

TERMS AND CONDITIONS

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) BEFORE ENTERING THE CONTEST. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND Hacker Earth Technologies Private Limited (“HACKER EARTH”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE CONTEST. BY ENTERING THE CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. CONTEST PARTIES

These Terms and Conditions (“Terms and Conditions”) govern the operation of the Reimagine<Future> Hackathon (“Contest”). [HackerEarthTechnologiesPrivateLimit] is the Contest Organizer (“Organizer”) and *IBM (India) Private Limited* is the Contest Sponsor (“Sponsor”). Sponsor and Organizer are collectively referred to as Contest Parties.

2. DEFINITIONS

In these Terms and Conditions, "we", "our", and "us" refer to Organizer and “you” and "yourself" refers to a Contest participant. By entering you agree to be bound by these Terms and Conditions.

3. ENTRY PERIOD

The Contest starts at 12:00 AM IST on 30th July 2021 and ends at 11:59 PM IST on 12th November 2021 (“Contest Period”).

4. ELIGIBILITY

- You must legally reside in India and be 18 years or older.
- You must be a professional developer.
- You must have registered individually for this Hackathon on <https://www.hackerearth.com/challenges/hackathon/reimaginefuture-hackathon/> (“Contest Site”) to be eligible.

Employees and directors of IBM and its subsidiaries, affiliates, advertising agencies, and Contest Parties are not eligible, nor are persons involved in the execution or administration of this Contest, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household).

5. HOW TO PARTICIPATE:

IDEA PHASE

- You must form a Team comprising of minimum 1 Participant and maximum of 4 Participants (“Team”)
- The contest is designed to encourage Teams to showcase expertise on IBM Cloud and IBM Cloud Services and develop a solution to the problem statements in any of the Themes featuring on the Contest Site (“Solution”).
- Each team shall submit their Idea of the Solution for evaluation which shall be referred to as (“entry”) before 11:59PM IST on 12 Sep 2021. In case of multiple entries, the last entry submitted by a Team shall be considered as final.
- We are not responsible for late or lost entries.
- Organizer or a jury constituted by Organizer will shortlist the entries based on usage of IBM Cloud services, completeness and transferability, effectiveness and efficiency, design and usability, creativity and innovation of the Solution.

PROTOTYPE PHASE

- The Teams shortlisted in the Idea Phase will be invited to build the functioning prototype based on their shortlisted entry. The functioning prototype shall be built during the Contest Period.
- The functioning prototype shall be submitted before 11:59 PM IST on 24th Oct 2021
- The functioning prototype submitted by a Team shall be referred to as a hack ("hack"). In case of multiple submissions of a hack by any Team, the last hack submitted will be considered as the final submission.
- We are not responsible for late or lost submissions.
- Organizer or a jury constituted by the Organizer will shortlist winner and runner up from each theme from amongst all Teams shortlisted in the Idea Phase based on Usage of IBM Cloud Services, completeness and transferability, effectiveness and efficiency, design and usability, creativity and innovation of the hack.

- ELIGIBLE ENTRY:

To be eligible, an entry or a hack must meet the following content / technical requirements:

- Your entry or hack must be your own original work; and
 - For Contests which require a video entry, please note the video must be solely your own work, including but not limited to, the actual filming, editing, graphic design, etc. of the video.
- Your entry cannot have been selected as a winner in any other contest; and
- You must have obtained all consents, approvals, or licenses required for you to submit your entry; and
- To the extent that entry requires the submission of user-generated content such as software, photos, videos, music, artwork, essays, etc., participants of a Team warrant that their entry or hack is their original work, has not been copied from others without permission or apparent rights, and does not violate the privacy, intellectual property rights, or other rights of any other person or entity. You may include IBM trademarks, logos, and designs, for which IBM grants you a limited license to use for the sole purposes of submitting an entry or hack into this Contest; and
- Your entry may NOT contain, as determined by us in our sole and absolute discretion, any content that is obscene or offensive, violent, defamatory, disparaging or illegal, or that promotes alcohol, illegal drugs, tobacco or a particular political agenda, or that communicates messages that may reflect negatively on the goodwill of IBM.

6. USE OF ENTRIES

Contest Parties are not claiming ownership rights to your Submission. However, by submitting an entry or a hack, you grant us an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyze your entry or hack and all its content in connection with this Contest and use your entry in any media whatsoever now known or later invented for any non-commercial or commercial purpose, including, but not limited to, the marketing, sale or promotion of IBM products or services, without further permission from you. You will not receive any compensation or credit for use of your entry, other than what is described in these Terms and Conditions. You consent to us doing (or omitting to do) any acts in respect of your entry which may otherwise constitute an infringement of your moral rights.

By entering you acknowledge that we may have developed or commissioned materials similar or identical to your entry or hack and you waive any claims resulting from any similarities to your entry. Further you understand that we will not restrict work assignments of representatives who have had access to your entry or hack and you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law.

Your entry or hack may be posted on a public website. We are not responsible for any unauthorized use of your entry or hack by visitors to this website. We are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

7. WINNER SELECTION AND NOTIFICATION

Winner and Runners Up will be selected after evaluation of prototypes by the Jury.

Top team will be adjudged Winning Team. In the event of a tie between any eligible Hacks, an additional judge will break the tie based on the judging criteria described above. The decisions of the judges are final and binding. If we do not receive a sufficient number of entries meeting the entry requirements, we may, at our discretion, select fewer winners than the number of Contest Prizes described below.

