

## Palantir DevCon Fellowship Contest (“Contest”) Official Rules (“Rules”)

No purchase necessary to participate in this Contest. A purchase will not increase your chances of winning.

Void where prohibited by law. Winners may be required to respond to notification and other communications from Sponsor within forty-eight (48) hours from date of notification (or other specified timeframe or an alternate winner may be named in Sponsor’s sole discretion), as more fully described below.

**Important: Please read these Rules for this Contest, which are a contract, carefully before taking any step to participate. Without limitation, this contract includes indemnities to Sponsor (as defined below) from you and a limitation of your rights and remedies. By taking any step to participate, you agree to be bound by these Rules and represent that you satisfy all of the eligibility requirements.**

To utilize the prize, entrants must be available to travel to San Francisco Bay Area, California, USA between February 26 - 27, 2025.

BY SELECTING “I AGREE” (OR EQUIVALENT) WHERE SUCH OPTION IS MADE AVAILABLE, OR BY SUBMITTING A SUBMISSION (AS DEFINED BELOW) TO SPONSOR OR OTHERWISE PARTICIPATING IN THE CONTEST (AS DEFINED HEREIN), YOU CONFIRM THAT YOU (“YOU” OR “YOUR” OR (AS APPLICABLE) PARTICIPANT (AS DEFINED BELOW)) HAVE READ THESE RULES (AS DEFINED HEREIN), THAT YOU UNDERSTAND THE TERMS OF THE RULES, AND THAT YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE RULES. **SPONSOR:** Palantir Technologies Inc. 1200 17th Street, Floor 15 Denver, Colorado, USA 80202 (“Sponsor”).

**OVERVIEW:** The Contest begins on January 15, 2025 and ends at **11:59 pm EDT** February 7, 2025 (“**Submission Period**”). Eligible individuals may participate by creating and submitting both an original video showcasing their [Palantir Artificial Intelligence Platform](#) workflow from their AIP Account (defined below) (“**Video**”) and a pull request for that workflow either in Palantir’s Community Registry GitHub (available at <https://github.com/palantir/aip-community-registry>) or a link to that workflow in your own GitHub repository (“**Code**”) (the Video and Code together, a “**Submission**”) in accordance with these Rules during the Submission Period. “**AIP Account**” means either (a) a Build with AIP Developer Tier account that can be created by signing up at [https://signup.palantirfoundry.com/signup?signupPermitCode=BUILD\\_WITH\\_AIP&tracking-code=build.palantir.com](https://signup.palantirfoundry.com/signup?signupPermitCode=BUILD_WITH_AIP&tracking-code=build.palantir.com) (“**Developer Tier**”); or (b) an enterprise AIP or Palantir Foundry account (“**Enterprise Tier**”) to which Participant has access as an authorized user on behalf of their employer or principal that has executed an agreement for access and use of such Enterprise Tier instance of AIP or Palantir Foundry with Sponsor (an “**Enterprise Agreement**”) (such employer or principal an “**Enterprise Customer**”). A Developer Tier account is free and requires agreement to

additional terms (including the Palantir AIP Now Terms of Service available at <https://palantir.pactsafe.io/aip-now-6493.html>). If Participant creates their Submission on any AIP Account other than Developer Tier (including an Enterprise Tier account), Participant represents, warrants and covenants that: (i) the Submission was created on an Enterprise Tier AIP Account, which Participant had proper authorization from the applicable Enterprise Customer to use (consistent with the applicable Enterprise Agreement), and for which Enterprise Customer has executed a valid Enterprise Agreement; (ii) Participant has solely and exclusively created the Submission and has obtained all necessary consents, authorizations, approvals, and/or agreements (including from the Enterprise Customer) as required by any applicable laws, policies, or contracts (including Participant's agreement with Enterprise Customer and the Enterprise Agreement), and has informed Palantir of any obligations applicable to Palantir's processing of data or materials included in the Submission, in order to enable Palantir exercise its rights with respect to the Submission set forth in these Rules without Palantir violating any laws or regulations or rights of third parties; (iii) the Submission does not contain any confidential or proprietary information of the applicable Enterprise Customer; (iv) the applicable Enterprise Customer is not an organ, body, agency, bureau, officer, official, body or instrumentality of any government; and (v) the Submission, Participant's participation in the Contest, Participant's submitting the Submission to Sponsor, and Participant's providing all of the rights and licenses to Sponsor set forth in these Rules, comply with the Enterprise Agreement. Submissions submitted in accordance with these Rules will be evaluated by Sponsor in accordance with the judging procedures detailed under the "Winner Selection/Notification" section below.

