ChatGPT Feedback Contest: Official Rules

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. YOUR ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID IN BRAZIL, ITALY, THE REPUBLIC OF NORTH MACEDONIA, BULGARIA, BOSNIA & HERZEGOVINA, SRPSKA REPUBLIC, VIETNAM, QUEBEC, AND WHERE RESTRICTED OR PROHIBITED.

CONTEST DETAILS

- Enter for a chance to win \$500 in OpenAl API credits by submitting feedback on problematic outputs through the ChatGPT <u>feedback form</u> as described below.
- Entry Period: 8:00 a.m. PST November 30, 2022 until 11:59 p.m. PST on December 31, 2022.
- Judging Period: 12:00 a.m. PST on January 1, 2023 until 11:59 p.m. on January 31, 2023
- Judging Criteria:
 - Feedback that allows OpenAl to better understand risks or harms that could occur in real-world, non-adversarial conditions (33%)
 - Feedback that is novel (i.e., raises new risks, presents ideas for new mitigations, or updates our understanding on the likelihood of different risks), and/or helps OpenAl gain a better understanding of the system than we had before (33%)
 - Feedback that utilizes the free form to point toward new or novel ways OpenAl can bring in feedback from a larger set of stakeholders (33%)
- Winners will be announced approximately 15 days after selection.

OFFICIAL RULES

THESE OFFICIAL RULES CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SEE SECTION 13 BELOW), WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST OPENAI TO BINDING AND FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST OPENAI YOUR OWN BEHALF, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

By participating you agree to be bound by these Official Rules:

- 1. **ELIGIBILITY**. To be eligible to participate in the ChatGPT Feedback Contest ("Contest"), you must be: (i) at least 18 years of age and above the age of majority in your state or country of residence, and (ii) a registered user of ChatGPT. Legal residents of Brazil, Italy, Macedonia, Bulgaria, Bosnia & Herzegovina, Srpska Republic, Vietnam, Quebec, and any other country where this Contest is prohibited are not eligible. Employees, representatives, officers, and directors of OpenAl L.L.C., its affiliates, subsidiaries, agents, judges, and advertising and promotion agencies (collectively, the "OpenAl Entities"), as well as immediate family (spouse, parents, siblings, and children) and household members are not eligible.
- **2. SPONSOR**. OpenAl L.L.C., 3180 18th Street, San Francisco, CA 94110 is the sponsor of this Contest ("OpenAl," "we," "our" or "us").

- **3. TERM**. Entries will be accepted from 8:00 a.m. PST November 30, 2022 until 11:59 p.m. PST on December 31, 2022 ("Entry Period"). Submissions that arrive after the end of the Entry Period will not be considered. OpenAl's computer is the official time keeping device for this Contest.
- **4. HOW TO PARTICIPATE**. NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. To enter, during the Entry Period you must submit feedback through the ChatGPT feedback form ("Submission"). Feedback should be based on problematic outputs generated from the ChatGPT interface, such as harmful or untruthful outputs, as described in the blog post announcing this Contest. See criteria in Section 9 as well.
- 5. SUBMISSION. LIMIT: 1 PRIZE PER PARTICIPANT. You can submit as many Submissions as you want for the chance to win a Prize (defined below), but you may only win one prize. If a dispute arises regarding the identity of an entrant, the proper entrant will be the owner of the email address associated with the account used for the Submission. We are not responsible for late, erroneous, misdirected or incomplete entries, or for any computer-related, online, telephonic, or technical malfunctions that may occur. Entries will be considered void if they are in whole or in part illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft, or if they do not comply with these Official Rules.
- **PERSONAL INFORMATION**. You grant us the right to use and share personal information that is part of your Submission in order to fulfill the requirements of the Contest. For example, we may use your personal information to contact you if you won and to fulfill any legal obligations we may have in connection with the Contest. If you win, we may also: (1) post your Submission and your name on our website, or (2) share your name with anyone who requests a winner's list. Our use of Your personal data is further subject to our Privacy Policy at openai.com/privacy.
- 7. **INTELLECTUAL PROPERTY RIGHTS**. By entering the Contest, you warrant and represent that you own or otherwise control all of the rights to the Submission or you have obtained all third-party rights necessary to provide the rights granted to OpenAl in this agreement. You grant OpenAl a worldwide, royalty-free, perpetual, non-exclusive, irrevocable right to use, reproduce, distribute, display, publicly perform, and create derivative works of your Submission for OpenAl's business purposes.
- **8. PRIZE**. We will award up to twenty participants \$500 (actual retail value) worth of OpenAl API credits (each), redeemable at openai.com ("Prizes"). We may in our sole discretion, substitute any portion of the Prize for something of equal or greater value. No Prize transfer, assignment or substitution by the Prize winner is permitted. Prizes are not redeemable for cash or any other prize. All federal, state, and/or local income taxes including the reporting consequences thereof, are solely the responsibility of the Prize winner. The odds of winning depend on the number of eligible entries received during the Entry Period and the skill of the entrants.
- **9. HOW TO WIN**. There will be several steps to the review process of each Submission:
 - (1) *Entry*: During the Entry Period, submit your Submission to OpenAl through the ChatGPT user interface. At any time during the Entry Period, OpenAl may determine that a Submission fails to

