

HACK BROOKLYN CONTEST ("Contest") TERMS AND CONDITIONS Sponsored by Hack Brooklyn Organization Team ("Sponsor").

**Term:** The Event shall commence on March 29, 2020 at 7:00 AM EST, and shall end on March 29, 2020 at 9:00 PM EST. (the "Term").

**Event:** The "Hack Brooklyn" event, occurring at Brooklyn College. At the Event there will be Categories (defined below) in which Applications (defined below) may be submitted.

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 and registered as students for the full calendar year of 2019 or 2020 at a "City University of New York" University in participating locations and who are not faculty at those universities or bound by the intellectual property policies of those universities.

Participation in each 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 Sponsor and their respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Term, and their respective immediate family members and persons living in their same household, 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. Your Application must be a working application, as understood in common industry practice, in order to be eligible; prototypes are not acceptable. All work on your Application must be performed during the time window defined at the Event. You may not perform any work on your Application prior to the time window defined at the Event or your Application will be disqualified at the sole discretion of the Sponsor. 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. In addition, you understand and agree that if the team is selected to receive a prize, the team is responsible for ensuring that the prize will be appropriately distributed to each member of the team and each member of the team must agree upon the payment method for the final prize, and that Hack Brooklyn has no responsibility whatsoever for such distribution or any dispute resulting therefrom. 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 must be in keeping with Sponsor' image, and 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 Sponsor 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 Sponsor 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 Sponsor' right to use and exploit the content and materials in accordance with these Official Rules ("IP Releases") before eligible to be declared a winner.

HACK BROOKLYN RESERVES THE RIGHT, AT ITS SOLE DISCRETION AND WITHOUT LIMITATION, TO DISQUALIFY ANY APPLICATION THAT HACK BROOKLYN DEEMS INAPPROPRIATE, OBJECTIONABLE AND/OR INCONSISTENT WITH THE POSITIVE IMAGE AND/OR GOOD WILL HACK BROOKLYN WISHES TO PROMOTE IN THIS COMPETITION. ALL ELIGIBLE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ALL APPLICATION MATERIALS SUBMITTED IN CONNECTION WITH THIS COMPETITION ARE SUBMITTED ON A NONCONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY HACK BROOKLYN, ITS AGENTS AND SUBSIDIARIES, FOR ADVERTISING AND PROMOTIONAL PURPOSES.

Applications that are mechanically reproduced, copied, illegible, incomplete or inaccurate are void. Applications that have been generated by a script, macro, bot or any other automated means will be deemed void. Incomplete Applications or Applications not complying with these Official Rules are subject to disqualification. Sponsor are not responsible for late, lost, incomplete, illegible, damaged, or misdirected Applications. Hack Brooklyn's decisions are final on all matters relating to this Competition. Any redistribution(s) by an entrant of his/her/its Applications and/or description shall not include any reference to the Competition or, for those entrants that are selected as winners, include any references to the fact that the entrant was a winner without Hack Brooklyn's permission. Sponsor reserve all rights, including the right to edit, publish, use, adapt, modify, or dispose of any Application, description, proper names, likenesses, and photographs 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/its telephone number, email address, and/or street address after he/she/it enters the Competition, it is his/her/its sole responsibility to notify Hack Brooklyn, within 10 days of such change, by email at [contact@hackbrooklyn.org](mailto:contact@hackbrooklyn.org) to be received by the end of the Term.

Individuals and Teams are limited to one (1) Application for each Category in each Event. Additional Applications will not be considered.

**Event Categories (each a "Category" and, together, the "Categories") and are subject to change:**

1. Best Sustainability Hack
2. Best Education Hack
3. Best Accessibility Hack

4. Best Diversity Hack
5. Best Beginner Hack
6. Best Hardware Hack
7. Best Game
8. Best Use of Outside Information
9. Best Cloud Computing Hack
10. Best Musically Inclined Hack

#### **Scoring of APPLICATIONS:**

An employee or contractor of Brooklyn College, or any other person or entity deemed appropriate by Hack Brooklyn, will be responsible for judging Applications (the "Judge").

The Applications will be judged according to the following criteria and are subject to change:

1. originality/creativity (25%);
2. technical complexity (25%);
3. adherence to Theme (25%) and
4. practical implementation (25%).

The Application that earns the highest overall score at each Event 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 Sponsor for any length of time, in Sponsor's discretion. If a judge or Participant identifies to Sponsor 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. Applications may be subject to a due diligence review at any time for eligibility and compliance with these Terms.

**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 the Sponsor, 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 Sponsor 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 prizes and awards to be awarded are as follows and are subject to change:

The Participant, or team of Participants whose Application is awarded the highest score by the Judge in each Category will each receive the following (prizes may vary by location):

1. Best Sustainability Hack: Gift Bag
2. Best Education Hack: Gift Bag
3. Best Accessibility Hack: Gift Bag

4. Best Diversity Hack: Gift Bag
5. Best Beginner Hack: Gift Bag
6. Best Hardware Hack: Gift Bag
7. Best Game: Gift Bag
8. Best Use of Outside Information: Gift Bag
9. Best Cloud Computing Hack: Gift Bag
10. Best Musically Inclined Hack: Gift Bag

The odds of winning depend on the total number of eligible Entries received. No cash or other substitution of prizes is permitted, except at the sole option of Sponsor for a prize of equal or greater value. Sponsor will not replace any lost or stolen prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes.

Winners will be notified by conclusion of each Event and may be required to sign and return an affidavit of eligibility and publicity/liability release within seven (7) days of notification and if applicable will be issued a W-9 tax form. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not received within seven (7) days, or if such affidavit is incomplete or modified, 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 name, photo and/or likeness, biographical information, entry and statements attributed to Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsor' newsletters, Sponsor' websites, and any of the Sponsor' social media accounts or outlets without additional compensation.

Except where prohibited, by participating in the Contest, Participant consents to the sharing of information provided in the registration form for the Event with Brooklyn College and all of Hack Brooklyn's present and future sponsors and partners.

**Indemnity:** You agree to release, indemnify, defend and hold Sponsor and their parents, affiliates, subsidiaries, directors, officers, employees, Sponsor and agents, including advertising and promotion agencies, and assigns, 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 Sponsor' 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 SPONSOR 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 SPONSOR 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 Sponsor, 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.

Sponsor 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. Sponsor reserve the right to disqualify any Participant, as determined by Sponsor, in their sole discretion. These Terms are governed by the law of the State of New York, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Contest or the Terms must be brought in either the federal or state courts located in the New York, New York. Sponsor' failure to enforce any term of these Terms shall not constitute a waiver of that provision.

Winner's List: For a list of winners, send an email message to [contact@hackbrooklyn.org](mailto:contact@hackbrooklyn.org) with Winner's List as the email subject and Hack Brooklyn specified in the body of the e-mail.

We may, at any time, and at our sole discretion, modify these Terms and Conditions of Use, including our Code of Conduct, with or without notice to the User. Any such modification will be effective immediately upon public posting before, during, and/or after the event. Your continued attendance at the Event following any such modification constitutes your acceptance of these modified Terms. If you do not agree with the Terms and Conditions after any such modification, you should leave the Event immediately after any such modification.

Last updated February 2020

Credit: <https://github.com/MLH/mlh-policies/blob/master/prize-terms-and-conditions/contest-terms.md>