

AUHACK TERMS AND CONDITIONS.

Term: The Events season shall commence on May 1st, 2020, and shall end on May 3rd, 2020. (the “Term”).

THE CONTEST IS VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING IN ANY EVENTS, YOU AGREE TO THESE TERMS AND CONDITIONS.

NO ENTRY FEE.

Eligibility

Contest is open to individuals who are at least eighteen years old (or minors with parental permission) and registered as students for the full calendar year of 2019 or 2020 in participating locations and who are not faculty at those universities or bound by the intellectual property policies of those universities.

Participation in the event constitutes Participant’s full and unconditional agreement to and acceptance of these Terms and Conditions (“Terms”). The term “you” refers to you, the “Participant”.

Employees of AUHack are not eligible to participate in the Contest.

How to participate in the contest

To participate in the Contest, you must submit an application (the “Application”) at the Event in relation to the Theme. You will have to present to the judges that are present an original project/prototype of your Application during a time window defined at the event. All work on your Application must be performed during the time window defined as the Term. You may not perform any work on your Application prior to the Term or your Application will be disqualified at the sole discretion of AUHack. Judges can consider only Applications coming from registered individuals/teams. All components of each Application must be submitted in accordance with these Official Rules.

You may participate with more than one (1) Application at each Event, whether you are an individual entrant or part of a team. An Eligible Participant (or team) must be the sole owner of the Application submitted. If you enter the Contest as a member of a team, you acknowledge and agree that, in order for a team to be eligible to participate, all of the members of the team must meet the eligibility criteria contained herein and agree to these Terms and Conditions. By entering, you warrant that you have obtained the appropriate agreement and/or approval by your team members, and any other party which might otherwise claim title to or any other rights in relation to the Application or your participation in the Contest. The eligibility of an Entrant is tied to the eligibility of the team. If one member of a team does not comply with these Terms and Conditions or is disqualified, the team as a whole will be disqualified.

The Application may not be offensive, nor can it defame, or infringe upon the publicity or privacy rights of any person or entity, or otherwise infringe upon any person or entity's intellectual property or proprietary rights, as determined by AUHack and the judges at their sole discretion. Each entrant must either (i) be the sole and exclusive owner of all rights (including, without limitation, all intellectual property rights) in and to all content and elements incorporated into or used in the Application, except those elements available in the public domain or under an appropriate general public license; or (ii) have the express written permission to use such content and elements from the owner(s) of the rights to such content and elements. Any entrant whose Application includes content or elements not owned by the entrant must be able to provide written legal releases (in a form that is satisfactory to AUHack and the judges at their sole discretion) that permit the entrant to use and exploit such content and elements in the manner used and exploited and that permit AUHack right to keep the content and materials before eligible to be declared a winner.

AUHack reserve all rights, including the right to edit, publish, use, adapt, modify, or dispose of any photographs taken during the event by AUHack for advertising and promotional purposes in all media (including, but not limited to, the internet) without additional compensation, except where prohibited by law. If an entrant changes his/her/their telephone number, email address, and/or street address after he/she/they enters the Competition, it is his/her/its sole responsibility to notify AUHack, by email at contact@auhack.org.

Individuals and Teams are limited to one (1) Application. Additional Applications will not be considered.

Scoring of Applications

AUHack will employ the person or entity deemed appropriate by AUHack to be responsible for judging the Applications (the “Judge”).

The Applications will be judged according to the following criteria:

- originality/creativity (25%);
- technical complexity (25%);
- adherence to Theme (25%) and
- practical implementation (25%).

The Application that earns the highest overall score 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 AUHack for any length of time, in AUHacks discretion. If a Judge or Participant identifies to AUHack 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.

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 AUHack, 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 AUHack 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 odds of winning depend on the total number of eligible Entries received. AUHack will not replace any lost or stolen prizes. Winners will be notified by conclusion of the AUHack event. If a selected winner cannot be contacted, is ineligible or fails to claim a prize, 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 first name, photo and/or likeness, entry and statements attributed to Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in AUHack's websites, and any of AUHack's social media accounts or outlets without additional compensation.

Indemnity

You agree to release, indemnify, defend and hold AUHack and their parents, affiliates, subsidiaries, directors, officers, employees, AUHack 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 AUHack's 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 AUHACK 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 AUHACK 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 AUHack, 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.

AUHack 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. AUHack reserve the right to disqualify any Participant, as determined by AUHack, in their sole discretion.

