

BLOCKGEEKS LAB TERMS AND CONDITIONS FOR PARTICIPATION IN HACKATHON

Blockgeeks Lab ('BGL') the ('Organizer') is hosting a hackathon competition regarding the development of ideas relating to blockchain technology. These Terms apply in relation to your entry to the Hackathon ('Entry').

1. These general conditions for participants of the Blockgeeks Lab Hackathon ('BGLH') 2017, are applicable to all legal relationships in connection with the Hackathon (the 'Hackathon'). A participant of the Hackathon ('Participant') is obliged to agree with a signed copy of the Participants Terms and Conditions.
2. The Hackathon begins on April 22, 2017 and ends on April 23, 2017.
3. The Hackathon is challenging participants to innovate by using blockchain technology.
4. The BGLH "Website" is <http://bglhackathon.com>
5. The Hackathon will last 2 days. The Hackathon is a closed meeting. No other persons or Organizations may join or visit the Hackathon, unless the Organizer explicitly gives permission thereto.
6. The Hackathon is open to individuals (i) who are at least eighteen years old, and (ii) who are invited by the Organizer to participate in the Hackathon. Invitation by BGLH is subject to the full and unconditional acceptance of these Terms and Conditions ("Terms"). Participation in the Hackathon constitutes Participant's full and unconditional agreement to and acceptance of and continued compliance with the Terms. The term "you" refers to you, the "Participant". Determination of eligibility and compliance is at the sole discretion of the Organizer. The Organizer reserves the right to disqualify any Entry if the Entry or a Participant or a Participant's team does not comply with these Terms.
7. The Organizer reserves the right to require participants to prove that they are eligible. If any of the winners is found to be ineligible, the Organizer reserves the right to award the prize to another participant and to require the return of any prize already awarded.
8. If the participants participate as a team they agree that, in order for a team to be eligible to participate, all team members must be eligible. In addition, they agree that if the team is selected to receive prizes, the team is responsible for ensuring that the prizes will be appropriately distributed to each member of the team. The eligibility of a participant is tied to the eligibility of the team. If one member of a team is disqualified or found to be ineligible, the team as a whole may be disqualified, in the Organizer's sole discretion.

9. You can participate either as part of a team or on an individual basis. Switching teams or participation in multiple teams is not allowed. BGLH is not responsible for, and will not assist in resolving, any disputes between team members.

10. To participate, you must attend in person at MaRS Discovery District on April 21 to April 23, 2017. You must make your own travel and accommodation arrangements and cover all associated costs and expenses. In no event, in particular in case of disqualification, will BGLH reimburse any such costs. You, as a Participant, will be required to create and present to judges, proof of concept using blockchain driven concepts. A team may only submit one entry. Individual Participants may only submit one entry. Each Participant must supply his/her own laptop and all other materials to participate.

11. The Organizer may, at its sole discretion, establish further rules regarding the procedure of the Hackathon which will be delivered to you electronically. The Participants (individually and as team members) warrant to comply with these rules. Non-compliance with said rules – as well as these terms - may lead to a disqualification of the Participant or the team.

12. The Competition commences on April 21, 2017. To take part in the Competition the participants must register online by 18:00 EST on the closing date of April 14, 2017. Participants that participate as a team agree that all team members must register online individually by the aforementioned deadline. Details of how to register can be found on the Website.

13. The BGLH will only accept a limited number of eligible participants and BGLH may close registration at any time, especially and not limited to in case of overbooking. The Organizer reserves the right to refuse entry, or remove and disqualify a participant from the Competition at their sole discretion at any time for any reason.

14. All intellectual property rights in the applications developed by a participant shall remain vested in the participant who owns them. Any third party intellectual property rights shall remain vested in the third party or third parties who own them. The Participants acknowledge that many applications shall be developed during this Competition and that such applications may be similar or identical in theme, idea, format or other respects to others developed in this Competition. The Participants acknowledge and agree that the Organizers do not have now, nor shall they have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright or other intellectual property right in or to the Participants' application.

