

## MICROSOFT ETHERIAL HACKATHON CONTEST OFFICIAL RULES

### 1. SPONSOR

These Official Rules ("Rules") govern the operation of the Microsoft Ethereum Hackathon Contest ("Contest"). Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052, USA, is the Contest sponsor ("Sponsor"). Gitcoin, a business of ConsenSys AG and GitHub, Inc. are Contest parties.

### 2. DEFINITIONS

In these Rules, "Microsoft", "we", "our", and "us" refer to Sponsor and "you" and "yourself" refers to an eligible Contest participant. By entering you agree to be bound by these rules.

### 3. ENTRY PERIOD

The Contest starts at 12:01:01 a.m. Pacific Time (PT) on April 15, 2019, and ends at 11:59:59 p.m. PT on April 30, 2019 ("Entry Period"). Within the Entry Period are individual Challenges ("Challenge"), each with their own Submission Period and Judging Period, described fully on the Ethereum Hackathon Details Page available in the Gitcoin bounties.

### 4. ELIGIBILITY

This is a Skills Contest open only to persons who are of legal age to form a binding contract (Age of Majority) in the jurisdiction where they reside at the time of entry. Each person must also qualify with the Gitcoin Account Terms of Use available at <https://gitcoin.co/legal/terms> and the GitHub Account Terms of Service available at <https://help.github.com/en/articles/github-terms-of-service> to be eligible ("Entrant").

For some Challenges you may enter as a group ("Team(s)"). You may join more than one Team while still entering on an individual basis. If a Team is entering the Hackathon, they must appoint and authorize one individual (the "Representative") to represent, act, and enter a Submission, on their behalf. By entering a Submission on the Site on behalf of a Team, you represent and warrant that you are the Representative authorized to act on behalf of your Team. Each Team is solely responsible for its own cooperation and teamwork. In no event will Sponsor officiate in any dispute regarding the conduct or cooperation of any Team or its members.

**PLEASE NOTE:** It is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions, including this Hackathon. If you are participating in violation of your employer's policies, you may be disqualified from entering or receiving prizes. Sponsor and Contest Parties disclaim any and all liability or responsibility for disputes arising between an employee and their employer related to this matter, and prizes will only be awarded in compliance with the employer's policies.

The following individuals are **NOT** allowed to enter:

- Employees and directors of Microsoft Corporation and Contest Parties and its subsidiaries, affiliates, advertising agencies, nor are persons involved in the execution or administration of this promotion, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household).

- Employees of Government and Public Sector Entities
- Individuals who are residents of Cuba, Sudan, Iran, North Korea, Syria and Region of Crimea

Void where prohibited.

## 5. HOW TO ENTER

If you have not already, visit <https://github.com/> and follow instructions to register for a Github account and agree to the payment terms of Gitcoin.com.

During the Entry Period, we will post individual Challenges which consist of the following types of opportunities. You must visit <https://github.com/> login to your account and follow instructions to download a data repository and participate in any of the individual Challenge as follows. The work you submit for any Challenge will be an Entry:

Task based Challenge – These projects will require you to write code that utilizes a depository of data to performs a specific task. The first entrants to successfully submit a project/task fit the requirements will win these Challenges.

Creative based Challenge – These projects will set out some high-level criteria for success but will be more loosely scoped. This allows the participant to showcase both development and creative skills. These will be judged and are a bit more subjective.

The number of winners, the Submission Period for entry, Judging Period and the Judging Criteria for selecting winners will be described for Each Challenge on the Ethereum Hackathon Details Page available for each Gitcoin bounty.

To submit an Entry login to Github website, select a Challenge to participate in and download the data repository and follow the instructions for each Challenge.

All Entry materials must be in English or, if not in English, you must provide an English translation of all materials submitted.

We are not responsible for excess, lost, late, or incomplete Entries. If disputed, Entries will be deemed submitted by the “authorized account holder” of the email account used to register for the Github account. The “authorized account holder” is the natural person assigned to an email address by an internet or online service provider, or other organization responsible for assigning email addresses.

