AT&T SDN NETWORK DESIGN CHALLENGE
OFFICIAL RULES ("OFFICIAL RULES")

OVERVIEW:
Through its AT&T SDN Network Design Challenge (the “Challenge”), AT&T would like to invite members of the United States University research community to design a minimum cost, robust, IP backbone network (each link is multiples of 100 Gbps) with fast routing and fast network design algorithms. AT&T will provide a fictitious, but realistic, carrier network topology and traffic demands on which to base the design. The task is to come up with an efficient IP/Optical network design and routing algorithms that leverage SDN to create a robust, optimal network that meets latency and loss constraints, which will be shared with registered entrants. The routing and network design algorithms must be clearly described and an implementation in Java (runnable in Linux environment) must be provided so that it will be possible to verify the run time of the routing algorithms and network design algorithms on a standard computing platform. This will also make it possible to verify that the design satisfies all the constraints.

OFFICIAL RULES IN A NUTSHELL:
• Challenge entry period begins May 15, 2015 and ends on November 15, 2015 or upon Sponsor’s receipt of fifty (50) Entries, whichever comes first.
• Challenge is open to (i) part-time or full-time faculty members at research institutions or accredited four-year colleges and universities in the United States; and (ii) part-time or full-time students currently enrolled in a program at a research institution or an undergraduate, graduate or doctoral degree program at an accredited four-year college and university in the United States. AT&T employees, officers, contractors and individuals who are affiliated with AT&T and/or its network equipment and service suppliers are not eligible to enter.
• You have to register at http://about.att.com/innovation/labs/sdnchallenge in order to enter.
• Once you register and agree to these Rules and complete a nondisclosure agreement, you’ll have access to the Challenge data.
• Winner will be announced on or about February 1, 2016.
• The Challenge Prize is $50,000, along with summer internships for up to two students.
• The Challenge winner will be the entry with the highest score, which is determined based on three criteria: network cost, routing algorithm run-time and network design run-time.
• Entries must be written in Java and operate on a Linux environment. Entrants will be required to provide AT&T with their source code. AT&T will validate their final solution and algorithm run-times on an AT&T-provided environment.
• To collect the prize, you must share your method with and non-exclusively license it to AT&T.
• Please review the Official Rules for all of the terms and conditions that apply to the Challenge.
1. **SPONSOR:** The sponsor of this Challenge is AT&T Services, Inc. d/b/a AT&T Labs ("Sponsor" or "AT&T").

2. **CHALLENGE PERIOD:** The Challenge entry period begins on May 15, 2015 at 12:00:00 A.M. ET and ends on November 15, 2015 at 11:59:59 P.M. ET or upon Sponsor’s receipt of fifty (50) Entries, whichever comes first (the “Challenge Period”). No additional registrations or Challenge Entries (as defined below) will be accepted after the close of the Challenge Period.

3. **ELIGIBILITY:** This Challenge is open to individuals who are United States citizens, lawful permanent resident aliens, and foreign students who are studying in the United States on a student visa, provided that all such individuals permanently or temporarily reside in the United States during the Challenge Period, and that such individuals are physically located in the 50 United States and the District of Columbia, have reached the age of majority (18 but 19 in Alabama and Nebraska, and 21 in Mississippi) by the date of entry and either: (i) part-time or full-time faculty members at research institutions or accredited four-year colleges and universities in the United States, or (ii) part-time or full-time students currently enrolled in a program at a research institution or in an undergraduate, graduate or doctoral degree program at an accredited four-year college and university in the United States. Employees, shareholders, officers, directors, agents, and representatives of Sponsor and its parent company, affiliates, divisions, competitors (as determined by Sponsor in its sole discretion), subsidiaries, agents, contractors, vendors, representatives, and network equipment and service suppliers are not eligible to enter the Challenge. Immediate Family and Household Members of such individuals are also not eligible to enter or win. For purposes of the Challenge, "Household Members" shall mean those people who share the same residence at least three months a year and "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Sponsor, its parent company, affiliates, divisions, subsidiaries, agents, contractors, vendors, and representatives, and each of their respective employees, shareholders, officers, directors, agents shall be collectively referred to as the “Released Parties.” Void in Puerto Rico, outside of the United States and where prohibited or restricted by law. Citizens of Cuba, Iran, North Korea, Sudan and Syria are ineligible to participate.

