**IMPERVIOUS – HACK FOR FREEDOM 2021**

**CONTEST RULES**

**Effective: August 4, 2021**

These Contest Rules (these “**Rules**”) form an agreement between Impervious Technologies Inc. (“**we**”, “**us**”, and “**our**”) and you (“**you**” and “**your**”). These Rules govern your participation in the 2021 Hack For Freedom hackathon (the “**Contest**”). Please review these Rules carefully. By registering to participate in, or submitting any entries into, the Contest, you agree to be bound by these Rules. We may revise these Rules (including, without limitation, schedule/deadlines, award amounts, selection criteria, etc.) at any time. If we do so, we will notify you through the email address you provided in the course of registration (if any) and by posting the updated version on the Contest website.

**Description**

The Impervious API is a programmatic layer that sits on top of the Bitcoin Lightning Network, i.e. "Layer 3." The Contest is intended to allow developers to showcase ways in which they may leverage the Impervious API to build secure and censorship/surveillance-resistant p2p data transmissions and payments in various applications and services.

**Eligibility**

You must be 18 years of age (or the applicable age of majority in your jurisdiction) and have all legal rights and capacity to agree to be bound by these Rules. Participants may enter individually or in teams, but each team must designate a single individual representative. You must not be on any list of designated individuals or entities, or located in any country, to which we are prohibited from distributing awards under applicable law.

**Timeline and Details:**

* Launch:The Contest will launch on August 4, 2021 at 12pm PDT. Participants must register to participate. Registration is not confirmed until we notify you that your registration has been accepted.
* Submissions:
  + Submissions must be submitted to [hackathon@impervious.ai](mailto:hackathon@impervious.ai) by August 19, 2021 at 12pm PDT.
  + Submissions must include a video explainer (maximum 3 minutes), summarizing the project and build. Additional non-confidential documentation, pitch decks, sketches, or other materials may be considered by judges, but are not required.
  + Judges will be representatives or designees of the Contest sponsors (as listed on the Contest website and as may be updated from time to time, “**Sponsors**”).
  + Judges will select a certain number of submissions as finalists to proceed to Demo Day.
* Demo Day:
  + Demo Day will take place (virtually) on August 20, 2021, starting at 10am PDT.
  + Once finalists are selected, additional details and a link to participate will be provided to finalists.
  + During Demo Day, finalists will present their projects to the judges and the judges will have an opportunity to ask questions, etc.
* Winners and Awards:
  + The total prize pool is $25,000 USD, with a grand prize of $10,000 USD. Awards will be distributed in bitcoin (BTC), at the exchange rate in effect either when the BTC is acquired by us or distributed to winners (at our discretion).
  + Each participant or team is only eligible to receive a single award, regardless of number of entries.
  + Judges will select winners based on their impression of the projects’ potential impact as displayed in the video submissions and Demo Day presentations. Selection of winners is in the judges’ sole discretion.
  + After Demo Day and the conclusion of a reasonable evaluation and selection period, winners will be announced.
  + All awards are conditional upon verification and confirmation of recipient eligibility to receive the award. Winners may be required to provide additional information or documentation for such verification and confirmation.
  + Winners may be required to submit their code for review to confirm the code is original work of the participant. In such event, notwithstanding anything to the contrary in these Rules, such code will be treated confidentially, only used or disclosed for purpose of completing such review, and deleted upon completion of such review.
  + Subject to verification and conformation of eligibility, awards will be distributed by us to the single designated representative of the applicable team. If a team consists of multiple individuals, such individuals will be solely responsible for agreeing on an allocation of awards and for actually distributing such awards amongst themselves. We will have no liability for any allocation or distribution of awards beyond our distribution to the designated representative.
  + Winners will be responsible for calculating and paying any applicable taxes on their receipt of any awards. We may withhold certain taxes or similar charges to the extent required by applicable law, and such withholding will reduce the total award amount distributed to the winner.

