

# INTELLECTUAL PROPERTY RIGHTS

All submissions to the ecomhack remain the intellectual property of the individuals or organizations that developed them. By registering, consenting to the terms of the Hackathon, and entering a Submission, however, the Participant agrees that the organizers and technology partners reserve an irrevocable, nonexclusive, royalty-free license to use, distribute to the public, and publicly display and perform a Submission for a period of one year starting on the date of the announcement of contest winners (April 7, 2013) as an example of work. We encourage participants to open source their projects to both share their hacks with the greater community and promote innovation in this space.

## PROTECTION OF INTELLECTUAL PROPERTY

By submitting a ecomhack Entry or accepting any prize, you represent and warrant the following: (a) you will not submit content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the content and to grant ecomhack all of the rights granted herein; (b) you will not publish falsehoods or misrepresentations that could damage ecomhack, Sponsors, or any third party; (c) you will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or destructive to ecomhack's or Sponsors' brand image or goodwill; (d) you will not post advertisements or solicitations of business; (e) ecomhack will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, reproduction, modification, publication, display or other exploitation of any of the content that you submit; and (f) the content submitted by you does not contain any viruses, Trojan horses, worms or other disabling devices or harmful code.

By posting or submitting a ecomhack Entry to the Contest (regardless of the form or medium of such content), you hereby grant ecomhack, Sponsors, their respective affiliates, and their affiliates' agents

and third party contractors, without additional consideration, a worldwide, perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, to discuss, publicize, market and otherwise display content derived from or relating to the ecomhack Entry ("Marketing Content"), and to distribute and use such Marketing Content for promotional and marketing purposes (either in the form submitted or in the form of a derivative or adapted work). You understand that you will not receive any compensation or credit for use of your FinTech Hackathon Entry, other than what is described in these Official Contest Rules.

### **COPYRIGHT**

Participant represents and warrants that he or she is the sole author and copyright owner of the Submission, and that the Submission is an original work of the Participant, or if the Submission is a work based on an existing application, that the Participant has acquired sufficient rights to use and to authorize others, including the ecomhack, to use the Submission, as specified in the "Intellectual Property Rights" section of the Rules; and that the Submission does not infringe upon any copyright or upon any other third party rights of which the Participant is aware, and that the Submission is free of malware.

### **ELIGIBILITY**

ecomhack organizers will have the right at their sole discretion to determine whether an entrant is eligible for the Contest. ecomhack may disqualify, at organizers' sole discretion, ecomhack entries (including, without limitation, content submitted in connection therewith) that (a) are in violation of third party rights or law or regulation, (b) use inappropriate or explicit language or images, or display content that ecomhack or Sponsors otherwise finds objectionable or inconsistent with ecomhack's or Sponsors' brand image or goodwill.

ecomhack can accept only those ecomhack Entries that are completed and submitted as described above and that conform to any technical requirements specified as part of the entry process. ecomhack entries that do not comply with the provisions of these Official Contest Rules will be deemed ineligible

and will not be considered.

### **WINNER SELECTION/JUDGING CRITERIA**

The Contest winners will be selected by a panel of judges ("Judges").

By submitting any ecomhack Entry, entrants release ecomhack, Sponsors, their respective subsidiaries, affiliates, directors, officers, employees, representatives, agents, and advisors from any and all liability for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the decisions of the Judges.

### **AWARDS**

All prizes are subject to availability, and ecomhack reserves the right to replace the prize with an alternative product or colour of equal value. Contest prizes are non-transferable by the winner, except for the commercetools platform credit that can be transferred exclusively to a winner's customer. If you accept a prize, you will be solely responsible for all applicable taxes related to accepting such prize.

The commercetools platform credit can be used by the winner or a winner's customer for one project within 12 months after creating the project. The credit is not divisible between multiple users and/or projects. The credit can be only used for the first project on commercetools platform - participants who have already implemented projects on commercetools platform in the past are excluded from using the credit.

### **THE HACK CODE OF CONDUCT**

All attendees, sponsors, partners, volunteers and staff at our hackathon are required to agree with the following code of conduct. Organisers will enforce this code throughout the event. We are expecting cooperation from all participants to help ensure a safe environment for everybody.

Our hackathon is dedicated to providing a harassment-free experience for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body

size, race, ethnicity, nationality, religion, previous hackday attendance or computing experience (or lack of any of the aforementioned). We do not tolerate harassment of hackathon participants in any form. Sexual language and imagery is not appropriate at any hackathon venue, including hacks, talks, workshops, parties, social media and other online media. Hackathon participants violating these rules may be sanctioned or expelled from the hackathon without a refund (if applicable) at the discretion of the hackathon organisers.

By entering this Contest, you agree to be bound by these Official Contest Rules. The Official Contest Rules will be posted at <http://ecomhack.io>. To the maximum extent permitted by law, ecomhack reserves the right to change these Official Contest Rules at any time. You further agree to be bound by the decisions of ecomhack and the judges which shall be final and binding in all respects. ecomhack reserves the right, at its sole discretion, to disqualify any individual that tampers or attempts to tamper with the ecomhack Entry process or the operation of the Contest or web site; violates the Official Contest Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.