Paradigm Muse Spark Open Kernel Challenge
Official Rules

IMPORTANT NOTICE: THESE OFFICIAL RULES CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 16) THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS SUBJECT TO APPLICABLE LAW AND IS VOID WHERE PROHIBITED. PARTICIPATION IN THE CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES.

1. **CONTEST.** Welcome to the Muse Spark Open Kernel Challenge (the "Contest"), sponsored by Paradigm Operations LP (the "Sponsor"). The Contest consists of multiple challenge-based competitions, including kernel optimization challenges (the "Kernel Track") and a model-serving optimization competition (the "Serving Track"), as further described in these Official Rules and the technical rules available at https://openkernelchallenge.dev/rules (the "Technical Rules"), which are incorporated herein by reference.

2. **SPONSOR.** The sponsor of this Contest is Paradigm Operations LP ("Sponsor").

3. **CONTEST PERIOD.** The Contest begins on October 22, 2026 at 11:00 AM Pacific Time ("PT") and ends on November 19, 2026 at 11:59 PM PT (the "Contest Period"). Certain portions of the Contest, including leaderboard scoring, may conclude earlier, as determined by Sponsor.

   Sponsor reserves the right, in its discretion, to modify the timing, structure, or phases of the Contest, including the start and end times, as necessary to address technical issues, maintain fairness, or otherwise ensure the intended operation of the Contest. Any such changes will be communicated by Sponsor in its discretion. Sponsor's clock is the official clock of the Contest.

4. **ELIGIBILITY.** The Contest is open only to individuals who are at least eighteen (18) years of age at the time of entry and who are able to participate in the Contest in accordance with these Official Rules. The Contest is open globally, except where prohibited by law. Individuals located in jurisdictions where participation is prohibited by applicable sanctions or export controls, or who are otherwise prohibited from participating under such laws, are not eligible to participate.

   Participation must be by an individual and is limited to only one account per individual. Teams, groups, or organizations are not permitted to enter or participate as a single entrant.

   Employees, officers, directors, agents, and representatives of Sponsor and its parent companies, subsidiaries, affiliates, and their immediate family members (spouse, parent,

child, sibling, and their respective spouses, regardless of where they reside) and members of the same household, whether or not related, are not eligible to participate or win.

Sponsor reserves the right, in its discretion, to verify eligibility and to disqualify any participant who does not meet the requirements set forth in these Official Rules or who violates these Official Rules.

5. **ACCEPTANCE OF OFFICIAL RULES AND TERMS.** Before participating in the Contest, each participant must review and affirmatively agree to these Official Rules through the Contest's terminal-based interface. By participating in the Contest, each participant agrees to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Participants also agree to review and comply with Sponsor's applicable terms and policies, including its Terms of Use and Privacy Policy, which are incorporated by reference.

   These Official Rules govern the Contest, but they do not govern Sponsor's websites or services, which are governed by their own terms. Disputes arising out of or related to the Contest will be governed exclusively by Section 16 of these Official Rules.

   In the event of a conflict between these Official Rules and any instructions or interpretations of these Official Rules given by an employee or agent of Sponsor regarding the Contest, these Official Rules shall prevail, govern, and control. In the event of any discrepancy or inconsistency between these Official Rules and any disclosures or other statements contained in Contest-related materials, these Official Rules shall prevail and control.

6. **HOW TO PARTICIPATE.** No purchase or payment is necessary to participate in the Contest. The Contest consists of multiple competition tracks, including (i) kernel optimization challenges (the "Kernel Track") and (ii) a model-serving optimization competition (the "Serving Track"), as further described in the Technical Rules.

   - **Kernel Track.** Participants may enter the Kernel Track by participating in one or more of the designated kernel optimization challenges made available by Sponsor during the Contest Period, in accordance with the Technical Rules. Participation in a Kernel Track competition will constitute entry into that competition, as determined by Sponsor.

