

TECHNICA



TECHNICA TERMS AND CODE OF CONDUCT

BY PARTICIPATING IN TECHNICA INC.'S PROGRAMMING, EVENTS, COMMUNITY SOCIAL NETWORKS, AND PLATFORM, YOU ACCEPT AND AGREE TO THE FOLLOWING TECHNICA TERMS AND CODE OF CONDUCT AGREEMENT.

Henceforth, "I", "me", "my", "myself", and other first-person pronouns shall refer to the Participant. "The Organizers" shall refer to any persons or group who had significant participation in the creation of the event, namely (but not necessarily exclusively) the Technica organizing team, Technica Inc., Startup Shell Inc., and the University of Maryland at College Park. "The Programs" refers, collectively and interchangeably, to the Hackathon, as well as multi-hour and single-day branded events, trainings, and programs, which we may offer in-person, live-streamed, or with which the Participant may interact through accessing content and other users in one or more Technica hackathon event Slack accounts.

I understand that by participating in The Hackathon, I agree to the following terms listed in this Technica Terms and Code of Conduct agreement, and to follow any procedures and instructions given by The Organizers. Refusal to comply and any violations will subject me to punishment deemed appropriate by The Organizers, such as the revocation of prizes and expulsion from The Hackathon.

- I have represented myself accurately on the application and all other event forms.
- I am allowed to develop a concept for a project prior to The Hackathon, but any and all programming and tangible creations related to a concept must be done at the time and place of The Hackathon.
- I am allowed to use publicly available resources and code on my project, and I accept sole responsibility for licensee or owner responsibilities and for any and all licensing or ownership rights and responsibilities of any intellectual property that I use, display, store, distribute, make derivative works from, or otherwise and other appropriate acknowledgement regarding the resources.
- I understand that The Organizers will not receive any ownership title or rights of any work or project done at The Hackathon other than those limited rights herein. All original work will solely remain under the ownership of the creator and/or the employing company. The Organizers are not liable for any legal or contractual issues that may arise from the work. I hereby agree to indemnify, hold harmless, and defend The Organizers against any liability resulting from the project or any created content.
- I understand that the judges and The Organizers are allowed to look at my code for the purpose of judging by volunteer judges, and that the decisions of these judges are final and may not be contested. The Hackathon will not be held responsible for any decisions

made by sponsors, and The Organizers are not liable for any transaction of prizes between a sponsor and a participant.

- I understand that if I win a Technica-sponsored prize, it is my responsibility to be present at the event to receive the prize. If I am not present, I understand that I will not receive the prize, regardless of whether the rest of my team is present to receive their prizes.
- I understand that I will be fully responsible for any costs I incur as a direct or indirect result of participation in the event, including but not limited to use of proprietary technology, food, accommodations, and other purchases. The Organizers will not be liable for any costs or expenses incurred throughout the event, including in the occurrence of events outside of human control, such as a natural disaster.
- I understand that The Organizers are not obligated to give travel reimbursements, and that any granted travel reimbursements are contingent upon my participation in The Hackathon, including attendance for the full duration of the weekend.
- I understand that all services provided, including but not limited to transportation, facilities (property, furniture, electricity, networking), air mattresses, food and beverage, and activities are provided on an as-is and as-available basis only, with no guarantee of services meeting my requirements or remaining uninterrupted, error-free, secure, or free from viruses and other harmful components. The Organizers are not liable for any errors, omissions, negligence, injuries, or other damages that result in the course of delivery of services, regardless of whether The Organizers provide, or appear to provide, these services or not.
- I understand that unless I have paid for certain perks of sponsorship of Technica, I am not allowed to recruit from the participants or disperse marketing or recruiting materials to anyone at The Hackathon, including anyone in the venue.
- I agree to be respectful and courteous to The Organizers, sponsors, volunteers, mentors, venue staff, and all other participants. The Organizers have the authority to undertake disciplinary action against me, or bar me from one or more Programs, if my behavior during the Programs does not meet their subjective interpretation of "respect and courtesy," including, without limitation, the right to require that I leave, or remove me, from any Programs, or terminate my Technica user accounts at The Organizers sole discretion for any reason or no state reason.
- I authorize The Organizers in advance of any reasonably perceived medical emergency to authorize any specific diagnosis, treatment, or hospital care that is required to save my life or my child's life or to avoid or respond to serious bodily harm, but this authorization is given to provide authority and power on the part of Technica, its agents and employees for the duration of a hackathon event and no more than eight hours after the official end of the event while I or my child remain on the premises of the Organizer's hackathon, in order to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned health professional in the exercise of his or her best judgment may deem required or reasonably recommended.
- I agree to not be in the possession of illegal drugs, alcohol, any other controlled substances, or weapons and not to perform any illegal or criminal activities at The Hackathon and otherwise always adhere to all applicable state and federal law.

