

HACKATHON TERMS AND CONDITIONS

WearHacks is pleased to present “WearHacks Kitchener-Waterloo”.

By participating in the Hackathon you, as a hacker, agree to the following terms and conditions which are inclusive of the rules the Hackathon is governed by:

1. Hackathon Purpose

The Hackathon is an opportunity for you to create a project will contain a wearable and/or Internet of Things element and/or application. There will be various categories and/or challenges for you to chose to enter your project into.

2. Venue and Date

WearHacks Kitchener-Waterloo will take place from 5:00 pm on Friday, Nov 20, 2015 until 7:00 pm on Sunday, Nov 22, 2015 (venue TBD).

3. How to Register

You may register to participate in the Hackathon as a hacker by filling out the registration at <http://waterloo.wearhacks.com/>. You must enter the required information accurately, and accept the terms and conditions as part of the registration process.

All registration must be completed by not later than 7:30 pm on Nov 19, 2015.

It is solely your responsibility to make sure that you are properly registered. While we are happy to try and solve any problems you may have with your registration, WearHacks takes no responsibility for lost, delayed, misdirected registrations or for registrations that have failed to transmit or process and/or have not been received by us.

4. Eligibility

The Hackathon is open to all hackers who have registered. Hackers will check in and present proof of their registration in order to sign up at the Hackathon. After completing the signup process, whereby they

WearHacks may at any time in its sole discretion, disqualify any hacker who fails to comply with the terms and conditions set out herein including but not limited to attempting to participate in the Hackathon without having gone through the registration process and attempting to disrupt the Hackathon.

WearHacks may also use its discretion to permit hackers who have not gone through the registration process to participate.

5. Your Participation

You, as a hacker, have the option to participate as part of a team or as an individual. A hacker may not participate as both part of a team and as an individual.

Teams must be confirmed by 12:00 pm on Saturday Nov 22, 2015. No changes to the composition of a team may occur beyond this 12:00 pm cut off on Saturday but teams may remove, replace, switch and/or name new team members before then.

Hackers who are not participating as part of a team must also confirm their participation as an individual no later than 12:00 pm on Saturday, Nov 22, 2015.

We ask you to note that WearHacks and/or sponsors of the event are not responsible for any of your travel and accommodation arrangements and all associated costs and expenses.

6. Your Project

Participating teams and/or individuals are required to create and develop a project to be entered in one of the various categories and/or challenges to be judged. All participating hackers agree to abide by the rules of the category and/or challenge as set.

Participating teams and/or individuals are limited to submitting one project for entry on Sunday, Nov 22, 2015. Hackers may only enter their project in one category. The entry of one project into multiple categories is prohibited. Furthermore, the project must be complete; WearHacks reserves the right to determine that incomplete projects do not qualify for entry.

7. Your Additional Representations and Warranties

By submitting a project to be judged in one of the various categories and/or challenges at the Hackathon, you represent and warrant the following:

- (a) your project is and will be your own original work and/or that of your team;
- (b) your project does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights or trademarks; and
- (c) the project meets the applicable terms and conditions set out herein.

8. Judging Process

The judges will select the various winners in each category and/or of each challenge in their sole discretion on Sunday, Nov 22, 2015. Decisions of the judges are final and binding.

9. Prizes and Awards

There are various prizes to be won with a total approximate retail value of \$ 15,000 CDN. These prizes will be awarded to the top finalists, as chosen by the judges.

All prizes must be accepted as awarded with no substitutions. Prizes may not be sold, transferred or converted into cash. The winner(s) will solely be responsible for all travel, accommodation and other costs associated with obtaining or redeeming the prize(s).

WearHacks and/or its sponsors may make reasonable efforts to deliver prizes to the addresses and/or accounts provided by the hackers. However, neither WearHacks nor its sponsors guarantee that any prizes returned to them due a non-delivery at the provided address will be re-sent to the prizewinner(s).

10. Winners

Hackers who have been selected to receive a prize will be notified in person at the Hackathon and later, by email. In order for a hacker to be declared a Hackathon winner and be eligible for a prize, he, she or they must have complied with and remain in compliance with the terms and conditions set out herein and deliver to WearHacks and/or the sponsor, a standard declaration and release form no later than twenty (20) days of receiving such. This form will include a declaration of the participant's compliance with these rules, an acceptance of the prize as awarded, a publicity release, a liability release, and any other documentation that WearHacks and/or the Sponsor may require.