   - **Serving Track.** Participants may enter the Serving Track by submitting through the Contest's interface in accordance with the instructions, specifications, and requirements set forth in the Technical Rules. To be eligible for consideration, participants must submit their patch by the applicable deadline for the Serving Track, as determined by Sponsor.

   Participants may participate in one or both tracks, subject to these Official Rules.

   Sponsor reserves the right, in its discretion, to determine whether participation or submissions satisfy the requirements for entry and eligibility in any track, including based on data recorded by Sponsor's systems or platforms, and to interpret and apply the rules, criteria, and mechanics of each track.

Sponsor is not responsible for any technical issues, delays, or failures that may affect participation, including without limitation any issues relating to access, connectivity, or platform functionality. Participation that is incomplete, invalid, non-compliant, or determined by Sponsor to involve manipulation, abuse, or other improper conduct may be disqualified.

7. **CONSENT TO COMMUNICATIONS.** By participating in the Contest, each participant consents to receive communications from Sponsor for purposes of administering the Contest, including without limitation communications regarding participation, results, and prize fulfillment. In the event a participant is selected as a winner, such participant may be contacted by Sponsor for additional information, prize fulfillment, and reasonable promotional or publicity purposes related to the Contest.

8. **PRIZE DETAILS AND RELATED TERMS.** Prizes will be awarded to eligible participants based on performance in the Serving Track, as determined by Sponsor in accordance with these Official Rules and the Technical Rules.

   The total cash prize pool is $100,000 USD, excluding the H200 GPU awarded to the first-place winner . Prizes will be awarded as follows: (i) first place: $50,000 USD and a H200 GPU; (ii) second place: $30,000 USD; (iii) third place: $10,000 USD; (iv) fourth place: $3,000 USD; (v) fifth place: $2,000 USD; and (vi) sixth through tenth places: $1,000 USD each.

   All prizes are awarded as is and without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, except where prohibited by law.

   Prizes are non-transferable and may not be redeemed for cash (unless expressly designated as a cash prize). Sponsor reserves the right, in its discretion, to substitute any prize (or portion thereof) with a prize of equal or greater value.

   In particular, Sponsor is not required to ship the H200 GPU to any location where shipment would violate applicable law (including export controls or sanctions), require a license or authorization Sponsor does not obtain, or, in Sponsor's reasonable discretion, involve unreasonable shipping costs or logistical difficulties.In those circumstances, Sponsor may substitute cash or another prize of equal or greater value for the H200 GPU, to the extent permitted by applicable law.

   Winners are solely responsible for any taxes, fees, or other costs associated with receipt or use of a prize. Sponsor may require winners to complete and return applicable tax forms or other documentation as a condition of receiving a prize.

   In addition to the prizes described above, Meta may, in its sole discretion, consider participants ranked among the top 1,000 on the leaderboard at the conclusion of the Contest for potential employment interviews. A top-1,000 ranking does not guarantee an interview, job offer, or employment. Any disclosure by Sponsor of a participant's email address to Meta

for Meta's independent recruiting purposes requires the participant's separate, optional authorization and must comply with applicable law. Whether to interview or hire any participant is within Meta's sole discretion and subject to Meta's hiring processes and eligibility requirements, including work authorization and applicable law. Declining to authorize such sharing will not affect eligibility for the Contest or its cash and H200 GPU prizes.

9. **SELECTION OF WINNERS.** Winners will be determined based on performance in the Serving Track, as determined by Sponsor in accordance with these Official Rules and the Technical Rules.

   Winners for the Serving Track will be determined based on participant performance on the serving leaderboard, subject to final verification in accordance with the Technical Rules. At the conclusion of the Contest, the top twenty-five (25) entries on the serving leaderboard will be rerun at least three (3) times on a separate held-out set of data, alongside stock SGLang on the same set and node. Final placements will be determined based on the median scores of those reruns, subject to Sponsor's review and verification in accordance with the Technical Rules. Sponsor reserves the right to review, verify, and adjust leaderboard results prior to final determination of winners to address technical issues, exploits, or other integrity concerns.

