

HACK&HEAL ONLINE HACKATHON TERMS & CONDITIONS

1. INTRODUCTION AND DEFINITIONS

1.1 These Terms and Conditions (“Terms” or “Agreement”) constitute a binding written legal agreement between you, i.e. the applicant or participant of an Event or a user of the Hackathon Site (“Participant” or “you”), and the Organizer. You agree to be bound by these Terms by applying to participate in the Event on the Hackathon Site.

1.2 These Terms may be modified by Organizer from time to time, such modifications to be effective upon posting by Organizer on the Hackathon Site. It is the Participant's responsibility to periodically check-up these Terms for changes. Continued participation in the Event and/or continued use of the Hackathon Sites by Participant following the posting of changes will imply that Participant accepts and agrees to the changes.

1.3 Hackathons are developer competitions intended to bring together developers from around the world.

1.4 In these Terms

- “we” refers to CraftHub Kft. (registered seat: 1037 Budapest, Jablonka út 31., Hungary; registration number: 01-09-373899), the organizer of the Event (“the Organizer”) the person on behalf of and acting within its mandate from CraftHub Kft. (registered seat: 1037 Budapest, Jablonka út 31, Hungary; registration number: 01-09-373899; Károly Varga CEO).
- “Event” refers to the Hack&Heal online hackathon event you apply to participate in. The Event is held foreseeably between the 19th February and the 21st February 2021.
- “Hackathon Site/Sites” refers to the following websites owned and operated by the Organizer: <https://crafthub.events/hacknheal>

2. DATE AND LOCATION OF THE EVENT

2.1 The location of the Event will be online.

2.2 The location will be open as per the hours indicated in the agenda. Participants will be free to continue working on their Submissions outside the opening hours during the term of the Event.

3. APPLICATION TO THE EVENT

3.1 You may apply to the Event by filling out an application form during the relevant application period. When applying for participation in the Event you shall provide accurate and complete registration and other information to Hackathon.

3.2 All Participants in submitting their registration accept the event regulations and grant consent for the handling of their personal information by the Organizer.

3.3 If you register or apply as an entity or on behalf of a team, you confirm that such entity and each person in the team accepts these Terms and you have the right to represent such entity and team for the purposes of these Terms.

4. PARTICIPATION IN THE EVENT

4.1 You may apply to the Event alone or as part of a team of maximum 5 persons. 4.2 All participants can attend the Event since it does not require any preselection process. 4.3

Organizer does not provide computers or any physical equipment to the participants.

4.4 Organizer may choose winners for each challenge among the work products (“Submission”) created and developed in the Event by the Participants with the help of the challenge owners, i.e. partners. During the evaluation process challenge winners shall be chosen according to the votes cast by the panel of judges provided by the partners and based on criterias which shall be clearly known to Participants during Day 1 of the Event. Furthermore, 3 community winners shall be chosen through the registration platform where Participants may evaluate each other. The absolute winner of the Event shall be chosen from the final teams which include the challenge winners and the best 3 community winners based on an audience voting. The selection of the winner of the Event shall at all times be final and cannot be appealed.

4.5 The prizes for each of the winning teams are as follows:

- for the challenge categories: a prize between € 1500 - 2000 which will be provided by the challenge owners
- for the absolute winner: a prize of € 2500 provided by Organizer

The exact content of the prizes will be specified in the weeks preceding the competition. These prizes can be cash, experience or material prizes, or a mixture of them. The combination will depend on how the prize provider wants to use the given limit.

4.6 Organizer has the right to disqualify you from the Event at any time in its sole discretion for example due to inappropriate behavior at the Event or breach of the rules of the Event or these Terms. Organizer has the right to cancel or suspend the Event for any or no reason. Organizer is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Event or your disqualification.

4.7 If you choose to participate in the Event, you must comply with the following rules: • You must adhere to these Terms and any additional rules stated at the beginning of the Event by Organizer;

- You must be at least 16 years of age;
- Your Submission shall not contain any viruses, Trojan horses, worms, harmful code or any other element that is malicious or damaged;
- Your Submission shall not contain any content that violates any law or any third-party rights (including privacy and intellectual property rights and patents), unless you are the owner of such rights or have permission or license to use such content in your Submission in the Event in accordance with these Terms.

5. PARTICIPANT CONTENT ON THE HACKATHON SITE

5.1 You are solely responsible for all the content that you upload/transmit to the Hackathon

Sites (“Participant Content”). Organizer shall have the right, but shall not be obliged to, monitor the Participant Content, in order to ensure compliance with the terms of this Agreement. In case Organizer believes, in its reasonable opinion, that any Participant Content violates this Agreement, intellectual property rights or any applicable law, Organizer shall have the right to delete such Participant Content.

5.2 Organizer disclaim any responsibility for the backup and/or retention of any Participant Content. The Hackathon Site shall not be used for the back-up of any Participant Content.

5.3 Participant agrees that Organizer does not assume any liability or responsibility in respect to any Participant Content and Participant shall at all times ensure that Participant Content does not infringe any rights of third parties or any applicable law. Furthermore, the Participant Content shall not be offensive, threatening, libelous, defamatory or otherwise inappropriate. Organizer is not responsible and shall not be held liable for any Participant Content, nor do they endorse any opinion contained in any Participant Content.