It is your sole responsibility to review, understand and abide by your academic institution's policies regarding eligibility to participate in the Challenge and to receive a Prize (as defined below). By entering the Challenge, you represent and warrant that: (i) you will not be in violation of any such policies and you are not obligated to your academic institution in any manner that would interfere with your ability to perform the obligations set forth herein and to receive a Prize; (ii) you are not prohibited by your academic institution from granting rights in the Entry to Sponsor as specified herein; and (iii) you have the full right, power and authority to enter the Challenge. If an Entrant is found to be in violation of their school’s policies, they may be disqualified from the Challenge and from being awarded or retaining the Prize. Sponsor disclaims any and all liability or responsibility for disputes arising between a student or employee and their school related to this Challenge.

Entries may be submitted by a single individual or by a team of up to ten (10) individuals. If an Entry (as defined below) is submitted by a team, each individual member of the team must meet the eligibility requirements set forth herein. Individuals may be members of multiple teams, but teams with an identical set of members are not permitted.
IMPORTANT NOTICE TO ENTRANTS: ONLY THE FIRST FIFTY (50) ENTRIES SUBMITTED TO THE CHALLENGE WILL BE ELIGIBLE. IF AND WHEN SPONSOR RECEIVES THE FIFTIETH ENTRY, SPONSOR WILL UPDATE THE SITE TO INDICATE THAT THE CHALLENGE ENTRY PERIOD HAS ENDED.

4. HOW TO ENTER: In order to enter the Challenge you must register as an Entrant and submit your Entry during the Challenge Period.

a. REGISTRATION: To register, you must visit http://about.att.com/innovation/labs/sdnchallenge URL (the “Site”) and complete the Entrant registration information request. As part of the registration information request, each individual Entrant (and, if submitting as a team, each team member) must provide his/her full name, email address, telephone number, physical address, team name (if applicable), and university affiliation, and must fully complete, sign and return Sponsor’s Confidentiality Agreement (collectively, the “Registration”). If submitting as a team, the team must designate one individual member of the team as the team leader for contact purposes (the “Team Leader”). The Team Leader will be solely responsible for responding to all Challenge-related communications or requests sent by Sponsor and for submitting the Entry on behalf of the team. The term “Entrant” as used in these Official Rules refers to each eligible individual or team that submits an Entry. After Sponsor has received your fully completed Registration, Sponsor will contact Entrant at the email address provided with the Registration within one (1) business day to provide Entrant with: (i) a confirmation of Entrant’s Registration, and (ii) the Challenge Data Set (as defined below), (collectively, the “Registration Confirmation”). Entrant is solely responsible for the equipment and Internet access required to connect to the Site and/or participate in the Challenge. Entrant must provide all information requested. Incomplete, unreadable or unintelligible submissions will be disqualified. All information submitted by Entrants is subject to and will be treated in a manner consistent with AT&T’s Privacy Policy accessible at http://www.att.com/privacy. By participating in this Challenge, entrants hereby agree to AT&T’s collection and usage of their personal information and acknowledge that they have read and accepted AT&T’s Privacy Policy. Any false information provided within the context of the Challenge by any Entrant concerning identity, email address, physical address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate elimination of the Entrant from the Challenge. If Entrant is a team, and any single team member provides such false information, Sponsor reserves the right to disqualify the entire team.

