

Hack the 6ix 2021 ("Hackathon") – TERMS AND CONDITIONS

Organized by Hack the 6ix Entrepreneurs Association ("Organizer")

This hackathon is void where prohibited by law. By participating in Hack the 6ix from Friday, August 20th, 2021 at 5:00PM EDT – Sunday, August 22nd, 2021 at 5:00PM EDT, you ("Participant") agree to these terms and conditions.

Rules & Regulations:

- You can participate in one (1) team consisting of one (1) Participant or as a team of *up to a maximum size* of four (4) Participants. Team Participants must be registered attendees of the Hackathon (i.e. accepted and confirmed by the deadline). A team may only submit one (1) Hackathon project ("Entry").
- You may not begin working on your Entry before **Friday, August 20th, 2021 at 9:00PM EDT**. Entries are only eligible if submitted to the Hackathon Devpost with a demo video before the submission deadline of **Sunday, August 22nd, 2021 at 9:30AM EDT**. Entries may not be updated after the submission deadline.
- Plagiarism is not acceptable, plagiarized Entries will be disqualified. Self-made libraries, frameworks, or platforms may be used for a Participant's Entry as long as they are public and open source, and as long as they are not the core value proposition of the Entry - otherwise Entries will be disqualified. **Entries may only be submitted to the Hack the 6ix 2021 Devpost and not to other events, if cross-submitted the Entry will be disqualified.**
- Participants agree to bring all necessary materials to participate including his/her own laptop. Organizer is not obligated to provide laptops and tools.

Prizes & Awards: The prizes and awards to be awarded are as follows: The Participants whose Entries are awarded the top eight (8) highest scores by the judges will be selected as finalists and will pitch in front of a panel of judges who will select the top three (3) winners. These winners will receive cash and material prizes disclosed at the event. Any additional challenges and prizes will be judged and awarded at the sole discretion of the respective hosting sponsor companies. The odds of winning depend on the total number of eligible Entries received. Organizers will not replace any lost or stolen prizes. Winners are solely responsible for any and all federal, provincial and local taxes, if any, that apply to prizes. If a prize cannot be sourced or shipped, an equivalently valued gift card may be rewarded instead.

If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner will be selected from remaining valid, eligible Entries timely submitted.

Scoring of Entries: Judging will be conducted during the hackathon by a panel of invited judges. General criteria will be released on the day of the event and will apply to all participants. Certain prizes may be related to a specific category and will be optional for participants to participate. These categories will have their only scoring criteria which will be released on the day of the event. Determination of eligibility and compliance is at the sole discretion of Sponsors and Organizers. Sponsors and Organizers reserve the right to disqualify any Entry if the Entry or a Participant or a Participant's team does not comply with these Terms.

Ownership of Entries: Participant represents and warrants that the Entry does not violate any agreement or obligation to any invention assignment, proprietary information, confidentiality, non-solicitation, noncompetition or similar agreement with any employer or other person. Participant represents and warrants that the Entry is and will be Participant's own original work and 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. All rights, titles, interests, and work created during the hackathon will remain with the Participant after the hackathon unless otherwise specified. The Organizer will NOT receive ownership of the projects created. The Organizers do reserve the right to use such projects as a summary of the event and promotion for future events. (In other words, use of illegal material is not permitted and ownership of projects belongs to the participants during and after the hackathon.)

Indemnity: You agree to release, indemnify, defend and hold Organizer and their parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Hackathon, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Hackathon or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Organizer's control that may cause the Hackathon to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Hackathon; (v) any printing or typographical errors in any materials associated with the Hackathon; technical errors that may impair your ability to participate in the Hackathon; or (vi) errors in the administration of the Hackathon.

Disclaimer: *In no event will Organizers be liable to you for any direct, special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with your participation in the hackathon, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not organizer has been advised of the possibility of such loss or damage.*

General: The Hackathon is subject to federal, provincial, and local laws and regulations in the Province of Ontario. The Hackathon is offered by Organizers, which are not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. Organizers reserve the right, in their sole discretion, to cancel, modify or suspend the Hackathon in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Hackathon is compromised, without liability to the Participants. Organizers reserve the right to disqualify any Participants, as determined by Organizers, in their sole discretion.

Photo and Video Release: You grant permission to the rights of your image, likeness and sound of your voice as recorded on audio or videotape without payment or any other consideration. Your image may be edited, copied, exhibited, published or distributed and you waive the right to inspect or approve the finished product wherein your likeness appears. Additionally, you waive any right to royalties or other compensation arising or related to the use of your image or recording. This material may be used in diverse educational settings within an unrestricted geographic area.