



## Terms & Conditions

### **Surecomp Hackathon 2020 General Terms and Conditions**

1. Aim of the Hackathon
  - 1.1. The aim of the Hackathon is to develop an innovative minimum viable product ("MVP") as a solution to a problem that struggles banks in trade finance.
  - 1.2. During the 48 hours Hackathon event, Surecomp will allocate each team a mentor for guidance about the team's problems and solution. Each team will need to provide prior the commencement of the hackathon the problem they wish to solve and the technology they leverage together with Surecomp's API portal.
  - 1.3. Definitions of the MVP and MVP content
    - 1.3.1. The MVP: This is the final product of the Hackathon that will be assessed by the judging panel. The MVP can come in any form including but not limited to a concept, design, blueprint, prototype, product, application, software, hardware, etc.
    - 1.3.2. The "MVP Content": This refers to any element or part of the MVP including its idea, concept, any content used in presenting the MVP, software, source code, structure, layouts, graphical images or video, presentation, data, programs, domain name, blueprints, designs, technical documentation or any relevant content.
2. Date and Location of the Hackathon
  - 2.1. The Hackathon will be held digitally through conference meetings that Surecomp organizes. The Hackathon starts at 3 pm CET on September 15<sup>th</sup> and ends at 11:59 pm September 16<sup>th</sup>. Teams will pitch their MVP on September 17<sup>th</sup> to the judging team. Surecomp reserves the right to change the days, time and location of the Hackathon, including due to technical or organizational needs by announcing such changes to the Participants.
3. Participation in the Hackathon
  - 3.1. The Hackathon is open to all participants ("Participants") who are 18 years old and above.
  - 3.2. Surecomp employees are eligible to participate in the Hackathon.
  - 3.3. Participants must apply in teams of 1-5 people. Individual that applies to the hackathon, will be grouped together under Surecomp discretion.
  - 3.4. Surecomp must be informed of any changes made to teams and their respective members. Failure to do so may result in disqualification from the Hackathon.
4. Registration to the Hackathon
  - 4.1. Teams and individuals may register via the provided link.
  - 4.2. Participants wishing to sign up for the hackathon must complete the online Registration Form. By submitting their registration forms, all Participants accept these Terms And Conditions.
  - 4.3. Participants who wish to participate in the hackathon as a team will be registered by one Participant who registers each individual team member that the team will comprise of, and list down their chosen team name.
  - 4.4. Participants guarantee that the personal information provided upon registration to Surecomp is true and accurate, with no liability being attributed to Surecomp in the event of any falsification and/or

inaccuracy. Furthermore, inaccurate and/or falsified information can result in disqualification of the team from the event.

4.5. Applications will be reviewed based on merit and on the information submitted in the Registration form.

## 5.

5.1. Participants will be held liable for any damage caused to people or property. Surecomp will not be held liable or responsible for any damages which may occur during the Hackathon.

5.2. Surecomp reserves the right to refuse admission to the Hackathon to any Participant(s).

## 6. Winners

6.1. One winning team shall be chosen according to the votes cast by the panel of judges and based on the criteria which shall be clearly known to Participants during Day 1 of the Hackathon.

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

Winners prize: Airpods for each participant (up to 5 Airpods, even in the event the winning team is larger) or equivalent prize upon Surecomp decision.

6.3. Participants acknowledge and agree that Surecomp shall have no liability whatsoever on how the prizes will be split up between team members.

## 7. Intellectual Property Rights

7.1. By participating in the Hackathon and accepting the Terms and Conditions, each Participant hereby:

7.1.1. declares and warrants that the MVP and MVP Content is an original work and in no way violates, in whole or in part, the Intellectual or Property Rights of others and releases Surecomp from any and all responsibility, liability, or request for compensation for damages that should be made by any third party;

7.1.2. acknowledges that Surecomp and/or any third party may use in any manner, and make publications of any ideas presented by Participant during his participation in the Hackathon ("Ideas") without further compensation.