**ELIGIBILITY:** This Contest is open only to individuals who: (1) are at least eighteen (18) years of age as of the start of the Submission Period; (2) reside in USA, Canada, United Kingdom, the Republic of India, Spain, France, or Germany; (3) have an AIP Account (and if they are using an Enterprise Tier AIP Account to create the Submission, satisfy (i) – (v) in the "Overview" section, above); and (iv) submit Submissions that acquire at least fifteen (15) Points (as defined in the "Winner(s) Selection/Notification" section, below). Those who meet these eligibility requirements and take steps to participate are referred to as "**Participants**" in these Rules. Participants must have authorized access to their AIP Account before they create the Submission and fill out the Submission Form.

Personnel, employees, officers, directors, members, managers, agents, and representatives of Sponsor and any other entities participating in the administration of this Contest, Sponsor, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies, judges and their employers, employees, managers, agents and representatives (collectively, the "**Released Parties**") and any family member or member of the same household (whether or not related) of any such persons are not eligible to participate or win this Contest. For purposes of this Contest, the term "family members" is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

Limit of one (1) entry per person.

**HOW TO PARTICIPATE:** During the Submission Period, create a Submission (as defined above in the

“Overview” section, consisting of both a Video and Code). Submitting a Submission requires an AIP Account (as described in the “Overview” section, above). To submit a Submission, Participants must:

- Fill out Palantir’s Participant interest form via Marketo available at <http://palantir.com/devcon-fellowship> (“Interest Form”).
- Upload your Video to YouTube as an “unlisted” video.
- Create Code (as described in the “Overview” section, above) that (1) contains a README file with (a) an overview of the Code and its objectives (no greater than 500 words ), (b) instructions for installing and using the Code, and (c) Participant’s expected impact of the Code on the developer community; (2) includes properly functioning implementation of the code in the Code; (3) includes reasonably comprehensible and useful documentation for the Code; and (4) is made publicly available under the Apache 2.0 open source license (available at <https://www.apache.org/licenses/LICENSE-2.0>).
- Fill out Palantir’s Participant splash page submission form emailed to Participant’s email address provided in the Interest Form, by Sponsor (“Splash Form”) and include the unlisted YouTube link to your Video, as well as a link to the Code (either the pull request to Palantir’s Community Registry GitHub, or a link to your own GitHub Repository).
- Use LASTNAME\_FIRSTNAME\_DEVCON\_SUBMISSION in the Video title name.

“**Submission Form**” refers to the Interest Form and/or the Splash Form.

Your Submission must demonstrate a solution in your AIP Account to a problem you define in your Video, where such solution entails a workflow of consequence in your AIP Account. Your Video must show how you approached the problem, why you chose to manipulate the data in the way you did, who your anticipated users are, and the impact you expect this workflow to drive. Your Submission must meet the “Submission Requirements” set forth in these Rules to be eligible.

Participant’s use of its AIP Account associated with the Submission, Submission, any accompanying copy, and all other accompanying or linked material (collectively, “**Participant Content**”) must comply with (i) these Rules, (ii) “Submission Requirements” detailed below, and (iii) the terms and guidelines applicable to the platform where the Participant Content is posted, for example, YouTube’s Terms of Use <https://www.youtube.com/t/terms> and GitHub’s Terms of Use <https://docs.github.com/en/site-policy/github-terms/github-terms-of-service>.

Sponsor’s platform clock will be the official timekeeper for this Contest. Submissions must be submitted and received by Sponsor during the Submission Period and all participation must be in strict accordance with the instructions and restrictions in these Rules. For purposes of this Contest, submitting or attempting to submit a Submission does not constitute proof of actual receipt of the Submission for purposes of this Contest. Those who do not abide by these Rules and the instructions of Sponsor and provide all required Participant Content may, in Sponsor’s sole discretion, be disqualified. Submissions that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Submissions or participation made on behalf of a Participant by a

third party not affiliated or associated with that Participant (as determined by Sponsor in its sole discretion) or originating through any commercial promotion subscription, notification, or participating services will be declared invalid and disqualified for this Contest. No Released Party will have any responsibility or liability for any dispute regarding any Participant, including the identity of any natural person associated with an AIP Account. If any dispute regarding a Submission or Participant cannot be resolved to Sponsor's satisfaction, the Submission will be deemed ineligible. SUBMISSION OR PARTICIPATION MAY NOT BE ACKNOWLEDGED. IN FACT, SUBMISSIONS MAY BE DESTROYED AFTER THE SUBMISSION PERIOD. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF THE ENTRY, INCLUDING YOUR SUBMISSION. ANY SUBMISSION THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE RULES MAY, IN SPONSOR'S SOLE DISCRETION, BE DEEMED INELIGIBLE.

