

GE “FLIGHT QUEST” Challenge OFFICIAL RULES

1. By submitting an entry to the GE Flight Quest Challenge, you are agreeing to be bound by the following legal terms (the “Official Rules”). The Official Rules also incorporate by reference the additional terms specified at <http://www.gequest.com/flight> (the “Website”).
2. SPONSOR: The GE Flight Quest Challenge (the “Competition”) is sponsored by General Electric Company (“GE”), 3135 Easton Parkway, Fairfield, CT 06828. Multiple entries are permitted. The Competition is operated by Kaggle Inc, 188 King St, San Francisco CA 94107.
3. COMPETITION DATES: The Competition commences at 12:00:01 a.m. Universal Time Coordinated ("UTC") on November 29, 2012 and ends at 11:59:59 p.m. UTC on March 11, 2013 (the "Competition Period").
4. GENERAL INFORMATION: Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for all taxes and reporting related to any award that you may receive as part of the Competition. You are responsible for abiding by your employer's policies regarding participation in the Competition. GE disclaims any and all liability or responsibility for disputes arising between you and your employer related to this Competition.
5. ELIGIBILITY: The Competition is open to all individuals over the age of 18 at the time of entry who have not been convicted of a felony or crime of moral turpitude and to all validly formed legal entities that have not declared or been declared in bankruptcy. Officers, directors, employees and advisory board members (and their immediate families and members of the same household) of GE, Kaggle Inc and their respective affiliates, subsidiaries, contractors, agents, judges and advertising and promotion agencies also are not eligible to participate in the Competition.
6. ENTRIES, TEAMS AND ENTRANTS: **Entry:** An “Entry” is the material submitted in the manner and format specified on the Website via the Entry form on the Website. You may submit a maximum of two entries per day. All Entries must be uploaded to the Website in the manner and format specified on the Website. Entries must be in English, received during the Competition Period and adhere to the guidelines for Entries specified on the Website.

Teams: Multiple individuals or Entities may collaborate as a team (“Team”). You may not participate on more than one Team. You must register individually for the Competition before joining a Team. You must confirm your Team membership to make it official by responding to the Team notification message which will be sent to you

Account.

Team Leader: A single individual member must serve as an official representative for each Team ("Team Leader"). Initially, the Team Leader will be the Team member who first completes the "Team Wizard" on the Website. To change the Team Leader, please use the Website's "Contact Us" form.

Team size: A Team may be comprised of up to (5) five members. Multiple Teams from the same institution/organization are allowed, provided that no individual serves on more than one Team.

Mergers: Teams may be permitted to merge at GE's discretion, so long as the merged Team meets all requirements in these Official Rules. Team merger requests must be made via the Website's "Contact Us" form. The Kaggle team will review any merger request and will either approve or reject the request within three business days. Merger requests may be rejected if the combined number of Entries made by the merging Teams exceeds the number of submissions permissible at the date of the merger request. Team merger requests will not be permitted within (7) seven days of the Model Submission Deadline listed on the Website.

Team allocation of prize: At the time of submitting the Team's final Entry during the Final Evaluation Set period, the Team Leader must submit a single written statement via the Website's "Contact Us" form describing how prize money is to be allocated among the Team members in the event of a win. If the Team Leader fails to submit such a statement, then in the event of a Team win, GE will distribute that prize among the Team members in equal shares.

Entrant: Each registered individual or Team is referred to as an "Entrant" in these Official Rules. Each Entrant is solely responsible for all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web, access to the World Wide Web and any telephone, data, hosting or other service fees associated with such access, as well as all costs incurred by or behalf of the Entrant in participating in the Competition

GE is not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or otherwise. GE is not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. GE disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Competition.

7. **HOW TO ENTER:** To enter, you must first create an account on the Website or at www.kaggle.com (unless you already have such an account, in which case you need not create another account). You may not sign up or submit Entries from multiple accounts. After creating an account, you must register for the Competition. To register, enter your user name and password at the Website and follow the on-screen instructions to read and accept these Official Rules. You must formally accept the Official Rules for this Competition to be formally registered. All of the registration information that you provide is collectively referred to as your "Account." (If you have already created an Account at www.kaggle.com, enter your user name and password at the Website and follow the on-screen instructions to agree to these Official Rules and thereby register for the Competition). You may (but are not required to) provide additional information about yourself as part of the Account creation process, some of which information will be visible on the Website.

After you complete the registration process, you will have access to the data which will enable you to develop and submit one or more Entries. All Entries must be received during the Competition Period according to the Schedule (see below).

After you register individually, you may join a Team if desired, but you may register only once. If you register for the Competition more than once and/or create more than one Account, all of your Entries will be disqualified from the Competition, and GE also reserves the right to disqualify Entries from any Team of which you are a member, as determined in GE's sole discretion.

