Hack&Fly Terms & Conditions

Overview

Paris-Charles de Gaulle Airport, organizes in cooperation with Schiphol Nederland B.V. ("Amsterdam Airport Schiphol") (hereinafter referred to as "The Organizers", and individually referred to as "the Organizer") in Paris and Amsterdam, a free contest without any obligation to buy, named Hack&Fly Hackathon ("Hackathon").

The theme of the Hackathon is: 48-hour Hackathon developing apps/services that improve the airport experience on both airports.

The competition

The registration for the Hackathon will be rolled out as followed:

48 hours Hackathon, will permit participants to, on-site in Paris and Amsterdam, pitch their idea, design and develop products with accessible data (open source or delivered by the organizers) and technologies, in order to win a prize or incubation.

Role of The Organizer

• The Organizer is in charge of organizing the Competition.

• The Organizer will organize the Hackathon and set up a jury deciding about the winners of the Hackathon ("Jury").
• The Organizer retains the right to change, supplement, add provisions or remove provisions from these terms.

What are the start and end dates?

The 48 hours Hackathon will take place in Amsterdam and Paris on June 5, 6 and 7, 2015 (see complete agenda below). On the 21st of May there will be a workshop for developers to have the possibility to learn more about the themes, data and partners of the Hackathon and pitch their ideas.

Who may enter?

A participant is eligible to enter into the online registration if he/she meets the following requirements at the time of entry:

• Participant is a natural person of at least 18 years of age. Participation is strictly excluded for all the Organizer's staff and their relatives, or all person which have been involved, directly or indirectly in the organization of the Hackathon.

• Ideally be marketer, developer, idea generator, designer

• By registering on website, the participant agrees:

-To abide by all the rules stated in this document.

-To release and hold harmless The Organizer, its subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind, arising from or in connection with the challenge or any prize won the participant is responsible for.

-To agree that all The Organizer's and Jury's decisions will be final and binding on all matters related to the Competition.

-That any photo or video containing his likeness or voice, as may be shot or filmed during the Hackathon, may be published by The Organizer, in part or in full, with or without stating the participant's name, on any media, including but not limited to The Organizer's website and or Facebook page, at The Organizer's sole discretion. Before participating in the Hackathon, the Organizer will again ask for such respective written consent by separate document.

How to register for and participate in the Competition?

Each participant can register on the website: www.hackandfly.com by clicking the register button of the city they want to participate in. The registration will be done by a pop-up of Eventbrite and requires a name, email address, ticket type (marketer, developer, idea generator or designer).

Registration for the Hackathon in Paris and Amsterdam is free of charge.

• The number of participants is limited to the welcome capacity of the venue of the Hackathon in Paris and Amsterdam (200 in each city), and The Organizer may close registration before the end of the Registration Period in case the maximum number has been reached.

• The Organizer may prolong the Registration Period at his sole discretion. In such case the dates of the Hackathon will be postponed accordingly. The Organizer will inform the registered participants in due course before such prolongation.

General Requirements for entries and participation

• In the Registration Period, participants have the following opportunities:

- Develop and enhance ideas they would like to present and build during the 48 hours Hackathon.

• Participants agree that their submitted ideas:

- Will not include illegal, vulgar, offensive, racist or otherwise inappropriate, discriminating or manifestly contrary to public order content. Otherwise the content used by Participants will not infringe the rights of third parties;

- Will not encourage the use of controlled substances, including but not limited to alcohol and drugs;

The Organizer reserves the right to disqualify, at his sole discretion, any participant who does not comply with the above-mentioned criteria.

Progress of the Hackathon

The Hackathon will take place in Paris and Amsterdam.
Attending the Hackathon weekend is free of charge for the participants.

The Organizer will assume costs for board and lodging. However, traveling costs to get to the Hackathon in Paris and Amsterdam will not be assumed by The Organizer and must be assumed by the participants themselves.