   All decisions regarding scoring, rankings, and winner determination are final and binding, subject to Sponsor's discretion. Sponsor reserves the right, in its discretion, to interpret and apply the rules, criteria, and mechanics of the Contest and to resolve any ties, disputes, or ambiguities.

   Sponsor reserves the right not to award any prize if, in its discretion, it determines that no eligible participant has met the requirements for such prize.

10. **NOTIFICATION TO WINNERS.** Sponsor will attempt to notify potential winners using the contact information associated with their participation in the Contest (the "Notification"). Potential winners may be required to confirm acceptance of the prize and provide any requested information or documentation within a specified period of time, as determined by Sponsor. Potential winners may be required to complete and return an affidavit of eligibility, liability release, and, where permitted by law, a publicity release (collectively, the "Required Documents") within the timeframe specified by Sponsor. Failure to comply with any Notification or Required Documents, or with these Official Rules, may result in disqualification and forfeiture of the prize.

    Except where prohibited by law, acceptance of a prize constitutes the winner's consent to Sponsor's use of such winner's name, likeness, and/or submitted materials for advertising, promotional, and publicity purposes in any media, without further compensation.

    If a potential winner cannot be contacted, fails to respond within the required timeframe, fails to complete any Required Documents, or is otherwise determined to be ineligible, the prize may be forfeited and an alternate winner may be selected, in Sponsor's discretion.

Sponsor is not responsible for any inability to contact a potential winner or for any failure by a participant to receive Notification due to inaccurate or outdated contact information or technical issues.

11. **OTHER CONDITIONS.** These Official Rules are final and binding in all respects and are subject to all applicable laws and regulations.

    CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY SYSTEMS, PLATFORMS, OR INFRASTRUCTURE USED IN CONNECTION WITH THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

    a. **Right to Modify or Suspend Contest.** Sponsor reserves the right, in its sole discretion, to modify, suspend, or terminate the Contest or any portion thereof if, for any reason, the Contest is not capable of running as planned or if any event occurs that, in Sponsor's discretion, affects the administration, security, fairness, integrity, or proper conduct of the Contest. Such events may include, without limitation, technical failures, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond Sponsor's control, including force majeure events.

       In the event of any such modification, suspension, or termination, Sponsor may determine winners, if any, based on eligible participation and available data, as determined by Sponsor in its discretion. Sponsor shall have no obligation to award any prizes if the Contest is terminated, cancelled, or otherwise unable to be completed as planned, except as required by applicable law.

    b. **Right to Disqualify Participants.** Sponsor reserves the right, in its sole discretion, to disqualify any participant at any time if Sponsor determines that such participant (i) has violated these Official Rules; (ii) has engaged in any conduct that, in Sponsor's discretion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest; (iii) has improperly used automated means, scripts, or other methods to improperly manipulate or interfere with participation, scoring, or results; (iv) has acted in an unsportsmanlike, disruptive, or abusive manner, or has engaged in conduct intended to disrupt or undermine the legitimate operation of the Contest or to harass or harm any other participant or person; or (v) is otherwise determined by Sponsor, in its discretion, to be ineligible or acting in a manner inconsistent with the spirit or intended operation of the Contest.

       Sponsor reserves the right to conduct background checks on potential winners to the extent permitted by law. By participating, participants agree to cooperate with any such background check and to provide any necessary authorizations or information. Sponsor

may disqualify any participant or potential winner based on the results of such background check, in its discretion.

12. **USE OF DATA.** By participating in the Contest, each participant acknowledges and agrees that Sponsor may collect, use, and process personal information provided in connection with the Contest for purposes of administering the Contest, including without limitation to verify eligibility, determine winners, and fulfill prizes. All personal information collected in connection with the Contest will be handled in accordance with Sponsor's Privacy Policy. By participating, participants acknowledge that they have reviewed and agree to Sponsor's Privacy Policy. If a participant is selected as a winner, certain information about such winner (such as name or username) may be included in a publicly available winners list or otherwise used in accordance with these Official Rules.

