



**TEEN HACKS**

**SEPTEMBER 8, 2018**

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## **PARTICIPATION AGREEMENT**

Teen hacks is pleased to host the TeenHacks Hackathon (“Hackathon”). The Hackathon is governed by this Hackathon Participation Agreement (“Agreement”). By entering the Hackathon, you (“Participant”) agree to abide by the Agreement which is a binding legal agreement between Participant and TeenHacks with respect to the Hackathon.

1. This hackathon is for school students (must be between 12 and 18 years of age). Anyone older or younger is not permitted.
2. There are no fees to attend this event. Food, drink, and swag will be provided free of cost to all registered attendees. However, you have to bring money if you would like to buy food from any location outside the venue or pay for any online services not provided free of cost by sponsors.
3. All teams retain ownership of their product and any intellectual property, including source code etc.
4. Working on your hack before the event officially starts and after submissions are due is not allowed. Doing so will result in disqualification for any of the prizes, and you will not be allowed to present.
5. Using any open source code or API is allowed. However, stealing code and other intellectual property that is not open source or openly available is not permitted and will result in disqualification.
6. Team sizes must be at least 2 people and not more than 4 people. If you are alone, we will hold a teambuilding event right before the hackathon. If your team has too many people, we will ask that you split your team. If your team size is not within the limit described, you will be disqualified from winning any prizes.
7. You must bring your own laptop and other hardware to hack on. All work on the project should be done at the event.
8. Any hack which causes damage to a third party without specific consent from the third party is not allowed and will result in instant disqualification. This includes but is not limited to denial of service attacks and deploying computer viruses of any kind.

9. You may not leave the venue at any time without informing one of the organizers.  
This rule is in place for security and safety purposes.
10. Alcohol will not be served and is not permitted.
11. Any dangerous weapon, firearm, or other harmful device are forbidden.
12. Any inappropriate behavior outlined in the TeenHacks Code of Conduct (<http://mlh.io/code-of-conduct>) is not tolerated. Committing any of these actions will result in disqualification.
13. In case you see a violation of any of the rules outlined above, please reach out to TeenHacks organizers
14. Any other violations of any common sense rules, harassment of staff, or other inexcusable behavior, as determined by staff, are not allowed.
15. You may walk in and out of the venue freely, and there will be security onsite for the duration of the event.

#### Scoring of APPLICATIONS:

An assigned Judge from TeenHacks will be responsible for judging Applications (the “Judge”).

The Applications will be judged according to the following criteria:

1. ###Presentation Does the project, demo or presentation suggest that the project has reached a stage of completion? Is the problem and attempted solution clearly defined?
2. ###Idea Creativity Is the project built on an initial idea or concept that is compelling and/or does the final product suggest some ingenuity or particularly thoughtful process?
3. ###Sustainability Do you expect this project to have extended influence by way of a likely champion or stakeholder and/or is it aware of, built in conjunction or partnership with past projects, related ideas or concepts to reduce redundancy?
4. ###Impact Will this project enact an immediate or near-term change and/or will it play a large or important role to fill a defined need for a clear user?
5. ###Technical quality or difficulty Are there significant technological or other related project advancements during this hackathon, excluding previous work and is it of high quality embracing open web standards?
6. ###Tie breaker Which project is more likely to more completely fulfill its mission?

The Application that earns the highest overall score at each Event will win. The decisions of the Judge will be final. In the event of a tie, Judge will determine the winner

at Judge's sole and final discretion. Each Participant or team must be available during the Event's judging period to demonstrate the Participant's or team's Application. Judges may inspect Applications at any time during the judging period. The judging period may be extended by Sponsor for any length of time, in Sponsor's discretion. If a judge or Participant identifies to Sponsor a conflict of interest, that Judge will be recused from judging the Application with the conflict and an alternate Judge will be identified as a substitution for the recused Judge. Applications may be subject to a due diligence review at any time for eligibility and compliance with these Terms.

**Ownership of Applications:** Participant represents and warrants that the Application is and will be Participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights or trademarks. Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against the Sponsor, or any other person, on the grounds that any use of a Participant's Application infringes any of Participant's rights as creator of the Application, including, without limitation, trademark rights, copyrights and moral rights or "droit moral." Each Participant acknowledges and agree that Sponsor or other Participants or third parties may have developed or commissioned works which are similar to the Application of Participant or Participant's team, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the Application of Participant or Participant's team.

**Prizes and Awards:** The prizes and awards to be awarded are as follows:

The Participant, or team of Participants whose Application is awarded the highest score by the Judge in each Category will each receive the following (prizes may vary by location): The odds of winning depend on the total number of eligible Entries received. No cash or other substitution of prizes is permitted, except at the sole option of Sponsor for a prize of equal or greater value. Sponsor will not replace any lost or stolen prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes.

Winners will be notified by conclusion of each Event and may be required to sign and return an affidavit of eligibility and publicity/liability release within seven (7) days of notification and if applicable will be issued a W-9 tax form. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not received within seven (7) days, or if such affidavit is incomplete or modified, the prize may be forfeited and an alternate winner

will be selected from remaining valid, eligible Applications submitted in a timely manner.

**Publicity:** Except where prohibited, by participating in the Contest, Participant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsor' newsletters, Sponsor' websites, and any of the Sponsor' social media accounts or outlets without additional compensation.

**Indemnity:** You agree to release, indemnify, defend and hold Sponsor and their parents, affiliates, subsidiaries, directors, officers, employees, Sponsor and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Sponsor' control that may cause the Contest to be disrupted or corrupted; (ii) any claim that an Application infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest; (v) any printing or typographical errors in any materials associated with the Contest; technical errors that may impair your ability to participate in the Contest; or (vi) errors in the administration of the Contest.

**DISCLAIMER. IN NO EVENT WILL SPONSOR OR TEENHACKS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.** Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**General:**

The Contest is subject to federal, state, and local laws and regulations. The Contest is offered by Sponsor, which are not responsible for (i) late, lost, damaged, incomplete, or misdirected Applications, responses, or other correspondence, whether by e- mail or postal mail or

otherwise; (ii) theft, destruction, unauthorized access to or alterations of Applications; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

Sponsor reserve the right, in their sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to the Participants. Sponsor reserve the right to disqualify any Participant, as determined by Sponsor, in their sole discretion. These Terms are governed by the law of the State of New York, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Contest or the Terms must be brought in either the federal or state courts located in the New York, New York. Sponsor' failure to enforce any term of these Terms shall not constitute a waiver of that provision.

TeenHacks reserve the right, in their sole discretion, to cancel, modify or suspend the Hackathon in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Hackathon is compromised, without liability to the Participants. TeenHacks. reserves the right to disqualify any Participant, as determined by TeenHacks team in their sole discretion.

Winner's List: For a list of winners, send an email message to [teentechhacks@gmail.com](mailto:teentechhacks@gmail.com) with Winner's List as the email subject and Event name specified in the body of the e-mail.

**Acknowledgment of Understanding:** I have read both the rules & participation agreement with waiver of liability, assumption of risk, and indemnity agreement, and permission to use my name, personal information, and image, and fully understand the terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am accepting this agreement freely and voluntarily, and I intend by my acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law. Agreement to any electronic form of consent or verification to this document entails complete agreement and acknowledgement to the document and the terms described within it. By attending TeenHacks, I understand that I have voluntarily agreed and read to this document. My guardian I have read and understand this agreement and I freely and knowingly give my consent to TeenHacks as described herein.