Subject to possible changes, The Organizer plans the Hackathon agenda as follows:

Thursday 21st May – Workshop

7 pm : opening / hackathon presentation/ dinner (all night buffet)
7:30 pm : Aéroports de Paris/Schiphol data presentation
7:45 pm : partners presentation
8 pm : pitch roulette
9 pm : speed coaching / networking
10:30 pm : closing

Friday 5th June - Hackathon

7 pm : Opening
7:30 pm : Aéroports de Paris/Schiphol presentation
7:45 pm : partners presentation
8 pm : pitches session
8:40 pm : teams constitution and dinner overnight

Saturday 6th June - Hackathon

9 am : breakfast
1 pm : lunch
7 pm : dinner
11 pm : production night

Sunday 7th June - Hackathon

9 am : breakfast
12:15 pm: pitch training plenary
1 pm : lunch
3 pm : teamwork end
3:30 pm : final demo
5:30 pm : end of the demo and deliberation
7:30 pm : winners announcement

And the Winners are...

The Jury will select the winners of the Hackathon according to the following judging criteria. Each criterion is weighted equally and represents 25% of the total score:

• Completion: deliver a simple, complete user experience and best effort to deliver it without any bugs, viruses or defects

• Interface: develop an understandable and user-friendly interface with good 'navigability'

• Originality: propose a new concept and target new domains using the potential of the provided dataset and materials.

• Relevance: the project must respond to a real need, be marketable and be usable by both airports team.

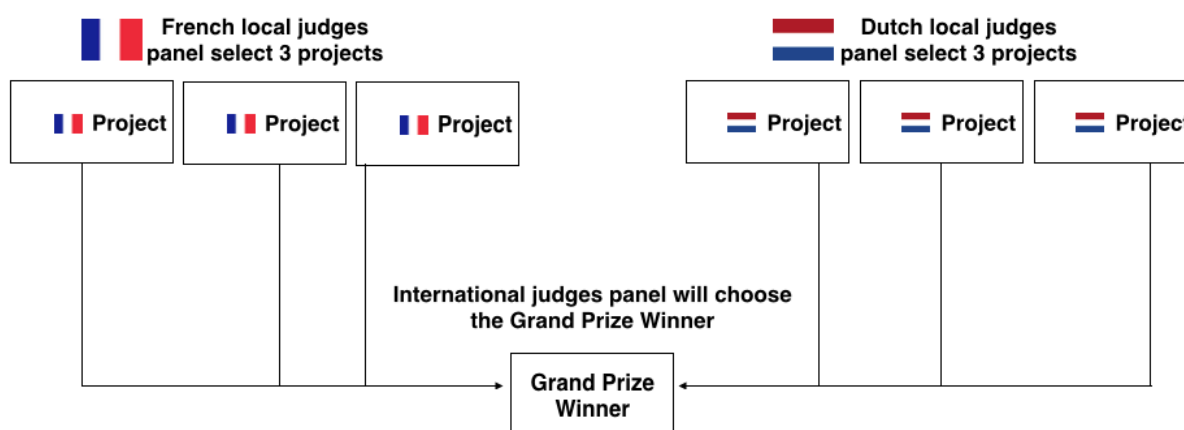Any results which be unusable or unsuitable for further use will be excluded.

The Hack and Fly hackathon will have 6 winners. 1 Grand Prize winner and 5 local winners.