**SUBMISSION REQUIREMENTS:** Your Participant Content must meet all of the requirements in these Rules, including the following, or the associated entry will be disqualified:

- All aspects of the Participant Content must be originally created, and solely owned, by Participant (or be in the public domain) unless third party content is validly licensed and permitted pursuant to Sponsor's instructions in these Rules. Sponsor reserves the right to request proof of compliance with this requirement or Submission may be subject to disqualification.
- Participant Content may only be created using artificial intelligence or other machine learning tools specifically permitted by Sponsor (which permission extends to the software developed by Participant to form the AIP Accounts).
- Participant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity and may not feature any other brand names, products, logos, or businesses other than Participant's, if applicable and permitted by Sponsor, unless specifically permitted in these Rules.
- Participant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory (include trade libel), disparaging, harassing, threatening, profane, obscene, pornographic, hateful, indecent, inappropriate, inconsistent with the Palantir Use Case Restrictions available at <https://palantir.pactsafe.io/aip-now-6493.html#ucr-985315>, or injurious to any Released Party or any other party.
- Participant Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules, or regulations.
- Participant Content must be suitable for presentation in a public forum.
- Participant Content must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior.
- Participant may not be, or be determined to likely be (at Sponsor's sole discretion), operating as a representative, official, or asset of a foreign power (included but not limited to any government or government instrumentality).
- Participant Content must be in English.
- Participant's Video must be no more than four (4) minutes long.
- Videos must be made via the Submission Form with the unlisted YouTube link submitted.
- Links to Code must be submitted via the Submission Form.
- Submissions must adhere to Palantir's AI Ethics principles, available at <https://www.palantir.com/pcl/palantir-ai-ethics/>.
- Code must be out-of-the-box deployable and ready for community use, and built using up-to-date

developer tooling.

- Submissions must be aimed to solving real-world problems.
- Participant Content must not have been created on an Enterprise Tier AIP Account for which the Enterprise Customer is or was an organ, body, agency, bureau, officer, official, body or instrumentality of any government.
- Participant Content must not contain any government data.
- **You agree that your participation in the Contest and agreement to these Rules and any Released Party's display and use of the Participant Content permitted under these Rules will not violate any agreement to which you are a signatory or party. If Participant has developed the Submission on an Enterprise Tier AIP Account, Participant represents, warrants, and covenants that all Participant Content conforms to (i) – (v) described in the "Overview" section, above.**
- **To the fullest extent permitted by applicable law, you agree to indemnify the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of the Participant Content permitted under these Rules.**

**WINNER(S) SELECTION/NOTIFICATION:** At the end of the Submission Period, eligible Submissions will be judged by a panel of Sponsor-selected judges ("**Judges**"). The Judges will use the following criteria, weighted according to the average total "Points" assigned to each criterion by each Judge, (the "**Criteria**") to evaluate the entries:

- The number of "stars" (based on community reviews) awarded to the GitHub repository accessible via the link Participant used to submit the Code on the Submission form by the time of judging: Points on a scale of 1 – 5 allocated in linear proportion to the range of the lowest number of "stars" received by any Submission (which shall receive 1 Point) through the highest number of "stars" received by any Submission (which shall receive 5 Points) (maximum 5 Points);
- The Submission's focus on users (their problems and experience) and value orientation: maximum 5 Points;
- Creativity of ideas demonstrated by the Submission: maximum 5 Points;
- Practical utility demonstrated by the Submission: maximum 5 Points; and
- Likely community appeal of the Video: maximum 5 Points.

The Judges will choose five (5) of the top-scoring Submissions based upon the Criteria ("**Winners**"). All Judges' decisions are final and binding in all matters relating to this Contest.

Each Participant acknowledges that other Participants may have created ideas and concepts contained in their Submission that may have familiarities or similarities to their Submission, and that they will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

Sponsor or its representative may contact Participants for verification purposes and administration of the Contest. Winners will be chosen as specifically described, and not using any random drawing or method incorporating chance. If no Submissions (or fewer Submissions than stated number of intended Winners) meet the requirements set forth in the "How to Participate" section and/or do not adhere to the Submission Requirements, no, or fewer, Submissions will be selected.

