

Article

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## InterSystems Online Programming Contest Terms

These Competition Terms (the "Terms") apply to competitions and contests sponsored by InterSystems and its affiliates including coding contests relating to InterSystems products and technologies (each a "Contest"). Please read these Terms and all applicable Rules (defined below) carefully as they form a binding legal agreement between you and InterSystems Corporation ("InterSystems"), with principal office located at:

InterSystems Corporation  
1 Memorial Drive Cambridge  
MA, 02142 UNITED STATES

Our Contests vary, and InterSystems may post Contest-specific rules ("Rules") on the Contest websites on the Open Exchange (or linked therefrom) which, along with these Terms, become part of your agreement with InterSystems relating to the respective Contest. If there is a conflict between these Terms and the Rules, the Rules have priority.

Any decision or determination of any Contest administrator or judge, including interpretation and applications of the Terms and Rules, is final and binding in all matters relating to such Contest, to the extent allowed by law.

The Terms and Rules include information about how InterSystems may use your personal information when you create an "Open Exchange Profile" (as defined below) or participate in a Contest.

UNLESS YOU AGREE TO THE TERMS AND APPLICABLE RULES, YOU:

- (1) MUST NOT CREATE AN OPEN EXCHANGE PROFILE OR PARTICIPATE IN A CONTEST AND
- (2) ARE NOT ELIGIBLE TO RECEIVE PRIZES UNDER A CONTEST.

The words "include" and "including" are used in these Terms and any Rules to mean "including but not limited to."

### ELIGIBILITY

VOID WHERE PROHIBITED. Each Contest is void in Crimea, Iran, North Korea, Quebec, Syria, and where prohibited by law.

NO PURCHASE NECESSARY TO ENTER OR WIN. You do not need to purchase any InterSystems product or service to enter or win a Contest.

### INELIGIBLE INDIVIDUALS

You cannot participate in a Contest, will be immediately disqualified, and forfeit any related prize if you are or become:

1. a resident of Quebec;
2. a resident of Crimea, Iran, North Korea, Syria, or other US embargoed country;
3. ordinarily resident in a US embargoed country;
4. otherwise prohibited by applicable export controls and sanctions programs; or
5. a resident anywhere that a Contest is prohibited by law.

You cannot participate in a Contest if you are under the age of majority in your home state or nation, and in no case if you are less than sixteen (16) years of age at the time of registration for the Contest.

## REQUIREMENTS TO ENTER AND RECEIVE A PRIZE

In order to enter a Contest, you must have:

1. access to the Internet,
2. a valid email address, and
3. a registration to any InterSystems online community required by these Terms or the applicable Contest Rules.

## IF A CONTEST OFFERS A PRIZE

To coordinate the delivery of prizes, you must provide on InterSystems request:

1. your name,
2. phone number,
3. a valid mailing address, and
4. any other information InterSystems may need to award or send you such prize.

This information must be provided to InterSystems in English using ASCII characters only and will be used to award and send a prize to you. Use of non-ASCII characters may prevent or delay your receipt of an award or prize. InterSystems will endeavor to disperse prizes to all eligible prize recipients. You understand that there may be rare circumstances in which InterSystems is unable to disperse a prize due to administrative, carrier, or legal restrictions.

## VERIFYING ELIGIBILITY

InterSystems reserves the right to verify your eligibility and to adjudicate any dispute at any time. You agree to provide InterSystems with any proof of eligibility requested by InterSystems, and your refusal or failure to provide such proof within ten (10) days of InterSystems request for such information will result in your disqualification from a Contest and forfeiture of any prizes.

## COMMUNICATIONS

All communications between InterSystems and you, including over the Contest website or email communications, must be in English.

## HOW TO ENTER A CONTEST

Open Exchange Profile Creation and Contest Participation.

To enter a Contest, you must first create a profile on the [Open Exchange](#) ("Open Exchange Profile"). Once your Open Exchange Profile has been created, you will be able to request registration for Contests. You will be required to provide additional information about yourself when registering for Contests.

Registration times are listed on the applicable Contest websites. **YOU ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME IN YOUR TIME ZONE.** InterSystems may modify the opening and closing dates for registration by an informational notice on the applicable Contest website. You are responsible for frequently reviewing Contest details on the applicable Contest website.

All the data provided through the profile creation and registration process must be complete, correct, and provided in English.

## APPLICATION NAMES AND NICKNAMES

InterSystems reserves the right to change or omit contestant nicknames or application names for purposes of publication on InterSystems websites, listserves, or other publication mechanisms particularly if they are, in InterSystems sole discretion, offensive, obscene, or violate the intellectual property rights of others. If InterSystems determines that you or your team's naming fails the above criteria, you and your team members, if applicable, may be disqualified from the Contest(s) for which you have registered.

