

## **Annex A- Terms and Conditions of the Participant**

### **1. Hackathon.**

1.1 WSO2 LLC and NUST will be co-organizing a Hackathon, which will be open to Students of NUST and the Namibian Developer Community. This event will consist of two rounds, where submissions and solutions will be assessed based on completeness, accuracy, and overall quality.

#### **a. Round 1: Proposal Submission and Acceptance**

Participants can either participate individually or by forming a team. The maximum number of members a team could have is 4 members.

Participants must use this [form](#) to submit their proposal / Participant details and accept the Terms and Conditions of the Participant attached as Annex A.

The submission deadline is **Thursday, November 30th at 23:59 CAT**

Announcement of accepted proposals: **Friday, December 1st, 2023**

WSO2 reserves the right to accept or reject any Participant with or without reason at its sole discretion.

#### **b. Round 2: Final Implementation and Demo Submission**

Participants must submit their final implementations using the Ballerina programming language, along with a 15-minute demo on **December 4<sup>th</sup>, 2023** and winners will be announced on **December 5<sup>th</sup>, 2023**.

1.1 Hackathon will be a hybrid event (both Physical and online), Where Participants can either be present at NUST on 2<sup>nd</sup> and 3<sup>rd</sup> of December from **9.00 a.m. - 5.00 p.m. CAT** or Participant can choose to complete the Hackathon online.

1.2 Participants are expected to commit their solutions to a GitHub repo and submit the URL of the repo (via a form). If their repo is a private repository, they will be required to give view permissions for specific GitHub users (that will be communicated by members of the WSO2 Ballerina team). Only commits before the deadline (EOD Tuesday, December 4th, 2023 - 23:59 CAT) will be considered eligible.

### **2. Eligibility.**

2.1 The event is open to individuals above the age of 18 who reside in Namibia and any student of NUST even below the required age limit (with the written consent of the guardian/parent).

2.2 Any Participant or winner shall be disqualified if such person is a sanctioned individual as per USA, UK, or the EU regulations or is from an entity or nation sanctioned or embargoed by one of the above countries or is in any other way not permitted by law to receive their winnings.

2.3 All participants (all those whose proposals are accepted by 1st December) are eligible for a T-shirt and a sticker sheet.

### **3. Data Collection.**

3.1 As part of the registration for this event, we will collect your personal information as specified on this [form](#). This data includes but is not limited to Name, Email address, GitHub username, Choreo organization ID (If applicable), Discord username, and any other information required during or after registration for the Hackathon (Physical mailing address, etc.). Data is processed in accordance with our [privacy policy](#). The Participant guarantees that the personal information submitted by the Participant is true and correct.

3.2 In the event the Participant shares any personal data with WSO2, The Participant shall provide consent to be contacted by WSO2 and such information to be used in the WSO2 marketing material.

### **4. Original Works of Competitors.**

4.1 The Participants warrant:

(i) that all submissions are their original works and have never been previously presented at other hackathons or submitted to other third parties; and

(ii) that the submission in no way violates, in whole or in part, intellectual property or other rights of third parties and releases WSO2 from any and all responsibility, liability, or request for compensation for damages that could be made by any third party as a result of a violation of this Participant Agreement;

(iii) that the submissions were completely created during the Hackathon by the Participant alone or in conjunction with the team; and

(iv) that they have all ownership, rights, title, and interest to or have obtained all necessary licenses, permissions, and approvals required to create and publicly display their code or no-code content and to copy, reproduce, and distribute the same in WSO2 websites and marketing materials. In the event WSO2 finds plagiarized or improperly licensed content within submissions, these will be disqualified.

4.2 The Participants warrant that they will comply with all applicable laws and regulations including, without limitation, regulations governing U.S. economic sanctions programs and all other applicable laws and regulations that govern export control, and economic sanctions.

4.3 Pre-existing Intellectual Property of each party (WSO2 and the Participant) shall remain as is.

### **5. Indemnity.**

5.1 The Participants shall fully indemnify and defend at their expense any suit brought against WSO2 and will pay any settlement WSO2 makes or approves, or any direct damages (excluding amounts awarded for reputation harm or business impact) finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the work misappropriated any trade secret recognized under the Uniform

Trade Secrets Act or infringes any copyright or patent in the United States, or worldwide (an “IP Claim”). The indemnifying party’s obligations as set forth above are expressly conditioned upon complying with each of the following: (i) the indemnified party must promptly notify the indemnifying party in writing of any threatened or actual claim or suit, and (iii) the indemnified party must cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

## **6. Winner Selection.**

6.1 The winners of this Hackathon will receive prizes as mentioned below.

- 1st prize: 500 USD to the team or individual.
- 2nd prize: 300 USD to the team or individual.
- 3rd prize: 200 USD to the team or individual.

6.2 In addition, all the above winners will receive:

- Free vouchers for [WSO2 practitioner and developer certifications](#)
- [Choreo](#) credits (10 components free for 3 months + \$1,000 infrastructure credits)
- A Ballerina T-shirt and a Ballerina branded sticker sheet (All participants (all those whose proposals are accepted by 1st December) are eligible for a T-shirt and a sticker sheet)

6.3. WSO2 or NUST shall not be liable as to how the prize is divided amongst the members of the winning teams.

6.4. No extra prizes shall be given to the Participants who provide feedback to the Hackathon or WSO2 software.

6.5 Selection of winners will be made by a panel of judges from WSO2 LLC, whose decisions on all matters relating to the event shall be final. Winners will be notified via email to the email address submitted with their entry. WSO2 reserves the right to amend the prizes awarded at their sole discretion.

## **7. Notices.**

7.1 All important announcements will be made via Email, and participants can request help/support from the team via the Namibia-Hackathon channel on the Ballerina Discord server.

## **8. Confidentiality.**

8.1 Each party shall treat as confidential all Confidential Information of the other party, shall not use Confidential Information except as set forth in this Agreement, and shall use best efforts not to disclose Confidential Information to any third party. A party may disclose such information to its directors, officers, and employees, provided they are made aware of the party’s obligation under this Agreement and are bound by the same degree of confidentiality. Without limiting the foregoing, each of the parties shall use at least the same degree of care that it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement. Each party shall promptly notify the other party of any actual or suspected misuse

or unauthorized disclosure of the other party's Confidential Information. Notwithstanding the foregoing, either Party may disclose the terms and conditions of this Agreement pursuant to the due diligence requests of a proposed merger, acquisition, financing, or securities transaction so long as such parties receiving such Confidential Information are subject to confidentiality obligations no less stringent than the terms of this Agreement.

## **9. Feedback.**

9.1 The Participants can provide feedback or suggestions for improvement on WSO2 Software on the Ballerina public repository on GitHub.

9.2 If the Participant provides any suggestions, corrections, or feedback regarding the Products, WSO2 may use that information without obligation to the Participant, and the Participant hereby irrevocably assign to WSO2 all right, title, and interest in the suggestions, corrections, or feedback.

9.3 The Participant shall not be provided with any compensation for feedback and suggestions provided by the Participant.

## **10. Liability.**

10.1 WSO2 shall not be liable for the Space and Facilities provided by NUST, physical damage to a property of NUST by a Participant, or death or injury to a Participant during the Hackathon.

10.2 WSO2 Software (Ballerina) is provided as is and WSO2 is not liable for an error in the program or functionality of the software.