

# Hack&Heal hybrid hackathon 2023

## 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 the Organizer from time to time at Organizer’s sole discretion. Such modifications to be effective upon posting by Organizer on the Hackathon Site or by making it available to the Participant by any other means. 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
  - “Organizer” refers to CraftHub Kft. (registered seat: 1037 Budapest, Jablonka út 31., Hungary; registration number: 01-09-373899), the organizer of the Event
  - “Event” refers to the Hack&Heal hybrid hackathon 2023 event you apply to participate in. The Event is held foreseeably between the 31<sup>st</sup> March and the 2<sup>nd</sup> April 2023.
  - “Hackathon Site/Sites” refers to the following websites owned and operated by the Organizer: <https://hacknheal.crafthub.events/>
  - “Challenge owner” refers to partners/ sponsors of the Event.
  - “Agenda” refers to any schedule, but also to any other binding rules, information, published by the Organizer on Hackathon Site/ Sites regarding the Event in the framework of these Terms.

### 2. DATE AND LOCATION OF THE EVENT

- 2.1. The location of the Event will be in Budapest, Hungary, but participants may also attend 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 by submitting their registration accept these Terms 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 represent and warrant that you are the representative authorized to act on behalf of the team/entity for the purpose of entering into these Terms and representing the team/ entity throughout the Event and the performance of these Terms, and you, as team/ entity representative represent and warrant that each person in the team has accepted 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 different criterias which shall be clearly known to Participants during Day 1 of the Event. The Grand winner of the Event shall be chosen from the finalists. And the winner of the Audience award will be chosen from all the teams who submitted a valid project until the submission deadline. The selection of the winner, as well as any interpretations of any rules of the Event and decisions made by the Organizer, relating to the Event are final and binding in all respects, and cannot be appealed.
- 4.5.** The prizes for each of the winning teams are as follows:
  - for the Challenge winners: € 1,500 which will be provided by the challenge owners
  - for the Grand winner: € 3,000 provided by Organizer
- 4.6.** 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. Organizer reserves the right to substitute a prize, in whole or in part, if a prize cannot be awarded for any reason. No transfer, assignment, substitution of prizes is allowed, except at Organizer's sole discretion.

**4.7.** Organizer has the right to disqualify any Participant from the Event at any time in its sole discretion for example due to inappropriate or non bona-fide behaviour at the Event or breach of the agenda (any 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.

**4.8.** 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 (agenda) communicated at any time by Organizer;
- You must be at least 16 years of age;
- If you are under 18 years of age you must have a parent declaration about your participation at the event;
- You must have a Hungarian TAX number;
- 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 accordance with these Terms,
- You will treat the other Participants with respect and will not partake in any conduct that could be considered bullying, harassment, degradation, insulting or otherwise demeaning to the human standard of any other person.

## **5. PARTICIPANT CONTENT ON THE HACKATHON SITE**

**5.1.** Participants are solely responsible for all the content that they upload/transmit to the Hackathon Sites ("Participant Content"). Participant agrees that the 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.

**5.2.** 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. Organizer shall have the right, but shall not be obliged to, monitor the Participant Content, in order to ensure compliance with these Terms. In case Organizer believes, in its reasonable opinion, that any Participant Content violates these Terms, intellectual property rights, the personal rights of any third person or any applicable law, Organizer shall have the right to delete such Participant Content.

- 5.3. Organizer excludes 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.
- 5.4. Organizer shall have the right to generate anonymous user data and statistical data from Participant Content. Organizer shall reserve all rights to use such anonymized data without limitation.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. By participating in the Event and accepting the Terms, each Participant hereby:
  - represents 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 any third person 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 the Participant 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 these Terms;
  - gives its consent to the Organizer, to grant further authorizations (sub-license) without limitation for the use of the Submission to the challenge owners, free of charge; provides royalty-free right and license 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 (sub-license) the use of copyright-protected works to challenge owners.
- 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 attached to Submission and Submission content created, invented and/or developed by Participants 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 to the broadest permissible extent.

## **7. PUBLICITY**

- 7.1. By attending the Event, Participant consents to being filmed and/or photographed at the Event and to record any other data in connection with the participation. Furthermore, Participant consents to any such footage, recording 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, Participants acknowledge that the Event will be recorded for reference and similar use, and therefore Participants grant Organizer a worldwide, perpetual, irrevocable, non-exclusive and royalty-free consent to display Participants' work performed at the Event for promotional and marketing purposes of the Event or Organizer, via any medium, for example in blog posts, online videos, case descriptions.

