

## **Rules & Regulations of CEE Hacks Hackathon: SMART ENERGY HACKATHON PRAGUE 2018**

The CEE Hacks Hackathon (the “Hackathon”) is administered by Insane Business Ideas s.r.o. (the “Organizer(s)”) and its Hackathon partners and Hackathon Sponsors (as listed on [www.ceehacks.com](http://www.ceehacks.com)) and any other unnamed, publicly identified sponsors, collectively the “ Sponsor(s)”. The Hackathon is governed by the rules set out below. By entering the Hackathon, you agree to abide by the rules and decisions of the Organizers and the Hackathon judges, as further defined below. You also agree to comply with all applicable laws.

### **1. PURPOSE**

The Hackathon is an opportunity for individuals to submit a Submission (hereinafter defined) that leverages technology, IT, data, SW and HW (IoT) to solve the challenges presented.

### **2. ELIGIBILITY**

The Hackathon is open to anyone 18 years of age or older at the time of entry. The Hackathon is not open to Organizers’ or Sponsors’: (1) employees or internally contracted vendors of Organizer or Sponsor or their parent/subsidiaries, agents and affiliates; (2) the immediate family members (i.e. spouses, siblings, children, parents, spouses’ parents or the spouse of any of those individuals) or members of the same household of any such employee or vendor; (3) anyone professionally involved in the development or administration of this Contest; (4) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (5) any employee whose employer's guidelines or regulations do not allow entry in the Contest or acceptance of the prize(s).

Any individual who is eligible to enter the Hackathon (whether as an individual or as part of a team – see below) in accordance with these Official Hackathon Rules and Regulations (the “Rules”), as determined by Insane Business Ideas s.r.o. in their sole and absolute discretion, will hereinafter be referred to as an “Eligible Entrant(s)”.

Eligible Entrants are subject to verification in the sole and absolute discretion of Insane Business Ideas s.r.o. Insane Business Ideas s.r.o. reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Insane Business Ideas s.r.o.– including, without limitation, government issued photo identification) to participate in this Hackathon. Failure to provide such proof to the satisfaction of Insane Business Ideas s.r.o. in a timely manner may result in disqualification. Eligible Entrants hereby consent to such verification efforts and shall reasonably cooperate fully and in good faith with Insane Business Ideas s.r.o. and/or Organizers throughout the duration of the Hackathon. Insane Business Ideas s.r.o. and/or Organizers, in their sole and absolute discretion, may suspend, remove or otherwise eject any Eligible Entrants suspected of providing false, misleading or other information that may fail to comply with these Rules, any applicable Site Acceptable Use Policy or any other Hackathon Rules. By participating, entrants hereby: (a) agree to be bound by these Rules, and the decisions of the Organizers, which shall be final and binding; and (b) waive any right to claim ambiguity in the Hackathon or these official Rules, except where prohibited by law. Once submitted, a Submission cannot be deleted or cancelled.

### **3. THE ENTRY PERIOD, HACKATHON DATES AND PARTICIPATION OPTIONS**

Registration to participate in the Hackathon begins on 13 February 2018 at 09:00 a.m. CET and ends on either: (i) 15 March, 2018 at 23:59 p.m. CET; or (ii) when all spaces available at the Hackathon become full. The Hackathon begins on 6 April, 2018 at 9:00 a.m. CET and ends on 8 April, 2018 at 5:00 p.m. CET or at the conclusion of the judging period, whichever is later (the “ Hackathon Period”). Participants can enter the Hackathon by signing up at [www.ceehacks.com](http://www.ceehacks.com) (the “ Website”). All entries will receive a confirmation email, participants must respond and confirm their attendance in order to secure a spot for the Hackathon.

#### **4. HOW TO PARTICIPATE**

An Eligible Entrant must register for the Hackathon during the Entry Period, at [www.ceehacks.com](http://www.ceehacks.com).

#### **5. TEAMS**

Participants must apply either (i) as a team of three (3) or (ii) as a single person that will be allocated a team by the Organizers with each participant meeting the requirements of an Eligible Entrant and being registered to participate in the event. For greater certainty, individuals may not work on multiple teams. If it is discovered that an Eligible Entrant is found to have participated more than once, then (in the sole and absolute discretion of the Organizers) he/she, the team(s) and all the Eligible Entrants participated with may be disqualified from the Hackathon and corresponding Submissions (as set out below) may be subject to disqualification.

#### **6. HACKATHON DETAILS**

During the Hackathon Period, all Eligible Entrants participating will be required to create and demonstrate a Submission (Submission Requirements listed below).