5.4 Organizer shall have the right to generate anonymous user data and statistical data from Participant Content. Organizer shall reserve all rights to such anonymized data.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 By participating in the Event and accepting the Terms, each Participant hereby:

- declares and warrants that the Submission and the contents of the Submission is an original work and in no way violates, in whole or in part, the Intellectual Property Rights of others and releases Organizer from any and all responsibility, liability, or request for compensation for damages that should be made by any third party;
- agrees with effect from creation and irrespective of payment or receipt of a prize at the Event to irrevocably transfer and fully assign: a) all Intellectual Property Rights together with all right, title, ownership and/or interest; and b) any and all Moral Rights in Submission and Submission content to Organizer. No additional consideration shall be payable to you or any third party by Organizer in respect of such transfer of Intellectual Property Rights;
- agrees to indemnify the Organizer and to hold it harmless against any loss, liability, damage or expense suffered or incurred as a result of breach of this clause;
- gives its consent to the Organizer, to grant further authorizations for the use of the Submission to the relevant challenge owner, free of charge;
- gives its explicit consent to use the Submission without limitation in time and territorial restriction by Organizer (reproduce, distribute, make available on demand, public performance, communication to the public, retransmission, alteration), with the right to transfer the use of copyright-protected works to relevant challenge owner;
- acknowledge that it has the right to give its consent to indicate its name on the Submission - referring it as the author - during the use of Submission, if it is copyrightable.

6.2 Intellectual Property Rights shall include, without limitation, any ideas, concepts, know how, data processing techniques, copyrights, patents, designs, inventions, trade secrets, software, source code and documentation, notes, memorandum and any other intellectual property rights attaching to Submission and Submission content created, invented and/or

developed by you and/or alongside other Participants pursuant to participation in the Event.

6.3 Moral rights mean any and all rights of authorship including accreditation and control relating to future use or dissemination of the Submission.

6.4 If the transfer of any of the above rights are precluded by law, the Participant shall grant exploitation rights to the Organizer in the broadest permissible extent.

7. PUBLICITY

7.1 By attending the Event, Participant consents to being filmed and/or photographed at the Event. Furthermore, Participant consents to any such footage to be published in the Event's, Organizer's and/or a third party's, as the case may be, marketing and communication channels without the Participant's review or approval and without compensation at any time.

7.2 By participating in the Event, you acknowledge that the Event will be recorded for reference and similar use, and therefore you grant Organizer a worldwide, perpetual, irrevocable, non exclusive consent to display your work performed at the Event for promotional and marketing purposes of the Event or Organizer, for example in blog posts, online videos or case descriptions. You understand that you will not receive any royalty or compensation for this use of your work by Organizer.

8. CONFIDENTIALITY

8.1 As part of your participation in or application to the Event, you may be exposed to confidential information of Organizer or its partners, as part of the Event resources or otherwise, such as confidential and/or proprietary knowledge, know-how, data or information concerning the business, relationships and financial affairs of Organizer or third parties whether or not labeled or identified as confidential or proprietary ("Confidential Information"), including without limitation inventions and results of R&D, services and marketing plans, source code, object code, customer and supplier and other third-party information, business plans, budgets, financial information, prices and costs.

8.2 You agree that you will hold in confidence and handle security, and you will not make available to any third party any Confidential Information during the Event and thereafter. You agree that you shall use the Confidential Information only during and for the purposes of the Event and in accordance with any Organizer or its partners policies.

9. PERSONAL DATA

9.1 The Organizer collects and processes data, including personal data, in relation to Participant's registrations or applications on the Hackathon Site, application to or participation in the Event, such as Participant's contact details, other identification data, CV and information relating to the Submissions.

9.2 Organizer is considered to be a data controller for such personal data pursuant to the applicable laws, therefore it shall inform data subjects regarding the processing practices in the Event's Privacy Policy and process such personal data in accordance with its Privacy Policy in force from time to time. The Event's Privacy Policy can be found on the Hackathon Site.

10. TERM

10.1 This Agreement will remain in full force and effect while you are a user of the Hackathon Site or participate in the Event.

10.2 Provisions of this Agreement intended to survive the termination or expiry of this Agreement shall do so.

11. LIABILITIES

11.1 Organizer will make reasonable efforts to keep the Event operational. Organizer reserves the right to alter the content, timing, date and/or location of the Event, without liability to the Participant, provided that the Event, as altered, is substantially similar to Event as originally advertised.

11.2 Organizer reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Hackathon Site.

11.3 To the fullest extent permitted by applicable law, in no event will Organizer be liable to you or any third party for any indirect, consequential or punitive damages, arising out of the application to or participation in the Event or arising out of the use of the Hackathon Site or for any direct damages in excess of the amounts actually charged by Hackathon or Organizer from you.

11.4 The parties to this Agreement do not restrict their liability for any matter in respect of which, by mandatory law (such as consumer protection laws), it is not permitted to restrict their liability.

12. GOVERNING LAW AND DISPUTES

12.1 This Agreement shall be governed by and construed in accordance with the laws of Hungary.

12.2 All disputes shall be settled by the court of first instance of the place of domicile of Organizer.

13. MISCELLANEOUS

13.1 If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

13.2 No agency, partnership, or employment is created as a result of these Terms.

13.3 You may not assign the rights arising from this Agreement to a third party. Organizer has the right to assign this Agreement to their affiliates or successors as part of a restructuring, merger, acquisition, asset sale or other corporate reorganization.

Dated: Budapest, 22 January 2021