By registering, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Entries submitted by you and/or your Team may be disqualified if any of the information in your Account is (or GE has reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account. All registration information is deemed collected in the United States.

Once you have completed the registration process, you will be provided with access to the Data that you may use to develop your Entries. By accessing and using this Data, you agree to the terms and conditions applicable to such use, as indicated on the Website. Entrants are urged to consult the Website regularly during the Competition Period.

BY REGISTERING FOR THE COMPETITION, YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE JUDGES AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN PLEASE DO NOT REGISTER FOR THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

8. **COMPETITION OBJECTIVE:** The objective of the Competition is to develop a useable and scalable algorithm that uses the GE provided flight datasets to better predict flight

arrival times.

9. **DATA:** GE will provide multiple tranches of flight-related data (the “Data”) that will be made available through the Website according the Schedule listed on the Website. Entrants must use the Data only as permitted according to the Schedule and any associated data use rules specified on the Website.

Entrants must use the Data provided to them solely for purposes of the Competition, including but not limited to preparing their Entries and any underlying algorithms, and participating in the forum discussions on the Website. Except as otherwise provided in these Official Rules, Entrants must cease all use of the Data provided by GE promptly at the end of the Competition Period and erase or otherwise destroy all waste paper, fax paper, photocopy paper and other physical media and computer entries or other electronic media that contain the Data.

GE reserves the right to modify, remove or add data to the Website upon notice to Entrants through their Accounts, via email using the email address associated with their Accounts and/or by such other reasonable means as GE may determine.

Use of Other Data. Entrants must not use data other than the Data to develop and test their algorithms and Entries. GE reserves the right in its sole discretion to disqualify any Entrant who GE discovers has undertaken or attempted to undertake the use of data other than the Data, or who uses the Data other than as permitted according to the Schedule and associated data use rules specified on the Website, in the course of the Competition. Privately sharing Data or code outside of Teams is not permitted, unless it is made available to all players, such as on the forums.

Entries may not use or incorporate information from hand labeling or human prediction of the validation dataset or test data records.

Datasets: The Data will be temporally split into (5) five separate datasets that will be released sequentially during the course of the Competition according the Schedule on the Website:

- (1) Initial Training Set
- (2) Public Leaderboard Set
- (3) Augmented Training Set, Part 1
- (4) Augmented Training Set, Part 2
- (5) Final Evaluation Set

The Initial and Augmented Training Sets contain flight and weather information for domestic and US flights during the corresponding days.

The Public Leaderboard and Final Evaluation Sets contain this information for each day up to a predetermined cutoff time.

The Public Leaderboard Period covers periods (2) and (3) above.

10. SUBMISSION GUIDELINES AND REQUIREMENTS:

The submission format and procedure for Entries during the Public Leaderboard Period and the Final Evaluation Set Period, and for the model submission by the Model Submission deadline, are detailed on the Website.

Over the course of the Public Leaderboard Period, you may submit predictions on the Public Leaderboard Set. In order to be eligible for a prize, you must make at least one submission for the Public Leaderboard set using the same model you will use for the Final Evaluation Set.

Model Submission

When you submit an Entry, you also will be able to upload your models to the Website. Your final model submission must contain all code and parameter settings necessary to evaluate your models on new data, and include a README file with instructions on how to do so. The purpose of this is to ensure this Competition is fair and no answers were looked up for the Final Evaluation Set period. The final model submissions will be encrypted and stored by Kaggle. The model submission, code and parameter settings will not be made available to GE, nor will GE have any access to this material. The model submission will be made available to Kaggle solely for the purpose of verifying prize winners. **This model submission is required to be eligible to win a prize.** Kaggle will check the final submissions from the Entrants at the top of the Final Evaluation Leaderboard to make sure that Entrant's final submission was created using that Entrant's final model submission. If a potential winner did not use the final model codebase to create the final submission Entry, that potential winner will be disqualified and Kaggle will evaluate the final submission of the next Entrant on the Leaderboard as a potential winner.

For an entry to be eligible to win, any open source or third party code or other materials used in connection with that Entry must be limited to code that GE will be entitled to commercially use and exploit, and any open-source-related or third party licensor requirements and restrictions must be disclosed as part of the model submission.

11. FLIGHT SCHEDULE: The Competition will include several stages featuring different data and conditions (the "Schedule"), which will be available at the Website.

November 29 2012: **Competition Launch; Initial Training Set released.**

Entrants can begin data analysis.

December 18 2012: Leaderboard activated; Public Leaderboard Test Set released.

Entrants submit entries developed using the Initial Training Set. Entries are scored against the Public Leaderboard Test Set.