Winners selection:
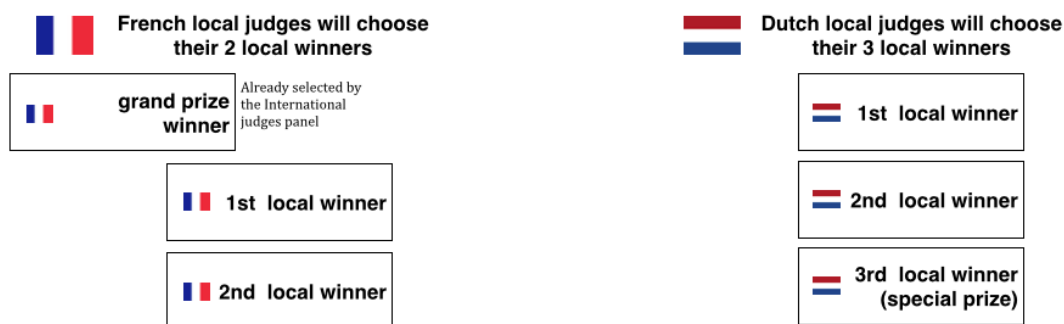The winners selection process is in 3 steps:
1. 6 finalists selection by 2 local judges panels.
2. 1 grand prize winner selection by the international judges panel.
3. 5 local winners ranking by the 2 local judges panels
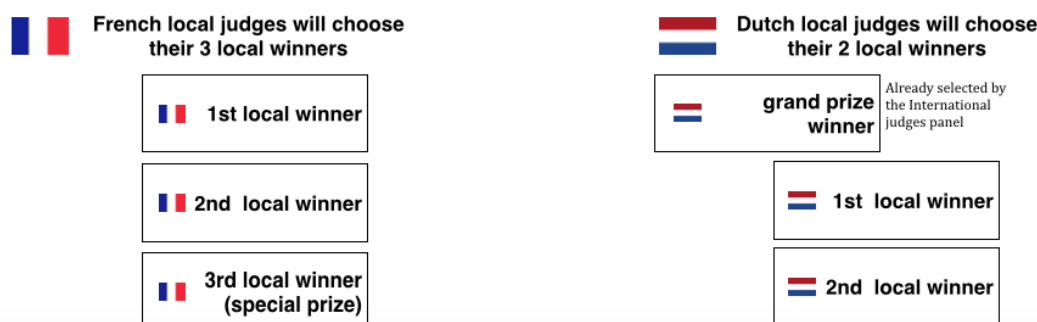
Steps 1 and 2

Step 3

If the Grand Prize Winner is French

If the Grand Prize Winner is Dutch

Step 1: 6 Finalists selection by local judges.

1 judges panel in Paris and 1 judges panel in Amsterdam will select separately the 3 best projects created in their country. The objective of this local judges selection is to get 6 selected teams: 3 from Paris and 3 from Amsterdam.
In both cities, the judges panel will follow the same requirements:
- 3 to 8 judges in each panel
- Judges panel composed of
    - Aéroports de Paris employees and potentially partners in Paris
    - Schiphol Airport employees and potentially partners in Amsterdam.

In both cities, judges follow the same process. All the decision taken will be for their city only.
June 7th around 14:30, judges will see all the final demos of the projects developed in their city. Around 16:30, the judges panel will meet to select their 3 finalists. The 3 finalists should be the 3 best projects created in each city according the hackathon's criteria, which are listed above.
Around 17:00, each local panel will announce to the organizers their 3 local finalists.

Step 2: 1 Grand Prize winner selection by the international judges panel.

June 7th around 17:00, BeMyApp will get 6 finalists, 3 from Paris and 3 from Amsterdam. Around 17:15, the International judges will have a conference call to select the Grand Prize winner.
The International judges panel will be composed of 3 to 7 people: 1 representing Aéroports de Paris, 1 representing Schiphol Airport and the other ones will be external people: bloggers, journalists, startupers, developers.
The 6 finalists will have 3 minutes to present their project to the international judges panel.
After presentation, the judges will have to select the grand prize winner.

Step 3: 5 local winners ranking by local judges.

Around 18:00, the organizer will announce to each local judges panel who is the grand winner.

The 5 other finalists will be ranked for local prizes in each city.

Scenario A - the Grand Prize winner is French.
The French local judges will rank 2 local prizes (1st and 2nd local winners). They can't choose the Grand Prize winner.
The Dutch local judges will rank 3 local prizes (1st, 2nd and 3rd local prizes).
The 3rd local prize will be named "special prize".

Scenario B - the Grand Prize winner is Dutch.

The French local judges will rank 2 local prizes (1st and 2nd local winners). They can't choose the Grand Prize winner. The French local judges will rank 3 local prizes (1st, 2nd and 3rd local prizes). The 3rd local prize will be named "special prize".

