



## Code of Conduct

Last Modified: Jan 19, 2024

# Code of Conduct

Hack the Hill events are intended for collaboration and learning. We value the participation of each member of the community and want all participants to have an enjoyable experience. Accordingly, all event participants are expected to show respect and courtesy to others. To make clear what is expected, all participants are required to agree and conform to the following Code of Conduct which will be enforced throughout events.

The spirit of this Code is to prohibit activities including but not limited to:

- Any activity related to harassing, demeaning, mocking, or intimidating others, especially this behaviour as it relates to characteristics such as:
  - Gender
  - Sexual Orientation
  - Physical or Mental Ability
  - Age
  - Socioeconomic status
  - Ethnicity
  - Physical appearance
  - Race
  - Religion
- Examples of other prohibited behaviors include, but are not limited to:
  - Stalking
  - Unwanted sexual attention
  - Use of sexualized content

Participants asked to stop any behaviour deemed as harassment are expected to comply immediately. If a participant fails to comply, they will be asked to leave.

If a participant engages in behaviour that violates this code of conduct, Hack the Hill will take any action it deems appropriate, including warning the offender or expelling them from an event.

If you feel uncomfortable or think there may be a potential violation of the code of conduct, please report it immediately to one of the event organizers or by emailing us at [operations@hackthehill.com](mailto:operations@hackthehill.com). All reporters have the right to remain anonymous.



## Privacy Policy

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# Privacy Policy

This Privacy Policy sets out how Hack the Hill ("we" or "us") collects, uses, and protects any personal data that you provide when you participate in our events from Canada, the European Union (EU), the United Kingdom (UK), or the state of California of the United States of America (USA), either online or in-person.

By participating in Hack the Hill events, you agree to the collection and use of your personal data as outlined in this policy, which is subject to change.

## 1. Collected Information

We may collect the following types of personal data from you:

- Names
- Phone numbers
- Email addresses
- Contact preferences
- Contact or authentication data
- Preferred language
- Pronouns and gender
- Name of university
- Level of study
- Program of study
- Location of attendance
- Attendance type (in-person or online)
- Whether you require transportation
- Dietary restrictions
- Accessibility requirements
- Shirt size
- Number of previous hackathons attended
- GitHub, LinkedIn, and personal website links
- Resume PDF
- Emergency contact information (name, relationship, phone number)
- Avatar image

## 2. Purpose Collection

We collect your personal data for the following purposes to:

- Process and manage your registration and attendance at events
- Communicate with you about events, including updates, changes, reminders, and other important information
- Facilitate networking and team formation among participants
- Contact you for feedback about events, including future events

- Provide recruitment information to sponsoring companies and organizations
- Organize and manage events, including providing you with access to our platform and other relevant services
- Monitor and improve our services, and to analyze usage patterns; and
- Comply with legal and regulatory requirements

### 3. Third-Party Data Sharing

We may share your personal data with the following third parties:

- Our sponsors;
- Service providers who assist us in organizing and hosting events
- Legal and regulatory authorities, where required by law

### 4. Data Retention

We will retain your personal data for as long as necessary to fulfill the purposes outlined in this policy, unless a longer retention period is required by law.

### 5. Data Security

We are committed to ensuring that your personal data is secure. We have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the personal data we collect.

### 6. Legal Basis For Processing

We rely on the following legal bases to process your personal data:

- Your consent to the processing of your personal data for the purposes outlined above
- The processing is necessary to perform our obligations under any contracts we have with you, such as providing access to our platforms and other relevant services
- The processing is necessary for our legitimate interests, such as monitoring and improving our services, analyzing usage patterns, and complying with legal and regulatory requirements

### 7. International Data Transfers

We may transfer your personal data to third-party service providers located outside of the European Union, the United Kingdom, and the state of California for processing. We will only transfer your personal data to recipients who have agreed to provide an adequate level of protection for your personal data, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act (DPA), and the California Consumer Privacy Act (CCPA).

## 8. Your Rights

You have the following rights regarding your personal data:

- The right to access and receive a copy of the personal data we hold about you
- The right to rectify any inaccurate or incomplete personal data we hold about you
- The right to the erasure of your personal data, subject to certain legal and regulatory requirements
- The right to object to the processing of your personal data, and to restrict the processing of your personal data in certain circumstances
- The right to data portability, allowing you to obtain and reuse your personal data for your own purposes
- The right to withdraw your consent to the processing of your personal data at any time (where we rely on consent to process your personal data)

## 9. Contacts

To exercise the rights outlined above or if you have any questions or concerns regarding this Privacy Policy or the processing of your personal data, please contact us at [operations@hackthehill.com](mailto:operations@hackthehill.com).