b. ENTRY SUBMISSION: Once you have received the Registration Confirmation, you may complete the entry process by developing and submitting an entry that meets the goals set forth below and complies with the Submission Guidelines and other requirements of these Official Rules (the “Entry”). The Entry goals and requirements are further detailed below:
   i. Sponsor will provide: (i) fictitious, but realistic, non-proprietary IP and optical layer topologies for the backbone; (ii) cost of IP links; (iii) connectivity of the edge routers to the backbone and twenty-four hourly traffic matrices for two different traffic classes (high and low priorities); (iv) a set of failure scenarios; and (v) specified latency and loss constraints for the two traffic classes under no-failure as well as under the failure scenarios (collectively, the “Challenge Data Set”).
   ii. The task is to use the Challenge Data Set to come up with an efficient IP/Optical network design and routing algorithms that leverage SDN to create a robust, optimal network that
satisfies specified latency and loss constraints with a minimal cost. Complete task details will be provided to Entrant upon Registration Confirmation.

iii. The Entry must include a description of the algorithm along with all source code. The description must be written in plain text and in English, with mathematical formulae as necessary. Entrant represents and warrants that the source code is either fully or substantially developed and functions or will function as represented by the description. Failure to deliver both the description and source code may disqualify that Entry.

iv. To submit your Entry, e-mail to sdnchallenge@research.att.com. If submitting as a team, the final submitted Entry must also specify how the Prize (as defined and detailed below) will be divided among team members, if the Entry is selected as a Winner. All Entries must be received before the close of the Challenge Period. Sponsor’s clock will be the official timekeeper for the Challenge. Proof of submission or sending does not constitute proof of receipt by Sponsor.

v. The first fifty (50) Entries submitted in compliance with these Official Rules and not disqualified will be considered eligible Entries. Sponsor reserves the right to disqualify any Entry, in its sole and absolute discretion.

vi. Entrant retains ownership of the submitted Entry, however, by entering the Challenge, Entrant grants Sponsor (including its affiliates and subsidiaries, employees, agents, and contractors) the irrevocable, perpetual, fully-paid, irrevocable, non-exclusive, royalty free, fully paid up, worldwide, right, license and permission to use, review, assess, test and otherwise analyze the Entry (algorithm descriptions, and source code) and all of its content, in connection with this Challenge. In addition, Entrant waives on an irrevocable basis all moral rights in the Entry and all of its content. Sponsor shall be free to use the Entry for any purpose, in any and all media now known or hereinafter developed, worldwide, in perpetuity, the residuals resulting from access to or work with Entrant’s Entry and Registration. The term “residuals” means information, in intangible form, which is retained in memory by persons who have had access to the Entries, including ideas, concepts, know-how, or techniques contained therein. Sponsor shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. Entrant must maintain the ability to grant the above rights to Sponsor free of any limitations, restrictions or third party obligations.

5. SUBMISSION GUIDELINES: In addition to the requirements set forth above, each Entry must comply with the following Submission Guidelines:

   a. The Entry must be the Entrant’s original work, developed solely by the Entrant, and must not violate or infringe upon: (i) any applicable federal, state or local laws, rules, regulations or ordinances, or (ii) the rights of any third party, including without limitation, the patent, copyright, trademark, privacy, publicity, and/ or other intellectual rights of any person or entity.

   b. The Entry must be must be coded in Java and be executable on Linux. The submitted code must be executable in a computing environment using java version "1.7.0_51", Java(TM) SE Runtime Environment (build 1.7.0_51-b13), Java HotSpot(TM) 64-Bit Server VM (build 24.51-b03, mixed mode) and 2.6.32-279.el6.x86_64 GNU/Linux.

   c. The Entry must not require any third-party software or licenses, payment on the part of Sponsor, or otherwise prevent Sponsor from exercising the rights granted hereunder.
d. With respect to all open source, freeware, shareware, or similar software used or included in the Entry (hereinafter “FOSS”), Entrant shall provide Sponsor with an accurate and complete list of FOSS with its attendant license. Entrant shall represent that the use of any Entry submitted under this Challenge and which may potentially be used by Sponsor in its network will not necessitate the public distribution or disclosure of the source code for any of Sponsor’s proprietary software by virtue of any code incorporated into such Entry that is subject to the GNU General Public Licenses or other copyleft license.