7.1.3. agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against Surecomp, or any other person, on the grounds that any use of any Ideas by Surecomp infringes any of Participant's rights as creator of the Intellectual Property Rights (as this term is defined below), including, without limitation, trademark rights, copyrights and Moral Rights.

7.1.4. undertakes not to present and/or use as part of the Hackathon any MVP or MVP Content which includes any Intellectual Property Rights that have previously been submitted to other initiatives or projects that have been presented at other hackathons.

7.1.5. agrees to indemnify Surecomp (its representatives, employees, assignees) and to hold it harmless against any loss, liability, damage or expense suffered or incurred as a result of breach of this clause and/or as a result of any claim of a third party brought against Surecomp as a result of its publication of the Intellectual Property Rights and/or the MVP and/or the MVP Content by Surecomp;

7.1.6. represents that the Intellectual Property Rights does not violate any agreement, obligation to any invention assignment, proprietary information, confidentiality, non-solicitation, noncompetition or similar agreement with any employer or other third party.

7.1.7. acknowledges that any publication by Surecomp of the MVP or MVP Content on any web site or social media will result in the same being visible to the public and that Surecomp assumes no responsibility for any use and/or abuse of the MVP or MVP Content by any party coming into contact with said MVP or MVP Content online or on social media and hereby waives any right to demand compensation for damages from Surecomp with respect to any such event.

- 7.2. For the purposes of this section 6, "Intellectual Property Rights" shall include, without limitation, any ideas, concepts, know-how, data processing techniques, designs, inventions, trade secrets, software and documentation, notes, memorandum and any other intellectual property rights, whether registerable or not related to or deriving from the MVP and MVP Content created, invented and/or developed by a Participant and/or alongside other Participants pursuant to participation in Surecomp's Hackathon.
  - 7.3. For the purposes of this section 6, "Moral rights" shall mean any and all rights of authorship including accreditation and control relating to future use or dissemination of MVP and/or MVP Content.
8. Miscellaneous
- 8.1. In no event will Surecomp be liable to a Participant for any direct, indirect special, incidental, exemplary, punitive or consequential damages, arising out of or in connection with his participation in the Hackathon, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not Surecomp has been advised of the possibility of such loss or damage.
  - 8.2. By participating in this event, all participants consent to the capture and publication of photographs or video footage containing their images on Surecomp's social media and website.
  - 8.3. Participant agrees that any use of any software tool, program or service ("Tool") which may be made available to him during his participation in the Hackathon is subject to a specific limited license granted to him by the owner of any such Tool and shall be made by him in accordance with each such Tool license terms.
  - 8.4. Surecomp may contact any of the Participants at any point in time for more information and to discuss potential forms of collaboration.
  - 8.5. At any time, at the sole and absolute discretion of Surecomp, Surecomp shall be entitled to disqualify a Participant and/or Team in the event of failure to meet relevant eligibility criteria or any other violation or suspected violation of these Terms and Conditions.
  - 8.6. The Participant understands and agrees that Surecomp (including their licensees, successors, and legal representatives, and assigns), or any of its associated or affiliated companies, agents, and any third party media agencies will collect, hold and/or process his/her personal information, including his/her name, photo and/or likeness, biographical information, entry and statements attributed to Participant (if true) in connection with Surecomp's Hackathon, for advertising and promotional purposes, including without limitation, inclusion in Surecomp's newsletters, website, and any Surecomp's social media accounts or outlets without additional compensation. Participant further consents that any such personal information may be transferred to any third party processors for the purposes described hereinabove.
  - 8.7. These Terms and Conditions, together with any Hackathon registration forms, represent the Participant's entire agreement with Surecomp with respect to the Hackathon. These terms cannot be modified or changed except with the written agreement of Surecomp.
  - 8.8. All terms and rules are subject to change at Surecomp's, event coordinators' or judges' discretion. Participants will be informed of such changes if deemed necessary.
  - 8.9. These Terms and Conditions are governed by the law of England and Wales without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Hackathon or the Terms and Conditions must be brought in courts located in London, UK.
  - 8.10. Surecomp's failure to enforce any term of these Terms shall not constitute a waiver of that provision.