Winners will be notified via the contact information provided during entry no more than 10 days following judging with prize claim instructions.

8. PRIZES

The following prizes will be awarded:

1. One Winner of the contest will be eligible to receive prizes worth INR 3 Lacs, distributed equally among a maximum of 4 participants in a team.
2. One Runners Up team will be eligible to receive prizes worth INR 1.5 Lacs, distributed equally among a maximum of 4 participants in a team.
3. Two Second Runner Up teams will receive prizes worth INR 50000 each team distributed equally among a maximum of 4 participants in a team.
4. Additionally, three teams can win spot prizes worth INR 50000, distributed equally among a maximum of 4 participants in a team.
5. Top 50 participants on the leaderboard will receive IBM merchandise worth INR 1500
6. A team can win only 1 prize and no cash will be awarded in any situation

No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of prize permitted, except that Organizer reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. Prizes will be sent no later than 60 days after winner selection. Prize winners may be required to complete and return prize claim and / or tax forms ("Forms") within the deadline stated in the winner notification. Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize.

Contest Parties accepts no responsibility for prizes damaged or lost in transit.

In the event the winner does not take an element of the prize at the time stipulated under these Terms and Conditions then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

By accepting a prize, you agree that Contest Parties may use your entry, name, image and other details online and in print, or in any other media, in connection with this Contest without payment or compensation to you, except where prohibited by law.

Prizes shall neither be transferable nor exchangeable for cash or otherwise. Mere participation in the Contest shall not entitle a Participant or a Team to a Prize. No other person or agent can claim the Prizes on behalf of the Participant(s). This Contest cannot be clubbed with any other Offer from Contest Parties.

9. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the maximum extent allowed by law, by entering you agree to release and hold harmless Contest Parties and its respective parents, partners, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability or any damage, loss, death or personal injury that may occur as a result of your participation in the Contest. You undertake to indemnify and keep Contest Parties and its respective parents, partners, subsidiaries, affiliates, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by each or any of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Contest.

All local laws apply. The decisions of Organizers are final and binding

We reserve the right to cancel, change, extend or suspend this Contest for any reason, including cheating, technology failure, catastrophe, war or any other unforeseen or unexpected event that affects the integrity of this Contest, whether human or mechanical. If the integrity of the Contest cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change or suspend the Contest. Violators will be prosecuted to the full extent of the law and may be banned from participation in future Contests.

10. PRIVACY

Details from all entries will be collected, shared with IBM and used for the purposes of conducting this Contest (which may include disclosure to third parties for the purpose of processing and conducting the Contest) and for publicity purposes surrounding this Contest. The information submitted by you during the registration process or otherwise when participating in the Contest may include your email address, ID number and other personal information ("Personal Information"). By entering this Contest you consent to the use of your information as described. Except as provided elsewhere in these Terms and Conditions, your Personal Information will only be used by Contest Parties in accordance with applicable data protection laws and regulations and Organizer's Privacy Policy or IBM's privacy policy, for the purposes of administering your participation in the Contest. For more details on Microsoft's privacy policy, please see: <https://www.ibm.com/privacy>

11. TAXES

Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the prizes shall be fully borne by the prize winner.

12. NO WARRANTIES

To the maximum extent permitted by law:

- a. Contest Parties and their agents or contractors (if any) that it may use in the execution and management of the Contest do not warrant or represent (either directly or indirectly):
 - a. That participation in and/or access to the whole or any part of the Contest, Contest materials, content, information and/or functions contained in them will be provided on an uninterrupted, timely, secure and error-free basis; or
 - b. That no computer viruses shall be transmitted or that no damage shall occur to your computer system as a result of any online activity of the Contest (if any).
- b. Any material downloaded or otherwise obtained through the Internet is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting from such download.

- c. Contest Parties do not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise in respect of the materials on the contest site or any sites linked to the Contest site.

13. CONTEST PARTIES' IP RIGHTS NOT AFFECTED

Nothing in the Contest shall affect any intellectual property rights of Organizer or IBM in any product or service which may be the subject matter of this Contest.

14. NO CHEATING TOLERATED

You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Organizer or Sponsor, you will immediately be disqualified from the Contest. Cheating includes, but is not limited to, using multiple identification numbers, tampering with, hacking of the Contest site, participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined Terms and Conditions of the Contest, attempting to disable or overwhelm any of Microsoft's websites or the Contest site, attempting to disrupt any portion of the Contest, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the entry process. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF IBM'S WEBSITES OR CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST PARTIES RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

15. NO WAIVER

Organizer's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.

16. MODIFICATION OF THESE TERMS AND CONDITIONS

To the maximum extent permitted by law, Organizer may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without liability towards anyone.

17. GOVERNING LAW AND DISPUTE RESOLUTION

This Contest will be governed by the laws of India, and you consent to the exclusive jurisdiction and venue of the courts of Bengaluru. The Contest is void where prohibited or restricted by law and is subject to all applicable laws. Any disputes, differences and, or, any other matters in relation to and arising out of the Contest and/or pertaining to the rules and regulations and/or the Terms and Conditions shall be referred to a sole arbitrator to be appointed by Organizer. The venue of arbitration shall be Bengaluru (India). The decision of the sole arbitrator shall be final and binding.