e. The Entry must not contain any personally identifiable information of any person other than the Entrant. Should the Entrant include personally identifiable information about him/herself in his/her Entry, Entrant acknowledges and agrees that such information may be disclosed publicly and Entrant is solely responsible for any consequences thereof.

f. The Entry must not contain any commercial content or logos of any entity other than Sponsor.

g. The Entry may not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or otherwise inappropriate or objectionable, as determined by the Judges (as defined below) and/or Sponsor in their sole and absolute discretion.

h. The Judges and/or Sponsor reserve the right to disqualify at any time, any Entry that they determine, in their sole and absolute discretion does not meet the requirements of the Official Rules, the Challenge Data Set or these Submission Guidelines.

i. Submission of an Entry into the Challenge constitutes Entrant’s unconditional agreement to be bound by the terms of these Official Rules and by the decisions of the Judges and/or Sponsor, including without limitation, their interpretation of these Official Rules, which are final and binding on all matters pertaining to this Challenge.

6. JUDGING/WINNER SELECTION: One (1) Entry will be selected as the Challenge Winner (as defined below) by a panel of senior AT&T engineers (the “Judges”), out of all eligible Entries received. Eligible Entries will be evaluated based on following three criteria and corresponding weight/point scale: (i) network cost (60%), (ii) routing algorithm run-time (20%) and (iii) network design run-time (20%). Algorithm run-times will be determined on a Sponsor-provided computing environment. During the judging process, Entrants shall reasonably cooperate with Judges to answer any questions that arise about the details and functionality of submitted Entries. The Entry with the highest score will be declared the potential winner and awarded the Prize (as defined below), subject to eligibility verification. In the event of a tie, the Entry among the tied Entries with the highest score in the network cost category will be declared the winner of the tiebreaker. If ties still remain, the Entry among the tied Entries with the highest score in the routing algorithm run-time category will be declared the winner of the tiebreaker. In the event that a tie remains after two tiebreakers, the Entry among the tied Entries with the highest score in the network design run-time category will be declared the winner of the tiebreaker.

Judges and Sponsor reserve the right to terminate the Challenge and not to award a Prize, if in their sole and absolute discretion, they do not receive a sufficient number of eligible or qualified Entries for the Challenge. Decisions of Judges are final and binding.

7. WINNER NOTIFICATION/VERIFICATION: Potential winner will be notified by the email address, telephone number and/or physical address included with winning Entrant’s Registration, in Sponsor’s sole discretion. Return of any winner notification may result in disqualification and selection of an alternate
winner. Any potential winner (individual Entrant or, in the case of a team, the team leader) who cannot be contacted within 15 days of first attempted notification will be disqualified and forfeit any prize to which he/she may be entitled. Potential prize winner will be required to fully complete, sign and return: (i) an Affidavit of Eligibility/Liability Release, (ii) Assignment of Rights Agreement, (iii) U.S. tax withholding-related documentation (and, if necessary, provide proof of foreign status, as beneficiaries of U.S.-sourced promotional consideration), and (iv) where legally permissible, a Publicity Release, within 30 days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner in accordance with these Official Rules. If Entry is submitted by a team, the team leader shall be responsible for obtaining all team members’ signatures on such affidavit and releases. If Entrant is a team, and any single team member fails to execute and return the required documentation within this time period, the team’s Entry may be disqualified.

