

HACKABOUT RULES

Introduction

#Hackabout-2016 is a Hackathon event conducted at and in collaboration with Manipal University, Manipal and “Philips” through the Philips Innovation campus at Bangalore

The term “Philips” includes Philips India Ltd and its affiliates (“Philips”).

- By entering the competition, the participants agree that they shall abide by the following terms and conditions as detailed in the following paragraphs.
- The term Philips includes, Philips and its affiliates.

The term “affiliate” shall mean, in relation to either Party, any legal entity which is directly or indirectly (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, an entity is controlled if more than 50% (fifty per cent) of its voting stock is owned by the controlling entity or if such controlling entity has the ability to direct the business activities of the entity or to appoint the majority of the directors of the entity concerned. For the purposes of this Agreement, Philips Lighting N.V., as well as any legal entity directly or indirectly owned or controlled by Philips Lighting N.V. shall be deemed not to be an Affiliate of Philips.

Mission:

- The goal of the Competition is to design and prototype a solution that enables to solve the identified problem using the data provided by Kasturba Medical College (KMC) Manipal to enable better-informed clinical decisions, more personalized care and improve/ benefit healthcare services in India (“solutions”).

General rules:

1. Eligibility:

- 1.1 The Competition is open only to students of Manipal University (Manipal), India
- 1.2 The participants shall take full responsibility for reporting any prizes or gifts they may receive as a result of participating in the Competition as mandated by law or as per the rules of the organization they are associated with.
- 1.3 The participants, by way of their own initiative shall ensure that they have all prior appropriate, approval or authorizations required to participate in the event remain solely with the individual participants.
- 1.4 Please note that, the Employees, officers, directors and contractors of “Philips” and/or any member of their immediate family (i.e., a spouse, parent, grandparent, child or grandchild) and hackathon event partners are not eligible to participate.

2. Registration –

Starting date: 16th Aug 2016 and Closing date: 01st Sep 2016

Process for submitting entries: Go to the portal

<http://soisportal.mahe.manipal.net/hackabout2016/> and register yourself.

3. Team constitution

3.1 Minimum: 2 participants,

Maximum : 5 participants

Entries shall be submitted by groups of two to five (2 to 5) individuals (a “Team”).

- 3.2 Each Team shall designate a single member of the Team who will serve as the Team’s sole representative for communications and all other purposes in connection with the Competition (the “Team Leader”). By default, the person whose name is listed at the top in a team’s submission is considered the team leader
- 3.3 The Team Leader may further designate one of the members of the Team to act on his/her behalf in connection with the competition (the “Team Co-leader “.)

3.4 The team has to identify a leader when they register their entry.

All agreements, consents, representations and warranties made or given by a Team Leader herein or otherwise in connection with the competition will be binding upon all members of the pertinent Team as if made by each such member.

3.5 Registration and participation is FREE.

4 **Tools provided:** All team participants shall use the Data Science Platform (DSP), a component of the Philips HealthSuite Digital Platform (HSDP).

5 Key expectations from the solutions:

- a) The solution created shall be original code from the team.
- b) All participants shall be willing to use the platform, tools, algorithms provided.
- c) The participants shall not showcase / share solutions of any “third party” as they may be proprietary or confidential or may be intellectual property of any third party.
- d) The solutions developed and showcased shall not include information or content that are false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawful, harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, or any third party whether intentionally or otherwise.
- e) The solutions do not include any malicious malware, spyware, viruses or similar harmful code or content.

5. Other general rules

5.1 Each team participating shall retain a copy of the Submissions they have made for the competition.

5.2 All Submissions shall comply with the following content restrictions:

- a) The Submission shall not contain information or material that violates or infringes upon third party rights, including but not limited to privacy, publicity, trade secrets or other forms of intellectual property- or property- related rights;
- b) The Submission shall not contain footage, images or artwork not created by entrant

