language Entrant may submit for the Virtual Qualifier Challenge during the Entry Phase of the Challenge.
- l. "Finalist" - an Entrant who has been selected to participate in the Finalist Phase of the Challenge. If Entrant is a Team, then each Member of the Team is deemed to be a Finalist.
- m. "Finalist Code" - the combination of original and open-source software programming language Entrant designs and submits as a Finalist.
- n. "Immediate Family" - an Individual who is a spouse, parent, sibling, child, or household member.
- o. "Individual" - a natural person.
- p. "IRS" - the Internal Revenue Service, which is the tax authority for the United States.
- q. "Member" - an Individual participating in the Challenge as part of a Team.

- r. "Mentor" – A person assigned by Administrator who will provide guidance and coaching in specific areas, including Finalist Code design and technology implementation for Finalists.
- s. "Profile Information" – the information, including personal information, required under Subsection 5(a) and/or 5(b). This information may be used to identify an Individual.
- t. "Race" – An autonomous aerial drone race operated by DRL in connection with the Challenge.
- u. "Released Parties" – judges, participating vendors of the Administrator, DRL, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents.
- v. "Team" – a group of Individuals, including a Team Leader, who participate together in the Challenge.
- w. "Team Leader" – the Individual who provides the Profile Information of Members of the Team and acts as the contact and representative for the Team. A Team Leader may be an Agent.

### 3. Eligibility.

- a. The Challenge is open to Individuals who meet all of the following requirements:
  - i. Individuals who are the age of majority in their country or residence or at least 18 years of age, whichever is older as of the start of the Challenge. Individuals can enter on behalf of Entities.
  - ii. Exclusions – Due to heightened U.S. and other country export control regulatory compliance risks or other restrictions, the following are **not** eligible: (i) individual citizens of the following countries: *Afghanistan, Belarus, Burma, Central African Republic, China (People's Republic), Cuba, Cyprus, Democratic Republic of the Congo, Eritrea, Haiti, Hong Kong, Iran, Iraq, Kenya, Kyrgyzstan, Lebanon, Libya, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Taiwan, Ukraine, Venezuela, Yemen, and Zimbabwe* or temporary or permanent residents of any country in which the Challenge participation is prohibited by law or would impose undue hardship on either the individual and/or the Administrator based on applicable national or multinational jurisdiction export control restrictions; (ii) an Individual employed by a government or private entity, which may be subject to applicable U.S., Germany, the United Kingdom, Japan, the European Union, or the United Nations export control sanctions; and (iii) employees, contractors, directors and officers of the Challenge Administrator, Challenge Sponsors, or any of their subsidiaries, affiliates and agents, as well as the Immediate Family of each such employee.
  - iii. Restrictions – Entities must NOT (i) have any legal jurisdiction incorporation or business registration presence in Cuba, Iran, Syria, North Korea, or Sudan; (ii) be subject to applicable U.S., Germany, the United Kingdom, Japan, the European Union, or the United Nations export control-sanctions; or (iii) be a parent or subsidiary of the Challenge Administrator or Sponsors.
  - iv. Employer/Entity Permission/Acknowledgement – Individuals hereby represent and warrant that his/her participation in the Challenge will not violate any third-party rights or obligations, including without

limitation policies or procedures of an employer or Entity or contractual obligations to or restrictions of an employer or Entity. To the extent an Individual's participation is within the scope of his or her employment as an employee, contractor, or agent, or the purview as a student, member, representative or otherwise of an Entity, the Individual must have notified his or her employer or the Entity, as applicable, at the time of entry in the Challenge, including without limitation the potential receipt of a prize. For the avoidance of doubt, Individuals who are students, instructors, or professors at a university, or otherwise employed by, participating on behalf of, or are sponsored in this Challenge by a university or an Entity must meet the requirements of this subsection. Administrator reserves the right to request documented confirmation of any such approval or acknowledgment from Entrant's employer or any Entity, as applicable. Administrator may disqualify any Entrant that fails to provide such documentation immediately upon Administrator's request thereof in Administrator's sole and absolute discretion.

- v. Visa – Each Team Leader must possess a valid passport to travel to the United States and Australia with a visa valid for travel to and remain in the United States and Australia during the Finalist phase of the Challenge (if applicable).
- vi. English – Individuals must fluently speak, read, write, and understand English. All discussions with Mentors and judges will be conducted in English.

b. Void where prohibited.