    Sponsor may use participants' email addresses to contact them about potential employment or recruiting opportunities and may disclose those addresses to Meta for Meta's own recruiting communications, in each case subject to applicable law and the relevant privacy notices.

13. **OWNERSHIP AND PUBLICITY.** As between Sponsor and each participant, participants retain ownership of any rights they hold in code, materials, or other content they create or provide in connection with the Contest, subject to any applicable third-party rights and licenses. By participating in the Contest and providing any such materials, each participant grants Sponsor and its affiliates a non-exclusive, worldwide, royalty-free, irrevocable license to use, reproduce, display, publish, distribute, and create derivative works from such materials, and to use the participant's name, username, and likeness, for purposes of administering the Contest and for reasonable promotional, marketing, and publicity purposes related to the Contest, in any media now known or later developed, without further compensation, unless prohibited by law. Sponsor shall have no obligation to use any such materials and shall not incur any liability to the extent it elects not to exercise any rights granted under this Section.

    Each participant licenses the original code and other contributions they own and submit in connection with the Contest under the Apache License, Version 2.0, subject to applicable third-party rights and licenses. Participants must have the rights necessary to submit and license their contributions in accordance with these Official Rules and the Technical Rules.

14. **TAXES.** Any valuation of prizes stated in these Official Rules is based on available information at the time of drafting. All federal, state, local, and other applicable taxes, as well as any costs and expenses associated with the acceptance and/or use of a prize not specifically provided for in these Official Rules, are the sole responsibility of the winner. Winners are solely responsible for reporting and paying any applicable taxes associated with a prize. Sponsor may require any winner to provide valid identification and a completed and signed IRS Form W-9 or other applicable tax documentation as a condition of receiving a prize. Sponsor may issue an IRS Form 1099 or other applicable tax forms as required by applicable law. Winners are encouraged to consult their own tax advisors regarding the tax consequences of accepting a prize.

15. **RELEASE, INDEMNIFICATION, AND LIMITATION ON LIABILITY.** By entering and participating in the Contest, each participant agrees to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, suppliers, third-party providers of funding or software for the Contest, and each of their respective officers, directors, employees, shareholders, and agents (collectively, the "Released Parties") from and against any and all claims, actions, damages, losses, liabilities, costs, or expenses of any kind, including personal injury, death, or property damage, arising out of or in connection with participation in the Contest, any Contest-related activity, or the acceptance, use, or misuse of any prize, including any claims based on publicity rights, defamation, or invasion of privacy.

    Each participant further agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all liability, claims, losses, damages, injuries, costs, or expenses, including reasonable attorneys' fees, arising out of or relating to (i) the participant's participation in the Contest, (ii) any materials, content, or information provided by the participant in connection with the Contest, or (iii) any breach or alleged breach by the participant of these Official Rules or of any representation, warranty, or obligation under these Official Rules.

    The Released Parties are not responsible or liable for any incorrect or inaccurate information related to participation in the Contest, and assume no responsibility for: (i) any error, omission, interruption, defect, or delay in operation, connectivity, or transmission at any website, platform, network, or server; (ii) any failure of participation data, scores, or other information to be received, recorded, or processed by Sponsor due to technical, mechanical, electronic, or human error, or traffic congestion on the Internet or on any website, platform, network, or server; (iii) communications line, hardware, or software failures; (iv) damage to any computer, device, software, or data resulting from or related to participation in the Contest; (v) theft, destruction, tampering, unauthorized access to, or alteration of participation data or related information; (vi) participation data, scores, email messages, or other communications related to the Contest that are late, lost, stolen, damaged, delayed, garbled, inaccurate, incomplete, or misdirected (or any combination thereof); (vii) printing, typographical, or other errors appearing in these Official Rules or in any Contest-related materials; (viii) the administration of the Contest or the processing, scoring, or judging of participation or materials; or (ix) any other errors or problems of any kind relating to the Contest.