If the local judges panels do not have time to meet again they can prepare a ranking anticipation (define prepared ranking depending on if the grand prize winner is French or Dutch).

Around 18:15, the winners will be announced to the Audience.

In the event of a conflict of interest, a member of any judges panel may disqualify him- or herself or be disqualified by The Organizer from passing judgment on a particular team or participant. Such disqualification shall not affect the judging or review of the team or participant's submission by other members of the judges panel.

The members of any judges panel might change at The Organizer's sole discretion and upon availability

Prize award

Prizes distribution will be managed by BeMyApp. The Organizers shall not be liable to any person for any claim regarding the prizes distribution. Prizes will be distributed as follows:

1x **Grand Prize**
€2500 + Flight Ticket + Hotel (1 week) + pass for an event in: San Francisco in the limit of 5 people (value of €15.000). Prize includes two-way flight tickets (Paris or Amsterdam/San Francisco) and hotel (2 stars, breakfast included) private accommodation rental for seven nights. Date of the trip will be communicated later on. Any other costs will be assumed by the winners. Any administrative document required by the United States will be the responsibility of the winners.

2x - **1st City Prize**
Weekend in Paris for 1st Amsterdam Prize and weekend in Amsterdam for 1st Paris Prize in the limit of 5 people. This prize includes two-way plane tickets and hotel (2 stars, breakfast included) or private accommodation rental for two nights in the limit of 5 people (value of €4.500 for each city). Date of the trip will be communicated later on. Any other costs will be assumed by the winners.

2x - **2nd City Prize**
Drones Parrot BebopDrones (value of €499.90) : 1 drone per team member in the limit of 5 people.

1x **Special Prize**
Private tour of the airport (Charles de Gaulle Airport if the winning team is in Paris, Schiphol Airport if the winning team is in Amsterdam) + MiniDrones Parrot JumpingSumo (value of €159.90) : 1 drone per team member in the limit of 5 people.

The Organizer may offer incubation spots for one or several teams in each place. After this incubation counsels, some of the teams could be offered the possibility to join an incubation program. In this case, Terms & conditions will be defined between those team(s) and Paris-Charles de Gaulle Airport and Amsterdam Airport Schiphol by separate document.
The Organizer reserves the right to change the prize pool. All prizes are not transferable and cannot be paid out in cash. Prizes will be distributed within three months following the end of the event. The prizes should have been claimed before the 07/06/2016. Beyond that date, the participants will be deemed to have waived their rights to claim the prizes.

In addition to these prizes, partners may offer specific prizes. Partners will have the responsibility of defining and distributing these prizes. The Organizers shall not be be liable to any person for any claim regarding the prizes distribution. Participants are advised to contact directly the partner offering the price they won.

Intellectual Property and Confidentiality

DATA: As part of this commitment, the term "data" includes all information and all data submitted by the Organizer during the Hackathon, via electronic media, in writing, visually or verbally, possibly in re-usable formats in the terms and conditions of this commitment, and without limitation all documents, files or any disclosure of information means that can be selected by the Organizer or re-utilization during the period of validity of that commitment.

Within the Competition, no assignment from the participants on any part of their exploitation rights and the property of their projects is required. However, the participants can propose to The Organizer to acquire the usage rights for business purposes. The parties will have to formalize this transfer of rights within the framework of a written agreement.

• For the avoidance of doubt, any data or material provided by The Organizer during the Competition shall remain the sole property of The Organizer and the participants shall not have any rights in such data or material. The participants are only entitled to use such data or material for the purposes of the Competition and shall not use it afterwards, also in case the participants

have integrated the data and material in their works created during the Competition ("Work Results").

• The participants expressly authorize The Organizer, to publish, to communicate, to expose and to disclose, divulgate and represent the submitted ideas and Work Results verbally, graphically or in writing, in any medium worldwide and during five years after the end of the event without restrictions in time, and by any means, either present or future, free of charge, in relation to this Competition.

• During the Hackathon, participants will have to use their own work and material, which shall be free of third party rights (i.e. open source software). Third party elements, including open source software, must be clearly identified with their version as well as the applicable terms of license and any and all other details concerning their use.

