GCP VRP Prize Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. CONTEST IS OPEN TO RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND WORLDWIDE, EXCEPT FOR CRIMEA, CUBA, IRAN, SYRIA, NORTH KOREA, IRAN, SO-CALLED DONETSK PEOPLE'S REPUBLIC (DNR), SO-CALLED LUHANSK PEOPLE'S REPUBLIC (LNR) (Current list of countries under export sanctions), AND QUEBEC.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The <u>GCP VRP Prize</u> (the "Contest") is a skill contest where each participant ("Participant") must submit a written report that describes the discovery and assessment of a vulnerability in Google Cloud Platform for which the Google Vulnerability Reward Program granted an award (a "Vulnerability Write-up") to the Participant. Google, in its sole discretion, will evaluate the Vulnerability Write-ups, and choose the winning entries in accordance with these Official Rules. The prizes will be awarded to the participants whose Vulnerability Write-ups are evaluated as having the highest scores in the judging criteria. The Vulnerability Write-up must meet the "Vulnerability Write-up Requirements," described below in Section 6, and will be judged by the criteria set forth in Section 7.

- **1. BINDING AGREEMENT**: In order to enter the Contest, you must agree to these Official Rules ("Rules"). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes a binding agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules you agree to these Rules.
- 2. ELIGIBILITY: To be eligible to enter the Contest, you must be: (1) above the age of majority in the country, state, province or jurisdiction of residence (or at least twenty years old in Taiwan) at the time of entry; (2) not a resident of Quebec, Crimea, Cuba, Iran, Syria, North Korea, so-called Donetsk People's Republic (DNR) or so-called Luhansk People's Republic (LNR) (3) not a person or entity under U.S. export controls or sanctions; and (4) have access to the Internet as of the beginning of the contest period. Employees, interns, contractors, and official office-holders of Google, and their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Google"), and members of the Google and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest. Google reserves the right to verify eligibility and to adjudicate on any dispute at any time.

If you are entering as part of a company or on behalf of your employer, these rules are binding on you, individually, and your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a prize. You further warrant that your actions do not violate your employer's or company's policies and procedures.

- **3. SPONSOR**: The Contest is sponsored by Google LLC ("Google"), a Delaware corporation with principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, USA.
- **4. CONTEST PERIOD**: The Contest begins each year at 12:00:00 A.M. Pacific Time (PT) Zone in the United States on January 1 and ends at 11:59:59 P.M. PT on January 15 in the following year ("Contest Period"). *ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.*
- **5. HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest website located at https://g.co/vrp ("Contest Site") during the Contest Period and follow the instructions for submitting a vulnerability. When you have submitted an eligible vulnerability under the VRP, use the form on the https://g.co/vrp page to submit an entry to this contest.

All entries must be received by 11:59 p.m. (PT) on January 15, 2023. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the potential winner may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain.

- **6. VULNERABILITY WRITE-UP REQUIREMENTS.** The Vulnerability Write-up must meet the following criteria (the "Vulnerability Write-up Requirements"):
 - A. It must clearly and concisely describe the vulnerability found. It must list the affected product, the technical details of the vulnerability, how it was found and how it can be exploited.
 - B. It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
 - C. It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, provincial or local laws and regulations the laws or regulations in any state where Vulnerability Write-up is created.
 - D. It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Google, in its sole discretion.
 - E. It must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
 - F. It cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
 - G. It cannot be longer than 31337 words. If it is longer than this, only the first 31337 words will be evaluated.
 - H. It must cover a previously reported and awarded Google Vulnerability Reward Program submission.
 - I. It must be written in the English language.

During the Contest Period, Google will evaluate each Vulnerability Write-up to ensure that it meets the Vulnerability Write-up Requirements. Google reserves the right, in its sole discretion, to disqualify any Participant who submits a Vulnerability Write-up that does not meet the Vulnerability Write-up Requirements.

- **7. JUDGING**: Each entry will be judged by a panel of Google employees ("Judges"). On or about February 15 the following year, each Vulnerability Write-up will be evaluated by the Judges based on the following criteria:
- A. It must be an eligible submission to the VRP.
- B. Participant must have received an award under the VRP.
- C. It must have been fixed by Google as part of the VRP process.
- D. The vulnerability-writeup must have been published in the Contest Period. The date of publishing should be no later than 365 days from the date when the vulnerability was reported as fixed by Google.
- E. It must affect one or more of the Google Cloud products (except Google Workspace) that have been available in Google Cloud Console during the contest duration.

