

HooPow's Coding Contest Terms and Conditions

Organizer

The organizer of the contest(s) (the “Contest(s)”) is *Hoo-Pow SARL*, incorporated under the laws of Luxembourg whose registered office is at 3 rue des Girondins, L-1626 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 255.148, (the “Organizer” or “HooPow”)

Preamble:

The aim of the contests is to give participants (the “Participants”) the opportunity to showcase their programming skills (general or specific) regardless of their level of education or their professional background and resolve challenges in a fun and engaging way. The products of the challenges may be reused by the Organizer to enhance, promote and further develop its platform Hoo-Pow.com and any related projects, concept, software or idea. The Organizer wishes to nurture a community of talented coders and give them opportunities, where possible, to contribute to or find suitable opportunities within HooPow, its related entities, affiliates and associates.

Format:

- The contest is open to any eligible individual. Team submissions are not accepted and only one designated individual will be eligible for the prize.
- The contest will run during a set period of time as determined by HooPow, unless HooPow having made an early-review of submissions announces in its sole discretion a winner
- We encourage each candidate to publish only one submission on or before the communicated deadline, unless the contest is called early as per the previous clause. In case of multiple submissions from an individual, HooPow retains the right to select which submission to consider for the prize and final ranking determination.
- At the end of the contest, a jury formed by HooPow associates will shortlist potential prize-winners and retain only one grand prize winner. For the avoidance of doubt, HooPow shall apply its own judgement in determining a winner in case of tie.
- The problem statement will be available in English.

Eligibility:

- The contest is open to any individual over 18 years old, with an internet connection, a valid email address and a Github account, regardless of their nationality, and without any specific educational or professional requirements.
- Each contest or subcontest will have its own constraints and rules such as but not limited to, subject of the challenge, programming language(s), platform(s), time limit, prize (if any) and ranking determination (if any).

- HooPow may at its sole discretion waive any requirement, such as age-related requirement, where it is permitted and lawful to do so. However, no guarantee or representation is made by HooPow on the prize eligibility where such waivers are granted.

Exclusions:

- The contest and prize are not open to any person legal or natural from a sanctioned country or designated as a sanctioned individual or organization
- The contest and prize are not open in any country, region, or location where it could contravene the rule of law

Verifying Eligibility:

- HooPow holds all rights to adjudicate on any dispute and verify your eligibility at any stage of the contest.
- By entering the contest, you agree to produce any proof of eligibility requested by HooPow for verification purposes.
- If you fail to do so, it will result in your immediate disqualification from the contest and forfeiture of any prize.

Entering a contest:

- To take part in a contest, you must have a Github account, with a completed profile.
- You can register only once as an individual for the contest.
- Any participant fraudulently publishing submissions through multiple accounts will be permanently disqualified from the contest and shall be banned for entering any future contest or subcontest. HooPow reserves the rights to pursue civil action in case of damage to the integrity of its contest.
- Any HooPow employee, former employee, contractor, affiliate or associate, and their family members (up to one degree separation) can participate however, they shall not be eligible to receive any prize.
- Students interning with HooPow during the contest shall be eligible to receive a prize and ranking.

Disqualification:

HooPow can disqualify and forfeit the prizes of any participant if they attempt to undermine the contest by, among other things:

- Violating [HooPow's Code of Conduct](#) at any stage of the contest.
- Not complying with the terms listed herein.
- Providing false information to become eligible for the prize.
- Making any dishonest claim or submission, defaming the contest, the organizer, its employees, affiliates and associates or any participant during the contest

- Falsely claim or declare affiliation to HooPow, online or offline without prior written authorization.
- Misbehaving with other participant or contest administrators at any stage of the contest.
- Using content that is illegal, lewd, racist, pornographic, heinous, hate-related, or otherwise unfitting for the contest.
- Getting involved in any malicious activity during any stage of the contest.

Participation by Global participants:

All the above mentioned rules and terms are applicable to all our participants globally, as such, we would like to remind you that this contest is strictly online. HooPow shall not provide any travel, accommodation or any arrangement to any participant to the contest.

Prizes:

- Cash Prize: All the cash prizes will be awarded in US Dollars or EURO and will be given in the form of cash wired to the winner(s) designated and eligible bank account, or any other mode of payment determined by HooPow. Deductions, stamps duty, charges and levies, if any, shall be entirely borne by the winner(s).
- Taxes: Participants will be solely responsible for complying with the relevant tax laws where appropriate. HooPow shall be indemnified at all time by the participants of any claim related to tax of any nature to be paid by the participants.
- Any physical or digital goodies will be delivered at the address or email address as appropriate, provided by the winner within fourteen (14) calendar days of the declaration by HooPow.
- All individuals qualifying will get a digital "**Certificate of Participation**" from HooPow
- In the case HooPow is unable to award one or more prizes due to delivery problems attributable to the participant (including but not limited to cases in which the address stated during registration is incorrect, incomplete or deactivated), HooPow shall in its discretion award the prize to the second one in the rank and so on until the fifth.