16. **DISPUTE RESOLUTION. MANDATORY ARBITRATION; NO CLASS ACTIONS.** PLEASE READ THIS "DISPUTE RESOLUTION" SECTION CAREFULLY, AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT FILED IN COURT.

    This Section 16 governs the resolution of any claim, dispute, or controversy (whether in contract, tort, or otherwise) that may arise out of, relate to, or be connected in any way with the Contest or these Official Rules between (i) each participant ("You" or "Your") and (ii) Paradigm Operations LP ("Sponsor") (each, a "Contest Dispute").

a. **Informal Dispute Resolution.** The parties agree that before initiating any formal dispute pursuant to the provisions below, we will engage in informal dispute resolution to settle any Contest Dispute(s). Engaging in good faith negotiations to informally resolve such Contest Dispute shall be a pre-condition to any lawsuit or arbitration. Consequently, if You fail to engage in this process, additional fees could be imposed on You in arbitration.

   To adequately engage in this initial dispute-resolution process, each party must notify the other party, in writing, of the facts and circumstances giving rise to the Contest Dispute, including the email address associated with the participant's account or participation and all damages claimed. Such a writing must be sent (i) by Sponsor to the email address associated with the participant, or (ii) by You to legalops@paradigm.xyz, Subject Line: Muse Spark Open Kernel Challenge – Dispute Notification ("Dispute Notification"). Sponsor believes this informal process should facilitate resolution. However, if the parties are unable to satisfactorily resolve the Contest Dispute within forty-five (45) days from the receipt by the non-initiating party of the Dispute Notification, then You and Sponsor agree to the dispute resolution provisions below.

   Notwithstanding the foregoing 45-day notice requirement, You and Sponsor agree that if the Contest Dispute involves either party's intellectual property rights or defamation, this informal dispute resolution provision shall not apply and either party may immediately pursue relief in the manner set forth below.

b. **Binding Arbitration.** If the parties do not reach an agreed-upon solution as a result of the Informal Dispute Resolution provision above, then the parties agree that either party may initiate binding arbitration as the sole means to resolve the Contest Dispute (except as set forth below) subject to these Official Rules and this arbitration agreement. Specifically, all Contest Disputes, including, but not limited to, any claim that all or any part of these Official Rules are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of arbitration fees (including the timing of such payments and remedies for nonpayment), shall be finally settled by binding arbitration.

   Thus, except as explicitly set forth in this Section 16, an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Official Rules. The parties understand that by entering this agreement to arbitrate, an arbitrator and not a judge or jury will decide the Contest Dispute, and that rights to discovery and appeals may be limited in arbitration. The parties further understand that the costs of arbitration could exceed the costs of litigation in some instances.

   YOU HEREBY ACKNOWLEDGE AND AGREE THAT BY AGREEING TO THESE OFFICIAL RULES, WHICH INCLUDE THIS ARBITRATION AGREEMENT, YOU AND SPONSOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY A JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

This agreement to arbitrate affects interstate commerce and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., and applicable federal arbitration law.

i. Arbitration Rules. Any arbitration initiated pursuant to this Section 16 shall be administered by JAMS and conducted before a single arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class or representative actions, and except that each party shall be permitted at least one deposition unless otherwise prohibited by applicable JAMS rules. If twenty-five (25) or more similar arbitration demands are filed against Sponsor by the same party or similar parties represented by the same law firm or law firms acting in coordination (a "Mass Arbitration"), then the JAMS Mass Arbitration Procedures shall apply. The applicable JAMS rules and procedures are available at https://www.jamsadr.com/adr-rules-procedures/. If for any reason JAMS is unable to administer the arbitration, either party may apply to a court of competent jurisdiction to appoint an arbitrator pursuant to 9 U.S.C. § 5.

ii. Class Action Waiver. You and Sponsor acknowledge and agree that, to the maximum extent permitted by law, any arbitration shall be conducted in an individual capacity only and not as a class, collective, or other representative action. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to resolve that party's individual claim.