## CONTEST STRUCTURE

Each Contest consists of submission and voting stages as may be more fully described in the Rules posted on the applicable Contest website. Each Contest introduces one or more challenges for you to resolve (hereinafter,

"Prompt(s)"). In each Contest, you will receive a score based on the success of your solution to the Prompt and the quality of code.

## PROMPTS

In each Contest, you will be asked to resolve one or more problems in the Prompt. Based on your contest submission, votes from the judges or other judging participants (as described in the Contest Rules) will be cast to determine the winner(s) of the Contest. You will be able to access the Prompt(s) on the applicable Contest website or online the judging system when the Contest begins.

## SUBMISSIONS

You must submit your applications through the Contest website or the specified online judging system.

Your submission must be in the format specified by the applicable Contest website or relevant online judging system, the applicable Rules, and these Terms (in order of decreasing priority). Deliberately obfuscated source code is not allowed.

You should submit your solutions with enough time remaining in each time period to avoid latency issues between your computer and InterSystems servers. Solutions will not be accepted after the applicable contest period expires.

## MODIFYING A CONTEST

InterSystems may cancel or modify the structure and timing of a Contest for any or no reason at all. Generally, such modification will be limited to ensuring conformance or clarity of the Terms and applicable Rules or to prevent an unfair result. In the event of any such modification to a Contest, its rules, or these Terms, InterSystems shall post a notice of the changes conspicuously on the Open Exchange or the Contest website.

## PRIVACY TERMS

Scope. This Privacy Terms section covers the information you share with InterSystems during the course of your participation in a Contest or use of any Contest website.

Privacy. Generally. Your use of any coding competitions services or platforms in connection with your participation in a Contest is governed by the applicable Rules and these Terms, including this Section (Privacy Terms), InterSystems [Privacy Policy](#), and, if applicable, any relevant InterSystems policies relating to other relationships between InterSystems and the contestant(s), including employment, candidate, and consultant privacy policies. InterSystems uses the information collected in connection with a Contest based on InterSystems legitimate interest in administering and managing Contests and activity associated with each Contest.

Information InterSystems Collects. In order to administer Contests and manage Contest activity (including Contest Profiles), InterSystems collects basic contestant information about you (for example, your name, email, and school or company name), information about your coding experience (such as your preferred coding language), and information about your contest submissions (for example: file information and content information about your submission, its evaluation, or your Contest scores). InterSystems will collect this information from both:

1. You, when you provide it during the course of registering for a Contest or creating an Open Exchange Profile); or
2. judges or other individuals responsible for managing a Contest.

InterSystems Use of Your Information. InterSystems will use the information you provide to administer a Contest (including verifying your eligibility to participate in a Contest and delivering prizes). This data will be maintained in accordance with the InterSystems [Privacy Policy](#). If you have expressed interest in learning about InterSystems events, programs, and/or job opportunities, your data will be disclosed to InterSystems's internal outreach and staffing teams.

Personally Identifiable Information in Nicknames and Submissions. InterSystems strongly discourages from you from including any personally identifying information (e.g., your legal name or location) in your contestant nickname, team name, and submissions. Such nickname, team name, or submission material may be published publicly.

**Sharing Your Information.** Your name, username, application name, location details, country of residence, and any personal details (e.g., your favorite coding language) that you specified during registration; any/all of these may be displayed publicly on Contest websites, social media, and InterSystems-managed blogs for promotion purposes. You can request to have this information omitted from display by emailing InterSystems Developer Community at [community@InterSystems.com](mailto:community@InterSystems.com).

If you win a prize, InterSystems may share your name, phone number, e-mail address, and mailing address with third parties during the process of prize fulfillment. InterSystems may also be required to disclose your information to external third parties, such as local labor authorities, courts, tribunals, regulatory bodies, and/or law enforcement agencies for the purpose of complying with applicable laws and regulations or in response to legal processes.

InterSystems maintains servers around the world, and your information may be processed on servers located outside of the country where you live. Data protection laws (including those regulating the publishing and disclosure of your information) vary among countries.

## ACCESSING YOUR INFORMATION

1. While logged into a Contest website, you will be able to access, review, and update some of your personal data held by InterSystems in connection with a Contest.
2. In certain countries, you may have the right to request access or updates to your information, request that it be deleted, and restrict the processing of your information. You may also have the right to object to the processing of your information. Please contact the contest administrator via the applicable Contest website if you would like to exercise any of these rights. InterSystems will respond to any requests in accordance with applicable law; therefore, there may be circumstances where InterSystems is not able to comply with your request.
3. To delete your Open Exchange Profile, you must email [community@InterSystems.com](mailto:community@InterSystems.com). Deleting your Contest Profile may terminate your access to your Contest history, de-register you from all Contests for which you have enrolled; or forfeit all claims to prizes accruing to your Profile. If you have participated in past Contests, deleting your Contest Profile shall prevent your registered nickname from appearing on any public scoreboards. However, your code and historical activity may remain in our system data stores and scoreboards.

