

## **HACKATHON PARTICIPATION AGREEMENT**

Vanderbilt Law School, its Program on Law and Innovation and the Music City Legal Hackers (collectively the "Sponsor") are pleased to present the Music City Legal Hackathon 2017 ("Hackathon"). The Hackathon is governed by this Hackathon Participation Agreement ("Agreement"). **By registering for and entering the Hackathon, you ("Participant") agree to abide by this Agreement which is a binding legal agreement between Participant and Sponsor with respect to the Hackathon.**

### **Participation in the Hackathon**

Participant must be at least 18 years of age to be eligible to participate in the Hackathon. In addition to this Agreement, Participant agrees to abide by [Hackathon Rules set forth herein and Code of Conduct (long version) available at <https://hackcodeofconduct.org/> and additional documents, if any, provided in connection with the Hackathon, which are hereby incorporated by reference (collectively "Additional Documents"). Sponsor has the right, at its sole discretion, to disqualify any Participant for breach of this Agreement or Additional Documents. Sponsor has the right to cancel or suspend the Hackathon with or without notice and for any or no reason. Sponsor is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Hackathon.

### **Publicity and Privacy**

Participant understands that the Hackathon may be photographed, videotaped, recorded, etc. and hereby grants Sponsor the right to use or refrain from using Participant's name or likeness and any and all footage about Participant's participation in the Hackathon and Participant's Hackathon submission in any manner or media that Sponsor sees fit without Participant's review or approval and without compensation. By participating in the Hackathon, Participant agrees that their personal data provided as part of the Hackathon may be used for the purposes of organizing, managing and publicizing the Hackathon.

### **Intellectual Property Rights**

In consideration of the licenses provided below, Participant hereby irrevocably assigns and transfers and agrees to irrevocably assign to Sponsor all right, title, and interest in and to Participant's Work Product. "Work Product" means all ideas, concepts, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, conceived, or reduced to practice by Participant solely or jointly with others during the Hackathon, including all rights and claims related to the foregoing. Participant represents and warrants that, to the best of his or her knowledge, the Work Product 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. Participants will not receive compensation from Sponsor in connection with any Work Product.

### **Licenses**

Participant acknowledges that Sponsor may license Work Product to any Hackathon non-profit stakeholder ("Stakeholder") on a perpetual, non-exclusive basis. If Participant wishes to use, modify or create derivative works based on the Work Product, Participant must come to agreement regarding the

disposition of the Work Product with all Hackathon participants who were involved with or contributed to the Work Product (the "Team Members"). Once agreement has been reached among Team Members, Participant must provide written notice to Sponsor with information about the intended use of the Work Product and any additional materials and information that Sponsor may request. Sponsor shall license the Work Product if it believes, in its reasonable discretion, that the license of Work Product will not violate or infringe on the rights or agreement of any Hackathon Team Members or Stakeholders.

#### **Liability Release and Indemnity**

UNDER NO CIRCUMSTANCES WILL SPONSOR 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. Participant shall indemnify and hold Sponsor and its officers, directors, employees, successors and assigns harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees) incurred by Sponsor in connection with, arising out of or relating in any way to the Hackathon or this Agreement. Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and Sponsor.

#### **Governing Law and Severability**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to any conflict of laws rules and principles. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

**Your registration for the Hackathon via the online registration portal constitutes acceptance of this Participation Agreement.**