

## BitwiseHacks 2016 Participant Agreement

BitwiseHacks team (“We”, “Us”), and the Hong Kong International School (“HKIS”) is pleased to present the Internet of Things BitwiseHacks 2016 event (“Hackathon”). The Hackathon is governed by the BitwiseHacks 2016 Participant Agreement (“Agreement”). By entering the Hackathon, you (“Participant”) agree to abide by the Agreement which is a binding legal agreement between Participant and HKIS with respect to the Hackathon.

**Participation:** Participant must be currently enrolled as a full-time student, and have signed the Agreement. If the Participant is less than 18 years of age, he/she must have a parent or legal guardian sign the Agreement as well. Participant agrees to abide by all rules in the Agreement, and the code of conduct posted on <http://bitwisehacks-2016.devpost.com> (“Additional Documents”). We have the right, at our sole discretion, to disqualify the Participant for breach of the Agreement or Additional Documents.

**Teams:** A team may consist of no more than 5 participants. If one or more members on a team are disqualified, then the team is no longer eligible to win any of the prizes mentioned on our Additional Documents.

**Fairness:** All software, designs, graphics, literature, and presentations shall be created solely during the 24 hour development period. Should any team member violate this clause, then the entire team shall be disqualified.

**Prizes:** Prizes will be divided evenly amongst team members, unless otherwise noted. We reserve the right not to award prizes if there does not exist a worthy team, in our sole discretion.

**Publicity and Privacy:** Participant understands that the Hackathon may be photographed, videotaped, recorded, etc. and hereby grants Us and HKIS the right to use, or refrain from using, the Participant’s name and/or likeness, and all footage about Participant’s participation in the Hackathon, and the Participant’s Hackathon submission in any way that We or HKIS sees fit without Participant’s review or approval and without compensation. By participating in the Hackathon, the Participant agrees that any personal data provided may be used by Us for the sole purposes of the Hackathon.

**Presence at the Hackathon:** Participants may come and go from the venue freely, except from 9pm on February 20th 2016, to 8am on February 21st 2016. During those hours, participants may leave the venue, but entry will be denied until the period ends at 8am on February 21st 2016. Participants who violate this are subject to disqualification at the sole discretion of the Hackathon

### Venue of the Event

The event will be conducted in room HS 504 of the HKIS Tai Tam campus. Access to other classrooms and offices are strictly prohibited due to security. Please consult the event organizer if you have question about the use and access of facilities in HKIS.

**Licensing and Intellectual Property Rights:** We do not claim any license or intellectual property rights in the Participant's Hackathon submission, except for the limited license to review the submission as part of hackathon judging, and awarding of prizes.

**Liability Release and Indemnity:** UNDER NO CIRCUMSTANCES WILL WE OR HKIS BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF OR RELATING IN ANY WAY TO THE HACKATHON AND/OR THIS AGREEMENT. The participant shall indemnify and hold BitwiseHacks and HKIS and their officers, directors, employees, successors and assigns harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorney's and other professionals' fees incurred by BitwiseHacks or HKIS, in connection with, arising out of or relating in any way to the Hackathon and/or this Agreement.

**Governing Law and Severability:** If for any reason any provision of this agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent possible so as to effect the intent of the parties, and the remainder of the Agreement will continue in full force and effect.

Date:

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Full Name of Participant:

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Signature of Participant:

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Required if Participant is Less than 18 years of age:

Date:

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Full Name of Parent/Guardian:

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Signature of Parent/Guardian:

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