15. The participants represent and warrant that (i) the application is their original, work and is developed and for the first time presented by them during this Competition, (ii) the application does not violate or infringe the intellectual property, proprietary or other rights of any third party, (iii) third party intellectual property rights are clearly identified by the participants as well as the applicable terms of license and other details relating to use of same (iv) they possess and control all rights necessary to submit the application irrevocably and without restriction to BGLH,

and (v) that publication of the application via various media including web posting, will not infringe on the rights of any third party.

16. One (1) first prize, one (1) second prize and one (1) third prize will be awarded. First, second and third prize winners will be the eligible participants (individuals, entities or teams) that receive the first, second and third highest scores for their applications, respectively as determined by the judging panel consisting of at least five people with relevant expertise selected by the Organizer in their sole discretion. Evaluation of the applications will be based on the following three (3) criteria:

- Originality of the Idea
- Quality of the Prototype
- Estimated Impact

Final score is determined by the average of these three (3) criteria. In the event of a tie, the applications involved in the tie will be reviewed by an additional judge selected by the Organizer in their sole discretion who will serve as a tiebreaker and who will evaluate applications according to the criteria listed above.

17. The cash prizes to be awarded by BGLH are as follows:

- 1st Prize: five thousand CAD (\$5,000.00)
- 2nd Prize: three thousand CAD (\$3,000.00)
- 3rd Prize: one thousand CAD (\$1,000.00)
- Bonus Prize: fifteen thousand CAD (\$15,000.00) may be rewarded as selected by Polychain Capital in its sole discretion based on the following criteria:

The SAFT is a simple agreement for future tokens that is an evolution of the Y-combinator SAFE. It is a simple document that governs the relationship between investor and the project whereby the Buyer (of tokens) exchanges money now for tokens from the Project at a later date. The Project must detail the characteristics and use-case of the token along with the eventual crowdfund structure, inflation schedule and so on. The characteristics of the token and distribution schedule are subject to change based on mutual agreement. The SAFT is often seen as advantageous because it does not imply equity, board seats or any corporate rights for

the Buyer. We are interested in tokens and supporting the given Project in the realization of successful distribution of their tokens given the particulars of the network.

Primarily, they will look for the following characteristics, specifically in the following order:

i) Is the project a compelling blockchain-enabled network that would allow for growth through network effects?

ii) Is the token connected with the project a necessary component of the functionality of the network and does it add value to the network thereby accelerating the possibilities for network effects? They would prefer to see a project not include a token rather than see a rent-seeking token be included that will only extract value from the network.

iii) Is the team technically competent and capable of delivering on their vision? They are less concerned with business acumen and previous successes. Rather, they look for technically gifted teams that understand blockchain technologies deeply and are on the vanguard of this emerging space.

iv) Does the project meet a standard business-case litmus test of being a) valuable to users b) difficult to imitate and c) meet a need that is not being adequately attended to by the incumbents in the market.

18. The winners are personally responsible for any personal or incidental expenses incurred in claiming or using the prizes. The payment of prizes will be made without any deduction for or on account of any taxes or levies.

19. The prizes are as stated. There is no other alternative to the prize in whole or in part.

20. The winners of the Competition will be announced on April 23, 2017 before 6pm. The cash prizes will be delivered to the winners via bank transfer within sixty (60) business days of the valid identification and valid banking details submission by the winners unless otherwise indicated by the BGLH.

21. The participants shall be responsible for ensuring that the contact details associated with their entries are up to date and accurate so they can be contacted if they win. If the Organizers or their authorized agents are not able to contact the winners, 10 working days after the first attempted notification, alternative winners may be chosen by the judges and the original winners entitlement will lapse.

22. The Organizers have no obligation to use, invest in or buy the applications developed in this Competition or otherwise contract with the participants.