Participants may begin working on their Submissions at 14:00 p.m. CET on Friday 6 April, 2017. They may continue working on their Submissions until 14:00 p.m. CET on 8 November, 2017.

All Eligible Entrants will be required to provide their own computer and any other equipment required to develop a Submission.

#### **7. SUBMISSION REQUIREMENTS**

BY COMPLETING AND DEMONSTRATING A SUBMISSION, EACH ELIGIBLE ENTRANT AGREES THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES AND REGULATIONS. THE ORGANIZERS, SPONSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "RELEASED PARTIES") WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY SUBMISSION BY THE ORGANIZERS (OR ANY OTHER ENTITY). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY EACH ELIGIBLE ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT HE/SHE OR THE TEAM HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES AND REGULATIONS.

Submissions must never have been previously published, exhibited publically, or selected as a winner in any other contest. All proprietary code used in the Submissions must be developed during the Hackathon Period. To be eligible for entry in this Hackathon, a Submission must meet the following specific requirements:

- submitted via [www.ceehacks.com](http://www.ceehacks.com) or via channels specified by the organizers at the Hackathon
- acceptable submission types: Functioning Prototype in the form of a .zip file, web site or mobile application demo as well as live five (5) minutes presentation in front of the judges on stage using large screen and a projector with HDMI interface
- Use a code repository and data provided by the Organizers if available
- Publicly available API may be used at the Hackathon and its use may be required to be documented by the organizers

By participating at the Hackathon, each participant agrees to be legally bound by these Rules and by the interpretation of these Rules by the Organizers, and further warrants and represents that his/her team's

**Submission:**

- is original to at least one of the team members and at least one of the team members has obtained all necessary rights in and to the Submission (and all components thereof) to enter the Hackathon;
- does not violate any law, statute, ordinance or regulation;
- does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence (note: if consent cannot be obtained for an individual appearing in the Submission, then his/her face must be blurred out and voice (if applicable) must be altered so as to be unrecognizable);
- will not give rise to any claims of intellectual property infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- is not defamatory, trade libellous, pornographic or obscene, and does not violate any laws relating to hate speech, and further that it will not contain, depict, include or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual or religious groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services; any identifiable third party products, trademarks, brands and/or logos (note: if the necessary consents cannot be obtained, then all identifiable third party products, trademarks, brands and/or logos must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Organizers in their sole and absolute discretion. Submissions must be submitted in English.

**8. INTELLECTUAL PROPERTY**

By providing the Submission to the Organizers in connection with the Hackathon, each Eligible Entrant shall retain all right, title and interest (including copyright) in and to the Submission, and shall grant to the Organizers a worldwide, gratuitous, irrevocable, and non-exclusive license to copy, use, modify, reproduce, display, adapt and transmit the Submission for use in their business activities including all media now known or hereafter devised in perpetuity beginning on the date of submission, in connection with the administration, promotion and exploitation of the Hackathon, and for the purposes of marketing, advertising or promoting any of the Organizers and Sponsors, as well as developing their products or services.

The Eligible Entrant hereby confirms that the Submission is an original work, solely created by the Eligible Entrant (or the team, if applicable), and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Submission or any part thereof. Organizers assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the Eligible Entrant and/or team. Organizers reserve the right to exclude any Submission on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Organizers in their sole discretion.

**9. SUBMISSIONS PREVIEWED ON WEBSITE**

Organizers may, in their sole and absolute discretion, choose to display certain Submissions or parts

thereof on the CEE Hacks website ([www.ceehacks.com](http://www.ceehacks.com)) or any of the partners or sponsors websites. For greater certainty, the fact that a Submission has (or has not) been displayed on these or other websites will NOT impact the winner selection process (selection process set out below).

## **10. PRIZES**

First Prize: One (1) First Prize consisting of the equivalent of EUR 5,000 - CZK 130 000 (payable to First Prize winning Eligible Entrant team divided equally among each team member)

Partner Prize: Unspecified number of partner non-cash prizes will be available for specific challenges. Limit one (1) prize per Eligible Entrant or team. The approximate retail values are subject to change based on current market conditions at the time of prize fulfillment. Winners are not entitled to any surplus between actual retail value (ARV) of prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, assignment, transfer, or cash redemption of any prize is allowed by Winner. Organizer reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If applicable, prizes may be awarded in the form of voucher(s), coupon(s) and/or gift card(s) in Organizer's sole discretion. If a potential winner is unable to participate in or accept the prize or any portion of the prize or any reason, Organizer shall have no further obligation to such potential winner. Neither Organizer nor any of its prize suppliers will replace any lost or stolen prizes, cards or certificates after being awarded to winners. In no event will Organizer be responsible for awarding more than the stated number of prizes. Winners will be notified by phone, mail and/or email, at Organizer's discretion. Organizer's decision will be final in all matters.