## Terms of Service

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# Terms of Service

Welcome to the Hack the Hill Terms of Service outlining the rules and guidelines for users of any online platforms or tools provided by Hack the Hill. By accessing or using these platforms and tools, you agree to abide by these terms and acknowledge the rules and consequences for violations.

## 1. Acceptable Behavior

- Treat all users with respect and courtesy. Discrimination, harassment, or any form of abusive behavior will not be tolerated.
- Respect the intellectual property rights of others. You should only use tools, resources, or assets that you have the right to use, or for which you have obtained the necessary permissions.
- Plagiarism or using someone else's work without proper attribution is strictly prohibited. All work must be original or appropriately credited.
- Participants must comply with all applicable laws and regulations, including those related to intellectual property, privacy, and data security.

## 2. Use of Platforms and Tools

- Protect your login credentials and any personal data shared on the platforms. Do not share your login information with others.
- If you encounter any violations of these terms or witness inappropriate behavior, promptly report it to the hackathon organizers.

## 3. Consequences for Violations

- For minor violations, participants may receive a warning from the organizers.
- Serious violations may lead to disqualification from the hackathon and removal from the platforms.
- Violations that breach the law or intellectual property rights may result in legal action.

## 4. Liability

- Hack the Hill is not liable for any loss or damage resulting from the use of online platforms and tools. Participants use these services at their own risk.

## 5. Modification of Terms

- Hack the Hill reserves the right to modify these Terms at any time.

## 6. Contact

- For questions or concerns about these Terms of Service, please contact Hack the Hill at [operations@hackthehill.com](mailto:operations@hackthehill.com).





## **LIABILITY RELEASE WAIVER**

As a participant in events or activities organized by Hack the Hill ("Events"), you are subject to the rules, guidelines, and code of conduct set forth in this document in addition to all other applicable documents. By participating in Events, you fully agree to comply with all rules, instructions, and procedures set forth by Hack the Hill. Further, you hereby agree and understand that any violation of set guidelines may be subject to consequences at the sole discretion of Hack the Hill, including but not limited to revocation of prizes, ejection from the event, and/or refusal to reimburse expenses.

By participating in Events, you agree to be bound by these terms and all other applicable documents. If you do not wish to be bound by these terms, do not register and exit this page. Your agreement to these terms becomes immediately effective upon your completed registration for the event.

Henceforth, "I", "My", and other first-person pronouns shall refer to the participant. Words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust, and unincorporated organization. Words and expressions defined in the Hack the Hill constitution have the same meaning when used below.

- a) I have represented myself accurately and honestly to the best of my ability on my application and event registration forms.
- b) Hack the Hill will make no claim of ownership or royalties of any works created or worked on at Events. Any original work will remain solely under the ownership of those who created it. Hack the Hill will hold no liability for any legal or contractual issues that may arise from this work. Given this, I agree to indemnify, hold harmless, and defend Hack the Hill against any liability related to this work.
- c) I verify that the project I work on is original to my team and was produced during the event. It is understood that I may use outside resources that are appropriately licensed and equally and fairly available to all participants throughout the event. In incorporating outside resources, I agree to follow all applicable licensing and copyright.
- d) I verify that the intent of the project that my team develops will not be to cause malicious harm, violate any applicable laws and treaties, and/or create mass destruction to any individual, organization, or nation. Projects may not be

obscene, distasteful, alienate any person or group, or encourage invasion of privacy.

- e) I agree to allow the organizers and judges to view code from my team's project for the purpose of judging. During all presentation and judging rounds, teams will be required to present their projects, which may require an explanation of the development process, technologies, and other "Trade secrets."
- f) I understand that I have no claim to any prize money or merchandise, promised or otherwise. Distribution of all prizes (excluding branded prizes) will be at the discretion of Hack the Hill, with recommendation from the judges. All decisions will be final and may not be contested. Branded prizes are a transaction exclusively between the sponsoring company and the winning participant, and Hack the Hill will take no responsibility or claim liability for them.
- g) I understand that I will be fully responsible for any costs incurred as a direct or indirect result of participation in Events, including but not limited to use of proprietary technology, food, accommodations, and other purchases. Hack the Hill will not be liable for any costs or expenses incurred throughout Events.
- h) I am responsible for respecting other participants, volunteers, sponsors, members of the community at large by conducting myself in a manner that is courteous and non-abusive to other individuals. I agree to comply with Hack the Hill and any Hack the Hill members acting in an official capacity if asked to change my behaviour, or face consequences including ejection.
- i) I understand that all services for the participants during Events, including but not limited to transportation, facility use (property, furniture, electricity, networking), food and beverage, and activities are provided as-is and as-available basis only, with no warranties that the services will meet your requirements, nor remain uninterrupted, error-free, secure, or free from viruses and other harmful components. We are not liable, and expressly disclaim any and all warranties regarding services provided by third parties, regardless of whether we appear to provide these third-party services.
- j) I agree that Hack the Hill reserves the full right to disqualify from participation and prizes any participant and/or team who does not comply with these terms or code of conduct and eject and banish any person from the property whose behaviour creates an unwelcome or unsafe environment.