• The Work Results shall, in no event, infringe in any manner or induce infringement of any third party intellectual property rights. Should the right from identified third party right owner not being commercially available; the Work Result may not be qualified to win the prize. The participant undertakes to indemnify The Organizer against all claims asserted by third-parties against The Organizer due to an actual or alleged infringement of rights resulting from the use of the Work Results, as well as against all litigation costs (including reasonable attorney fees) required to defend The Organizer against such claims, unless The Organizer itself is responsible for the infringement of rights.

• Each participant is solely responsible for maintaining the confidentiality and security of the data. Participant agrees not to disclose or otherwise make available any confidential information to any third party. Participant immediately notifies the relevant Organizer of any loss or unauthorized use of the data. A dataset considered to be anonymous may not be combined with another dataset in such a way that one or more individuals can be directly or indirectly identified or individualized. The Partners believe that no individual can be directly or indirectly identified in their data and that it should not be possible to identify an individual in any combination with the data, taking into account all the means that are reasonably likely to be used to identify them. However, in the event that a participant turns out to be able to directly or indirectly identify an individual during or after the Hackathon, he must inform the Organizer(s) immediately and refrain from developing a product enabling such identification or any other usage of the data enabling such identification. This allows the Organizer(s) to mitigate any risk that may derive from this identification.
The participants shall not disclose and/ or use any information if doing so is in violation of an obligation of antitrust law and/ or confidentiality.

Litigation and Civil Liability

The Organizer is fully entitled to shorten, to extend, to modify or to cancel the Hackathon should circumstances so require without any liability; in such event, The Organizer is responsible for any costs that might appear.

• The Organizer is fully entitled to disqualify a participant or a team who does not abide by the Rules or acts in any other way which is deemed inappropriate by The Organizer; such inappropriate behavior could for example be the taking of drugs or other illegal substances during the Hackathon, harmful and discriminating statements, hacking or manipulating or attempt to hack or manipulate the IT system or the data of The Organizer.

• The Organizer and the respective subsidiaries and branches of The Organizer are not responsible and assume no liability for lost, misdirected or late submissions or for (i) electronic transmission errors, (ii) theft, destruction, change of or unauthorized access to submissions, (iii) technical problems, malfunctions or errors in the operation of any hardware or software which are necessary for the transmission of submissions or the planned Competition procedure, including computer viruses and bugs, or for manipulations, unauthorized access, scams, overload of the Internet or a website or any combinations of these, nor for other causes not subject to the inspection by The Organizer and the respective subsidiaries and branches of The Organizer. In case any of the above events occurs, The Organizer retains the right to take one or several of the following measures according to its sole discretion: to disqualify each person who manipulates the submission or voting procedure as well as to adjust, change, postpone or cancel the Competition.

ATTENTION: each attempt to intentionally damage a website or to undermine the legal procedure of the Competition is a breach of provisions under criminal and civil law; in such a case The Organizer retains the right to demand compensation from the concerned persons using all legal possibilities.
• Participants, who are employees of a corporation, government agency, or an academic institution, are responsible for ensuring that their participation complies with any policies their corporation, agency, or institution may have regarding participation in contests of this type. If The Organizer has reason to believe that a participant violated any of those policies, The Organizer reserves the right to prohibit the participant from participating in the Event or receiving a prize at any time. The Organizer is not responsible for any disputes arising between a participant and his/her employer. Also, The Organizer will not be held liable in case of litigation with companies who have developed the offered prizes.

Applicable Law, severability clause:

The French law with regard to the Hackathon in Paris and Dutch law with regard to the Hackathon in Amsterdam govern all complaints associated with these terms. The courts of Paris and Amsterdam, respectively shall have exclusive jurisdiction for any disputes arising out of or in connection with these terms.

In case a provision in these terms is considered to be unenforceable, the effectiveness or feasibility of the remaining terms shall not be affected by this and the unenforceable term shall be replaced by an enforceable term coming closest to the underlying intention of the unenforceable term.