As a condition to receiving the Prize, the winning individual or each member of the winning team, as applicable, must grant to Sponsor (including its affiliates and subsidiaries, employees, agents, and contractors) the irrevocable, perpetual, fully-paid, non-exclusive, royalty free, worldwide, right, license and permission to use, reproduce, distribute, display, and create derivative works from the winning Entry and also to make, have made, use, sell, offer for sale, and import products that would otherwise infringe the winning Entry. Except as encompassed in the concept of "have made", this license will not include the right to grant further licenses or sublicenses. The winning individual, or each member of the winning team, as applicable, must maintain the ability to grant the above rights and all rights granted herein to Sponsor free of any limitations, restrictions or third party obligations, except with regard to FOSS obligations (See 5(d)). Once the eligibility of the winning individual or team is verified and all required releases have been returned to Sponsor within the specified time frame, the potential winner (individual or team) will be confirmed as the Challenge winner (the “Challenge Winner”) and the Prize will be awarded. Challenge Winner will be announced on or about February 1, 2016. The description of the winning Entry, but not the source will be published on the Site along with the names of the individual or team members who won the Challenge.

8. PRIZE: The Challenge prize will consist of a Fifty Thousand Dollar (USD $50,000) cash prize and summer internships at AT&T Labs for up to two (2) student winners (the “Prize”). Cash portion of Prize will be awarded in US dollars. If Challenge Winner is a team, Prize will be distributed by Sponsor among team members according to the instructions specified by the team during the submission of its Entry. Exact dates and length of summer internship will be determined by Sponsor, in its sole discretion. If any individual or team member Challenge Winner is unavailable for the summer internship on the dates specified by Sponsor, the internship(s) will be forfeited and no alternate prize will be awarded. Return of Prize or failure of Prize delivery may result in disqualification and, time permitting in Sponsor’s sole discretion, an alternative potential winner may be chosen and verified in accordance with these Official Rules. Challenge Winner may not substitute, transfer or assign the Prize or any Prize elements, except in Sponsor’s sole and absolute discretion.

Prize monies should be retained by individuals only in conformity with any applicable policies of their employers or academic institutions, regarding participation in and receipt of promotional consideration relating to the Challenge and receipt and retention of the Prize. If a school’s policies are applicable, it is the Entrant’s sole and ultimate responsibility, in consultation with their school, to determine how and if any Prize will be retained and/or distributed and accounted for and Sponsor assumes no responsibility for the decisions made by such employers or schools regarding this issue.
All costs and expenses not specified herein are the sole responsibility of Entrant. ALL TAXES AND ANY APPLICABLE WITHHOLDING AND REPORTING REQUIREMENTS, IF ANY, ARE THE SOLE RESPONSIBILITY OF THE CHALLENGE WINNER(S). Receipt of Prize from the Challenge will have tax consequences. Entrants should speak with their tax advisors prior to participation, and receipt and acceptance of Prize to prevent any undesired results. Should there be any federal, state or local tax liability for participation in the Challenge or the receipt of Prize, or costs or expenses relating to participation in the Challenge or for the use and enjoyment of any Prize, or for any other reason, such taxes and/or expenses are the sole responsibility of Challenge Winner. AT&T will issue Challenge-related tax reporting, as may be required by applicable laws and regulations. As a condition of winning the Challenge and receipt and use of any Prize, each individual or team member Challenge Winner agrees to self-report to applicable federal, state or local taxing authorities, as may be required by applicable laws.

