

PARTICIPATION TERMS & CONDITIONS

These are the terms and conditions (“**Terms**”) governing participation in the 2023 Citi HackOverflow Hackathon (the “**Hackathon**”). This Hackathon is organised by Citibank N.A, Singapore Branch (“**Citi**”).

By registering your participation, participating and/or attending the Hackathon, you acknowledge and agree to be bound by these conditions. Please read these Terms carefully as they will form a legally binding agreement between Citi and you. If you or any member of your team does not accept these Terms, you and/or your team will be disqualified and will not be eligible to participate in this Hackathon.

1. ELIGIBILITY

- 1.1 This Hackathon is open to individuals aged 18 years old and above (as of 1 Jan 2023). If you are below eighteen (18) years of age at the time of registration, you must obtain prior parental/guardian’s consent to participate in the Hackathon. Participants and will be automatically disqualified if proper consent has not been obtained.
- 1.2 Employees of Citi and their family members are not eligible to participate in the Hackathon.
- 1.3 Your participation in the Hackathon is free of charge, does not entail any right to compensation of any kind or to reimbursement of any expenses incurred.
- 1.4 Under no circumstances should you or a member of your team be participating in the Hackathon in the course of employment or as a representative of a third party [other than the university or other academic institution in Singapore (“**University**”) that you are representing]. You are personally responsible for ensuring that your participation in the Hackathon complies with the policies of your University, where applicable, and you hereby represent and warrant that you have all rights and authority required to participate in the Hackathon and to enter into these Terms free from any restrictions.

2. TEAM PARTICIPATION

- 2.1 You may only participate in this Hackathon as part of a team comprising no less than 4 members and up to a maximum of 5 members of your choice. References to “you” in these Terms shall be a reference to you and your team. You shall ensure each of your team members complies with these Terms. Any breach of these Terms by you or any of your team members may disqualify you and your team from participating in this Hackathon.
- 2.2 Each individual can be a member of only one team in the Hackathon.
- 2.3 No substitution of team members will be allowed unless approved by Citi.

3. REGISTRATION TIMELINE

- 3.1 You are required to register for this Hackathon by completing the registration process as advised by Citi. By submitting your information, you warrant that all information provided by you during the registration process and your participation in this Hackathon, are accurate and complete. If you are participating as a team, each team member shall also register for this Hackathon by completing the registration process.
- 3.2 The deadline for registration for this Hackathon is 07 August 2023, 11.59pm (Singapore Time) (“**Closing Date**”). Citi reserves the right to extend this deadline in its sole discretion and to disqualify any late registrations. Except with the prior written consent of Citi, no amendments shall be made to any registrations (including the composition of any team) after the Closing Date.
- 3.3 The Hackathon commences on 04 September 2023 and ends on 08 September 2023.

4. ENTRY REQUIREMENTS

- 4.1 All software and/or solutions (“**Submissions**”) submitted by you must not infringe the intellectual property rights of any third party. If you will be submitting any music, videos, or graphics with your Submissions, you must have obtained the relevant rights, licences and/or approvals.
- 4.2 All Submissions must not contain any offensive, obscene, indecent, inappropriate, hateful, threatening, malicious, corrupt, defamatory or libellous expressions.

5. CHANGES TO THE HACKATHON

- 5.1 Citi reserves the right at its sole and absolute discretion at any time to change, amend, revise, suspend or discontinue the Hackathon or any part of it without notice or reason.
- 5.2 By continuing with your participation in this Hackathon, you confirm that you have read, understood, fully agree to and unconditionally accept any such changes made by Citi.

6. EQUIPMENT AND EXPENSES

- 6.1 Your participation in this Hackathon is at your own risk and expense, and you shall (a) be solely responsible for providing all hardware, software, Internet network connectivity and other relevant equipment, including ensuring their compatibility and/or availability; and (b) bear all associated costs and expenses relating to and/or arising out of your participation in this Hackathon.
- 6.2 Citi shall be providing the virtual environment to which participants are required to log in in order to participate in the Hackathon.
- 6.3 You undertake to make use of any Citi facilities, information, materials and equipment provided by Citi strictly for the purpose of the Hackathon, with the utmost care and diligence, and in compliance with any rules of conduct and safety. You will be held liable for any damage caused to people or property.

7. INSTRUCTIONS AND SUBMISSIONS

- 7.1 You shall comply with all instructions and/or directions that Citi may provide at any time, with regards to the administration and/or conduct of this Hackathon. You shall also comply with any additional instructions or requirements regarding the format and manner of presenting your Submissions to Citi.
- 7.2 You shall undertake to observe the following conduct:
- a. not to infringe the intellectual property rights including copyrights, patents, trade marks, or other rights;
 - b. not to use (i) any expressions that incite violence or forms of discrimination, obscenity, or defamation, or (ii) any content that is offensive, vulgar, defamatory, or that violates privacy or is otherwise against applicable law, as well as advertising content or content that concerns political or religious views or other such ideologies;
 - c. avoid developing program applications or making submissions that are clearly off topic compared to the assigned challenge;
 - d. not to receive assistance outside the team in any manner or form, whether by way of e-mail, text messaging or other forms of communication;
 - e. not to use the Citi's Intellectual Property, including proprietary indicia, trade marks, service marks, trade names, logos, symbols or brand names or refer to or identify the Citi in advertising, publicity, or promotional or marketing activities, publications or correspondence without, in each case, securing Citi's prior written consent.