#### **4. General Conditions of Participation.**

- a. Entrant agrees that Administrator's decisions as to the determination of winners are final and binding.
- b. Administrator seeks no promises or favoritism for itself or any of its related companies or affiliates in exchange for the opportunity to participate in the Challenge. By entering the Challenge, Entrant represents, warrants, and agrees that (i) Entrant's participation in the Challenge – including acceptance of any prize – will not violate any law, regulation, policy or rule in Entrant's country, state, province, or local municipal location; and (ii) any potential prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Administrator obtaining or retaining business or a business advantage.
- c. To the extent permitted under applicable law, Entrant agrees that Administrator may cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Challenge.
- d. Entrant agrees that Administrator may disqualify any Entrant it finds to be tampering with the operation of the Challenge or to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any Entrant to deliberately undermine the legitimate operation of the Challenge may be a violation of the law, and Administrator reserves all rights to seek damages and other remedies (including attorneys' fees) from any such Entrant to the fullest extent permitted by law.
- e. Administrator is not responsible for incorrect or inaccurate entry information or Content submitted by Entrant whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Challenge or by any technical or human error which may occur in the administration of

the Challenge.

## 5. How to Register

- a. Express consent – Each Entrant must expressly agree to
  - i. The Official Rules; and
  - ii. A privacy disclosure with reference to the applicable privacy policy for the Challenge.
- b. Registration of a Team – Everyone interested in participating in the Challenge as a contestant must create an individual profile. To form a team, the designated Team Leader must create a team profile and invite other entrants to join. The Team Leader is the contact and representative for the Team. Teams may have up to 10 Members. All Members must:
  - i. Meet the eligibility requirements set forth in Section 3; and
  - ii. Express consent pursuant to Subsection 6(c) to confirm Member status.

A Team may substitute one or more of its Members, including the Team Leader until conclusion of the Virtual Qualifier Challenge. Substituted Members must meet all eligibility criteria and must complete the Challenge registration process and certification requirements, if applicable.

An Team's failure to provide Profile Information for all its Members or failure to disclose an agreement with a Sponsor is grounds for disqualification from the Challenge.

The Profile Information must conform to the guidelines and content restrictions set forth below in Section 9. Failure to conform constitutes grounds for disqualification. Administrator reserves the right to require a Team to modify its name as needed to conform to Administrator's guidelines and content restrictions, or to otherwise avoid confusion.

## 6. Challenge Structure/Phases

- a. Registration
  - i. **LIMIT:** Entrant may only be a member of one (1) Team. A Team may only submit one (1) Entry Code at a time.
- b. Virtual Qualifier Challenge
  - i. Once registered, Teams will submit to a Virtual Qualifier Challenge. The rules, regulations, and method for the challenge will be solely at Administrator's discretion and will determine selection of final Teams for Challenge participation.
- c. Finalist Selection
  - i. During the Finalist Selection Phase, Administrator will select Teams based on the results of the Virtual Qualifier Challenge. Selection will be performed at Administrator's discretion.
  - ii. In the event of a tie, Administrator will issue a tie-breaking challenge to determine a winner. The format of the challenge will be determined by

Administrator in its sole discretion, and the Team(s) with the highest score(s) will be deemed the potential Finalist(s).

- iii. Administrator reserves the right to select any quantity of Teams to participate in the Challenge at its discretion.
- iv. Administrator will notify the potential Finalists following completion of the Virtual Qualifier Challenge by email or direct messaging through the AlphaPilot website.
- v. Potential Finalists will also be subject to a certification process whereby Teams and their Members will be required to complete a questionnaire and provide certain information to Administrator within a designated period of time. Based on the information provided by potential Finalists, Administrator will determine, in its sole and absolute discretion, whether potential Finalists will advance to the Finalist Phase. Administrator may require potential Finalists to:
  - a) Submit a copy of an official government-issued identification for proof of identity, residency, and age;
  - b) Agree, sign, and submit documents confirming
    - a. Eligibility;
    - b. Ownership of the rights to the technology and business ideas contained in the Entry Code;
    - c. Acceptance of the prize;
    - d. Agree to keep status as a Finalist confidential until Administrator makes a public announcement; and
    - e. Release of the Administrator and the Released Parties;
  - c) Agree, sign, and submit a publicity release, to the extent permitted in the Entrant's jurisdiction of residence;
  - d) Complete and submit to Administrator an IRS form W-9 (applicable to US residents) or an IRS form W8-BEN (applicable to non-US residents);
  - e) Agree to provide Administrator with the source file of the Entry Code and/or Finalist Code;
  - f) Agree to participate actively and in good faith in the Finalist Phase;
  - g) Agree to be available to meet with Administrator for interviews during the Finalist Phase, regarding personal stories, the Entrant's Entry Code and/or Finalist Code and other topics related to the Challenge;
    - a. Administrator or its designees will create the Documentary, which is the sole property of Administrator or its designee;
    - b. Administrator or its designee owns all right, title and interest in and to the Documentary;
    - c. Finalists will not be required to disclose any proprietary intellectual property material in the Documentary;
  - h) Certify that acceptance of any prize awarded in the Challenge or any Races:
    - a. Will not violate any third-party rights or obligations, including without limitation an employer's policies or procedures; and
    - b. Is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in

