**TERMS & CONDITIONS FOR PARTICIPATION IN**

**“SWARM & SEARCH AI: CAPTURE THE FLAG 2021”**

**UK PARTICIPANTS ONLY**

1. **GENERAL**
   1. These Terms and Conditions are applicable to all UK Participants of the “SWARM & SEARCH AI: CAPTURE THE FLAG 2021.”
   2. Participation in the Event implies full acceptance without reservation of these terms and conditions.
   3. The Aerospace Systems group, are hosting, on behalf of Defence Science & Technology Lab (Dstl) an Artificial Intelligence Competition called “Swarm & Search AI: Capture the Flag” (hereafter referred to as “Event”).
   4. The Event is being organised by the Secretary of State for Defence acting through the Defence Science and Technology Laboratory (hereafter referred to as “Organiser”).

* 1. The Event is free of charge to participate and without any purchase obligation by the Organiser.
  2. The Event is open to all individuals (hereafter referred to as “Participants”) who can meet the following criteria:
     1. who have the age required by law in their country of residence to enter this Event;
     2. who have their own computer hardware in working order throughout the duration of the Event;
     3. who have relevant technical skills such as programming, engineering, algorithm development or design skills (individuals do not need all of these although the team entering together will require an appropriate mix of skills).
  3. Participation in the Event is strictly personal and the Participant cannot, under any circumstances, be replaced.
  4. The Organiser and Participant are collectively referred to as “Parties” or in the singular as “Party”.
  5. The terms and conditions and any disputes in connection with them shall be governed by, construed and take effect in accordance with United Kingdom law.
  6. The Participant shall comply with all applicable Legislation, whether specifically referenced in these terms and conditions or not. (Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.)
  7. Any variation to these terms and conditions shall have no effect unless expressly agreed in writing and signed by both Parties.
  8. If there is any inconsistency between these terms and conditions and the associated documents/weblinks expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

(1) the terms and conditions;

(2) the documents/weblinks expressly referred to in the agreement.

* 1. Neither Party shall be entitled to assign these terms and conditions (or any part thereof) without the prior written consent of the other Party.

1. **OBJECTIVE OF THE EVENT**

The objective of the Event is to develop, in teams, over a limited amount of time, innovative solutions to a number of problems given in the form of challenges.

1. **PARTICIPATION PROCESS**

This is as outlined on the https://www.labhack.org/ website.

1. **EXPENSES**

The Organiser is unable to support or make payment for any Participants expenses.

1. **MODIFICATION, INTERRUPTION AND TERMINATION OF THE EVENT**

The Organiser reserves the right to cancel or modify the event, if necessary, with any major changes including where cancellation is due to unforeseen consequences, communicated in reasonable time. The Organiser shall not be liable for any costs or time incurred due to cancellation of the event.

1. **FRAUD AND BRIBERY**
2. The Organiser may cancel all or part of participations in the Event if it appears that fraud has occurred in any form whatsoever, including computer fraud, during the Event. The Organiser reserves the right to disqualify the Participant from the Event or to bring actions against the authors of these frauds. The Organiser shall not incur any responsibility towards the Participants because of the committed fraud.
3. Where the Organiser becomes aware that a Participant has offered, promised or given to anyone linked to the organisation of this Event, any gift or financial or other advantage of any kind as an inducement or reward; commits or has committed any prohibited act or any offence under the Bribery Act 2010, the Organiser shall disqualify that Participant from the Event.
4. **LIABILITY**
5. Subject to Clause 7 b) and c), the Participant’s liability to the Organiser in connection with these Terms and Conditions shall be limited to £5m (five million pounds).
6. Nothing in this agreement shall operate to limit or exclude the Participant’s liability for any interest payable in relation to the late payment of any sum due and payable by the Participant to the Organiser under this agreement or under Clause 8 – Intellectual Property.
7. Neither Party limits its liability for:
   * 1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
     2. fraud or fraudulent misrepresentation by it or its employees;
     3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
     4. any liability to the extent it cannot be limited or excluded by law.
8. The rights of the Organiser under this agreement are in addition to, and not exclusive of, any rights and remedies provided by general (including statue and common) law.
9. Subject to Clause 7 c), neither Party shall be liable to the other Party or any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
   1. Indirect loss or damage;
   2. Special loss or damage:
   3. Consequential loss or damage;
   4. Loss of profits (whether direct or indirect)
   5. Loss of turnover (whether direct or indirect);
   6. Loss of business opportunities (whether direct or indirect); or
   7. Damage to goodwill (whether direct or indirect).

Even if that Party was aware of the possibility of such loss or damage to the other Party.

1. Subject to Clause 7 c), the Organiser shall not be liable to the Participant or any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise, even if foreseeable, arising under or in connection with use of, inability to use, or reliance on the Multi-Agent Simulation Suite (MASS) Software or any of its content.
2. **INTELLECTUAL PROPERTY**

By participating in the Event, Participants hereby agree to the Intellectual Property clause outlined on the <https://www.labhack.org/> website.

