

HackElect – TERMS AND CONDITIONS

OVERVIEW

Smart Com d.o.o. and Elektroinštitut Milan Vidmar (Event Organizers) are organizing a **Public Hackathon** (the “HackElect”) in which students, academics, start-ups, software developers, and other participants will engage in collaborative computer programming.

The following Hackathon Rules apply to the HackElect. By participating in the HackElect, you agree to comply with these Rules and provide all information required. You understand that any failure to do so may result in disqualification.

THE PUBLIC INTEGRITY HACKATHON CHALLENGE

The key goals of the HackElect are to create and develop innovative enhancements regarding the topics published on the web site <http://www.hackelect.com/> having a goal of developing appropriate MVP (Minimum Viable Product).

SUMMARY OF PUBLIC INTEGRITY HACKATHON OPERATIONS

1. The HackElect is open to students, academics, start-ups, software developers, and other participants who are at least eighteen years’ old.
2. To register to HackElect, you must complete all forms by September 25, 2017.
3. Participants will have two full days (7th and 8th of October, 2017) to engage in activities on HackElect. During this time, HackElect participants will have access to experts, IT and communications.
4. Participants will work in teams.
5. Submissions may be any kind of software application, be it for the web, a personal computer, a mobile handheld device, console, SMS, or any software platform broadly available to the public. Submissions must include all the necessary source code for MVP.
6. Participation is free.
7. Winners will be announced at the end of the HackElect (on 8th of October, 2017).
8. The prize is paid to participants on their bank account. There are no other alternatives.
9. Any attempt by a participant to influence the result or subvert the HackElect will lead to immediate disqualification.
10. Each Participant must supply his/her own laptop to participate. All costs and expenses are the sole responsibility of the Participants, unless explicitly stated otherwise.
11. The Event Organizers reserve the right to modify or cancel the HackElect or any related arrangements at any time and for any reason, in their sole discretion.
12. The Event Organizers reserve the right to cancel the event in case of insufficient number of participants.
13. The Event Organizers hold the right to change the schedule.

PROTECTION OF PROPERTY RIGHTS

By participating in the HackElect, all intellectual property rights on submissions (means patent rights, patent disclosures, copyrights, trade secrets, trademarks, mask works, know how, moral rights, and other intellectual property rights recognized in any jurisdiction worldwide, whether registered or not and any application for the foregoing), ideas, works and results disclosed or generated during the HackElect (hereinafter together property rights) are transferred by the participant to the Event Organizers. However, by participating in the Hackathon you grant the Event Organizers an irrevocable, permanent, non-exclusive, royalty-free license to use, sell, distribute to the public, publicly display, and also perform your submission on an educational, promotional basis, starting on the date of the commencement of the HackElect. To avoid any uncertainties non-exclusive means, that all rights which are transferred from participant to Event Organizers stay also in the ownership of participant as an Event Organizers and both (participant and Event Organizers) can use them without limit and independently from each other. You also grant the Event Organizers the right to license your submission to others without payment compensation.

COPYRIGHT

When you submit an entry to the Hackathon, you confirm that you are the sole author and owner of all intellectual property rights in the submission, that open source solutions are used in accordance with the laws and regulations and that your submission is your original work taking into account this document. Participant shall indemnify Event Organizers against all present and future claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any infringement of any intellectual property rights of third persons.

ELIGIBILITY

The Event Organizers will have the right at its sole discretion to determine whether an entrant is eligible for an invitation to the HackElect. Any work that violates these terms, or is created by participants, who violate these terms, is ineligible for submission.

Individuals must be at least 18 years old. Individuals may form teams and submit entries as a group. Proof of identity and age may be requested. Any prize won by a group submission would therefore be shared among all members of the Event Organizers team. Members of the judging panel and mentors on HackElect and Participants who are in relation (spouse, parents and step-parents, siblings and step-siblings, and children and step-children, aunt, uncle, niece and nephew) with a member of the judging panel or mentors on the HackElect are not eligible to participate in the HackElect.

By participating in the HackElect, you confirm that your submission is free of viruses, Trojan horses, worms, or any other malware, disabling devices or harmful code. You also confirm that your submission does not contain falsehoods or misrepresentations about the Event Organizers or any third party, and that your submission free of 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 the Hackathon or the Event Organizers' images.

