

# HackTrain Powered by InnoTrans

## Terms & Conditions

### Participant Agreement

Please note that by choosing to participate in the hackathon, all participants agree to abide by The HackTrain terms and conditions. These can be found below for your review.

#### **PARTIES**

1. Hack Partners Limited the owning company of the registered trademark 'HackTrain', incorporated and registered in England and Wales with company number 09274301 whose registered office is at WeWork Old St., 41 Corsham Street, London, N1 6DR, United Kingdom (the "Organiser").
2. Participant of The HackTrain Powered by InnoTrans (the "Participant").

#### **RECITAL**

1. Participant wishes to attend The HackTrain Powered by InnoTrans (the "Event"). The Event is taking place between 18th - 21st September 2018 (the "Event Date") in Berlin, Germany.
2. The Event is a 48-hour hackathon with a focus on transport technology which may include travel on trains. Engineers, designers and entrepreneurs from around the world will travel to Berlin, Germany to participate in an immersive competition building new technology.
3. The objective of the Event is to drive innovation in the railway industry and develop solutions to solve issues/problems or enhance customer experience and increase operational efficiency in railway and related industries.
4. In order to participate in the Event, Participant must agree to the terms of this agreement set herein.

#### **General Conduct**

1. Participant will treat all other Participants in a professional manner. Participant will respect other Participants; harassment and/or discrimination of any kind will not be tolerated.
2. Participant must listen and respect Organiser at all times and comply with any and all reasonable requests from Organiser that may be made to Participant in order to run the Event.

#### **Competition Rules**

1. Teams must be comprised of between three (3) and four (4) individuals.
2. All code, design, art, music, SFX, and assets must be created during the Event Date.

## **Intellectual Property Rights**

1. All Intellectual Property Rights and all other rights developed for the Event and/or the marketing and promotion thereof ("Event Materials") shall be owned by Organiser, except Intellectual Property Rights in materials created by the Participants, which shall be owned by the Participants.
2. Participant hereby grants to Organiser a non-exclusive, royalty-free, perpetual licence throughout the world via any means now known or hereafter devised to use the Event Materials for its corporate purposes, including without limitation, use in any internal newsletter, press releases, corporate events and/or social media of Participant. Participant shall expressly release the use of their voice, image and likeness in the Event Materials for the purpose of this Clause. Organiser may grant use of this license to Event Sponsors. The license may be used:
  1. for use in whole or in excerpts of the images representing the Participant, with the addition or removal of all sounds, texts, inlays, or modifications by any means (such as blurring or cropping), in particular to take into account technical and/or legal constraints; with incorporation of hyperlinks to index the Images or any other form of interactive consultation;
  2. for the following methods of exploitation:
    1. through any existing or future process for communicating online and broadcasting on all fixed or mobile networks such as in particular Internet, including the social networks of the aforementioned companies (excluding the social networks of the authorised providers);
    2. on existing or future paper and all recording media, including, in particular digital media;
    3. through posting in public places including in particular 4x3 station billboards;
    4. in connection with newspaper reports, conferences, or meetings, fairs, forums, or training programmes;
    5. through incorporation into a multimedia work, regardless of the media involved;
    6. through any German or foreign adaptations or translations.
  3. for use in whole or in excerpts of the images representing Participant, with or without Participant's first name and/or surname.
3. Participant is granted a restricted and revocable licence to use Sponsor Materials as selected by Organiser solely for the purpose of their participation in the Event and during the Event Date only. All participants must cease using any Sponsor Materials in any way after the end of the Event or the Event Date.

## **Sponsor Data**

1. Participant claims no ownership to all data (including without limitation, datasets, statistics and any other data) provided to Participant for the Event ("Sponsor Data").
2. Participant shall:

1. not use, directly or indirectly, any such Sponsor Data for any purpose other than fulfilling its obligations under this Agreement;
2. not use Sponsor Data for any commercial purposes unless otherwise separately agreed;
3. limit API calls to only that that is necessary and use API servers in a fair manner;
4. not request data they do not require;
5. cache data whenever possible and refresh cached data only when it expires or a cache miss is hit;
6. not use Sponsor Data in a manner that could be deemed disrespectful by a reasonable person;
7. not misrepresent the data;
8. not disclose Sponsor Data or give access to Sponsor Data to third parties for any purpose; and
9. on termination of this Agreement, return or destroy any materials in its possession or control, including all copies thereof, containing Sponsor Data.

#### **Defaulting on Participant Agreement**

1. Participant must act in good faith towards Organiser at all times.
2. Participant must immediately report to Organiser if themselves or another Participant has defaulted on any Clauses in this agreement.
3. Participant acknowledges and accepts that if they default on this agreement they may be required to:
  1. leave the Event immediately; and
  2. provide personal technology items used during the Event for inspection by Organiser.

#### **General**

1. Participant agrees the terms and conditions of this Agreement supersede all proposals, written or oral, as well as other communications between Organiser and Participant relating specifically to this arrangement.
2. Participant acknowledges and agrees that Organiser reserves the right, at any time, to modify, add to, delete from, alter, or update these Terms and Conditions ("Changes"), and you agree to be bound by such Changes. Changes shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to posting on this Site or by electronic or conventional mail. You agree to regularly review the Terms and Conditions posted at this Site and to be aware of Changes. Your use of this Site following any Changes constitutes your agreement to follow and be bound by these Terms and Conditions as changed.