

## **TERMS AND CONDITIONS (PRELIMS)**

### **I. Hackathon Licence & Participation Agreement**

The Devbhoomi Cyber Hackathon License and Participation is an agreement between the Participant (Teams) and the Organizer (Uttarakhand Police) and states that the Participant has voluntarily agreed to share the codes/software/solution developed/presented by the Participant with the Organizer in the process of event. It is mutually agreed that the Participant has no objection to the Organizer reviewing/evaluating their work and making selections as per the discretion of the Jury. The solution (working application) will be made available to the Organizer in accordance with the instructions. If the Participant does not agree with the Terms and Conditions and the Official Rules, he/she/they will not be eligible for nomination and registration.

### **II. Scope**

The scope of the Devbhoomi Cyber Hackathon is to find feasible, practical and sustainable smart solutions for the daunting challenges faced during law enforcement. Uttarakhand Police is hosting the event on the dates stated in the proposal.

Participants at the event will be asked to respond to problem statements shared by the Organizer at the preliminary and the main events.

### **III. Intellectual Property and Licensing**

#### **A. Definitions**

1. The term “**Intellectual Property**” shall mean any (a) processes, methodologies, procedures, and trade secrets, (b) software, tools, scripts and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation and (d) all copyright, patent rights, design rights, layout-design rights, trademarks and proprietary information.
2. The term “**Participant’s Intellectual Property**” shall mean any and all Intellectual Property that is, or was authored, created, invented, reduced to practice, made and/or acquired by the participant at any time before the Hackathon, excluding Intellectual Property owned by UTTARAKHAND POLICE and/or the Hackathon Intellectual Property (as defined below).
3. The term “**Hackathon Intellectual Property**” shall mean all new Intellectual Property and any other work product created or developed by the participant during the Hackathon and for the purposes of the Hackathon and all proprietary rights in the foregoing.

#### **B. Ownership of Intellectual Property**

1. Nothing in these Terms shall affect any ownership rights to the Participant’s Intellectual Property. The relevant participant hereby agrees to grant to the Organizer a fully paid-up, non-exclusive, perpetual, irrevocable, royalty-free, and worldwide license to use the Participant’s Intellectual Property which is required for the Organizer to use the Hackathon Intellectual Property to the fullest extent possible. (The Participants developing these solutions will willingly handover the free license of the software/tool to Uttarakhand Police (if selected) & will not stake claim of the Intellectual Property rights or Copyright. The tool provided will be transferred for police use but will be non-exclusive. Hence the participants

agree to grant to Uttarakhand Police a non-exclusive, worldwide, irrevocable, royalty free and free license right to read, review, keep and judge the source code/software for selection to the main event.)

2. All Hackathon Intellectual Property shall vest in and be the absolute property of the Organizer, the participant shall not disclose, release or sell to any persons or otherwise deal with the same in any manner whatsoever without the Organizer's written consent.
3. All Hackathon Intellectual Property capable of vesting in accordance with point III.B.2 above without the need for any transfer or assignment to be executed by the person generating the same shall vest in the Organizer by virtue of point III.B.2 above alone without the need for any transfer or assignment. All Hackathon Intellectual Property capable of vesting in accordance with point III.B.2 above with the need for a transfer or assignment to be executed by the person generating the same shall be arranged by the relevant participant to be vested in the Organizer with the necessary transfer or assignment at no additional charges or cost.
4. The participant shall do all things necessary to ensure that all Hackathon Intellectual Property (other than those already vested in the manner described in point III.B.3 above are fully vested in the Organizer in accordance with point III.B.2 above. The relevant participant further warrants that he/she/they shall have the authority to transfer or assign such Hackathon Intellectual Property to or otherwise vest such Hackathon Intellectual Property in the Organizer when called upon by the Organizer to do so.
5. In case, the Participant fails to qualify for the main event, he/she/they will not stake claim of any copyright infringement/patent violation/knowledge-sharing dispute for the solutions submitted during the preliminary round for evaluation. (In case, the participant fails to qualify for the main event, then the participating team agrees that it will not stake claim of copyright infringement/patent violation/knowledge sharing dispute for the solutions submitted for the preliminary round)
6. The Participant will remain the owner of the solution and can further improve the version. Any extension developed by the Participants shall be owned by him/her/them ("Participantextension") but such an addition to the solution would be allowed only after the Hackathon. (The developer will remain the owner to further improve their version and use for its own purpose. Any extension developed solely by participants shall be owned by participants ("Participantextension") but that will be allowed after the conclusion of the hackathon.)

Section A and Section B of this 'Intellectual Property' clause shall survive the cancellation, end/expiration or termination of the Hackathon.

### **C. Preservation of your Intellectual Property**

You shall be solely responsible to and expected to perform to the utmost care to protect your Intellectual Property that you use, present and/or share during the course of and/or in relation to the Hackathon.

### **IV. Indemnities**

To the maximum extent permitted by law, you will be responsible for (and you agree to defend, indemnify and hold harmless the Organizer, its staffs/employees, directors, affiliates, other partners and/or sponsors of the Hackathon from and against) any and all claims, actions, suits or

proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from:

- a) any material(s) (including the Application) uploaded or otherwise provided by you that defames any person or infringes another person's rights, including any copyright, trademark, trade secret, trade dress, patent or other Intellectual Property right, or any rights of publicity or privacy;**
- b) any misrepresentation made by you in connection with the Hackathon;**
- c) any non-compliance and breach by you of these General Terms and the representations and warranties set forth herein;**
- d) claims brought by persons or entities arising from or related to your involvement with the Hackathon;**
- e) your acceptance, possession, misuse or use of any prize or participation in any Hackathon-related activity or participation in the Hackathon, including but not limited to statutory and common law claims for misappropriation or right of publicity; and/or**
- f) any malfunction or other problem with the Hackathon web site(s) and/or platform(s) caused by your use or your material (including the Application) submitted in or your participation in the Hackathon.**

## **V. Limitation of Liabilities**

To the maximum extent permitted by law, in no event will the Organizer be liable to you for:

- a) any circumstances beyond its control, including any Force Majeure Event(s), act or default by a third-party supplier (such as the actions of any hosts or cancellations, delays, diversions or substitution or any other acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any related services or accommodations);
- b) any postponement or cancellation of the Hackathon;
- c) failure by any winner to take advantage of a prize due to health or any other reason;
- d) any loss, injury, claim or damage suffered by you in connection with or as a result of your participation in the Hackathon, unless such loss, injury, claim or damage is solely and directly caused by the Organizer; and/or
- e) any special, indirect, incidental, consequential damage of any nature whatsoever including any loss of profits, loss of revenue, contracts, anticipated savings or business, pure economic loss, loss or corruption of data, loss of opportunity and/or expectation loss.

In this respect, 'Force Majeure Event' shall mean an event which is beyond the reasonable control of the Organizer which affects and frustrates the implementation of the Hackathon without fault or negligence of the Organizer and the Organizer is unable to perform its obligations despite implementing reasonable efforts and shall include acts of God, interference by civil or military authority, riots, civil disturbance, terrorist activity, wars, strikes, fires, floods, epidemic, national or widespread health quarantine, or other catastrophes.

**We, the Participants agree to the above terms and conditions.**

