

CODE:IoT 2017 HACKATHON | OFFICIAL RULES

The Hackathon Code:IoT 2017 Event (“Hackathon”) is coordinated by the IBM Watson IoT Center in Munich being represented by IBM Deutschland GmbH, IBM-Allee 1, 71139 Ehningen, Germany (“IBM”). The Hackathon encourages developers to create new and innovative solution ideas for the Internet of Things using the IBM Watson IoT Platform services hosted on the IBM Bluemix public cloud platform-as-a-service offering.

Eligibility

The Hackathon Contest (the “Contest”) is open to individuals or teams of individuals who are at least 18 years of age (adults) as of the time of entry and must be legally entitled to be present at the location in Munich for the duration of the event.

By registering for the Hackathon you are confirming that you have reviewed and acknowledge these Official Rules.

Participants are collectively “Team Members.” If a team is entering the Contest, the team must appoint and authorize one individual (the “Team Captain”) to represent, act, and enter a submission on the team’s behalf. By entering a submission on behalf of a team, the individual warrants that he/she is the authorized representative to act on behalf of said team.

By participating at the Hackathon itself, participants fully and unconditionally agree to be bound by these Official Rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

The Contest is neither open to employees, representatives, temporary employees, freelancers and representatives of any IBM company nor any judge.

Sponsors

The Contest is sponsored by :-

- (i.) IBM,
- (ii.) Texas Instruments, 12500 TI Boulevard, Dallas, Texas 75243 USA, and
- (iii.) UnternehmerTUM GmbH, Lichtenbergstraße 6, D-85748 Garching, Germany.
- (iv.) Provinzial Rheinland Versicherung AG, Amtsgericht Düsseldorf HRB 41241, Germany

Sponsors will contribute by promoting the Contest through their ecosystem and partners as well as providing mentors and/or a judge who joins the judging panel.

Prizes

The prize is non-monetary. The winning solution (the “Solution”) of each of the ‘opt-in’ Hackathon Challenges will receive the opportunity to be showcased after the Contest in the Watson IoT Center in Munich. The showcase will include a display of the Solution and the ability for it be demonstrated to clients and visitors at the Watson IoT Center in Munich. In addition, as a further opportunity, the best developed examples are invited to give permission for their ideas to be submitted as 'code journeys' (*developer.ibm.com/code*)

Prizes are non-transferable. No substitutions for winners. If selected, winners agree to participate in public relations events or interviews, as determined by IBM in its sole and absolute discretion. Any participant who terminates their relationship at any time prior to awarding of prize (if applicable) for any reason is no longer eligible and forfeit any prizes and all Contest rights and eligibility.

Conditions

Participation in the Contest and/or acceptance of prize constitutes each participant's and/or winner's permission for IBM to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, entry and/or any statements made by each winner regarding the Contest or IBM for advertising and promotional purposes worldwide in any existing or newly created media without notice or additional compensation, except where prohibited by law. All persons present give their consent to being photographed or filmed in the Contest. They also give their consent to the public use of the photos and/or videos in connection with the Contest and to public reporting about the Hackathon by IBM and the Sponsors.

By participating, to the maximum extent permitted by law, entrants and winners agree to release and hold harmless IBM, its subsidiaries, affiliates and related companies, partners and promotion and advertising agencies, and each of their respective officers, directors, employees and agents (collectively, the “Contest Entities”) from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. IBM is not responsible if Contest cannot take place or delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. You acknowledge that the Contest Parties have neither made, nor are in any manner responsible or liable for, any warranty, condition, representation or guarantee, expressed or implied in fact or in law, relative to prize or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose.

How to Enter

No purchase is necessary to enter or win.

To enter the Contest, visit <https://codeiot.devpost.com>, during the Contest entry period, read the Official Rules, and follow the instructions that appear on the Contest instructions page. To be entered into the contest, you must register on the devpost website - <https://devpost.com> between Monday 25th September, and Wednesday 18th October and open a devpost account accepting the devpost terms of service.