Administrator obtaining or retaining business or a business advantage;

- i) Grant to Administrator, to the extent permitted under applicable law, a non-exclusive, worldwide license to use, reproduce, modify, adapt, publish, publicly perform, transmit via the internet, and publicly display Entrant's Entry Code and/or Finalist Code and Profile Information, in whole or in part, solely for the purpose of administering this Challenge and in post-Challenge marketing throughout the world and in perpetuity;
- j) Represent and warrant that Entrant and each Member of Entrant's Team, if applicable, shall not take any action or make any statement to disparage or adversely affect the name, reputation or goodwill of the Administrator or any of the Released Parties; and
- k) Acknowledge that Administrator will not be paying for or in any way sponsoring any Individual's travel associated with this Challenge.

d. 2019 Races

- i. Finalists will be eligible to participate in a series of Races. The terms and conditions applicable to participation in the Races shall be set forth in an agreement to be entered into between each Finalist and DRL. Details regarding Race dates and locations will be announced at a later time.
- ii. Finalists will be issued a development kit containing a simulation environment, sample code, documentation, and historical drone telemetry to help develop and train their Finalist Code.
- iii. Administrator will assign a Mentor to each Finalist to help develop their Finalist Code.
- iv. Finalists may modify their Finalist Code before and after Race events
- v. Finalists should not assume any right of confidentiality in any data or information divulged related to his, her, or its Finalist Code.
- vi. At the end of the series of Races, a winning Team will be declared.
- vii. The winning Team will be provided an opportunity to race against a drone piloted by a professional human, using an identical racing course. If the winning Team can complete the course faster than the human pilot, the Team will win the "First to Beat a Human" prize as set forth below.

e. 2020 AlphaPilot

- i. AlphaPilot will continue into 2020. Details on the timeline, race locations, awards and application process will be announced at a later time.

**7. Intellectual Property Retained by Entrant:** Administrator does not claim ownership of any Entry Code. At all times during and after the Contest, Entrants retain any intellectual property rights they may have that are contained in and to their Entry Code. The protection of such intellectual property is the sole responsibility of the Entrant. Entrants should ensure that third parties do not have rights or claims on information or software programming language included in Entrant's Entry Code. Entrants agree to inform Administrator of the status of any open-source or other third-party code, intellectual property filings, or searches related to their Entry Code and Finalist Code. Entrants agree to cooperate and assist Administrator if Administrator is interested in obtaining a right of first refusal to negotiate a license for Entry Code and/or Finalist Code.

**8. Entrant's Personal Information:** Except as set forth herein, all information submitted by Entrant in the Challenge will be treated according to the HeroX Privacy Policy, available at <https://www.herox.com/privacy-policy>.

**9. Content Guidelines & Restrictions:** All Content must comply with the guidelines and restrictions stated below.

a. Technical Guidelines and Restrictions:

- i. All Content must be in English;

b. Content Restrictions:

- i. Entrant owns or otherwise has all rights in the Profile Information and Finalist Code necessary to participate in this Challenge and to grant the rights to Administrator required herein;
- ii. All Content must not contain material that violates or infringes another's rights, including without limitation, intellectual property rights infringement, privacy, or publicity;
- iii. All Content must not disparage or adversely affect the name, brand image, reputation or goodwill of Administrator or any other person or party affiliated with the Challenge;
- iv. Entrant must have permission from all Individuals that appear in any Content (if any) to use their name and likeness and to grant the rights set forth herein;
- v. All Content submitted must not contain any viruses, worms, spy ware, or other components or instructions that are malicious, deceptive, or designed to limit or harm the functionality of a computer;
- vi. All Content must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- vii. All Content 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; and
- viii. All Content must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any country where Content is created or that violates the terms and conditions of any third-party video platform to which content has been uploaded.