meet the requirements of these Official Rules and may disqualify the Submission without notice to you.

- (2) Judging Period. Winners will be chosen based on the criteria below. Three judges who are OpenAl employees ("Judges") will review the Submissions. The judges will review Submissions from 12:00 a.m. PST on January 1, 2023 until 11:59 p.m. on January 31, 2023 ("Judging Period"). The Judges will consider the following criteria when evaluating each Submission:
 - Feedback that allows OpenAl to better understand risks or harms that could occur in real-world, non-adversarial conditions (33%)
 - Feedback that is novel (i.e., raises new risks, presents ideas for new mitigations, or updates our understanding on the likelihood of different risks), and/or helps OpenAl gain a better understanding of the system than we had before (33%)
 - Feedback that utilizes the free form to point toward new or novel ways OpenAl can bring in feedback from a larger set of stakeholders (33%)

The Judges will give each Submission a score based upon the criteria listed above. In the event of a tie, a potential Prize winner will be determined by the highest score under the first criterion listed above. Judges' decisions are final.

- 10. WINNER VERIFICATION. The potential winners will be notified by email within approximately 15 days following selection. In order to receive a Prize, the potential winner may be required to complete, sign, and return, within 2 weeks of issuance of notification, (1) an affidavit of eligibility, assignment of rights, liability; (2) (where legal) publicity release; and/or (3) an IRS Form 1099 ("Prize Documents") or provide any other tax information requested by us to be able to issue a Prize. If a potential winner cannot be contacted, or fails to do so or is found to be ineligible, that potential winner will be deemed disqualified and will forfeit the Prize. In the event that a potential winner is disqualified for any reason, we may award the Prize to the contestant with the next highest score based on the Judges' scoring. Prize winners will have their respective Prize delivered to them by OpenAI, at our expense, within 30 days of verification.
- 11. LIMITATION OF LIABILITY. By participating, entrants and winners 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 OpenAl Entities, as well as all others associated with the development and execution of the Contest (collectively, 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 Contest and/or any Prize awarded, any claim or demand for additional compensation or any other claim or demand related to the Contest 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, voting or winner selection.

12. WINNERS LIST. To obtain the names of the Prize winners, send your request for the winners list in an email to support@openai.com with "CHATGPT FEEDBACK CONTEST WINNERS LIST" as the subject line. Requests must be received within 60 days of the close of the Contest. Winners lists will be sent after winners have been verified.

13. 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 <u>OPENAI.COM/API/POLICIES/TERMS</u> (SECTION 8(i) and (j)).

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.

14. MISCELLANEOUS. We reserve the right in our sole discretion to cancel, terminate, modify or suspend the Contest. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. The Contest is governed by the laws of the State of California, without regard to the conflicts of law provisions. All disputes, claims or demands that relate to these Official Rules will be resolved by the dispute resolution and arbitration terms set forth at openai.com/api/policies/terms/ which are incorporated herein by reference.