Ranking:

- Ranking(s) will be displayed by HooPow in all relevant channels it deems appropriate, including participants username and/or individual full name and linkedin/github/page profile, unless otherwise communicated to HooPow in writing

Intellectual property:

- Participants retain ownership of all intellectual and industrial property rights (including moral rights) in and to submission to any contest.
- As a condition of submission to any contest, participants grants HooPow, its affiliates, associates, agents and related parties, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly

perform, create a derivative work from, publicly display and commercialize the submission.

- All data of any kind, and in particular logos, text, graphics, video or audio clips, trademarks, software, etc., provided through the contest by the organizer are necessarily protected by copyright, trademarks and all other intellectual property rights belonging to the organizer.
- The latter consents a limited, time-bound, private, non-collective and non-exclusive right on such content to the Participants.
- The Participants commit under these not to reproduce, summarize, modify, alter or redistribute without the organizer's prior permission, all or any part of the contents referred to in this article.

Privacy:

- The personal data given from the participants and collected by HooPow will be processed with the EU Regulation 2016/679, as well as in accordance with the provisions contained in [HooPow's Privacy Policy](#).
- The Personal Data given by the Participants could be communicated to third parties for the purposes described in the Policy.

Disclaimer:

- The “Rules” listed herein are applicable to “HooPow’s Contest” and every aspect of it. They form a legal agreement between you and HooPow. There can be some alterations in the contest, which when happen may require changes in the existing or inclusion of new terms. The changes will become the part of the existing terms and your agreement with HooPow with respect to the Contest.
- As a participant you are expected to adhere to these terms, failing which, you will be disqualified from the contest at any stage and will not be eligible for any prize. Your submission into the contest shall be taken as your final and irrevocable agreement to the Contest terms and conditions.

Liability and Force Majeure

HooPow may in no way be held responsible for the failure of the internet network and the successful sending and receipt of mail, and the lack of postal services.

HooPow reserves the right to shorten, extend, suspend or cancel the contests if so required. It shall not be held liable if an unforeseen circumstance or a case of force majeure imposed any changes whatsoever to the HooPow’s contests.

HooPow also reserves this right in case of computer viruses, external attack, fraud, technical failure, and participants shall be unable to seek its responsibility for this. HooPow reserves the right to sue in court those responsible for these facts.

In addition, HooPow shall not be held liable for damages of any nature whatsoever, originating from a case of force majeure or any other external element, such as loss of revenue, data, customers, or any financial or commercial loss, any disturbance to business, lost profits or immaterial damages

Also, the responsibility would not be sought if the contract execution is delayed prevented due to a case of force majeure or unforeseeable circumstances, due to the other party or a third party or an external cause such as social conflicts, the intervention of civil or military authorities, natural disasters, fires, water damage, malfunction or interruption of the telecommunications network or power supply.

Force majeure means any event outside the affected area, of an unforeseeable, unavoidable and insurmountable nature, that prevents either party from fulfilling all or part of their obligations as stipulated by these terms and conditions.

[Jurisdiction and dispute resolution:](#)

- These entire Terms and Conditions and all contests organized by HooPow shall be governed by English law, and subject to the jurisdiction of the Dubai Courts or DIFC Courts, to the extent these laws do not conflict with the principles of Shariah as interpreted and determined by HooPow's Shariah Advisors, in which case the principles of Shariah shall prevail.
- If a provision of these Terms & Conditions is not valid in accordance with law rules and regulations of a particular country, the provision will be applied within the permitted limits.

Contact: dev@hoo-pow.com

Code of conduct for HooPow's contests:

HooPow has opened a playground for budding and talented coders like yourself. To make this playground as enjoyable, certain rules and level of decorum are expected. These are simple and mostly common sense but everyone benefits from a refresher once in a while.

Here goes:

- You shall not post your submission through more than one Github account.
- If you encounter any problem during an ongoing contest, post it on the respective problem page. The problem setter will help you get over it. Alternatively, you can write to us at dev@hoo-pow.com. We will try and address it in the best possible manner.
- Queries related to any specific problem, after the contest should be posted on the editorial page of the problem on discuss, slack or discord channel as appropriate and communicated by the organizers.
- Your code is your responsibility. Please ensure it is safe and not shared with anyone who could pass it for their own.
- Clarity and simplicity are key. If you can explain it to a 5 years' old (a really smart one), well done, you got the idea!
- Looking for help and inspiration, or even using a third-party code is natural, if authorized and legitimate. Plagiarizing and passing it off for your own isn't. If you are taking your code from some other source, it is expected that you give the due attribution to the source in your code. It is mandatory. But things happen, and in case you have missed giving attribution to a third-party code, you have the option of proving to us that this was indeed a publicly available code. Note that the proof of burden rests on you to prove beyond a doubt that the code which you used was available publicly before the relevant contest began.
- Do not ask or discuss any aspect of any HooPow's problem during an ongoing contest on any other platform, online or offline. Keep the surprise and a chance for everyone to give their best individual shot!
- If you come across any wrongdoing from another participant, or would like to share a concern, kindly write to us at dev@hoo-pow.com or through the relevant channel. We will do our best to investigate the issue and take appropriate action to stop it where possible.

Not adhering to the above set of guidelines may lead to your suspension, ban or perma-ban to this and any future contest by HooPow, its associates, affiliates and related parties.