WWDC21 Challenge Terms and Conditions

These WWDC21 Challenge Terms and Conditions (the “Terms”) applies to your participation in the challenges made available on the Apple Developer App and/or the Apple developer website related to WWDC21 (“Challenges”) and access to all materials, websites, and locations associated with the Challenges, including use of any Apple software, services, documentation, data, content, code or other materials provided in connection with the Challenges (collectively “Apple Materials”). By accessing any Apple Materials in connection with the Challenges, you acknowledge and agree to abide by the Terms, and any other guidelines or instructions provided to you in connection with the Challenges.

The WWDC21 Challenges
The Challenges are articles or videos made available in the Developer App and/or the Apple developer website that prompt you to (a) solve a problem or explore a framework, (b) try out sample code or (c) think about broad questions after viewing a WWDC21 session.

Apple Materials
Unless otherwise set forth in the Challenge materials, your use of any Apple Materials made available to you in connection with the Challenges will be governed by the Terms. In connection with and for the express purpose of participating in the Challenges that incorporate or use the Apple Materials, Apple hereby grants to you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable, and internal use license to use the Apple Materials to develop solutions and responses to the Challenges, which license grant terminates upon removal of the Challenges from the Apple Developer App and the Apple developer website.

Intellectual Property Rights
Apple retains all rights, title, and interest in and to the Apple Materials. The parties acknowledge that the Terms do not give Apple any ownership interest in your Challenge solutions, except to the extent of any Apple Materials and/or Apple intellectual property embodied or incorporated therein in accordance with the Terms and subject to Apple’s ownership in its intellectual property. Portions of the Apple Materials utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Apple Materials and your use of such material is governed by their respective terms.

Independent Development
Apple works with many software developers and some of their products may be similar to or compete with the solutions that you may post or otherwise make available. Apple may also be developing its own similar or competing apps, playgrounds, products or services or may decide to do so in the future and nothing in the Terms will be construed as a representation or inference that Apple will not develop products, or have products developed for it, that may compete with your Challenge solutions.

Code of Conduct
Apple is committed to diversity and to providing a harassment-free WWDC21 experience for everyone. All WWDC21 participants, including Apple personnel, have the right to a safe and welcoming environment regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion, or any other attributes. Apple reserves the right to terminate your participation in any WWDC21 related events at any time in its sole discretion, including but not limited to participants behaving in an inappropriate manner or for failing to comply with these Terms. Failure to comply with the Terms may result in suspension or termination of your Apple Developer Program account, and/or ability to participate on future Challenges or other WWDC21 related events.

Disclaimers; Changes to Terms
TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL APPLE HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM, WITHOUT LIMITATION: (A) YOUR PARTICIPATION IN THE CHALLENGES OR (B) YOUR USE OF ANY APPLE MATERIALS. THE APPLE MATERIALS ARE
PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTY. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, APPLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED WITH RESPECT TO THE APPLE MATERIALS. IN NO EVENT WILL APPLE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE APPLE MATERIALS AND THE AGREEMENT, AND APPLE’S TOTAL LIABILITY TO YOU HEREUNDER IS LIMITED TO FIFTY DOLLARS.

Apple reserves the right to cancel, amend, or suspend the Challenges or the Terms, at any time, without prior notice or obligation. Your continued participation on any Challenges after such changes constitutes your acceptance of and agreement to these changes.