**10. Prizes (values stated before taxes, if applicable):**

- a. A grand total of \$2,000,000.00 shall be awarded in prizes in connection with the Challenge and/or the Races.
- b. In addition, a "First to Beat a Human" prize of \$250,000.00 may be awarded.
- c. Terms and conditions of receiving the prizes shall be described in an agreement to be executed between Administrator and the Finalist or DRL and the Finalist.
- d. Taxes and Other Restrictions and Limitations:
- i. Prize values do not include taxes or other fees that may be due on Finalist's receipt of a prize.
- ii. All prizes, including cash or cash equivalent, will be provided to the Team Leader. Each Finalist Team Leader may be required to set up a PayPal account, as directed by Administrator, in order to receive the cash component of the prize.
- iii. The prizes are non-transferable and no substitution is permitted, except with the express permission of Administrator.
- iv. Without limiting any of the prize exclusions set forth in this Section, winners are responsible for all tax reporting and payments that may be required under the laws of their respective jurisdictions.
- v. Administrator will withhold and remit to the IRS 30% of the actual prize value accepted by non-U.S. winners in compliance with U.S. tax laws.
- e. By receipt of any prize, to the extent permitted by applicable law, winners release and hold harmless Administrator and Released Parties from and against

any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. This release does not apply to claims against Administrator or the Released Parties for damages because of personal injury or death, and to claims for damages in case of intent or gross negligence by Administrator or the Released Parties.

- f. If a prize, or any portion thereof, cannot be awarded for any reason, Administrator reserves the right to substitute prize with another prize of equal or greater value.
  - g. Nothing in these Official Rules is intended to exclude, restrict, or modify an Entrant's rights under applicable consumer laws.
- 11. Not an Offer of Employment:** Nothing in these Official Rules is an offer or contract of employment of any kind with any Individual or Entity. Entrant acknowledges that Entrant's Profile Information, Entry Code, and Finalist Code have been submitted voluntarily and not in confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Administrator or any of the Released Parties and that no such relationship is established by submission of any Content pursuant to these Official Rules.
- 12. Entrant Behavior:** During the Challenge, Finalists are subject to background checks. If Finalists are sponsored by any third parties, including any brands or Entities, such sponsor arrangements may be reviewed by Administrator. Entrants shall not use, or permit others (including their sponsors) to use Administrator's trademarks, logos or other intellectual property without the advance written consent of Administrator.
- 13. Limitations of Liability:** To the extent permitted under applicable law, Administrator and Released Parties are not liable for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Challenge; (2) technical failures of any kind, including without limitation, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any aspect of the Challenge; (4) late, lost, undeliverable, damaged or stolen mail or other communications; (5) any other claims of damages arising from participation in this promotion or acceptance or use of prizes; and (6) any claims by an Entrant that his or her or its Profile Information, Entry Code, Finalist Code, or any Content is similar to or competitive with technologies or products independently developed by Administrator or received by Administrator from third parties, including from other Entrants.
- 14. Disputes:**
- a. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or any prize awarded shall be resolved individually and without resort to any form of class action, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses. Entrant also hereby waives any and all rights to have damages multiplied or otherwise increased.
  - b. For Residents of the United States only: Any claim shall be resolved exclusively by the United States District Court for the District of Maryland or the appropriate Maryland State Court;



- c. For Residents of jurisdictions outside of the United States: All disputes arising out of, connected with, or relating in any way to this Challenge shall be finally resolved by arbitration under the ICC (International Chamber of Commerce) Rules. There shall be one arbitrator. Except where prohibited by law, the legal place of arbitration shall be the state of Maryland, United States. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive laws of United States.
- d. For Residents of Colombia, Finland, Germany and Spain only: This limitation to the amount of damages does not apply.
- e. For Residents of Poland only: Complaints regarding the Challenge proceedings may be submitted in writing to Administrator's address within 21 days of the end of the Challenge. A written complaint should include: name, address of the Entrant, as well as detailed description of the complaint. A complaint will be resolved within 14 days of receipt by the Administrator. The decision will be communicated to the Entrant in writing by a registered letter sent to the address included in the complaint within 7 days of the resolution of the complaint.
- f. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Administrator in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

**15. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**16. Publication of Winners:** For a list of winners, visit [www.lockheedmartin.com/alphapilot](http://www.lockheedmartin.com/alphapilot) or [www.heroX.com/alphapilot](http://www.heroX.com/alphapilot). The winner list will be posted 10 days after winner confirmation is complete.

© 2018 Lockheed Martin Corporation. All rights reserved.