

## Inception Retail Contest - Official Rules

By entering this Contest, you agree to be bound by these Official Rules and to comply with all applicable laws and regulations.

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THIS CONTEST. THIS CONTEST IS VOID WHERE RESTRICTED OR PROHIBITED BY LAW.**

### 1. Sponsor

This Contest is sponsored by NVIDIA Corporation, with an address at 2701 San Tomas Expressway, Santa Clara, CA 95050, U.S.A. (hereinafter “NVIDIA” or “Sponsor”).

### 2. Eligibility

You must be eighteen (18) years of age or older to be eligible to participate in this Contest. This Contest is open to employees of startups who are members of the [Inception Program](#). Startups who won the cool demo contest are not eligible to participate.

### 3. The Challenge

This Contest involves the following challenge: The entrant must fill out an application form to participate. Applications will be judged based on the following criteria: 1) GPU is a critical component 2) product/demo solves a problem and is impactful to the retail industry 3) Innovative and impressive.

### JUDGING

The winners will be selected by a panel of DL Experts, Marketing, GPU Ventures, and Industry Experts. Judges reserve the right to request entrants to produce a live demo upon request.

### 4. Prizes; Odds of Winning

Up to 5 prizes will be awarded following the closure of the contest. Prizes consist of one (1) Titan X to each start-up.

### 5. Entry Period

The entry period for this Contest begins at **8am** PT (Pacific Time) on **January 23<sup>rd</sup>, 2017** and ends at **6pm** GMT (Pacific Time) on **February 10<sup>th</sup>, 2017** (hereinafter the “Entry Period”). Following the entry period, an NVIDIA judge will select and announce the winners of the contest on **February 27<sup>th</sup>, 2017**.

### 6. Winner Announcement; Claiming and Awarding of Prize

The winners of the Prize will receive an email, which will be distributed on **February 27<sup>th</sup>, 2017**. To claim the prize, the winner must do the following within 30 days from the date of NVIDIA’s notification:

- a. confirm receipt of the notice by email (which confirmation must be sent from the same email address to which the notice was sent); and
- b. email [inceptionprogram@nvidia.com](mailto:inceptionprogram@nvidia.com) with the correct shipping address to receive the prize.

Within 21 days following its receipt of the Required Winner Documents from the winner, NVIDIA will ship the prize via FedEx or similar courier service, at NVIDIA’s expense, to the winner’s mailing address

**Commented [WU1]:** If the prize is a consumer product, the business owner should verify that the product being given away is certified to enter the country of the winner.

specified in his/her winning email. Notwithstanding the foregoing, if NVIDIA determines that the Required Winner Documents as returned by the winner are incomplete, erroneous, or otherwise not in order, NVIDIA may require the winner to provide complete or replacement documentation prior to shipment of prize. Digital prizes will be electronically emailed to the email address supplied as part of their contest submission.

**IMPORTANT NOTE TO ALL ENTRANTS:** If a winner cannot be contacted or fails to claim the prize or to return the Required Winner Documents within the specified time period, or if the prize is returned as undeliverable, or if a winner fails to comply with any of the provisions of these Official Rules, such winner will be considered to have forfeited the prize. In such case, the prize will be awarded to the individual who submitted the next best entry as previously determined by NVIDIA.

#### **7. Taxes**

The winner of this Contest is solely responsible for any and all applicable taxes and government charges that result from his/her receipt and/or use of the prize. Sponsor reserves the right to withhold and deduct such taxes and charges from the prize if and to the extent required by law.

#### **8. AGREEMENTS by Entrant**

- a. By entering this Contest, each entrant agrees and acknowledges that Sponsor and Sponsor Related Parties shall not be responsible or liable for: (i) any late, lost, stolen, forged, mutilated, corrupted, incomplete, illegible or misdirected entries; (ii) any errors, omissions, misinformation, or misidentification in an entry; (iii) any dispute or claim arising from an entrant's participation in this Contest or his/her entry, or his/her receipt, ownership or use of the prize; (iv) any computer hardware, software, Internet, network, cable, phone, or other communication or technical errors, failures, malfunctions, interruptions, or delays; or (v) any damage to an entrant's or any other person's computer hardware, software or data that results from participation in this Contest or accessing, downloading or using any tools, files, data, software, or other articles or materials in connection with this Contest.
- b. By entering this Contest, each entrant agrees and consents to Sponsor's collection, use and retention of his/her personal information for all purposes related to this Contest (including, without limitation, processing and administering entries, sharing an entrant's personal information with Sponsor Related Parties as necessary to conduct and operate this Contest, communicating with and awarding the prize to the winner, making public announcements about the winner, and advertising, promoting and publicizing this Contest).
- c. ANY ENTRY THAT IS IN BREACH OF ANY OF THE FOREGOING REPRESENTATIONS AND WARRANTIES OR IS OTHERWISE IN VIOLATION OF THESE OFFICIAL RULES, WILL BE DEEMED VOID AND AUTOMATICALLY BE DISQUALIFIED FROM THIS CONTEST.

#### **9. Reservation of Rights by SPONSOR**

Sponsor reserves the right, to the extent permitted by applicable law, to terminate, cancel, modify or suspend this Contest, in whole or in part, if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of this Contest as determined by Sponsor in its sole discretion. If this Contest or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this Contest, Sponsor reserves the right, at its sole discretion and to the extent permitted by applicable law, to disqualify any individual implicated in such action, and/or to cancel, terminate, cancel, modify or suspend this Contest, in whole or in part. Any attempt by an entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made Sponsor reserves the right

to seek damages and/or other remedies from any such person to the maximum extent permitted by applicable law. In addition, Sponsor reserves the right to take down and remove any entry that becomes subject to a third-party claim for copyright infringement or for violation of any other right.

**10. Governing Law; Jurisdiction**

These Official Rules are governed by and shall be construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its conflicts of law rules. Each entrant hereby submits himself or herself to the exclusive jurisdiction of the state and federal courts sitting in Santa Clara, California, U.S.A.

**11. Contest Information**

You may request a copy of these Official Rules via email to [contests@nvidia.eu](mailto:contests@nvidia.eu). To learn the actual number of entries received and the winners selected in this Contest, please email [inceptionprogram@nvidia.com](mailto:inceptionprogram@nvidia.com) after [February 27<sup>th</sup>, 2017](#).

**Commented [WU2]:** Consumer Promotions -should include a link that specifies number of entrants and winner names (Keoki Young or Jeff Wycoff should be able to assist)  
Purpose - to avoid consumer complaints  
Enterprise Promotions-should list a contact email address to provide number of entrants and winner names

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