January 9 2013: Augmented Training Set Part 1 released.

Entrants submit entries developed using the First and Second Training Sets.

Entries continue to be scored against the Public Leaderboard Test Set.

February 8, 2013: Augmented Training Set Part 2 released; Public Leaderboard Test Set solutions released; Public Leaderboard is frozen.

Entrants further develop models using all available data and choose their best model as a final model. No further entries are submitted to the leaderboard.

February 14, 2013: **Model Submission Deadline.**

Entrants submit a record of their final model's codebase.

March 4, 2013: Final Evaluation Set released.

Entrants apply their final models (submitted prior to the Final Evaluation Set) and submit their final entry.

March 11, 2013: **Final Predictions Submission Deadline**

Competition ends. Celebrate!

THIS SCHEDULE IS SUBJECT TO CHANGE. ENTRANTS WILL BE NOTIFIED OF ANY MATERIAL CHANGES TO THE SCHEDULE VIA EMAIL AND ON THE WEBSITE. ENTRANTS ARE SOLELY RESPONSIBLE FOR KEEPING UP WITH ANY SCHEDULE CHANGES. GE IS NOT RESPONSIBLE FOR ANY FAILURE OF AN ENTRANT TO RECEIVE NOTICE OF SCHEDULE CHANGES.

12. INTELLECTUAL PROPERTY RIGHTS: GE makes no claim to ownership of your Entry or any intellectual property that it may contain. You are not granting GE any rights to any patents or pending patent applications related to the technology described in your Entry. By submitting an Entry, you grant GE certain limited rights as set forth in these Official Rules.

By submitting an Entry, you consent to the use, by GE, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that GE's use of your personal data will be governed by the Privacy Policy posted on the GE website.

You agree that nothing in the Official Rules grants you a right or license to use the GE name or any GE trademark or service mark. You grant to GE the right to include your

company name (if your Entry is from a company) as an Entrant on the Website and in materials related to GE's promotion of the Competition. Other than these uses, you are not granting GE any rights to your trademarks.

Nothing in this Competition requires you to negotiate or do business with GE. You are free to discuss your Entry and the ideas or technologies that it contains with other parties and you are free to contract with any third parties as long as you do not sign any agreement or undertake any obligations that conflict with any agreement that you have entered into or do enter into with GE regarding your Entry. For the purpose of clarity, you acknowledge that the intent of the Competition is to encourage people to suggest their ideas and innovations to GE. But participating in the Competition does not create an obligation on either your part or GE's part to enter into any further business relationship or to sign any commercial agreement.

13. **CONFIDENTIAL INFORMATION:** Since GE does not wish to receive or hold any submitted materials "in confidence" it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between GE and you, the company you represent when submitting an Entry, or the owner of any part of your Entry. If your Entry is selected as a winner, GE may offer to sign a confidentiality agreement as part of further discussions about your Entry and the technology it describes. GE shall have no liability or responsibility for use by any other individual or Entity of any aspect of your Entry.
14. **WARRANTIES:** By submitting an Entry, you represent and warrant that all information you enter on the Website is true and complete to the best of your knowledge, that you have the right and authority to submit Entries (including your algorithm and the predicted arrival times) on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry:
 - (a) is your own original work, or is used by permission with full and proper credit given within your Entry;
 - (b) does not contain confidential information or trade secrets (yours or anyone else's) and is not the subject of a registered patent or pending patent application;
 - (c) does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
 - (d) does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
 - (e) does not and will not violate any applicable law, statute, ordinance, rule or regulation;
 - (f) does not trigger any reporting or royalty obligation to any third party; and

(g) was not previously published and has not won any other prize/award.

A breach of a warranty set out in this clause will result in the corresponding Entry being invalid. In addition, you indemnify GE against all loss, damages and costs incurred by the GE arising from your breach of the warranty set out in this clause

15. DETERMINING THE WINNERS: This Competition is purely data driven and the final results are determined solely by Leaderboard ranking on a Final Evaluation Leaderboard maintained during the Final Evaluation Set Period (subject to compliance with these Official Rules). Entrants' scores and ranks on the Website Leaderboard at any given stage of the Competition will be based on the evaluation metric described on the Website, as determined by applying the predictions in the Entry to the ground truth of a validation dataset whose instances were a fixed set sampled from the Data. The operative validation dataset will change throughout the Competition Period according to the Schedule on the Website.

The evaluation metric used for scoring and ranking Entries will be displayed on the Website. For a detailed definition of the metric, please refer to the tab "Evaluation" on the Website.

16. AWARDS: Each Entrant's place on the Final Evaluation Leaderboard will determine whether that Entrant is a Prize Winner, subject to confirmation of eligibility and compliance with these Official Rules. Up to six prizes may be awarded.