23. Except for any liability that cannot be excluded by law, BGL, (their subsidiary and related companies, together with their officers, directors, employees, agents and representatives exclude all liability (including negligence) for any personal injury or any loss or any damage (including loss of opportunity-profit) whether direct, indirect, special or consequential, arising in any way out of or in connection with the Competition, including, but not limited to:

- any technical difficulties, technical error or equipment malfunction, hardware or software failures, lost, faulty or unavailable network connections (whether or not under BGLH control);
- any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference;
- any entry, prize claim or other correspondence that is late, lost, altered, damaged, incomplete, illegible or misdirected (whether or not after their receipt by the Organizers due to any reason beyond the reasonable control of the Organizers;
- any tax liability incurred by a winner or participant; or

24. BGLH and/ or any third parties acting on their behalf (data processors) shall process participants/ winners data for the purposes of this Competition, the declaration of the winners and the organization and delivery of their prize. These personal data shall not be transferred to any third party (apart from the data processors). Each participant is entitled to request access to or deletion of his/ her data from the relevant database held for the purposes of this Competition, by sending an e-mail to hello@blockgeekslab.com

25. By registering for and participating in the Competition the participants:

- agree to abide by these Terms and Conditions. Promotional materials relating to the Competition, including all information on how to enter the Competition, also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such promotional materials and these Terms and Conditions, these Terms and Conditions take precedence;

- agree to release and hold BGL, their subsidiary and related companies, together with their respective employees, officers, directors, agents and representatives, and all third parties associated with the Competition (Including but not limited to Partners, Supporters, Media Partners, Enablers) harmless from any and all losses, damages, rights, claims and actions of any kind in connection with participating in the Competition, with the developed applications or resulting from the acceptance or use of any of the prizes;

- agree that the decision of the judges selected by the Organizers is final and binding in relation to any prizes that may be awarded;

- consent and agree that their name, image, likeness, photographs, video, recordings, statements, biographical information and description/details/screenshots and demonstration videos of their applications may be used by BGL for advertising and promotional purposes, including without limitation inclusion on their websites, in promotional material, newsletters and in any publicity accompanying or resulting from the Competition including but not limited to any press, blogs or articles on social media without further reference, payment or other compensation. The list of prizes and winners' names will be available on the Website;

- agree not to use or promote offensive, obscene, libelous, defamatory, unlawfully threatening, or unlawfully harassing or (any) other illegal material in their entries and applications;

- agree that their participation in the Competition will not breach any duty of confidentiality or contractual rights owed to any third party and that with their participation they do not violate any law, contract, or regulation;

- you may be disqualified if BGLH has reason to believe, in the Organizer's sole discretion, that your application (a) contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive; (b) violates the terms of use of any social media service, website, mobile application or any other platform used in connections with your application; (c) infringes any third party intellectual property rights; (d) violates any applicable law; or (e) violates or does not comply with any section of this Participation Agreement.

- you and/or your entire team may be disqualified for any of the following actions, with or without warning, in the Organizer's sole discretion: (i) verbal abuse of another participant or BGLH staff; (ii) inappropriate contact with another participant or BGLH staff; (iii) breach of the BGLH Participant Agreement or any other agreement entered into in connection with the BGLH; (iv) violation of or non-compliance with any section of this Participation Agreement or (v) violating the spirit of the BGLH.

- if the Organizer has reason to believe that you or your team has compromised the integrity or the legitimate operation of this of this Hackathon, or has attempted to compromise the integrity or the legitimate operation of this Hackathon, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way, your team will be disqualified and ask to leave the premises.

- If during the Hackathon, any BGLH staff has reason to believe your health is in danger, you may be required to discontinue your participation in the Hackathon and asked to seek

immediate medical assistance. Your teammates, if any, may continue participating in the Hackathon if they so choose. All disqualification decisions are final and not subject to appeal.

- Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention. Participants asked to stop any harassing behavior are expected to comply immediately.

26. The Organizers reserve the right to suspend, change or cancel the Competition at any time as they may determine in their sole discretion and do not accept any responsibility for any damage, loss or expense arising thereof.

27. The Organizers reserve the right in their sole discretion to amend these Terms and Conditions at any time by posting an updated version on the Website www.bglhackathon.com

28. These terms and conditions shall be governed by the laws of Ontario. The courts of Ontario shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Competition or these Terms and Conditions.

BY PARTICIPATING, YOU AGREE TO THESE TERMS AND CONDITIONS.

Signature: _____

Print Name: _____

Date: _____