   Notwithstanding the foregoing, any arbitration involving You may proceed on a consolidated basis only if Sponsor provides its prior written consent to such consolidation.

   Notwithstanding any other provision of these Official Rules, disputes regarding the interpretation, applicability, or enforceability of this Class Action Waiver subsection may be resolved only by a court of competent jurisdiction and not by an arbitrator. If there is a final judicial determination that applicable law precludes enforcement of this subsection as to a particular remedy, then that remedy (and only that remedy) shall be severed from the arbitration and may be pursued in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

iii. Arbitration Location. If the amount in controversy does not exceed $25,000 and does not involve injunctive or declaratory relief, the arbitration shall be conducted solely on the basis of written submissions provided by You and Sponsor to the arbitrator, unless (A) the arbitrator determines that a hearing is necessary or (B) the parties agree otherwise. In such cases, the parties agree to remote participation in any hearing by video or telephone conference.

If the amount in controversy exceeds $25,000 or involves declaratory or injunctive relief, either party may request an arbitration hearing. Any such hearing shall presumptively be conducted by video or telephone conference, unless (A) the arbitrator determines that there is good cause to hold an in-person hearing or (B) the parties agree otherwise. In the event an in-person hearing is required, the location of the hearing shall be determined by mutual agreement of the parties or, if the parties cannot agree, by the arbitrator in accordance with applicable JAMS rules and applicable law.

iv. Arbitration Procedures. Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which the claims are based. The arbitrator and/or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements.

The arbitrator shall be empowered to grant any relief that would be available in a court under law or in equity. The arbitrator also shall be empowered to impose sanctions in accordance with JAMS Rules and Procedures, including for any frivolous claims or submissions that the arbitrator determines have not been filed in good faith under the standard set forth in Federal Rule of Civil Procedure 11, and/or for a party's failure to comply with any provision or condition of these Official Rules.

Subject to the applicable JAMS rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute.

Unless otherwise prohibited by law, all arbitration proceedings shall be confidential and closed to the public and any persons other than You and Sponsor (and each party's authorized representatives and agents), and all records relating thereto shall be maintained as confidential, except as necessary to obtain court confirmation of an arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

v. Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the applicable JAMS Rules and Procedures and will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator shall have the authority to award monetary damages on an individual basis only and to grant, on an individual basis, any non-monetary remedy or relief to the extent available under applicable law, the JAMS Rules and Procedures, and these Official Rules.

The parties agree that any damages or other relief awarded, if any, must be consistent with the terms of Section 15 ("Release, Indemnification, and Limitation on Liability").

The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. No individual arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with any person who is not a named party to the arbitration.

vi. Fees. Unless otherwise required by applicable law, the JAMS Rules and Procedures will govern the amount that You and Sponsor must pay to JAMS for arbitration fees, including with respect to any fee waivers. However, if the arbitrator determines that Your claim(s) are frivolous or were asserted in bad faith, You agree that You may be required to reimburse Sponsor for arbitration fees (including reasonable attorneys' fees) incurred by Sponsor in defending against such claim(s).

The parties further agree that JAMS has the discretion to modify the amount or timing of any administrative or arbitration fees due under the JAMS Rules and Procedures where it deems appropriate, provided that such modification does not increase the costs to You, and You waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Section 16 while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction, as applicable.