WINNER SELECTION/JUDGING CRITERIA

The winners will be selected by a panel of judges chosen by the Event Organizers. Submissions will be evaluated against the different criteria (for example: originality, creativity, innovation, usefulness, implementation, analytical skills, strategic thinking, clarity of the presentation etc.) which will be defined by panel of judges, and communicated with all the participants about the defined criteria at least one week before the HackElect will start.

The judges' decision is final in all cases. Neither the panel of judges nor the Event Organizers will respond to requests justifying their decision. By participating in the HackElect, entrants release the Event Organizers, 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

The top three submissions will be awarded award certificates to recognize their achievement.

The Event Organizers will choose three winning proposals among participants. Panel of judges will rank the winners of three winning teams where the top proposal will receive an award to a value of 5.000,00 Euros, 3.000,00 Euros for the second and 2.000,00 Euros for the third-ranked proposal.

All amounts set herein are in gross amounts. Event Organizers perform possible deduction in accordance with the legislation, prior to execution of payment. Participant receives the net amount, which can be lower from the amounts set herein.

Those of the participants who do not receive an award will not receive any compensation for the idea(s) they submit.

CONDUCT

The Event Organizers are 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, or religion. By participating in the HackElect, you agree to behave in a way that demonstrates respect for both the Event Organizers and fellow HackElect participants. Inappropriate behavior includes harassment of any kind, displaying sexual images in public spaces, deliberate intimidation, stalking, following, photographing or audio/video recording without reasonable consent, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention. Posting advertisements or solicitations of business are likewise prohibited during the Hackathon. If you engage in inappropriate behavior, the Event Organizers may take any action they deem appropriate. You may not claim any affiliation with any of the Event Organizers, or use any of their names, logos, acronyms or other identifiers without their prior written permission.

PRIVACY POLICY

Protecting the security and privacy of your personal data is very important to Event Organizers'. In the following, we provide information on the categories of data we collect, process and use, and the purposes of such collection, processing and use. Participation in the HackElect constitutes Participant's consent to the Event Organizers' use of Participant's personal data below. We collect, process and use the following personal data about you: full name, country of residence, field of study, nationality, e-Mail address, photograph, biographical information, voice, project name, company summary and product or service description and any other information that you have provided in connection with the Hackathon on a worldwide basis and in all forms of media, in perpetuity and without payment or further consideration in connection with the Hackathon. We only collect, process and use your personal data for the purpose of administering and performing the Hackathon, offering the related services and functions and for Hackathon promotion purposes. Furthermore, we may contact you after the Hackathon to inform you about related information via E-Mail. This Privacy Notice applies only to the Event Organizers' and its related website, and not to websites or applications owned by third parties. Event Organizers' is not responsible for the privacy practices or the content of external websites or applications. Under applicable law you may have the right to (i) access your personal data stored by Event Organizers' and/or (ii) request the rectification, deletion or blocking of your personal data. In case you wish to exercise any of these rights or in case of data privacy related questions or complaints please email us at: Jerneja.kalan@smart-com.si.

INDEMNITY

You agree to release, indemnify, defend and hold Event Organizers and their affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the HackElect, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Hackathon or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Event Organizers' control that may cause the Hackathon to be disrupted or corrupted; (ii) any claim than an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Hackathon; (v) any printing or typographical errors in any materials associated with the Hackathon; technical errors that may impair your ability to participate in the Hackathon; or (vi) errors in the administration of the Hackathon.

LIMITATIONS OF LIABILITY

The Event Organizers will take reasonable steps to ensure the safety of participants and adequate facilities for the HackElect. However, participation in the HackElect is at your own risk. Accordingly, the Event Organizers will not be held responsible for losses or damages arising out of or caused by: (1) any false, incorrect or inaccurate information, whether caused by other participants, printing errors or by any of the information, data streams, equipment or programming associated with, utilized in or provided during the course of the HackElect; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the HackElect; (4) technical or human error which may occur in the administration of the HackElect or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the HackElect, the actions of other HackElect participants, or receipt or use or misuse of any prize. If for any reason your work is deleted, lost, or otherwise destroyed or corrupted for any reason and at any point during the HackElect your sole remedy is to provide another submission before the end of the HackElect. You agree that in the event that you should disagree with any of these HackElect Rules or any decision made by the Event Organizers or the judges, your sole remedy is to end your participation in the HackElect and withdraw your submission.

DISCLAIMER

IN NO EVENT WILL EVENT ORGANIZERS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE HECKELECT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. 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.