Sponsor may contact potential Winners via email at the address Winner provided in the Submission Form. Potential Winners must respond in accordance with Sponsor's instructions and required timing or recognition may be forfeited.

To the extent required and allowed by applicable law, Sponsor will honor requests that Winner or potential Winner information not be published or posted online. A UK Winner may object to their surname and county/region being made publicly available. If any prize, prize notification, or Contest-related communication is rejected, faulty, or undeliverable; or if Winner or potential Winner fails to comply with these Rules, the prize may, in Sponsor's sole discretion, be forfeited and an alternate Winner may be selected (time permitting) based on the original method of Winner selection or other method that is fair in Sponsor's sole discretion. Sponsor is not obligated to pursue more than three (3) alternate Winners for any prize for any reason, in which case such prize may go unawarded. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential Winner, if any. If a prize is legitimately claimed, it will be awarded. Upon prize forfeiture or inability to use a prize or portion of a prize by a Winner or potential Winner, Sponsor will have no responsibility or liability to that individual. To claim a prize, Winner(s) must follow the directions in the prize notification. Failure to comply with Sponsor's or its representative's instructions, or these Rules may, in Sponsor's sole discretion, result in disqualification from this Contest and forfeiture of any prize potentially won. Decisions of Sponsor are final on all matters relating to this Contest, including interpretation of these Rules, determining the Winners, and awarding of the prize(s).

**PRIZE(S) AND APPROXIMATE RETAIL VALUE (ARV):** Five (5) Winners subject to verification, will each receive an invitation and admission for one (1) to the Palantir DevCon February 26 -27, 2025 in San Francisco Bay Area, California, USA, round-trip economy-class air travel to an airport in or near San Francisco Bay Area, California, USA, and hotel accommodations for two (2) nights at a hotel of Sponsor's choosing. Meals and ground transportation are not included.

ARV of each prize to be awarded: \$1,125.

Total ARV of all prizes to be awarded: \$5,625.

Actual retail value of the prize may vary depending on location of the Winner's residence, market conditions, changes in value of components (e.g., air transportation and hotel rates) and other reasons. The Released Parties are not responsible for, and Winner will not receive, the difference between the actual value of the prize at the time of prize fulfillment and the stated ARV in these Rules or in any Contest-related correspondence or materials. The Winner must travel from a Sponsor-selected airport on Sponsor-selected dates or the prize may be forfeited and an alternate Winner named. Failure to complete the trip does not relieve the Winner of their tax obligations associated with winning the prize. Specific travel arrangements not specified in these Rules will be made and determined in Sponsor's sole discretion. All tickets are subject to the terms and conditions specified thereon. Travel must originate from and end at the same airport. It is the Winner's sole responsibility to comply with all travel requirements, which may include, without limitation, presenting a valid passport, visa and/or other necessary identification (including photograph) at the time of travel. Flight schedules are subject

to change without notice. Winner may be required to provide a credit card at time of hotel check-in to cover hotel incidentals. **WINNER AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.** Sponsor is not responsible for a potential Winner's inability to accept or use the prize for any reason. All travel arrangements must be made through Sponsor or its designee. The Released Parties are not responsible for any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, benefit providers or any other persons providing any prize-related services or accommodations. The Released Parties are not liable for any missed events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other benefit element except at the sole and absolute discretion of the Released Parties. Winner is responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledges that the Released Parties have not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Any taxes (federal, state, provincial/territorial, and local) and all expenses not specifically mentioned herein, are not included as part of any benefits, and are solely the Winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Winner's destination(s), carrier fees, government charges, fees associated with procuring visas, room service, bag check fees, parking fees, laundry service, food, beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel policies and regulations apply. Travel and lodging are subject to availability.

All prize and prize fulfillment details not specifically stated in these Rules will be determined by Sponsor in its sole discretion. If any potential Winner(s) cannot receive a prize from Sponsor per their employer's policies, that potential Winner will forfeit the prize won and Sponsor will have no further obligation to that Winner. All taxes (federal, state, and local), as well as any expenses not specified in these Rules as being provided as part of the prize, are the sole responsibility of each Winner. Sponsor is not responsible for, and will not replace any, lost, mutilated, or stolen prize or prize component, or any prize/prize component that is undeliverable or does not reach a Winner because of incorrect or changed contact information. If a Winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any Winner to accept or use any prize (or portion of any prize) for any reason. Winner(s) is/are strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute any stated prize or portion of any prize with another prize or portion of a prize of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prizes will be awarded. Participants waive the right to assert, as a cost of winning any prize, any and all costs of verification and redemption or travel to claim or use the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

**LICENSE:** By participating, except where prohibited by law, each Participant grants to the Released Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, and distribute Participant's name, likeness, voice, biographical information, any quotes attributable to him or her, any other indicia of persona and the Submission (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) to administer the Contest and promote the Contest.