I hereby assume all of the risks of participating and/or volunteering in Events, including but not limited to any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective

equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I also agree that I am liable for any damage I cause to facilities, properties, and services owned or leased by Hack the Hill.

I understand that hackathons are physically grueling, including the possibility for fatigue and sleep deprivation. I certify that I am physically fit, have sufficiently prepared or trained for participation in Events, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in Events.

I acknowledge that this liability release waiver will be used by Hack the Hill for any Events in which I may participate, and that it will govern my actions and responsibilities at said Events. In consideration of my application and permitting me to participate in Events, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- a) I waive, release, and discharge Hack the Hill from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my travelling to and from Events;
- b) I indemnify, hold harmless, and promise not to sue Hack the Hill from any and all liabilities or claims made as a result of participation in Events, whether caused by the negligence of release or otherwise.

I acknowledge that Hack the Hill and its directors, officers, volunteers, representatives, and agents are not responsible for the errors, omissions, acts, or failures to act of any party or entity conducting Events on behalf of Hack the Hill.

I acknowledge that Events may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, event officials, and event monitors, and/or producers of the event, and lack of hydration.

These risks are not only inherent to participants but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during Events.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Hack the Hill reserves the full right to modify, postpone, or cancel any parts of Events or Events in full, with no advance notice. If an event is modified, cancelled, or postponed directly or indirectly from events outside the defaulting party's reasonable control, including without limitation's acts of god, civil or military authority, acts of public enemy, war, terrorism, riots, labour strikes, fire, explosion, earthquake, flood, then Hack the Hill will take no responsibility in providing any reimbursements or compensation for costs or damages associated with cancellation of the event.

Hack the Hill reserves the right to modify this agreement at any time before or after registration, up to and including during Events. Changes will be announced as they are made, and continued participation in Events will constitute full agreement to these changes. All participants will be bound by the most recent versions of the terms and codes of conduct at all times. Any failure by us to enforce or exercise any provision of these terms or related rights shall not constitute a waiver of that right or provision. In the event that any provision of these terms, or its application thereof to any person, place, or person, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of these terms and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.

By registration and participation in Hack the Hill Events, I certify that I have read this document, and I fully understand and agree to its content. I am aware that this is a release of liability and a contract and I register for and participate at the event at my own free will.



## Media Release Waiver

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# Media Release Waiver

By participating in Hack the Hill events (“Events”), all participants agree to the terms and conditions of this Media Release Waiver. This waiver covers the use of your name, likeness, voice, and any materials or content you create or share during Hack the Hill events for promotional and media purposes. Your participation signifies your acceptance and agreement to the terms of this Media Release Waiver.

## 1. Consent for Use

- 1.1. As a participant in Events, you grant Hack the Hill, its partners, and any authorized third-party affiliates the irrevocable and unrestricted right to use your name, photograph, video, voice, and any other materials or content you produce during Events for the following purposes:
  - 1.1.1. Promotional and marketing materials, including but not limited to brochures, websites, social media, press releases, and flyers.
  - 1.1.2. News and media coverage, including articles, interviews, and broadcasts.
  - 1.1.3. Archival and historical records related to Events.

## 2. Release of Claims

- 2.1. Your participation in Events may involve exposure to the media, and by participating, you release Hack the Hill and its partners from any claims, demands, and liabilities, whether known or unknown, in connection with the use of your name, likeness, voice, or materials as described in this waiver.

## 3. Compensation

- 3.1. You understand and acknowledge that you will not receive any compensation or remuneration for the use of your name, likeness, voice, or materials by Hack the Hill, its partners, or authorized third-party affiliates.

## 4. Age Verification

- 4.1. You confirm that you are at least 18 years of age and have the legal capacity to enter into this Media Release Waiver. If you are under the age of 18, you affirm that you have obtained parental or legal guardian consent to participate in Events and grant the rights outlined in this waiver.

## 5. Binding Agreement

- 5.1. You understand that this Media Release Waiver is automatically binding when you participate in Events.