Organizers may award other prizes based on partner agreements.

## **11. WINNER SELECTION PROCESS**

- A panel of judges appointed by the Organizers (the " Judges") will be in charge of reviewing all
- Submissions deemed eligible based on the Hackathon theme and challenges.
- Each Submission will be judged by at least 5 judges.
- Judges will evaluate all Submissions using judging criteria under Section 12.
- Partners may award Prizes at their absolute discretion to any number of teams regardless of the voting by Judges.

## **12. JUDGING CRITERIA**

- Functionality
- User Experience
- Innovation
- Technical Implementation
- Alignment with Challenge(s)
- Business Potential

## **13. CONDUCT**

By registering and participating in the Hackathon, you agree to comply with the Hackathon Code of Conduct, as well as any other rules, restrictions, or instructions provided by the Hackathon staff. You acknowledge that failure to comply with any of the above may result in your immediate disqualification from the Hackathon and removal from the Hackathon venue. Use of any automated entry device or software is prohibited. Creation or use of multiple accounts for registration or participation in the Hackathon is prohibited. To the extent the Hackathon uses or requires functionality of any third party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), you understand that the Hackathon is not sponsored by such third parties, and further agree to follow the policies on such website(s), as applicable. Organizers reserve the right to

disqualify any entrant they find to be tampering with the entry process or the operation of the Hackathon or violating these rules and regulations, or otherwise acts in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner; and Organizers reserve the right to cancel the Hackathon should it suspect fraud or for reasons out of the control of Organizers. Any attempt to deliberately damage the Website or any other website affiliated with the Hackathon, or the Organizers, to undermine the legitimate operation of this Hackathon, or to abuse, threaten or harass any Participants or Hackathon staff may constitute a violation of criminal and civil laws and should such an attempt be made, the Organizers may disqualify you, may ban you from participating in any future hackathons or similar events, and reserve the right to seek remedies and damages to the fullest extent permitted by law.

#### **14. GENERAL CONDITIONS**

By entering the Hackathon, each Eligible Entrant agrees to the use of his/her Submission, along with his/her name, address, voice, statements about the Hackathon and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Organizers in any manner whatsoever, including print, broadcast or the internet.

In consideration of being selected to participate in the Hackathon, and agreeing to so participate, each Eligible Entrant further grants to the Organizers the right to record and/or photograph himself / herself during the Hackathon Period and the right to use any such recordings and photographs, without further notice or compensation in any publicity or advertisement carried out by the Organizers in any manner whatsoever, including print, broadcast or the internet.

Following the Hackathon Period, Organizers shall not be required to retain records of any Submissions. The Released Parties will not be liable for: (i) any failure of the Website before, during or after the Hackathon Period; (ii) for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website or for any entry to be deemed inadmissible during Phase 1; (iv) any injury or damage to an Eligible Entrant's or any other person's computer related to or resulting from participating or downloading any material in the Hackathon; (v) any illness, injury, sleep deprivation, stress related illness/injury or any other illness/injury of any kind claimed to be caused by or related to an Entrants entry or participation in this Hackathon; (vi) any combination of the above; and/or (vii) any direct, indirect, incidental, consequential or punitive damages to persons, including without limitation, disability or death. Without limiting the foregoing, everything on the Website and in connection with the Hackathon is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and noninfringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, in which case such limitation or exclusion shall apply only to the extent permitted by the law in the relevant jurisdiction. All costs and expenses, including support services, not specifically listed above as part of the prize, are solely the winner's responsibility.

BY ENTERING THE HACKATHON, EACH ELIGIBLE ENTRANT HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL DAMAGES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH), INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) FAILURE BY THE ELIGIBLE ENTRANT TO COMPLY WITH ANY OF THESE RULES; (B) ANY

MISREPRESENTATION MADE BY AN ELIGIBLE ENTRANT UNDER THESE RULES OR OTHERWISE TO ANY OF THE RELEASED PARTIES IN REGARDS TO THE HACKATHON; (C) PARTICIPATION BY THE ELIGIBLE ENTRANT IN THE HACKATHON; (D) RECEIPT, USE OR REDEMPTION OF ANY PRIZE BY THE ELIGIBLE ENTRANT, OR HIS/HER INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE; (E) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY RELATED CAUSE OF ACTION.