Each Participant hereby acknowledges and agrees that the relationship between the Participant and each of the Released Parties is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to submit a Submission for purposes of the Contest does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Submission (including, without limitation, the Submission), other than as set forth in these Rules. Each Participant understands and acknowledges that the Released Parties have wide access to ideas, text, images, videos and other creative materials. Each Participant also acknowledges that many ideas may be competitive with, similar to, or identical to their Submission and/or each other in idea, components, format, or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material that has or may come to such Released Party from other sources. Each Participant acknowledges and agrees that Sponsor does not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Participant's copyright or other proprietary rights in and to their Submission. Each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Submission, or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party production or material, created or derived from a Submission, and Participant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

For the avoidance of doubt, nothing in these Rules compels or requires Sponsor to take any action with respect to Participant's Submission, including but not limited to uploading or publishing it on the Palantir AIP Community Registry. Further, nothing in these Rules impairs, modifies, transfers, or provides Participant any right or license in or to the Palantir Technology (as defined in the Palantir AIP Now Terms of Service, or the equivalent concept in the applicable Enterprise Agreement). Participant owns Participant's Submission.

Participant grants to Sponsor (and its agents, successors, and assigns) and all of Sponsor's customers and third party licensees the irrevocable, perpetual, worldwide, transferable, sublicensable, royalty-free, absolute right, license, and permission to use, edit, modify, copy, reproduce, distribute to third parties, and create derivative works of (a) Participant's name, likeness, voice, biographical information, any quotes attributable to Participant, and any other indicia of persona provided by Participant to Sponsor; and (b) Participant's Submission (regardless of whether altered, changed, modified, edited, used alone, or used with other material



in Sponsor's sole discretion), any derivative works thereof, and any and all Intellectual Property Rights in and to the foregoing for the purposes of making the Submission publicly available via the Palantir Community Registry website (accessible via [build.palantir.com](https://build.palantir.com)), or GitHub repo (accessible via <https://github.com/palantir/aip-community-registry>) and/or publicly promoting the Submission and/or the foregoing two websites.

**LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES:** Nothing in these Rules limits, excludes, or modifies or purports to limit, exclude, or modify any statutory consumer guarantee or any implied condition or warranty, the exclusion of which from these rules would contravene any statute or cause any part of these rules to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence and to the maximum extent permitted by any mandatory provisions of applicable law, the Released Parties exclude from these Rules all conditions, warranties, and rules implied by statute, general law, or custom, except for liability in relation to a Non-Excludable Guarantee. Subject to any Non-Excludable Guarantees, each Participant agrees to release, hold harmless, and indemnify (i.e., defend and/or reimburse) the Released Parties from any liability whatsoever for injuries or damages of any kind sustained in connection with the Contest, including, without limitation, any injury, damage, death, loss, or accident to person or property (however (but only if required by law in your jurisdiction), this release, hold harmless, and indemnification commitment does not apply to cases of bodily injury or loss of life or to the extent that any death or personal injury is caused by the negligence of Sponsor or other third party, where liability to the injured party cannot be excluded by law).

To the fullest extent permitted by applicable law, each Participant understands and agrees that all rights under section 1542 of the Civil Code of California and any similar law of any eligible jurisdiction are expressly waived by them. Section 1542 reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Participant shall defend Sponsor against any third party claim asserted against Palantir arising from or relating to (a) its Submission, or (b) Participant's breach of these Rules, and indemnify and hold harmless Sponsor from and against related costs, attorneys' fees, and damages, if any, issued by a competent authority or finally awarded.