9. GENERAL CONDITIONS/INDEMNIFICATION: By participating in this Challenge and/or by accepting any Challenge Prize that you may be awarded, you agree that the Released Parties shall not be liable for any and all actions, claims, including any third party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Challenge, including entry and participation in this Challenge, or the acceptance, possession, use or misuse of any Prize. By participating in the Challenge and/or accepting any Prize that you may be awarded, you agree to fully indemnify each Released Party from any and all such claims by third parties without limitation. Entrants irrevocably authorize Sponsor and its agents, licensees and designees to use their name, voice, likeness, biographical data, city and state of residence and Entry materials for any advertising, promotional or other commercial purposes, including without limitation, in a list of participating teams made publicly available, in any and all media now or hereafter known, worldwide in perpetuity, and on a winner’s list, if applicable, without further compensation, notification or approval, unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, in Sponsor’s sole discretion. For the avoidance of doubt, the foregoing grants Sponsor the right, license and permission to use your Entry on the Site and any websites, pages or social media accounts owned or controlled by Sponsor, including without limitation, Sponsor’s official accounts on Instagram, Twitter or Facebook. Entrant agrees that Released Parties are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry. Entrants agree that they will not use the Entry for any other purpose, without the express written consent of Sponsor in each instance. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or submissions, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by your participation in this Challenge or resulting from acceptance, possession or use of a Prize; (v) any printing, typographical, administrative or technological errors in any materials associated with the Challenge. Released Parties disclaim any liability for damage to any computer, phone or other electronic device resulting from participating in, or accessing or downloading information in connection with this Challenge. If, for any reason, Challenge is not capable of running as planned, including, without limitation, infection by computer virus, bugs, inability to access the Site, computer or phone problems, unauthorized intervention, fraud, technical failures or any other causes beyond the reasonable control of Sponsor, which, in Sponsor’s sole determination, corrupts, or affects the administration, fairness, integrity, security or proper play of the Challenge, Sponsor reserves the right, in its sole discretion, to cancel,
terminate, modify, or suspend the Challenge or these Official Rules, in whole or in part, or any part of the Challenge. In the event the Challenge is cancelled, Sponsor may, at its sole discretion, determine the Challenge Winner from among all eligible and non-suspect validated Entries received up to the time of such action using the judging procedure outlined above.

Released Parties are not responsible if Challenge cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Released Parties. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor may prohibit you from participating in the Challenge or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Challenge by cheating, hacking, deception, unsportsmanlike conduct or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives. IfEntrant is a team, and Sponsor determines in its sole discretion that any single team member has attempted to undermine the legitimate operation of this Challenge, all members of such team may be disqualified, as determined within Sponsor’s sole discretion. Due to the unique nature and scope of this Challenge, Sponsor reserves the right to modify and amend these Official Rules from time to time during Challenge for clarification purposes, and to otherwise alter or modify these Official Rules at any time.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Heads are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Challenge–related materials, privacy policy or terms of use on a website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE (INCLUDING, WITHOUT LIMITATION, ANY WEBSITE OWNED OR CONTROLLED BY SPONSOR) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CHALLENGE. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

10. NO WARRANTY: RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR A PARTICIPANT’S USE OF THE INFORMATION PROVIDED AND/OR MADE AVAILABLE THROUGH THE CHALLENGE OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZES OR OTHER BENEFITS UNDER THE CHALLENGE TO ENTRANTS. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES OR CONDITIONS THAT THE CHALLENGE OR...
CHALLENGE SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CHALLENGE. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO A PARTICIPANT’S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CHALLENGE, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

11. BINDING ARBITRATION: EXCEPT WHERE PROHIBITED BY LAW, ENTRANT AGREES THAT: (I) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CHALLENGE, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE “AAA RULES”) THEN IN EFFECT; (III) ANY ARBITRATION SHALL BE HEARD BY ONE ARBITRATOR TO BE SELECTED IN ACCORDANCE WITH THE AAA RULES, IN DALLAS, TX; (IV) UNLESS BOTH ENTRANT AND AT&T AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING; (V) JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF; (VI) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES SET FORTH IN THESE OFFICIAL RULES AND LIMITED TO ACTUAL OUT-OF-POCKET DAMAGES, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEYS’ FEES OR COSTS OF BRINGING A CLAIM, ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. GOVERNING LAW: All federal, state and local laws and regulations apply. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Released Parties in connection with the Challenge, shall be governed by, and construed in accordance with the laws of the State of Texas in the United States of America, without regard for conflicts of law doctrine of any jurisdiction, and subject to resolution only in the City of Dallas, Texas, State of Texas, United States. By entering and participating in this Challenge, Entrants agree that the City of Dallas, Texas, State of Texas, United States of America will be the exclusive forum for any formal dispute resolution.

13. WINNER’S LIST: For Challenge Winner’s name, log on to Site on or about February 1, 2016, available for a period of sixty (60) days.

Contact: For more information, contact sdnchallenge@research.att.com.