- I understand that Technica Inc. is not responsible for any personal injury or physical assault over the weekend of The Hackathon.
- I understand that I am bound to all rules and regulations of Maryland state laws, as well as applicable city and federal laws.
- I understand that with this section's terms (the "Release"), I am expressly granting Technica Inc. a free, perpetual, worldwide, sublicensable, transferrable, royalty-free license to use, and release Technica from all forms of liability for use of, my name, image, likeness, and voice for all reasonable uses, including marketing and promotional uses online on the Technica websites and social media accounts, and all types of media. I release Technica from any third-party usage of my name, image, likeness, and voice when such usage arises from capture, tagging, reposting, and otherwise editing Technica-published content online that includes me. Sponsors and vendors of Technica may share video or photographic content of the event that may include your name, image, voice, or likeness for their online marketing purposes or social media account coverage. In addition, I understand that I am free to withdraw my consent at any time by completing the Data Rights Contact Form on Technica's website (<https://gottechnica.org>) or by contacting Technica Operations Team members Sophie Tsai or Breanna Pompey at operations@gottechnica.org.
- I understand that any personal information released to The Organizers may be stored, and that The Organizers may use third-party services to gather, organize, and process my information. I hereby consent to the sharing of my information to the extent Technica requires with third-party services, and I agree to hold The Organizers or The Hackathon harmless for any data breach or loss of my information due to the provision of services by any activity of third-party service providers for Technica.
- I understand that personal information includes any identifying information I've shared on the application, which includes my name, email, and resume. I hereby consent to, and understand that my consent and participation in Technica Programs means that, I have granted Technica Inc. the right to share this information with its sponsors, and, to the greatest extent the law allows, Technica shall not be held responsible to me for how this information is used after it is shared with sponsors. I understand that my consent grants Technica Inc. my authorization to use any of my shared information for future marketing of Programs and events held by organizations affiliated with Technica, including, without limitation, all future Technica Hackathons.
- While Technica encourages vaccinating and masking, I understand that masking is optional at Technica and that Technica offers an online platform for remote participation. I agree to respect individual health choices and contribute to an inclusive environment. I acknowledge the unavoidable, residual risk of infection associated with all in-person activities and accept this risk by attending Technica in person.
- Any participant use of a hotel discount, voucher, coupon, special offer, or other promotion by a third party due to their participation in Technica is a wholly separate transaction from participation in Technica. Technica releases all liability for any issues participants may have with any third-party accommodation vendor that they engage when using a discount offered to Technica participants.

I UNDERSTAND THAT TECHNICA'S MISSION IS TO PROMOTE DIVERSITY IN TECHNOLOGY, AND THAT THE HACKATHON IS AN INCLUSIVE SPACE WHERE EVERYONE CAN FEEL SAFE. THE ORGANIZERS HAVE THE AUTHORITY TO DISCIPLINE ME IF I SHOW ANY SIGNS OF PREJUDICE AND DISCRIMINATION BASED ON (BUT ARE NOT LIMITED TO) RACE, COLOR, CREED, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, GENDER EXPRESSION, CITIZENSHIP STATUS, SOCIOECONOMIC STATUS, MARITAL STATUS, PERSONAL APPEARANCE, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, RELIGION, PHYSICAL OR MENTAL DISABILITY.

I ASSUME ALL RESPONSIBILITY AND RISK FOR ANY AND ALL DAMAGE OR THEFT THAT MAY OCCUR AND CAUSE DAMAGE TO ME OR MY PERSONAL PROPERTY. I UNDERSTAND THAT THE PROGRAMS AND THE ORGANIZERS DO NOT TAKE RESPONSIBILITY FOR ANY RISK OF DAMAGES OR ACTUAL DAMAGES THAT I MAY EXPERIENCE OR INCUR DURING MY PARTICIPATION IN THE PROGRAMS AND I DISCLAIM ALL OF TECHNICA'S POTENTIAL, DIRECT, INDIRECT, CONSEQUENTIAL, CONTRIBUTORY, OR OTHER FORMS OF LIABILITY FOR ANY AND ALL DAMAGES OR THEFT THAT AFFECT TO ME OR MY PERSONAL PROPERTY RELATED TO MY PARTICIPATION IN ANY AND ALL PROGRAMS.

I understand that The Hackathon is twenty-four (24) hours in duration and that my fatigue can cause me to have a delayed reaction time or unusual decision-making, and I accept this risk of participation in the Hackathon, and I indemnify and hold harmless Technica and the University of Maryland for any liability or actual direct, indirect, or consequential damages that my self-management of my state of being may lead me to cause if I do not take proper care of myself during my participation, and I shall indemnify and hold harmless, including without limitation, compensate and reimburse each indemnitee for, any loss, damage, injury, harm, detriment, lost opportunity, liability, exposure, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including attorneys' fees), charge or expense that is directly or indirectly suffered or incurred by any of the Indemnitees, or to which any of the Indemnitees otherwise may become subject (regardless of whether or not related to a third-party claim) at any time (whether during or after the Term), and that is caused by or results from (a) any inaccuracy in any representation or warranty by or on my behalf contained in this Agreement, or (b) any failure on my part to observe, perform or abide by, or any other breach of, any restriction, covenant, obligation or other provision contained in this Agreement.