WearHacks may request valid proof of identity and other relevant documentation and may disqualify a hacker at its sole discretion should it determine that the provided proof is not sufficient.

If the prize notification is returned as undeliverable or if a selected participant does not comply with all of the above requirements within the above time frames, or does not otherwise comply with these rules, we may disqualify the finalist, and the Hackathon judges will select a replacement finalist.

WearHacks expect to announce the names of the final winners on or around Sunday, Nov 22, 2015.

The chances of winning will depend upon the number of projects entered.

11. Cancellation

If for any reason WearHacks cannot run the Hackathon as planned, including bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Hackathon, WearHacks may cancel, modify, extend or suspend the Hackathon. In that event, WearHacks may award prizes at random from among the eligible projects received up to the time of the impairment, or award no prizes.

WearHacks may also disqualify any individual who tampers with or in any way corrupts the registration or judging process, or who attempts to undermine the legitimate operation of the Hackathon by engaging in cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other attendees, including other hackers, mentors, judges and spectators.

12. Your Intellectual Property Rights in Projects

All projects developed at the Hackathon remain the intellectual property of the individuals and/or teams that developed them. By registering, consenting to the terms of the Hackathon, and entering a project, however, you, the hacker, agree that the organizers, sponsors and/or technology partners reserve an irrevocable, nonexclusive, royalty-free license to use, distribute to the public, and publicly display and perform a project for a period of one year starting on the date of the announcement of contest winners as an example of work.

13. Publicity

Except where otherwise prohibited by law, participation in the Hackathon as a hacker constitutes a winner's consent to WearHacks and/or its sponsors' use of the winner's name, hometown, photograph and/or image for promotional purposes without further notification, permission, payment or consideration.

14. DISCLAIMERS, LIABILITY AND INDEMNIFICATION

WEARHACKS AND/OR ITS SPONSORS DO NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY PROJECT OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE HACKATHON OR YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE(S), OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE(S).

WEARHACKS AND/OR ITS SPONSORS ARE NOT RESPONSIBLE FOR: (1) INCORRECT OR INACCURATE TRANSCRIPTION OF REGISTRATION INFORMATION OR LATE, LOST, INCOMPLETE, MISDIRECTED REGISTRATIONS, OR REGISTRATIONS RECEIVED THROUGH

IMPERMISSIBLE OR ILLEGITIMATE CHANNELS; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING THE MALFUNCTIONING OF ANY TELEPHONE, COMPUTER, NETWORK, HARDWARE OR SOFTWARE; (3) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY SERVICE; (4) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE REGISTRATION PROCESS OR THE HACKATHON; (5) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE HACKATHON AND/OR THE PROCESSING OF REGISTRATIONS; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER AND/OR DEVICES, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE HACKATHON OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY WEARHACKS AND/OR ITS SPONSORS.

WEARHACKS AND/OR ITS SPONSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE HACKATHON OR THESE TERMS AND CONDITIONS.

YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS WEARHACKS, ITS SPONSORS, ITS EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, THE JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS AND CONDITIONS OR OTHERWISE TO MARS; (C) YOUR PARTICIPATION IN THE HACKATHON; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

15. Personal Information Consent

You consent to WearHacks using and disclosing your personal information for the purposes of administering the Hackathon; advertisement and promotion of the Hackathon; advertisement and promotion of Wearhacks and/or its sponsors; providing sponsors with demographical information and/or résumés if submitted by hackers; and for the other purposes described in these terms and conditions.

16. Consent to Use of Your Image

You consent to WearHacks and/or its sponsors using your photo or video image and any photographs or videos of your project freely for any lawful purpose, including marketing.

17. Law

These terms and conditions are governed by and construed in accordance with the law of the Province of Ontario, Canada and the federal laws of Canada applicable in Ontario.

18. Disputes

All disputes, claims and causes of action arising out of or connected with the Hackathon, prizes or these rules will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Ontario, Canada.

19. Further Information

For more information, please contact Alexandra Lutchman: alexandra@wearhacks.com