- c) The Submissions shall not contain material that is inappropriate, indecent, obscene hateful, defamatory, slanderous or libelous;
- d) The Submission shall not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- e) The Submission shall not contain material that is unlawful, or in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- f) By entering, each Participant represents and warrants that :
 - the participant's submission and all components thereof, including all ideas, creative elements and any other materials and information contained in the submission are original ,
 - (ii) no person or entity outside the team has collaborated with the participant in creating the submission, provided any material or information for inclusion in the submission, or has any ownership rights in and to the submission or any component or part thereof (note: an participant that is a team warrants and represents that no person who is not a team member collaborated with the participant, provided any material or information, or has any ownership rights in and to the submission.
 - (iii) Participant has the exclusive, unconditional right and authority to submit the submission and to rights set forth herein
 - (iv) The Submissions shall not contain any material that Philips, at its sole discretion, deems inappropriate for public viewing and/or determine is contrary to its mission or reputation. Philips reserves the right in its discretion to disqualify and/or not accept any Submission that Philips determines does not or is likely not to comply with these guidelines, to make such changes to any Submission as deemed necessary to make it compliant, or to insist the Participant do so.
 - (v) the Participant's Submission complies with these Terms and Conditions in full.

6. Assessment of submissions and selection of winners (Judging criteria)

6.1 A panel of judges (the “Panel”) comprising of one leader from Philips and one leader from Manipal University will review all submissions to identify those that are complete and otherwise appear preliminarily to satisfy the entry requirements set forth herein.

- Submissions that appear preliminarily to be complete and to satisfy the entry requirements will be judged based on the Judging Criteria.
- A jury of judges comprised both of Philips’ designees and industry leaders selected by Philips will score all submissions that qualify based on the Judging Criteria. Depending on the number of registrations, Philips will decide how many panels need to be formed.
- Each panel will judge at the most 10 solutions on 12th Sep 2016. Once all the panels score each of the submissions, Philips co-ordinator will consolidate the scores to determine the top scoring solutions.

7. Announcement of Winners and runners up.

The Winners of this event will be notified on the 12th Sep 2016.

The Participants from each team shall make it convenient to be present during the announcement.

8. Prizes:

1st Prize : Cash of INR. 1,00,000/- (Rs. One Lakh only) shall be awarded for each team and a “Certificate of merit” shall be given to each participant

2nd Prize : Cash of INR. 75,000/- (Rs. Seventy Five thousand only) shall be awarded for each team and a “Certificate of merit” shall be given to each participant.

9. Grant of Rights:

9.1 By entering, each participant grants to Philips and their affiliates an irrevocable, royalty-free right to publish, disseminate their names, pictures, videos etc, which includes the participants and /or their biographical information o without further notice, permissions or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of the

competition and promotion of Philips and its activities without prior consent, notice or compensation.

9.2 By entering, each participant grants to Philips and its affiliates a non-exclusive, irrevocable, royalty-free license to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, information about the submission and the Project, including without limitation posting information about the submission and/or the Project on the Site (or such other Sponsor designated on-line environment), in connection with the execution and promotion of the competition and the promotion of Philips and its activities, without further consent, notice or compensation.

10 IP ownerships and licensing:

10.1 By agreeing to participate in this event, it is understood that the participants grant to Philips the “Right of first offer” to invest in, develop, co-develop, collaborate, take to market, license-in , license out and/or otherwise explore/ exploit or other wise use the submissions, including any intellectual property therein, subject to the terms of the following paragraphs.

10.2 The “Right of First Offer” implies that the participants of submissions which may also include underlying intellectual property and that may be of potential value/ interest to Philips / affiliate companies, shall be notified regarding Philips potential interest in discussing the submission further with the participants/ submitters concerned within a period of 60 days from the declaring of results/ winners.

10.3 If Philips fails to correspond back to the participant within 60 business days of the hackathon event (declaration of results/ winners), then participant(s) shall be free to negotiate with any third party with respect to the submissions .

Negotiation of commercial terms of the technology piece:

10.4 If and when Philips expresses interest on any of the submissions, the participants understand and acknowledge that Philips will have the first right and option ("Right of first negotiation") to negotiate terms for example for commercial license , development , co-development etc which may include jurisdictions world -wide.

10.5 Philips may exercise its right to negotiate a license to any of the submissions or underlying trade secrets or other forms of intellectual property right by notifying the participant in writing within ninety (90) days of the initial communication of interest as mentioned in para 10.2 above.

10.6 If Philips exercises its right of First Negotiation Option, participant(s) and Philips shall negotiate the terms of any license(s) as mutually agreed.