Judges will evaluate and attribute a score to each Vulnerability Write-up made up of scores based upon the above-listed criteria. Write-Up clearly must describe the security flaw, how it was identified, and how it works. The seven entries that receive the highest overall score will be selected as the potential winners. If there is a tie, the Vulnerability Write-up that was submitted first will be ranked higher for consideration as one of the potential winner(s). In the event a potential winner is disqualified for any reason, the Vulnerability Write-ups ranked lower than their Write-up will be promoted by one place. Selection of winners and disclosure of scores are at Google's sole discretion.

On or about **February 15**, the potential winners will be selected and notified by email. If a potential winner does not respond to the notification attempt within 10 days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging criteria described herein. Except where prohibited by law, each potential winner may be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Google. If required, potential winners must return all such required documents within 14 days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner will be selected based on the judging criteria described herein. In the event the potential winner is a minor, the minor's parent or legal guardian must sign the documents and return them as described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

The number of prizes awarded will not be more than the number of Write-ups received. All judging and selected prizes are at the sole discretion of Google. Determinations of judges are final and binding.

8. PRIZE: 133'337 USD for the first position, 73'331 USD for the second position, 31'337 USD for the third position, 31'311 USD for the fourth position, 17'311 USD for the fifth position, 13'373 USD for the sixth position and 13'337 USD for the seventh position.

Odds of winning any prize depends on the number of eligible entries received during the Contest Period and the skill of the Participants. The prize will be awarded within approximately 10 weeks of receipt by Google of final prize acceptance documents. No transfer or substitution for the prize is allowed, except at Google's sole discretion. Google reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and ARV will not be awarded.

- 10. TAXES: PAYMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL, PROVINCIAL AND FOREIGN TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES GOOGLE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The potential winner is responsible for ensuring that they comply with all applicable tax laws and filing requirements.
- **11. GENERAL CONDITIONS**: All federal, state, provincial and local laws and regulations apply. Google reserves the right to disqualify any Participant from the Contest if, in Google's sole discretion, it reasonably believes that the Participant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Participants, Google, or the judges.
- **13. PRIVACY**: Participant acknowledges and agrees that Google may collect, store, share and otherwise use personally identifiable information provided during the registration process and the contest, including, but not limited to, name, mailing address, phone number, and email address. Google will use this information in accordance with its Privacy Policy (https://www.google.com/policies/privacy/), including for administering the contest and verifying Participant's identity, postal address and telephone number in the event an entry qualifies for a prize.

Participant's information may also be transferred to countries outside the country of Participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of Participant's residence.

If a participant does not provide the mandatory data required at registration, Google reserves the right to disqualify the entry.

Participant has the right to request access, review, rectify or delete any personal data held by Google in connection with the Contest by writing to Google at this email address external-vulns@google.com.

14. PUBLICITY. By accepting a prize, Participant agrees to Google and its agencies' use of his or her name, likeness, and Vulnerability Write-up for advertising and promotional purposes without additional compensation, unless prohibited by law.

15. WARRANTY, INDEMNITY AND RELEASE: Participants warrants that their Vulnerability Write-ups are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Vulnerability Write-up and that they have the right to submit the Vulnerability Write-up in the Contest and grant all required licenses. Each Participant agrees not to submit any Vulnerability Write-up that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable local, state or federal law.

To the maximum extent permitted by law, each Participant indemnifies and agrees to keep indemnified Google at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the Google from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Vulnerability Write-up or other material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Contest; (c) any non-compliance by the Participant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Participant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

Participant releases Google from any liability associated with: (a) any malfunction or other problem with the Contest Site; (b) any error in the collection, processing, or retention of entry information; or (c) any typographical or other error in the printing, offering or announcement of any prize or winners.

- **16. ELIMINATION**: Any false information provided within the context of the Contest by any Participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Participant from the Contest.
- 17. INTERNET: Google is not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Vulnerability Write-ups due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions that may limit a Participant's ability to participate.
- 18. RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Google further reserves the right to disqualify any Participant who tampers with the submission process, or any other part of the Contest or Contest Site, or otherwise deemed unfit as a Participant. Any attempt by a Participant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such Participant to the fullest extent of the applicable law.
- 19. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a Vulnerability Write-up into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with Google. You acknowledge that you have submitted your Vulnerability Write-up voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google and that no such relationship is established by your submission of a Vulnerability Write-up under these Rules.
- **20. FORUM AND RECOURSE TO JUDICIAL PROCEDURES**: These Rules are governed by the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision of these Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights.
- **21. ARBITRATION**: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.
- **22. WINNER'S LIST**: The winner will be announced yearly on either https://g.co/vrp or through a blog post in https://g.co/vrp or thro