## CONTACTING INTERSYSTEMS ABOUT PRIVACY QUESTIONS

You can contact the applicable Contest administrator via the applicable Contest website if you have questions about the processing of your information collected in connection with a Contest.

If you are in the EU and cannot find the answer to your question in these Terms or Rules, then you can contact InterSystems Data Protection Office at [dpo@intersystems.com](mailto:dpo@intersystems.com).

Depending on your country of residence, you can contact your local data protection authority if you have concerns regarding your rights under local law.

## ADVANCEMENT AND NOTICE OF WINNERS

**Notice of Advancement.** Results posted on a Contest website are not definitive and may change as necessary in InterSystems sole discretion to comply with these Terms or the Contest Rules.

**Announcement of Winners.** The results of a Contest will be posted on the applicable Contest website after completion of such Contest. Posted results will include a list of the contestants' names, nicknames, usernames, and application names in ranked order based on their scores.

## PRIZES

If a Contest offers a prize, then the following Terms are applicable:

**Money Prizes.** Money prizes will be awarded in U.S. dollars and may be delivered in the form of cash, check, gift card, or other cash equivalent. You are responsible for any costs associated with currency exchanges directed by you. InterSystems may work with an authorized third-party to convert money prizes into a local currency. You understand InterSystems has sole discretion to choose which currency exchange rate to apply in order to convert any money prize into a non-U.S. dollar currency.

**Taxes.** You are solely responsible for complying with all applicable tax laws and filing requirements. To remain eligible for a prize, you must submit to InterSystems or a relevant tax authority specified by InterSystems, all documentation requested by InterSystems or required by applicable law within seven (7) days (or less if required by regulation) of request by InterSystems or its designated agent. You are solely responsible for paying all taxes, duties, and other fees imposed on prizes awarded to you. All prizes will be net of any taxes InterSystems is required by law to withhold.

**No Warranties for Prizes.** Except as required by law, InterSystems makes no warranties, express or implied, for prizes.

**Prizes are Non-Transferable.** Participants may not sell or give away the entitlement to a prize to their customers or other persons.

#### DISQUALIFICATION

You may be disqualified from a Contest and forfeit any prizes you may be eligible to receive for said Contest or any other Contest if InterSystems reasonably believes that you have attempted to undermine the legitimate operation of a Contest, including by:

1. Providing false information about yourself during registration or concerning your eligibility;
2. Breaching or refusing to comply with any Terms or Rules of any Contest for which you have registered;
3. Tampering or interfering with administration of a Contest (including monitoring at onsite rounds) or with the ability of other contestants to participate in a Contest;
4. Submitting content that:
  - a. violates the rights of a third party;
  - b. is lewd, obscene, pornographic, racist, sexist, or otherwise inappropriate to a Contest, in each case, as determined in InterSystems sole discretion; or
  - c. violates any applicable law.
5. Threatening or harassing other contestants or InterSystems personnel--including its employees and representatives.

Harassing behavior (as described in the list above) includes offensive, threatening, and/or hateful comments directed toward an individual or protected class (e.g., sexual orientation, disability, gender identity, age, race, religion, ethnicity, veteran status), the use or display of sexual images in public or shared spaces, deliberate intimidation or distress, stalking, following, taking unwelcome photos/videos, sustained disruption of talks or other events, inappropriate physical contact, unwelcome sexual attention or communications, and developing and/or promoting any applications designed to encourage any of these behaviors. InterSystems has sole discretion over whether a Contest participant has committed threatening or harassing behavior.

#### REPORTING INAPPROPRIATE BEHAVIOR

Using the applicable Contest administrator email address specified on the applicable Contest website, you may report to InterSystems any harassment, cheating, or violation of any Terms or Rules by another contestant. InterSystems may investigate any such allegations and all decisions by InterSystems in these matters are final and binding. If you are asked to stop any harassing behavior, you are expected to comply immediately.

As required in the sole discretion of InterSystems or its agents, disqualification from one Contest may disqualify you from other Contests or from the same Contest in subsequent years. The scope of a disqualification will depend on the character and severity of the violation resulting in such disqualification.

#### OWNERSHIP; RIGHTS IN YOUR SUBMISSIONS

**License to Use Content; Reservation of Rights.** InterSystems may publish code and content to Contest websites to support participation in the Contest. You may use the code and content made available on a Contest website solely to prepare for and compete in such Contest. InterSystems retains all rights in such code and content except as explicitly granted by the Terms or Rules of the Contest(s) for which you have registered.