11 DISPUTE RESOLUTIONS

11.1 These Terms and Conditions shall be governed by and interpreted under according to the applicable laws in India, at the courts of Bangalore.

11.2 Philips shall not be responsible / liable for disputes that arise relating to intellectual property ownership on account of the submissions made by the participants in the Hackathon. Any such dispute will have to be handled by the participant(s) on their own expenses / resources.

11.3 If a dispute arises concerning intellectual property ownership, Philips will not be liable or responsible in any way to mediate or resolve the disputes

11.4 Participant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in connection with the Competition o shall be resolved individually by individual participants/ teams, and without resort to class action/Public interest litigation (PIL).

11.5 By entering, each participant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief against Philips.

12 Liability

- 12 .1 Philips is not liable / responsible for, any claims or liability relating to, any loss or damage to the participants whatsoever.

13. Indemnity

13.1 By submitting an entry, each Participant agrees to indemnify, hold harmless and defend Philips from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Participant's participation, any use by Philips of the Participant's Submission and/or the exercise by Philips rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Participant's Submission. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Submission, Philips shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any prize.

14. Representations & Warranties:

Participant represents and warrants that he/she:

- 14.1 has the right to make a Submission as contemplated hereunder without the need of any consent of any third party;
- 14.2 Will abide by these Terms and Conditions and all applicable laws and regulations;
- 14.3 If Participant is a Team Leader, that participant has the full right and authority to make the submission and to agree to accept and abide by these Terms and Conditions on behalf of the Team, and that each Team member will abide by these Terms and Conditions;
- 14.4 Participant is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict making a Submission or becoming a Winner.

15. Release of Claims:

By submitting an entry, each participant releases Philips from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Participant's participation in this competition, any use by Philips of the Participant's Submission and/or the exercise by Philips of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Participant's Submission and claims for injury, loss or damage of any kind resulting from the Participant's participation in this competition or acceptance or use of any prize.

16. Limitation on Exploitation of Materials:

Each participant acknowledges that Philips may have engaged and continue to engage in the development, production, acquisition and dissemination of materials that may be similar or identical to the Participant's Project or Submission. Philips may use information about the Participant's Submission in whole or in part, without any payment or other obligation whatsoever to the Participant, if the Participant's Submission

(a) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws,

(b) has been made public by anyone at the time of its submission to Philips or otherwise is in the public domain,

(c) would be freely usable by a third person if it had not been accepted as a Submission, or

(d) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that has been independently created by either Philips or any third party.

Acceptance by Philips of a Submission is not to be construed as an admission by Philips of the novelty or originality of the Submission.

16. Privacy:

By submitting an entry for the Competition you, the Participant, agree to the Philips privacy terms found at <http://www.philips.com/privacynotice/index.page>

17. General Terms:

All relevant Indian laws and regulations apply.

Philips reserve the right at their sole discretion to disqualify any individual who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of Philips, and/or to cancel, modify or suspend this competition should entrant fraud or misconduct or other causes beyond the control of Philips corrupt the administration, integrity, security or proper operation of the competition. Without limitation of the foregoing, Philips reserve the right to terminate, modify or suspend this competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. Philips is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, mis-delivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Caution: Any attempt by an entrant to deliberately damage any Web site or undermine the legitimate operation of the competition is a violation of criminal and civil laws and should such an attempt be made, Philips reserve the right to seek damages from any such entrant to the fullest extent of the law. Philips is not responsible for any typographical or other error in the printing of the offer, administration of the competition, or in the announcement of the prize. These Terms and Conditions set forth the entire agreement and understanding between Philips and you, the Team and/or the Participant concerning the

subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, Philips reserve the right, at their sole discretion, at any future time to terminate, modify or suspend the competition for any reason, in Philips sole discretion. All notices shall be in writing and shall be delivered to Participant in accordance with instructions contained herein. Participant shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Philips' failure to enforce any of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Sections of these Terms and Conditions are for convenience only and shall not be given any legal effect. The word "including" is used in these Terms and Conditions to mean "including but not limited to."

18. GENERAL DISCLAIMER:

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL PHILIPS BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SPONSOR PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

< _____ >