



**Swift 2023**  
**Hackathon Terms & Conditions**

These Hackathon Terms and Conditions (“Agreement”) contain the terms and conditions applicable to your company’s (“Company”) participation in the Swift 2023 Hackathon (“Hackathon”).

1. Your Company may designate a team participating in the Hackathon (“Team”). Members of this team will be referred to as participants (“Participants”).
2. The Hackathon will take place virtually. Each Company be validly registered on [www.swift.com](http://www.swift.com) for the Swift 2023 Hackathon in order to participate. Swift reserves the right to reject the application.
3. The Hackathon will commence on 1<sup>st</sup> August 2023 and will end on 25<sup>th</sup> August 2023.
4. Each Team will manage on their own the Hackathon tasks to be completed, deadlines, and time allocation.
5. The Hackathon challenges, programme and all other practical details will be shared on the Hackathon Platform (or by email to the Hackathon participants if Swift deems necessary). See Section 7 (Hackathon Platform). General information about the Hackathon will be available at [www.swift.com](http://www.swift.com).
6. Each Team is permitted to propose a project, which is linked to a challenge of the Hackathon. The result of the project will be submitted to the Hackathon organisers (“Hackathon Submission”).
7. Hackathon Platform
  - a) Participants are expected to use their own hardware.
  - b) Swift will provide each Participant the ability to access the Hackathon platform (“Platform”) by the means of a User Interface, technical sandbox, and APIs for the business purpose of this Hackathon. The Platform is hosted by an independent company named “NayaOne” (NayaOne Limited, a company registered in England and Wales).
  - c) In the event where Swift would make available synthetic data via the Platform, the synthetic data may only be used for the purposes of the Hackathon, and any copies thereof which may reside outside the Platform must be deleted immediately after the Hackathon. All proprietary and intellectual property rights in synthetic data remain vested in Swift.
  - d) Participants will create an account (“Account”) on the Platform. Company shall ensure each Participant is personally responsible for maintaining the security of his/her Account (including the confidentiality of Participant’s username and password) and Company shall be fully responsible for all activities that occur under the Account and any other actions taken in connection with the Account. Company



must immediately notify Swift of any unauthorized use of Participant's Account or any other breaches of security known or suspected by Company.

8. Between 27<sup>th</sup> August and 1<sup>st</sup> September 2023, a panel of judges will evaluate all Hackathon Submissions. The panel will select a winner and a runner-up for each challenge.
9. Company grants Swift a royalty-free, non-exclusive, perpetual license to display, reproduce, use and distribute descriptions and overviews of the Hackathon Submissions on Swift's Sibos channels such as swift.com, Sibos.com, the Sibos App ("Sibos Channels"), by any means (e.g., audio, video, photography, printed materials, digital media).
10. Any intellectual property rights vested in the Hackathon Submission will be owned by the Company which has submitted it. Any use of third party information or third party intellectual property by Participants in the Hackathon may require permission or license to use from such third party. Swift is not responsible for such third-party license agreements or any breach thereof. This remains the sole responsibility of the Participants at all times.
11. Organisation of the Hackathon does not limit in any way Swift's right to develop or acquire similar, or competing software, products, processes or services. Company's Hackathon Submission will not directly be used to create a Swift product or service. However, as Swift currently provides and develops products and services related to the Hackathon's subject matter, it is possible that future products and services may present similar characteristics to Company's Submission. Company acknowledges that this may be the case and will not challenge any IP rights, request a financial compensation from Swift and its affiliates or rights of ownership on a Swift product or service as a result of this. Company grants to Swift a perpetual royalty-free non-exclusive license to use, modify, alter and commercialize Company's Hackathon Submission.

**Residuals.** For the avoidance of doubt, Swift may use general knowledge acquired during the Hackathon and other residual information for any purposes, including without limitation use in development, manufacture, promotion, sale and maintenance of its products and services. Residual information means any information that is retained in the unaided memories of Swift or its affiliates' employees, consultants, or contractors who receive access to the Hackathon information.

12. Company may use any materials or information provided by Swift in connection with Hackathon only for the purpose of participation in Hackathon. After Hackathon Company may not use any materials or information provided by Swift for Hackathon.
13. To the extent permitted under applicable law, Swift's total aggregate liability under this agreement and in connection with Hackathon shall only include direct damages suffered by Company whether in contract, tort or otherwise and shall not exceed one thousand euros (1000 EUR). Any consequential, special or indirect damages suffered by Company, or punitive or exemplary damages, are excluded.
14. Company agrees to indemnify, defend and hold Swift harmless against any and all third-party claims, losses, liabilities, damages, costs, and expenses arising out of (i) in



connection Hackathon and (ii) any claims that the applications, tools, webpages, materials and demos developed by Participants and Company (whether in object or source code form) in connection with Hackathon infringe any copyright, patent, trade secret or other proprietary right of a third party.