1. **IMAGE RIGHTS**
2. The Participants may be filmed or photographed during the event. By joining the Event, the Participants agree to the use and the distribution of their image by the Organiser, including for promotional events occurring after the Event. The production and distribution of films and photographs of the event will not lead to any compensation of the Participants.
3. Photographic, audio or video recordings may be used for the following:

* Presentations;
* Courses;
* Online/Internet Videos;
* Media;
* News (Press).

1. The Participants understand that photographic or video recordings of their image may be electronically displayed via the Internet or in the public educational setting.
2. In the event that the Participants photographic or video recordings are to be used for any purpose other than those listed above, the Participants will be consulted for permission for this usage.
3. In the event that Participants wish to opt out of participating in any promotional efforts by the Organisers, please send an email to [Swarming\_Hackathon@dstl.gov.uk](mailto:Swarming_Hackathon@dstl.gov.uk) detailing your request.

1. Participants have the right to access, update and/or obtain deletion of their data by a request directly to the Organiser, using the e-mail address [Swarming\_Hackathon@dstl.gov.uk](mailto:Swarming_Hackathon@dstl.gov.uk)
2. Participants are informed that the Organiser’s intend to retain Personal Data, photographic and video recordings for 7 years.
3. **ACCESS TO SOFTWARE**

Participation in the Event will require Participants to agree to the software license agreement for Multi-Agent Simulation Suite (MASS). Full details are available on [www.labhack.org](http://www.labhack.org)

1. **PROTECTION OF PERSONAL DATA**
2. The collection of your Personal Data is primarily intended to allow event attendance. It will allow the Organiser to contact participants with information relating to the event.
3. The Participant and Organiser undertake to comply with its obligations under Data Protection Legislation (a) the General Data Protection Regulation (Regulation (EU) 2016/679);the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy; and c. all applicable laws about the processing of personal data and privacy.
4. The Organiser will not share your data with any third party organisations without your expressed permission.
5. Participants have the right to access, update and/or obtain deletion of their data by a request directly to the Organiser, using the e-mail address [Swarming\_Hackathon@dstl.gov.uk](mailto:Swarming_Hackathon@dstl.gov.uk)
6. Participants are informed that the Organisers intend to retain Personal Data, photographic and video recordings for 7 years.
7. **RESPONSIBILITY**
8. The Organiser reminds Participants about the characteristics and limits of the Internet network and declines any responsibility regarding any consequence that may occur while they are connected to the Internet network on the event websites and during their participation in the Event.
9. The Organiser shall not be made responsible if Participants cannot connect to the website of the event due to a technical fault or in the event of any problem linked namely and not exclusively to:
10. network overload ;
11. an electric or human error;
12. any malicious intervention;
13. an issue related to a phone line;
14. an issue related to hardware or software;
15. a hardware or software malfunction;
16. a case of emergency; or
17. disruptions that may affect the smooth running of the Event.

1. It is the Participant’s responsibility to take the appropriate measures to protect his/her own data and/or software located on his/her computer equipment, against any violation. The Participant’s connection to the event websites and their participation in the Event is made under their own sole responsibility. The Organiser shall not be held responsible for any infection by potential viruses on the Participant’s computer equipment, or of the intrusion of a third party on their system.
2. The Organiser shall not be held responsible if, for any reason, data related to a Participant’s registration doesn’t reach the Organiser or is illegible or impossible to process.
3. The Organiser reserves the right to exclude any Participant or person disrupting the smooth running of the Event, anyone suspected of cheating, falsifying, or disrupting the process described in these Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organiser to have disrupted the Event in any of the ways stated above, will be excluded from the Event.
4. **DISPUTE RESOLUTION**
5. The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to these terms and conditions through negotiations between the respective representatives of the parties having authority to settle the matter, which attempts may include the use of any Alternative Dispute Resolution (ADR) procedure on which the parties may agree.
6. In the event that the dispute or claim is not resolved by negotiation, or where the parties have agreed to use an ADR procedure, by the use of such procedure, the dispute shall be referred to arbitration.
7. **TRANSPARENCY**
8. Subject to Clause 14.d, the Participant understands that the Organiser may publish Transparency Information to the general public.
9. Transparency Information means the content of these terms and conditions in its entirety, including from time to time agreed changes to the terms and conditions, and details of any payments made by the Organiser to the Participant under these terms and conditions.
10. The Participant shall assist and cooperate with the Organiser to enable the Organiser to publish the Transparency Information.
11. Before publishing the Transparency Information to the general public the Organiser shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Commercially Sensitive Information.
12. The Organiser may consult with the Participant before redacting any information from the Transparency Information. The Participant acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Organiser shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
13. For the avoidance of doubt, nothing in this Clause 14 shall affect the Participants rights at law.