The participants are solely responsible for their contributions and any publications they make. Any project content that is submitted as part of a registered project by 2:00 PM CET on October 22, 2017 will be considered during our selection process. Submitted projects must include demonstrable use of the Watson IoT Platform services on IBM Bluemix, along with other materials as desired to present the solution and its overall value proposition. All submissions must comply with the following content restrictions:

- i. submission code must be original,
- ii. be provided under the MIT license only (<https://opensource.org/licenses/MIT>);
- iii. must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, patent, or intellectual property- or property-related rights; the submission must not contain footage, images or artwork without the permission of the owner; and
- iv. must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where submission is created.

Limit is one entry per team. Subsequent entries will be disqualified. No automated entry devices and/or programs permitted. All entered tangible materials (e.g. documents, items) become the sole and exclusive property of IBM and receipt of entries will not be acknowledged or returned. IBM is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by IBM.

Selection Criteria for Winning Team

All projects that are registered by the deadline will be considered and judged by the executive judges of the Contest. Any project not considered relevant to the Hackathon theme will be disqualified. Judging will be equally weighted on the following seven criteria across five categories:

- Idea
 - How creative or innovative is the idea behind the Solution? Is it original?
 - How relevant is the Solutions use case? Is this going to solve a real market or business problem?
- Technology
 - To what extent does the solution exploit the capabilities of the Watson IoT Platform Services and IBM Bluemix
- Simplicity

- How is the user experience, compared to industry best practices? Is this Solution intuitive to use? Does the flow make sense?
 - How clear is the value of the Solution? How quickly does the Solutions value become apparent?
- Completeness
 - Does the Solution actually work? Did the team meet its own objectives for the Solution
- Presentation
 - How clearly did the team describe the solution and its value proposition

Judges have sole discretion and all decisions are final.

Additional Terms

IBM reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, IBM may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by IBM. IBM reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. IBM may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or IBM representatives. The terms and conditions of these Official Rules are subject to change at any time at IBM's sole discretion including the rights or obligations of the Team Members.

Any intellectual property rights connected to the submission, in particular copyright, stays with the submitting team/team member; IBM is granted a non-exclusive, worldwide, free of charge license for the purpose of performing the Contest as well as for show-casing and demonstrating purposes in the Watson IoT Center in Munich.

Limitation of Liability

To the maximum extent permitted by law, by participating, entrants and winners agree to release and hold harmless IBM, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, legal advisors, representatives, agents, successors, assigns, employees, officers and directors (collectively "Released Entities") from any and all liability, for loss, harm, damages, injury, cost or expense whatsoever including, without limitation, property damages and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action, provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or health/body injury shall not be.

Governing Law, Place of Venue

The Laws of the Federal Republic of Germany apply without regard to its conflicts of laws rules. Place of venue is Stuttgart, Germany.

Use of Data

IBM will be collecting personal data about entrants, in accordance with its privacy policy. Please review the IBM's privacy policy for Germany at <https://www.ibm.com/privacy/details/de/de/>. By participating in the Contest, entrants hereby agree to IBM's collection and usage of their personal information and acknowledge that they have read and accepted IBM's privacy policy.

List of Winners

Winners of the Hackathon Challenges will be notified at the event itself, or by e-mail within approximately twenty-four (24) hours after selection if they were unable to attend the presentation session at the event. If any potential winner cannot be contacted within two (2) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to an alternate (time permitting). Upon prize forfeiture, no compensation will be given. Winners may also be announced in the Hackathon community, on the devpost website and elsewhere in IBM communication.

Miscellaneous

If any provision of these Official Rules are or become partially void, or are held to be invalid or unenforceable in any respect, the parties will continue to be bound by the remainder the Official Rules, which shall be enforced to the full extent permitted by law. Furthermore, entrants agree that the parties shall replace the voided or invalid parts by provisions that are valid and have legal effect that correspond with those of such voided or invalid parts as much as possible, taking into account the content and the purpose of these Official Rules. In the event there is a discrepancy of inconsistency between disclosures or other statements contained in any contest materials and these Official Rules, the Official Rules shall prevail, govern and control.