## 15. Data Protection

- a) Company acknowledges and agrees that Swift reserves the right to, subject to applicable laws and regulations, process personal data relating to the Company's staff members, agents or contractors, such as contact details, company, position, country, for purposes relating to the organization and management of the Hackathon, including registration, administration, security management performance analytics, and more generally, for the performance of its obligations under this Agreement and the enjoyment of its rights and remedies. Swift has a legitimate interest in processing personal data to allow the Hackathon's organization, secure and smooth running. In this regard, Swift will only process personal data in accordance with the present section and the Hackathon Privacy Statement in appendix 1 and available in the Hackathon Platform.
- b) Company acknowledges and agrees that, where Swift sub-contracts these tasks to an external supplier, this may involve the transfer of such data to non-EU Member States, in which case Swift will make sure that appropriate safeguards are put in place to ensure an adequate level of protection for the personal data transferred in compliance with applicable laws and regulations.
- c) The personal data collected will only be processed by authorized persons at Swift or, where applicable, its sub-contractors, for the above mentioned purposes. Developers' personal data will be shared with the other members from their team and the Hackathon judges, which may be located in a different country. In addition, Company's Hackathon Submission will be shared with the judges and displayed on the Sibos Channels.
- d) Where such data are collected and supplied to Swift by or for the Company, the Company shall ensure this is done in accordance with all applicable laws and regulations and without infringing any third party rights. In this case, the Company acknowledges (and shall cause all other persons concerned to acknowledge) that each data subject has been informed of the personal data processing activities described herein, including the fact that they can exercise their rights attached to the processing activities through a written request with proof of identity addressed to Swift's Privacy Officer ([privacy.officer@swift.com](mailto:privacy.officer@swift.com)) and as described in the Hackathon Privacy Statement in Appendix 1 and available in the Hackathon Platform.

## 16. Company will not, and shall procure that its Participants do not, perform any activity that (i) is harmful to or materially interferes with any use of the Platform, (ii) results in the storage, processing, publication or transmission of threatening, infringing or offensive material or constitutes spam or e-mail abuse; or (iii) poses a security risk or results in violation of a third party's intellectual property rights.



17. Company agrees that its Participants will at all times conduct themselves in a professional manner and will not disrupt or otherwise interfere with the participation of other developers participating in the Hackathon. Swift may terminate Company's and Participants' participation in the Hackathon with immediate effect for breach of the terms and conditions set forth in this Agreement.
18. Swift may terminate this Agreement for convenience upon five (5) days' advance notice to Company.
19. Company may not participate in the Hackathon if its owners, shareholders or employees are employees of Swift or immediate relatives of the Swift employees. Employees of Swift are excluded from participation in Hackathon.
20. Company agrees that it will conduct its business at all times with integrity and in compliance with applicable laws and regulations including without limitation those related to anti-bribery, tax and export regulations and sanctions programmes. Specifically, Company understands that it is its sole responsibility for ensuring compliance with any export or sanctions requirements under the EU and US law. Company further agrees to act always in accordance with the highest professional standards and in a way that will not prejudice Swift interests and reputation and shall indemnify Swift for any such claims related thereto.
21. Any dispute arising between the parties in connection with this Agreement will be governed and interpreted under Belgian Law. All disputes regarding this Agreement or resulting from this Agreement will be subject to the exclusive jurisdiction of the courts of Brussels, Belgium.



## Appendix 1: 2023 Swift 2023 Hackathon Privacy Statement

Swift (with registered office at Avenue Adèle 1, B-1310 La Hulpe, Belgium) is committed to protect your privacy. It will process the personal data you provide in this form in the context of the Swift 2023 Hackathon, including for the purposes of registration, administration, performance analytics, security management, in compliance with the EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and other applicable data protection legislation. Swift has a legitimate interest in processing personal data to allow the Hackathon's organization, secure and smooth running. These data will be kept only during two years from the date of the Hackathon presentation at Sibos and will only be processed by authorized employees from Swift. In case some presentation slides containing information on Hackathon contain the names, then this information can be kept by Swift for three (3) years from the date of the Hackathon presentation at Sibos.

In order to comply with the Hackathon's Terms and Conditions we might share your personal data with the Hackathon's judges, and where relevant, Swift service providers, which might be located outside of the EEA. When this happens, we make sure we can rely on adequacy decisions issued in relation to the country of reception or on the use of contractual protections for the transfer of personal data unless a derogation for specific situations apply. You may contact us as specified below to obtain a copy of the safeguards we use to transfer personal data outside of the EEA.

As per the Hackathon's Terms and Conditions, Submissions, including the identity of the Participants, might be displayed on Swift's Sibos channels such as Swift.com, Sibos.com, the Sibos App ("Sibos Channels").

You may request access to, rectification or deletion of your personal data, restrict or object to the processing of your personal data, as appropriate. You may also lodge a complaint with the Belgian Data Protection Authority. Should you want to exercise these rights, or request more information about this statement, please send your request together with a proof of your identity to Swift's Privacy Officer ([privacy.officer@swift.com](mailto:privacy.officer@swift.com)).