## 6. Entry requirements: To be eligible, an Entry must meet the following content/technical requirements:

- Your Entry must be your own original work or the original work of a Team; **and**
- Your Entry cannot have been selected as a winner in any other contest; **and**
- You must have obtained any and 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., entrants warrant that their Entry 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 Microsoft trademarks, logos, and designs, for which Microsoft grants you a limited license to use for the sole purposes of submitting an Entry 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 Microsoft.
- You may submit a work that includes the use of open source software or hardware, provided the you comply with applicable open source licenses and, as part of the Entry, creates software that enhances and builds upon the features and functionality included in the underlying open source product.

## 7. USE OF YOUR ENTRY –

We are not claiming ownership rights to your Entry unless selected to win a prize. However, by submitting an Entry, you grant us an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyze your Entry 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 Microsoft 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 Official Rules.

By entering you acknowledge that the we may have developed or commissioned materials similar or identical to your Entry 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 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 may be posted on a public website. We are not responsible for any unauthorized use of your Entry 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.

Personal data you provide while entering this Contest will be used by Microsoft and/or its agents and prize fulfillers acting on Microsoft's behalf only for the administration and operation of this Contest and in accordance with the [Microsoft Privacy Statement](#).

## 8. WINNER SELECTION AND NOTIFICATION

Pending confirmation of eligibility, potential prize winners will be selected by Microsoft or their Agent or a qualified judging panel from among all eligible Entries received based on the judging criteria listed for each Challenge on the Ethereum Hackathon Details Page available for each Bitcoin bounty.

Criteria may include but is not limited to:

**(i) Quality of the Idea** (Indicates creativity, originality, and the potential to significantly improve organizational security.)

**(ii) Value to Enterprise** (Demonstrates usefulness to an enterprise, for example by streamlining or automating security operations, reducing threat detection and response times, or improving the effectiveness of existing security tools.)

**(iii) Technical Implementation** (Assesses how well the idea was executed by the developer, including the user experience, the complexity of the scenarios, use of additional data or other APIs, and whether it performs as expected.)

Winners will be selected from among all eligible Entries received within 7 days following each weekly Prize Period during each Submission Period.

In the event of a tie between any eligible Entries, 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 7 days following judging with prize claim instructions, including submission deadlines. If a selected winner cannot be contacted, is ineligible, fails to claim a prize or fails to return any Forms, the selected winner will forfeit their prize and an alternate winner will be selected time allowing. Only three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

## 9. PRIZES

The prizes for each Challenge will be described on the Ethereum Hackathon Details Page available at [TBD](#).

All prizes are stated in U.S. dollars, based on the exchange rate on the date of payment. Unless otherwise indicated in the specific Challenge rules, all cash prizes will be divided equally among all officially registered members of a Team.

No more than the stated number of prizes will be awarded. No substitution, transfer, or assignment of prize permitted, except that Microsoft 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 28 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. By accepting a prize, you agree that Microsoft may use your Entry, name, image and hometown 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.

By accepting a prize you re-affirm that the Entry you submitted is subject to the Gitcoin Terms of Use governing Work for Hire <https://gitcoin.co/legal/terms> including but not limited to grant to Microsoft without limitation all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction ("Intellectual Property Rights") in the Entry.

## 10. GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the extent allowed by law, by entering you agree to release and hold harmless Microsoft and its respective parents, partners, subsidiaries, affiliates, employees, agents and Contest Parties from any and all liability or any injury, loss, or damage of any kind arising in connection with this Contest or any prize won.

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

We reserve the right to cancel, change, 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.

If you attempt or we have strong reason to believe that you have compromised the integrity or the legitimate operation of this Contest by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the full extent of the law and you may be banned from participation in future Microsoft promotions.

## **11. GOVERNING LAW**

This Contest will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Contest.

## **12. USE OF YOUR PERSONAL DATA**

Personal data you provide while entering this Contest will be used by Microsoft and/or its agents and prize fulfillers acting on Microsoft's behalf only for the administration and operation of this Contest and in accordance with the [Microsoft Privacy Statement](#).

## **13. WINNERS LIST**

Send email to [founders@gitcoin.co](mailto:founders@gitcoin.co) with the subject line "Gitcoin Hackathon winners" within 30 days of April 30, 2019 to receive a list of winners that received a prize worth \$25.00 or more.