The Organizers reserve the right to withdraw, suspend or amend this Hackathon in any way, in the event of any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Organizers that interferes with the proper conduct of this Hackathon as contemplated by these Rules. Any attempt to deliberately damage the Website or any website or to undermine the legitimate operation of this Hackathon is a violation of criminal and civil laws and should such an attempt be made, the Organizers reserve the right to seek remedies and damages to the fullest extent permitted by law. The Organizers reserve the right to cancel, amend or suspend this Hackathon, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. The decisions of the Organizers with respect to all aspects of this Hackathon are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Eligible Entrants and/or Submissions. All issues and questions concerning the construction, validity, interpretation and enforceability of the Hackathon Rules or the rights and obligations as between the Eligible Entrant and the Organizers in connection with the Hackathon shall be governed by and construed in accordance with the laws of the Czech Republic. The Organizers reserve the right, in their sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Eligible Entrant or Submission with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Organizers, in their sole and absolute discretion, affect the proper administration of the Hackathon as contemplated in these Rules. The Organizers further reserve the right, in their sole and absolute discretion, and without prior notice, to terminate or cancel the Hackathon or any part thereof. In the event of a dispute as to the source of any Submission, the authorized account holder of the email address used to enter will be deemed to be the person making the Submission. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entrants are solely responsible for compliance with any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding entrant's participation in trade promotions or acceptance of promotional prizes; and by entering the Hackathon, entrant confirms that he or she is not in violation of any of the foregoing and has obtained the consent of his or her employer to participate, if applicable. If an entrant is not permitted to accept any received prize, then the entrant may return such prize to Organizers; and Organizers will refund the cost of shipment, as appropriate. Organizers are not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Hackathon; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Hackathon administration; (e) technical or human error which may occur in the administration of the Hackathon or the processing of entries; or (f) other factors beyond Organizers' reasonable control. Organizers are not responsible for injury or damage to any entrant's or any other person's computer related to or resulting from participating in the Hackathon. If for any reason the Hackathon is not capable of running as planned by Organizers, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in

Organizers' sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Hackathon, Organizers reserve the right in their sole discretion to cancel, terminate, modify or suspend the Hackathon. Organizers shall not be liable to any entrant or other person for failure to supply any prize or any part thereof, by reason of the prize becoming, for reasons beyond the reasonable control of Organizers, unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Organizers' control.

#### **15. TAX CONSIDERATIONS**

Each winner will be solely responsible for any local, country or any other applicable taxes, and any other costs, expenses and fees in connection with the prize.

#### **16. PRIVACY**

All personal information collected by Organizers will be used for the administration of the Hackathon and will not be disclosed to any third party.

#### **17. COSTS OF PARTICIPATION**

Application to the Hackathon is free of charge. Travel costs will be reimbursed to selected applicants without permanent residence in the Czech Republic. Maximum amount for the reimbursement of travel costs is CZK 3 900 (equivalent of EUR 150) per participant. Accommodation IS NOT PROVIDED by the Organizers. Food and non alcoholic drinks will be provided free of charge by the Organizers throughout the Hackathon. Participants are required to bring their own sleeping mats and bags should they wish to sleep on premises.

#### **Code of Conduct at CEE Hacks Hackathon: SMART MOBILITY HACKATHON PRAGUE 2018**

Provided by: [hackcodeofconduct.org](http://hackcodeofconduct.org)

Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, or religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention.

Photography is encouraged, but other participants must be given a reasonable chance to opt out from being photographed. If they object to the taking of their photograph, comply with their request. It is inappropriate to take photographs in contexts where people have a reasonable expectation of privacy (in bathrooms or where participants are sleeping). Participants asked to stop any harassing behaviour are expected to comply immediately. As this is a hackathon, we like to explicitly note that the hacks created at our hackathon are equally subject to the anti-harassment policy. Sponsors and partners are also subject to the anti-harassment policy. In particular, sponsors should not use sexualised images, activities, or other material. Sponsor representatives (including volunteers) should not use sexualised clothing/uniforms/costumes, or otherwise create a sexualised environment. If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of hackathon staff immediately. Hackathon staff will be happy to help participants contact any local security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the hackathon. We value your attendance.

If a participant engages in harassing behavior, the hackathon organisers may take any action they deem appropriate. This includes warning the offender, expulsion from the hackathon with no refund (if

applicable), or reporting their behaviour to local law enforcement. We expect participants to follow these rules at hackathon and workshop venues and hackathon-related social events.