**ADDITIONAL DISCLAIMERS:** The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Participant, or by human error (except to the extent that any of the following occur for reasons within Sponsor's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Submissions made by illegitimate means (such as, without limitation, by an automated computer program); any lost, late, materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or

technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Rules, in any Contest-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; 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 Participant's participation in the Contest. Released Parties are not responsible for electronic communications that are undeliverable because of any form of active or passive filtering of any kind, or for insufficient space in a person's account(s) to receive messages. Released Parties are not responsible, and may disqualify a Participant, if any contact information provided by the Participant does not work or changes without giving prior written notice to Sponsor. Without limiting any other provision in these Rules, the Released Parties are not responsible or liable to any Participant or Winners (or any person claiming through such Participant or Winner) if any of the Contest activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

**GENERAL RULES:** By participating, except where prohibited by law, each Participant grants to the Released Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, and distribute the Submission to administer and promote the Contest as described in these Rules, and each such person releases all Released Parties from any and all liability related to such authorized uses.

Sponsor's decisions will be final in all matters relating to this Contest, including interpretation of these Rules, and selection of the Winners. All Participants, as a condition of entry, agree to be bound by these Rules and the decisions of Sponsor. Failure to comply with these Rules may result in disqualification from the Contest. Participants further agree to not damage or cause interruption of the Contest and/or prevent others from participating in the Contest. Sponsor reserves the right to restrict or void participation from any IP address, email address or domain, account, or device if any suspicious Submission and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void Submissions or other participation by any person who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these Rules (including any alleged discrepancy or inconsistency within these Rules), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in the Contest or these Rules. If Sponsor determines (at any

time and in its sole discretion) that any Winner or potential Winner is disqualified, ineligible, in violation of these Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Sponsor reserves the right to disqualify such Winner or potential Winner, even if the disqualified Winner(s) or potential Winner(s) may have been notified or displayed or announced anywhere. Sponsor's failure to, or decision not to, enforce any provision in these Rules will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules will otherwise remain in effect and will be construed as if the invalid or illegal provision were not contained in these Rules. If the Contest is not capable of running as planned, for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest or run the Contest based on eligible Submissions received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, participates or submits Submissions by fraudulent means, or is otherwise determined to be in violation of these Rules in an attempt to win, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding a Submission cannot be resolved to Sponsor's satisfaction, such Submission will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES/GOVERNING LAW:** Except where prohibited by law, any and all disputes, claims, and causes of action between a Participant and any Released Party arising out of or connected with this Contest, the determination of any Winner awarded must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a Participant be permitted or entitled to win or receive, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the Participant's actual out-of-pocket expenses (if any), not to exceed ten United States dollars, and each Participant further waives all rights to have damages multiplied or increased.

This Contest, these Rules, and any dispute arising under or related to this Contest and/or Rules (whether for breach of contract, tortious conduct or otherwise) will be governed, construed, and interpreted under the internal laws of the state of California, USA, without reference or giving effect to its conflicts of law principles or rules that would cause the application of any other jurisdiction's laws and, if that is not possible, then the laws of the United Kingdom. Any legal actions, suits, or proceedings related to this Contest (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over San Mateo County, California, USA and each Participant irrevocably accepts, submits, and consents to the exclusive jurisdiction and venue of these courts with respect to any legal actions, suits, or proceedings arising out of or related to this Contest, and if that is not possible, then such actions, suits or proceedings will be brought in the courts having jurisdiction over London, United Kingdom. Unless prohibited

by applicable law, all Participants waive any and all objections to jurisdiction and venue in these courts and hereby submit to the jurisdiction of those courts. If required under applicable law, nothing in these Rules will limit the right of any participant to bring proceedings (including third party proceedings) against Sponsor in a court of competent jurisdiction located within the participant's jurisdiction (as applicable).

**PRIVACY:** By participating, you consent to the collection, storage, processing, and transmission of your submitted personal data by Sponsor and its affiliated companies for the purposes of conducting this Contest. The personal data collected is subject to applicable data protection laws and [Palantir's Privacy Policy](#).

**WINNER'S LIST/RULES:** To find out the first initial, last name, and country of the Winners, send an email within 90 days of the Submission Period to [devcon-fellowship@palantir.com](mailto:devcon-fellowship@palantir.com) (Sponsor's email for the purposes of this Contest) with the subject: "DevCon Fellowship Contest Winner List Request". One (1) Winner information request per person/email address will be fulfilled. Requests for Winner information must be received no later than three (3) months following the end of the Submission Period. For a copy of these Official Rules, no later than the end of the Submission Period visit <https://palantir.pactsafe.io/devcon-rules-6917.html>.

**THIRD PARTIES:** Reference within any Contest-related materials to any third party in connection with prizes and/or third-party websites, products, or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or this Contest.