Each party shall be responsible for its own attorneys' fees, except as otherwise provided in these Official Rules, the JAMS Rules and Procedures, or applicable law. Sponsor will not seek attorneys' fees or arbitration costs from You in connection with claims You bring, unless the arbitrator determines that such claims are frivolous or that You have engaged in conduct that is sanctionable under the JAMS Rules and Procedures or Federal Rule of Civil Procedure 11. Sponsor may seek attorneys' fees and costs as permitted under these Official Rules, the JAMS Rules and Procedures, and applicable law for claims it brings against You.

vii. Time to File. Any claim must be commenced by filing a demand for arbitration within one (1) year after the date the party asserting the claim first knew or reasonably should have known of the act, omission, or default giving rise to the claim. If applicable law prohibits a one (1) year limitation period, the claim must be asserted within the shortest time period permitted by applicable law.

c. Exceptions to Arbitration – Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all Contest Disputes through arbitration, either party may bring an action in state or federal court (subject to these Official Rules, including the "Choice of Law/Venue" section below) to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also elect to have Contest Disputes resolved in a small claims court if and to

the extent such disputes fall within the jurisdiction of that court. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court in the applicable jurisdiction of the participant's residence. Seeking such relief shall not waive a party's right to arbitration under this agreement.

d. **Choice of Law/Venue.** Except where preempted by federal law, You agree that all Contest Disputes, whether in arbitration or litigation (if excluded from arbitration under these Official Rules or otherwise non-arbitrable), shall be governed by the laws of the State of California, excluding its conflicts of law principles. You further agree that, solely to the extent any Contest Dispute is not resolved pursuant to the arbitration provisions in these Official Rules—including any arbitration-related litigation such as a motion to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enforce an arbitration award—such dispute shall be resolved exclusively in a court of competent jurisdiction, federal or state (including small claims court), located in San Francisco, California, and in no other forum. You consent to the personal jurisdiction of such courts and agree to accept service of process from them to the fullest extent permitted by applicable law.

e. **30-Day Right to Opt Out.** You have the right to opt out of the arbitration and class action waiver provisions set forth in this Section 16 by sending written notice of Your decision to opt out by mail to 548 Market Street Ste 46425, San Francisco, CA 94104, Attn: Legal Department, or by email to legalops@paradigm.xyz. The notice must be sent within thirty (30) days of the date these Official Rules become effective or Your first participation in the Contest, whichever occurs later. If You do not timely opt out, You shall be bound to arbitrate disputes in accordance with the terms of this Section 16. If You opt out of these arbitration provisions, Sponsor also will not be bound by them. However, even if You opt out of arbitration, You will continue to be bound by the remaining dispute resolution provisions set forth in this Section 16 to the extent applicable.

f. **Changes to this Section.** Sponsor will provide at least thirty (30) days' notice of any material changes to this Section 16. Any such changes will become effective thirty (30) days after such notice is provided to participants and will apply to all claims not yet filed, to the extent permitted by applicable law. If Sponsor modifies this Dispute Resolution section after the date You first accepted these Official Rules (or any subsequent updates), Your continued participation in the Contest more than fifteen (15) days after such changes become effective will constitute Your acceptance of those changes.

17. **WINNERS LIST.** The names of the winners will be available once winners have been verified and prizes have been awarded. To request a copy of the winners list, you may: (i) send a self-addressed, stamped envelope to 548 Market Street Ste 46425, San Francisco, CA 94104, Attn: Legal Department – Muse Spark Open Kernel Challenge; or (ii) send an email to legalops@paradigm.xyz with the subject line "Winners List Request – Muse Spark Open Kernel Challenge."

18. **NO THIRD-PARTY SPONSOR.** This Contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram, TikTok, X (formerly Twitter), or any other social media platform on which the Contest may be promoted.

    By participating in the Contest, each participant agrees to release and hold harmless Instagram, Meta, TikTok, X (formerly Twitter), and any other third-party platform on which the Contest is promoted, from and against any and all claims, liabilities, damages, or causes of action arising out of or relating to participation in the Contest or the acceptance, use, or misuse of any prize.

    Participants acknowledge that any information provided in connection with the Contest is provided to Sponsor and not to Instagram, Meta, TikTok, X (formerly Twitter), or any other third-party platform.

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