8. ASSESSMENT

All Submissions submitted by you for this Hackathon shall be assessed by a panel appointed by Citi. The panel will, at its sole and absolute discretion, select, score and rank the top participants or teams. All decisions by the judges are final and not subject to review and/or appeal ("**Final Results**").

9. AWARDS

- 9.1 All awards, including any awards available and the eligibility criteria to receive any awards, are determined by Citi at its sole and absolute discretion. Citi reserves the right at any time to change, substitute and/or forfeit the award(s) available and/or eligibility criteria to receive any awards. Awards cannot be transferred or substituted by any recipient and/or exchanged for any cash or other awards. If any participant and/or team does not accept any award, Citi may at its sole and absolute discretion, forfeit the award entirely and/or select an alternate recipient to receive the award.
- 9.2 You or any member of your team confirm that by accepting any award, you agree to participate in any marketing, promotion, publicity and/or other key events relating to the Hackathon as requested by Citi.

10. DISQUALIFICATION OR WITHDRAWAL

- 10.1 At any time before the Final Results are announced, you may withdraw from further participation in this Hackathon, by giving written notice to Citi with the reasons for your withdrawal. Citi reserves the right at its sole and absolute discretion at any time to disqualify and prevent you from further participation in the Hackathon, if Citi, at its sole and absolute discretion determines that:
- (a) Your Submissions: (i) contains any offensive, obscene, indecent, inappropriate, hateful, threatening, malicious, corrupt, defamatory or libellous expressions and/or content; (ii) violates the terms of use of any website, social media service or platform, mobile application or any other platform used in connection with your Submission; (iii) infringes any intellectual property rights of any third party; (iv) violates any applicable law; or (v) does not comply with any of these Terms; or
 - (b) You are involved in any: (i) verbal or physical abuse, inappropriate touching or harming of Citi's staff, any other persons and/or participants involved in the Hackathon; (ii) damage and/or destruction to any equipment, property or chattel belonging to Citi or any other person during the course of the Hackathon; (iii) breach of these Terms or any other agreements entered into in connection with this Hackathon; (iv) compromising (or attempting to compromise) the operation of this Hackathon, including by cheating or committing fraud in any way; or (v) where continued participation in the Hackathon may affect your health or personal well-being.
- 10.2 When exercising its rights of disqualification, Citi may at its sole and absolute discretion determine whether to disqualify you, one or more members of your team or your entire team. If certain member(s) of your team are disqualified, the remaining member(s) may continue participating in this Hackathon without the disqualified member(s), and without the right to replace any disqualified member(s). The remaining member(s) may also elect to withdraw from the Hackathon. You agree that Citi shall not be liable for any losses or damages you may suffer, arising out of any such changes or discontinuation.

11. INTELLECTUAL PROPERTY

- 11.1 You will retain ownership over any intellectual property (including your Submission) developed, created or generated by you prior to and during the course of the Hackathon. In consideration of your participation in the Hackathon, you hereby grant to Citi, a non-exclusive, transferrable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, modify, reproduce, distribute and create derivative works (or have others exercise such right and licence on their behalf) of all intellectual property in any Submission (including copyright in any source or object codes) (collectively referred to as "**Submission IP**"), whether or not for Citi's business or operational purposes, and including the right to sub-license such intellectual property or derivative works. For the avoidance of doubt, the ownership of all intellectual property comprised in any derivative works created by or for Citi shall vest solely in Citi.

- 11.2 You undertakes, at the request and sole cost and expense of Citi but without any compensation to the participant, to (i) hand over to Citi all Submission IP in any medium, and (ii) sign, execute, make, and do all such deeds, documents, acts, and things to give effect to the rights and obligations set out in this Clause 11.

12. WARRANTIES

By registering for and participating in this Hackathon, you represent, undertake and warrant that: (a) you have the requisite rights, licenses and approvals necessary to grant the license in Clause 11 to Citi; (b) your Submission will not infringe upon any third party intellectual property or proprietary rights (including confidential information or trade secrets); (c) your Submission will not incorporate or be developed with any equipment, software or tools that would prevent or prohibit Citi from using the licence expressly stated in the manner described in Clause 11 above; (d) Citi will not be required to seek the consent of a third party to use the licence expressly stated in the manner described in Clause 11 above; and (e) if you are a team participant, you and every participant in the team is jointly and severally responsible for complying with these Terms.