**Ownership of Submissions.** You warrant that you have the right to publish your Contest submission in any Contest for which you register. You retain all rights to your submitted source code and any other work product that you held before submitting them to a Contest except that you grant to InterSystems a perpetual, nonexclusive, unrestricted right to use your Contest submission(s) anywhere in the world for the promotion or management of InterSystems

online communities, marketing, or research relating to technologies used in your submissions.

**Social Media.** If you post on your social media page using Contest hashtags or labels (e.g., "#IRISDev") or share/post any content on a Contest social media page (altogether "Social Media Content"), then InterSystems may feature such Social Media Content in marketing and promotional materials for any Contest.

#### THE LICENSE YOU GRANT TO INTERSYSTEMS

You grant InterSystems an unrestricted, sublicensable, transferable, perpetual, irrevocable, worldwide, free license to use your Social Media Content to promote any Contest.

You warrant that you have the authority to grant the license set forth in this Section.

You waive all rights in such content shared on social media (including any right of prior approval), and you release InterSystems and its agents from any claim or cause of action, whether now known or unknown, for: defamation, copyright infringement, invasion of rights to privacy, publicity, or personality or any similar matter, or any cause of action based relating to the use and exploitation of Social Media Content. Moreover, you will neither sue nor bring any proceeding against InterSystems or its agents for their use of your Social Media Content in accordance with these Terms or other applicable Contest Rules.

**Permission to Use Your Name and Likeness.** By registering for a Contest, you agree that InterSystems and its agents may, without compensation, use your name, likeness, and statements to promote a Contest--including displaying it on a Contest website.

#### YOUR REPRESENTATIONS, WARRANTIES, INDEMNITIES.

##### Representations and Warranties.

You represent and warrant that:

- A. the information you provide about yourself while registering or in subsequent communications with InterSystems is truthful and accurate;
- B. except as permitted by the Terms and Rules of the Contest(s) for which you have registered, your submissions to a Contest are original and not created with the assistance of any information about the relevant Prompt other than what has been provided by InterSystems;
- C. you own all rights in your submissions or otherwise have the right to submit your submissions to InterSystems and to grant to InterSystems the licenses granted in these Terms and any applicable Rules without violating any rights of any other person or entity or any obligation you may have to such person or entity; and
- D. your submissions do not violate any applicable laws.

**Indemnities.** You will indemnify InterSystems and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including reasonable legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- A. your acts or omissions in relation to a Contest (including your use or acceptance of any prize and your breach of these Terms or any applicable Rules); and
- B. your submissions violating any rights of any other person or entity or any obligation you may have with them.

#### DISCLAIMERS

EACH CONTEST WEBSITE AND ALL CONTENT (INCLUDING SOURCE CODE) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTERSYSTEMS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED), INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INTERSYSTEMS IS NOT RESPONSIBLE FOR ANY INCOMPLETE, FAILED, OR DELAYED TRANSMISSION OF YOUR APPLICATION INFORMATION OR SUBMISSIONS DUE TO THE INTERNET, INCLUDING INTERRUPTION OR DELAYS CAUSED BY EQUIPMENT OR SOFTWARE MALFUNCTION OR OTHER TECHNICAL PROBLEMS. INTERSYSTEMS IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR SOFTWARE RESULTING FROM DOWNLOADED SOURCE CODE. YOU

USE ALL SOURCE CODE AVAILABLE ON A CONTEST WEBSITE OR ONLINE JUDGE SYSTEM AT YOUR OWN RISK.

#### MISCELLANEOUS

##### Not an Offer or Contract of Employment.

- A. You acknowledge that your participation in the Open Exchange, Developer Community, Contest, or other interaction with InterSystems relating to these terms, is voluntary.
- B. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and InterSystems so as to contravene or override these Terms.
- C. No relationship described in part B of this Section is established by your submission of an entry to Contest.
- D. You understand and agree that nothing in these Terms, any Rules, any submission to a Contest, or any award of a prize may be construed as an offer or contract of employment with InterSystems.

Severability. If any provision (or part of a provision) of these Terms or Contest Rules is or becomes invalid, illegal, or unenforceable, the rest of the terms will remain in effect.

Import and Export Laws. InterSystems will organize each Contest in compliance with all applicable import laws, export laws, rules, regulations, and sanctions programs. Participants acknowledge and agree that each Contest (including the award of prizes, swag, or other items) may be subject to certain export laws and regulations.

Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND ANY CONTEST RULES WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO THE MASSACHUSETTS' CONFLICT OF LAWS PROVISIONS, AND THE SAME SHALL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS IN MIDDLESEX COUNTY. THE PARTIES HERETO CONSENT TO PERSONAL JURISDICTION IN COURTS IDENTIFIED ABOVE.

[#Contest](#) [#Developer Community Official](#) [#Open Exchange](#)

Source URL: <https://community.intersystems.com/post/intersystems-online-programming-contest-terms>