OpenAl x Hugging Face: Subscriber Open Model Credits Offer ("Offer") Terms

NO PURCHASE NECESSARY TO PARTICIPATE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF GETTING THE BENEFIT. VOID WHERE PROHIBITED BY LAW.

THIS IS A <u>CLOSED</u> OFFER, OPEN ONLY TO ELIGIBLE INDIVIDUALS WHO HAVE A VALID EMAIL ADDRESS ISSUED BY AN ACCREDITED ACADEMIC INSTITUTION (E.G., ENDING IN .EDU OR A RECOGNIZED INTERNATIONAL EQUIVALENT) AND ASSOCIATED ACTIVE HUGGING FACE ACCOUNT.

MUST HAVE A PAYMENT CARD ON FILE WITH HUGGING FACE TO RECEIVE THE OFFER BENEFIT, OR BENEFIT WILL BE FORFEITED.

THIS PROGRAM IS NOT OPEN TO THE PUBLIC.

Overview: The first five hundred (500) eligible individuals who submit the online form for this Offer (available at https://tally.so/r/mKKdXX/) will receive a one-time inference credit for use with OpenAl open models valued at fifty dollars (\$50) provided by Hugging Face (the "Benefit"), as more fully described below. The Offer begins on [Insert Date] when Sponsor announces the Offer and ends on [Insert Date] or when all five hundred (500) Benefits have been claimed, whichever occurs first ("Offer Period"). The Offer is subject to these terms ("Terms") and is sponsored by OpenAl OpCo, LLC ("Sponsor").

<u>Eligibility</u>: This Offer is open only to individuals who as of the start of the Offer Period:

- (1) are at least eighteen (18) years of age and the age of majority in their jurisdiction of residence;
- (2) have a valid email address issued by an accredited academic institution (e.g., ending in .edu or a recognized international equivalent in Sponsor's sole discretion) that is
- (3) associated with a valid, active Hugging Face account; and
- (4) are located in a country or territory where access to OpenAl's services is supported (see an exhaustive list at https://platform.openai.com/docs/supported-countries).

Must have a valid payment card on file with Hugging Face to receive the benefit (card will not be charged in connection with this Offer).

Individuals who are located in a country or territory where participation is restricted or prohibited are not eligible. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, and its parents, subsidiaries, affiliates, assigns, successors in interest, and advertising, promotion, and public-relations agencies, and any other party participating in the development, administration, or fulfillment of this Offer (collectively the "Released Parties"), and the immediate families (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and members of the same household (whether legally related or not) of each such individual, are ineligible to participate or receive a Benefit for this Offer. Participation in this Offer constitutes entrants' full and unconditional agreement to and acceptance of these Terms and the decisions of Sponsor.

How to Participate: An eligible individual must visit https://tally.so/r/mKKdXXI, complete and submit the online form for this Offer including a brief description of how they plan to use Hugging Face to explore OpenAl open models ("Valid Use Case") during the Offer Period and be one of the first five hundred (500) individuals to do so. Sponsor must actually receive and record the online form for this Offer to be eligible. Other proof of attempting to participate does not constitute proof of actual "participation" for purposes of this Offer. An online form must include an individual's full name, a valid email address from an accredited academic institution [Confirm based on final form], Hugging Face username, Valid Use

Case, and any other information as indicated on the form. Sponsor reserves the right to verify eligibility and compliance with these Terms before and as a condition of any Benefit being awarded.

Additional Rules: Limit one (1) Benefit per person, regardless of how many times a person submits the online form. Attempts made by an individual to receive Benefits above the stated limit by any means are void and persons engaging in such conduct may, in Sponsor's sole discretion, be disgualified. Participation through the online form must take place during the Offer Period in strict accordance with the instructions and restrictions in these Terms. Sponsor, in its sole discretion, may accept or disqualify any purported participation that fails to follow the requirements in these Terms. Those who do not abide by these Terms or the instructions of Sponsor or its representatives may, in Sponsor's sole discretion, be disqualified and any participation by such person void. Participation that is fraudulent, forged, incomplete, late, misdirected, illegitimate, incomprehensible, or generated automated means will not be accepted and will be void. Participation by you on behalf of any other party or participation by another on your behalf will be declared invalid and disqualified for this Offer. By participating in the Offer, you authorize Sponsor to share your name, email address, Hugging Face username, and other information submitted via the online form with Hugging Face for the limited purpose of administering the Benefit. The personal data collected protection subject applicable data laws and Sponsor's Privacv Policy (https://openai.com/policies/row-privacy-policy/). OpenAI may modify, pause, or terminate this benefit at any time, including before all available credits are distributed.

By participating in the Offer (except where prohibited by law), you grant the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display your name, photograph, likeness, voice, biographical information, quotes attributable to you, use cases submitted via the online form and any other indicia of persona (regardless of whether altered, changed, modified, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to you, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and you release all Released Parties from any and all liability related thereto. Nothing contained in these Terms obligates Sponsor to make use of any of the rights granted herein and entrant waives any right to inspect or approve any such use.

No Guarantees or Endorsements: Open Al does not guarantee the availability or performance of Hugging Face services and is not responsible for managing user subscriptions, account issues, or credit redemption. Participation does not imply any endorsement or partnership beyond the scope of this limited benefit.

Limitation of Liability: By participating, entrants and benefit recipients individually and on behalf of their relatives, heirs, assignees, executors, and administrators, hereby permanently, irrevocably and forever waive and release any and all rights, demands, losses, liabilities, claims and causes of action whatsoever which You may now or hereafter be entitled to assert against the Released Parties, including, but not limited to any death, injury, loss of enjoyment or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of the Offer and/or any Benefit awarded, any claim or demand for additional compensation or any other claim or demand related to the Offer or what OpenAl provides, and forever release and discharge the Released Parties from any and all liability with respect thereto. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to the ChatGPT model, or any registration or benefit recipient selection.

<u>Governing Law & Dispute Resolution</u>. These terms are governed by the laws of the State of California, excluding its conflict of law rules. By participating, you agree to resolve any disputes related to this benefit in accordance with the dispute resolution and arbitration provisions in OpenAl's <u>Terms of Use</u>, including any applicable arbitration and class action waiver provisions.

Arbitration and Class Action Waiver:

IF YOU'RE A U.S. RESIDENT, YOU AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS SET FORM IN OPENAI'S TERMS OF USE AT OPENAI.COM/POLICIES/TERMS-OF-USE.

NO CLASS OR REPRESENTATIVE ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

If any part of this section is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class or representative arbitration, this section will be unenforceable in its entirety. If you are found to have a non-waivable right to bring a particular claim or to request a particular form of relief that the arbitrator lacks authority to redress or award according to this section, including public injunctive relief, then only that respective claim or request for relief may be brought in court, and you and we agree that litigation of any such claim or request for relief shall be stayed pending the resolution of any individual claim(s) or request(s) for relief in arbitration.