**No Confidentiality**

Except for source code submitted by winners upon request for code verification purposes, no information, content, or materials provided in connection with the Contest (“**Contest Materials**”) will be considered confidential, and neither we nor the Sponsors or judges will have any obligation to keep any such Contest Materials in confidence. ACCORDINGLY, DO NOT INCLUDE ANY CONFIDENTIAL INFORMATION IN YOUR CONTEST MATERIALS.

**Privacy and Publicity**

Any personal information you submit in registering for the Contest may be used and shared by us as reasonably necessary to facilitate administration of the Contest. If you are selected as a finalist or winner, you hereby grant us the right to use your name, likeness, photos, biographical information, and Contest Materials to promote the Contest, publicly disclose finalists and winners, and otherwise in our websites, social media pages, and otherwise for promotional purposes, without any right of approval or compensation.

**Code of Conduct**

You agree to behave in a professional, courteous, and ethical manner in connection with your participation in the Contest. You will not: (i) submit, communicate, or transmit any content that is unlawful, defamatory, abusive, harassing, threatening, obscene, fraudulent or otherwise inappropriate or infringes any intellectual property or privacy rights of any person; (ii) provide any false or misleading information or any information that you do not have the right to provide; or (iii) otherwise violate any applicable laws, rules, or regulations.

**Intellectual Property**

Except as expressly stated herein, your participation in the Contest does not involve the transfer of any copyrights, patents, trade secrets, or other intellectual property rights (collectively, “**IP Rights**”) from us to you or from you to us. Without limiting the generality of the foregoing, you will continue to own all IP Rights in any apps, tools, or software you develop, and we will continue to own all IP Rights in and to the Impervious APIs (including to the extent incorporated into your apps, tools, or software). Any use of our APIs is subject to and governed by the applicable API terms and conditions as published by us from time to time.

**Other Terms**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR THE SPONSORS OR JUDGES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THE CONTEST, YOUR SUBMISSION, OR ANY AWARDS, UNDER ANY LEGAL THEORY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE). SOME STATES DO NOT ALLOW CERTAIN DISCLAIMERS OR LIMITATIONS ON LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

You will indemnify, defend, and hold us, the Sponsors and judges, our affiliates, and our respective officers, directors, employees, and agents harmless from and against any damages, losses, claims, actions or demands, liabilities and settlements, including reasonable attorneys’ fees, resulting in any way from your participation in the Contest, including without limitation: (i) any allegations that your submissions or Contest Materials infringe or violate any third party’s rights; (ii) any dispute between team members as to allocation or distribution of any awards; (iii) any technical difficulties that impact the Contest; (iv) your violation of these Rules; (v) any issues with your software, tools, or apps; or (vi) your ineligibility to receive awards or any violation of law arising from our distribution of prizes to you.

These Rules shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Any dispute arising out of these Rules or the Contest will be settled exclusively through binding arbitration administered by the American Arbitration Association in Dallas County, Texas, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, we may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened breach of confidentiality or violation of our intellectual property rights. In any action or proceeding to enforce rights under these Rules, the prevailing party will be entitled to recover costs and attorneys’ fees. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO LITIGATE DISPUTES IN COURT (EXCEPT AS SPECIFICALLY PROVIDED ABOVE) AND ANY RIGHT TO PARTICIPATE IN CLASS-ACTION PROCEEDINGS.

You may not assign these Rules or these rights and obligations without our prior written consent; any purported assignment in violation of these Rules will be null and void. If any provision of these Rules is determined to be void or unenforceable in whole or in part, the remaining provisions of these Rules shall not be affected thereby and shall remain in force and effect. These Rules and any policies referenced herein constitute the entire agreement between the parties regarding the subject matter thereof and supersede any prior or contemporaneous agreements with regards to such subject matter. A party’s failure to exercise or enforce any right or provision of these Rules shall not operate as a waiver of such right or provision.

**Contact**

If you have any questions or comments regarding these Rules, please contact us at [hackathon@impervious.ai](mailto:hackathon@impervious.ai).