Prize awards are subject to verification of eligibility and compliance with these Official Rules. All decisions of the Sponsor and judges will be final and binding on all matters relating to this Competition. Sponsor reserves the right to examine the Entry and any associated code or documentation for compliance with the Competition Rules.

Potential prize winners will be notified by GE via e-mail within seven (7) business days following the conclusion of the Competition. Each prize winner will receive one of the following prizes according to their position on the Final Evaluation Leaderboard at the end of the Competition Period:

- First prize: \$100,000
- Second prize: \$50,000
- Third prize: \$40,000
- Fourth prize: \$30,000
- Fifth prize: \$20,000

The Competition will also award a "LSU Prize". This prize will be awarded to the Entrant with the highest position on the Final Evaluation Leaderboard and who also

registered for the Lean Startup Conference scheduled to take place on December 3 and 4, 2012. (Further conference details are available at www.leanstartup.co). To be eligible for the LSU prize, you or at least one member of your Team must have registered for the conference by December 4, 2012 and confirmed your eligibility via email to lsu.gequest@kaggle.com. If one of the First through Fifth prize winners is qualified for the LSU Prize, then the LSU Prize will be awarded in addition to the other prize. If none of the five winners was registered for the LSU conference, then the LSU Prize will be awarded to the highest ranking LSU registrant on the Leaderboard after confirmation.

- LSU prize: \$10,000

After verification of eligibility, each prize winner will receive the prize in the form of a check made out to the prize winner. Awards will be distributed to the individual Entrant for a winning Entry, or if winning Entry was submitted by a Team, then the award will be distributed as set forth in the written statement submitted by the Team Leader with the final Entry submission. If no such statement was submitted, then GE will distribute the prize among the Team members in equal shares.

As a condition of receipt of the prize, the prize winner must deliver the algorithm's code and documentation to GE. The source code must contain a description of resources required to build and run the algorithm. The prize winners (and if any winner is a Team, each individual Entrant on the winning Team) will be required to complete, sign and return a Declaration of Eligibility and Non-Exclusive License Release in order to claim the prize. If a winning Entrant or Team member is a U.S. citizen, potential winner must also sign and return an IRS W-9 form within the stated time in order to claim the prize. Potential winners will be disqualified and the prize may be awarded to an alternate winner (the next qualified Entrant on the Leaderboard) if (a) the required documentation is not returned within thirty (30) days after receipt of any request to provide documentation, (b) prize notification letter/email or prize is returned as undeliverable; or (c) potential winner or winning Team member is disqualified for any reason.

Allow 30 days from confirmation for prize delivery. Any winners who are U.S. citizens will receive an IRS 1099 form in the amount of their prize at the appropriate time. By accepting any prize, each winner agrees to use of his/her name, address, likeness and/or prize information by the Competition Entities for promotional purposes in any medium without additional compensation, to the extent permitted by law.

This is a contest of skill. Whether or not your Entry is determined as a winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated based on the error metric.

No substitution or transfer of prizes is permitted. All taxes, fees and expenses associated with receipt and use of a prize are the sole responsibility of the prize winners.

17. LICENSE. By accepting a prize, winners each (a) grant to GE and its designees a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable right to use, not use, reproduce, distribute, create derivative works

from, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import the winning Entries, and the algorithm used to produce the Entry (collectively the Licensed Materials”), in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without further approval by or payment to Entrant (the "License") and (b) represents that winners have the unrestricted right to grant the License.

If desired, GE and winner may negotiate in good faith a further business relationship that is mutually acceptable, but neither GE nor winner is under any obligation to do so.

18. **LIMITATION OF LIABILITY:** By participating in the Competition, each Entrant agrees to release, indemnify and hold harmless GE, Kaggle Inc, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of your participation in or association with the Competition. GE is not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. GE reserves the right to cancel, modify or suspend the Competition should any computer virus, bug or other technical difficulty or other causes beyond the control of GE corrupt the administration, security or proper play of the Competition, and to determine winners from among Entries not affected by the corruption, if any, in its sole discretion.
19. **NO OBLIGATION:** You acknowledge that multiple participants may submit Entries that contain concepts or technologies similar to your Entry and that GE, its subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that you disclose in your Entry. You acknowledge and agree that GE’s action with respect to another Entry, even if similar to your Entry, shall not create in GE any liability to you or others. Further, GE is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that GE sees fit, independent of you and at GE’s sole discretion, any technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that GE is not obligated to take any action whatsoever with regard to your Entry.
20. **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein,
21. **WAIVER:** By entering the Competition, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys’ fees.

22. LAW: You agree that these terms and the relationship between you and GE shall be governed by the laws of the United States and the State of New York.