## **8. CONFIDENTIALITY**

- 8.1. As part of participation in or application to the Event, Participants 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. Participant agrees that he/she will hold in confidence and handle security, and will not make available to any third party any Confidential Information during the Event and thereafter. Participant agrees that he/she shall use the Confidential Information only during and for the purposes of the Event and in accordance with any Organizer or its

partner's 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.** These Terms will remain in full force and effect while Participant is a user of the Hackathon Site or participates in the Event.
- 10.2.** Provisions of these Terms intended to survive the termination or expiry of these Terms shall do so without time limitation.

## **11. LIABILITIES**

- 11.1.** Organizer will make reasonable efforts to keep the Event operational. Organizer reserves the right to alter in Organizer's sole discretion 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 the Event as originally advertised.
- 11.2.** Organizer reserves the right, periodically and at any time, to modify or discontinue at Organizer's sole discretion, temporarily or permanently, functions and features of the Hackathon Site, without causing any sort of discrimination of the Participants.
- 11.3.** To the fullest extent permitted by law, Organizer (and its respective contributors) excludes any liability, whether based in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise, for any direct, indirect, consequential (including, but not limited to loss of or damage to any property of the Participant; loss of revenue; business interruption loss; wasted time and expenditure loss; pure economic loss, loss of opportunity; loss of business, loss of goodwill, loss of reputation; or loss or corruption of data, in each case

howsoever arising, even if foreseeable, which arises out of, or relates to, this Agreement and/ or the Event or the performance or breach thereof.

- 11.4. Participants shall participate in the Event to their own risk and the Organizer shall not be held responsible for any injury or illness resulting from or arising in connection with the participation in the Event.
- 11.5. The Organizer and the Participant shall always comply during the Event with the provisions of any compulsory laws in connection with COVID19 epidemic, as well as with the recommendations of the Operative Board responsible for the protection against coronavirus-epidemic. The Organizer shall provide to the Participants the information on the applied epidemiologic measures (e.g. check-in procedure to the Event, checking the vaccination certification, etc.) separately, if any. The Organizer may not be made liable for any applied measures serving the compliance with the compulsory epidemiologic restrictions. The Organizer shall not be made liable for applying compulsory and/ or any other reasonable restrictions and policies due to COVID19 epidemic.
- 11.6. Should any fine or sanction be imposed on the Organizer due to the imputable breach of such prescriptions by the Participant, so the Participant shall indemnify the Organizer for such damages, furthermore, the Participant shall make best efforts in favour of the Organizer to be exempted from such sanctions.
- 11.7. The parties to these Terms do not restrict their liability for any matter in respect of which, by mandatory law, it is not permitted to restrict their liability.

## **12. GOVERNING LAW AND DISPUTES**

- 12.1. These Terms shall be governed by and construed in accordance with the laws of Hungary without respect to the conflict of law rules.
- 12.2. All disputes shall be settled in an amicable way. Should the parties not be able to reach an amicable settlement of a legal dispute, the following court shall be competent to resolve such dispute: the court of first instance of the place of domicile of the Organizer. Any claim arising out of or related to this Terms shall be filed to the court within 6 months after such claim arose, otherwise, the claim is permanently barred.

## **13. MISCELLANEOUS**

- 13.1. Any provision of these Terms, which is invalid or unenforceable in any jurisdiction, is, as to that jurisdiction, ineffective to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms or affecting the validity or

enforceability of that provision in any other jurisdiction. The parties will negotiate in good faith to replace any such provision with a provision which is valid and enforceable and consistent with the intention of these Terms, so far as is reasonably practicable.

- 13.2.** For the purposes of these Terms, “Force Majeure” means any cause beyond the control of the Organizer including, without limitation, act of God, pandemic or epidemic, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, etc. Organizer will not be liable to you for failure to perform any obligation under these Terms to the extent that the failure is caused by Force Majeure.
- 13.3.** No agency, partnership, or employment is created as a result of these Terms.
- 13.4.** You may not assign the rights arising from these Terms to a third party. Organizer has the right to assign these Terms to their affiliates or successors as part of a restructuring, merger, acquisition, asset sale or other corporate reorganization.
- 13.5.** Any provision of these Terms, which is invalid or unenforceable in any jurisdiction, is, as to that jurisdiction, ineffective to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms & Conditions or affecting the validity or enforceability of that provision in any other jurisdiction. The parties will negotiate in good faith to replace any such provision with a provision which is valid and enforceable and consistent with the intention of these Terms & Conditions, so far as is reasonably practicable.

**Dated:** Budapest, 06 February 2023