13. DISCLAIMERS AND INDEMNITIES

- 13.1 This Hackathon and any services or materials provided by Citi in connection with this Hackathon, are made available on an “as is” and “as available” basis. Citi hereby disclaims all representations, conditions and warranties of any kind, whether express, implied or otherwise, in relation to this Hackathon and the services or materials provided in connection with this Hackathon, and Citi disclaims all liability in respect of the Hackathon, to the extent permissible by law.
- 13.2 You agree that you are participating in the Hackathon at your own risk. You also agree not to hold Citibank N.A., Singapore Branch and any of its affiliates, its employees, agents and/or representatives liable for any death, bodily injuries, accidents, loss or damage arising out of or in connection with your participation in the Hackathon.
- 13.3 You shall indemnify Citi (including for this purpose, every officer and department thereof) and keep Citi fully indemnified against all actions, proceedings, claims, demands, judgments, awards, costs, losses, charges, penalties, reasonable attorney’s fees (on an indemnity basis), damages and any expenses of any nature which may be made or brought against or suffered or incurred by Citi, whether directly or indirectly arising out of or in connection with your failure to comply with your obligations under these Terms.

14. LIMITATION OF LIABILITY

- 14.1 In no event shall Citi be liable to you for any special, indirect, incidental, consequential damage of any nature whatsoever including any loss of profits, loss of revenue, contracts, anticipated savings or business, pure economic loss, loss or corruption of data, loss of opportunity and/or expectation loss. Citi’s aggregate liability to you, whether in contract, tort (including negligence) or otherwise for any and all losses, damage or

liabilities caused or arising from any breach, failure or default to perform any of its obligations (whether arising under these Terms or at law), and regardless of the number of claims, shall not exceed the aggregate sum of S\$1,000.

15. TERMINATION

- 15.1 Without prejudice to the foregoing or any part of these Terms, Citi reserves the right to discontinue, terminate or postpone this Hackathon at any time, at its sole and absolute discretion, without prior notice to you, and without incurring any liability to you. In the event of such termination, Citi shall not be liable to you by reason of such discontinuance, termination or postponement and Citi shall be discharged from any liability under these Terms.
- 15.2 Clauses 11 to 16 shall survive the conclusion of this Hackathon or the termination of these terms.

16. PERSONAL DATA

- 16.1 Citi may be required to collect your personal data during the course of your registration and/or participation in this Hackathon.
- 16.2 You consent, to the collection, use and retention of your personal data (including by way of photography, audio and video recordings) by Citi, for the following purposes (collectively “**Purposes**”):
- a. processing, servicing and managing your registration for and participation in the Hackathon, including distribution of prizes and/or showcasing winning entries in any print and digital media (including online and/or electronic platforms) (collectively “**Media**”);
 - b. advertising, marketing and/or publicity-related purposes of Citi, namely, advertising, marketing and/or publicizing the Hackathon (whether by itself or together with any other competitions, events or activities of Citi) in any Media;
 - c. using photographs and video recordings in any of Citi’s publications, including but not limited to websites, press releases, communications, publications and social media portals; and
 - d. to contact you for all matters arising out of or in relation to the Hackathon or these Terms.
- 16.3 You further acknowledge and consent to:
- a. Citi’s ownership of all rights in and to the photographs, audio and video recordings containing personal data, with all rights for Citi to edit, alter, copy and/or exhibit such photographs and video recordings for its publications. Such publications may refer to both internal publications which is accessible to all representatives of Citi and its affiliates including employees and representatives globally and external publications which is accessible to the general public; and

- b. the disclosure of your personal data to authorized third parties of Citi, for the Purposes.

17. AMENDMENTS

- 17.1 Citi may at its sole and absolute discretion amend these Terms without prior notice or reason.

18. THIRD PARTIES

- 18.1 A person who is not a party to the Terms has no right under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any of the provisions in these Terms.


19. GENERAL TERMS

- 19.1 These Terms contains the entire and whole agreement between the parties in relation to this Hackathon, and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements relating to this Hackathon.
- 19.2 In the event that any provision of these Terms is held to be invalid, illegal or unenforceable, such provision shall be deemed amended to achieve the effect of the intent of the Parties in a valid, lawful and enforceable manner, or if not possible then deleted and ineffective to the extent thereof, without affecting any other provision of these Terms.
- 19.3 A waiver of a party's rights shall be in writing and shall not prevent the party's further exercise of the same or any other right.

20. GOVERNING LAW

- 20.1 These Terms and all subsequent variations shall be deemed to be made in Singapore and shall be subject to, governed by and construed in accordance with the laws of the Republic of Singapore.

I hereby warrant that I am of legal age and have every right to contract in my own name, or that I am the parent; legal guardian, or authorized agent of the undersigned person whose full name appears below. I state further that I have read this agreement, prior to its execution, and that I am fully familiar with the content thereof.

Signed : 

Print Full Name : Chua Yi Justina

Email Address or Telephone Contact : chuayijustina@gmail.com

Date : 30 Aug 2023