#### **Terms and Conditions**

# The Portuguese Quantum Hackathon (PQHack 2025)

(the "Event")

### **EVENT RULES**

(the "Rules")

This Event is co-organized by Pasqal, the University of Porto, and the University of Coimbra. (the "Organizers")

This Event is sponsored by Pasqal. (the "Sponsor")

This Event will be hosted in-person at the Department of Physics of the University of Porto. (the "Host" or "Event site")

The aim of these Rules is to set out the terms and conditions governing your participation in the Event. By participating in this Event, you fully and unconditionally agree to comply with these Rules. If you do not agree with any of these Rules, do not register for this Event and do not submit an entry.

#### 1. TERM

This Event begins on the 8th of February, 2025, at 11:00 GMT+00 and ends the 9th of February, 2024, at 16:30 GMT+00. Up to date information on the Event will be available on the event website <a href="https://pqhack.org/">https://pqhack.org/</a> ("the Event website"), subject to possible IT maintenance operations. Dates and times in these Rules refer to London Time (GMT+0).

# 2. AGREEING TO THE RULES

Any eligible person who is registered on the Event website and enrolls to participate in the Event ("Participant" or "You"), is required to review and accept these Rules. By accessing and accepting these Rules, You:

- 1. enter into a valid and enforceable contractual relationship with the Organizers regarding participation in the Event. The registration and enrolment in the Event does not set up any subordination relationship between the Organizers and the Participant, and
- 2. fully and unconditionally agree to comply with these Rules. Participants express their agreement by checking an online box while enrolling for the Event.

In case of non-respect of these Rules, the Participant will be immediately disqualified from the Event and no prize will be awarded.

## 3. REGISTRATION AND PARTICIPATION IN THE EVENT

To take part in the Event, we must receive your completed registration by the 15th of January, 2025, at 11:55pm GMT+00. To register, the Participant must complete the registration form provided in the Event website, and must have truthfully and accurately completed the required information, such as full name, email address, etc.

Any registration based on inaccurate, false or incomplete information will result in the Participant's disqualification. Refusing collection, recording and use of their personal data that is strictly necessary to performing the Event will result in the Participant's disqualification. The Participant is solely responsible for the information he/she provides when registering. Any intentional or unintentional mistake, anomaly or inconsistency, regarding this information, may result in the Participant's disqualification. The Organizers reserve the right to proceed with all necessary verifications regarding the Participant's identity, postal and/or email address.

The registrations will be validated by the Organizers and a subsequent confirmation of acceptance will be sent out to each individual. There is a limit of 40 Participants. Once the limit is reached, the registration form in the Event website will be disabled.

Registration for and participation in the Event is free, with no purchase or payment obligation.

## 4. ELIGIBILITY

This Event is open and offered solely to **Students or Young Graduates**: Any individual aged eighteen (18) years and/or with full legal capacity, who (i) is currently enrolled at a Bachelor's, Master's, Doctoral degree or equivalent at a post-secondary institution, or (ii) has recently graduated from a Bachelor's or Master's degree at post-secondary institution less than 5 years before the current academic year.

Any individual who has already completed their Doctoral degree is not eligible to participate.

All the documents that may confirm the Participant's eligibility may be required prior to awarding any prizes (e.g. identity document, registration certificate student card etc.).

This Event is not open to employees and representatives of the Sponsor and the members of their families.

This Event is void in countries where it is prohibited or restricted by law.

This Event is void in countries belonging to the EU Sanction Map.

### 5. PURPOSE OF THE EVENT AND PARTICIPATION

Participation in the Event must be as a team ("**Team**") of 2 to 4 members maximum. Individuals who register for the Event without a team will be required to form a team prior or during the Event. The Organizers will contact all such individuals to aid with this process.

The goal of the Event is for Participants to submit a solution to a problem meeting the requirements determined by the Organizers in the Event brief, formalized by a specific deliverable. The brief includes information regarding deadlines, the solution requirements, Sponsor requirements etc. (the "Brief"). The topic of the Brief will be in fundamental algorithms for Quantum Computing. The Brief will be distributed in person to each individual during the Event and will contain all the information required to guide the teams in solving the proposed problem, how to deliver the solution, and the criteria that will be used to evaluate the solutions.

#### 6. DELIVERABLES

To be eligible, Deliverables must (i) address the specific problem set out in the Brief, (ii) be in accordance with the data format requirements set out in the Brief, (iii) be in English, and in general terms must comply with these Rules.

If a Deliverable cannot be downloaded, is not in the right format or is incompatible, illegible, or unintelligible, the Deliverable will be disqualified.

By submitting a Deliverable, the following needs must be respected:

- The Deliverable includes exclusive contributions from a Team.
- Otherwise, if content from a third party has been used in the development of the Deliverable, all rights, authorizations and agreements necessary to submit the Deliverable and grant the rights mentioned herein have been obtained. The existence of uncredited third-party contributions in the Deliverable will result in the disqualification of the Deliverable and the related Participants;
- No other individual and/or entity is entitled to claim any rights from the use of the Deliverable; and
- The content of the Deliverable does not and will not infringe or violate any rights of any third party or entity, including, without limitation, intellectual property rights, privacy, competition law, confidentiality, or any contractual or extracontractual right. All deliverables suspected of any law(s) and/or any third party's right will be ineligible.

Participants are responsible for and shall bear any costs or expenses associated with preparing and submitting Deliverables. Participants assume all risk for damaged, lost, late, incomplete, invalid, incorrect or misdirected Deliverables.

## 7. EVENT PROCESS

The Event consists of three parts:

**Introduction.** The Organizers will present the necessary information to the Participants regarding the proposed problem and tools required to solve it.

**Hacking period.** The Teams will have 24 hours to solve the proposed problem and submit their solution Deliverable according to the requirements proposed in the Brief, starting on the 8th of February, 2025, at 12:00 GMT+00 and ending on the 9th of February, 2025, at 12:00 GMT+00.

If a Team does not submit a Deliverable before the deadline, this will be considered as a withdrawal from the Event. The Team will not be eligible to receive a prize.

**Evaluation period.** The evaluation of the Deliverables will be carried out by a juri composed of representatives from the Organizers who are experts in the problem type described in the Brief (**the** "**Juri**"). The Juri will be present at the Event site, and collectively evaluate the Deliverables according to the evaluation criteria described in the Brief.

Once all Deliverables have been graded by the Juri, the three Deliverables with the highest score will be identified and announced during the closing session.

The classification of the Deliverables and announced winners disclosed during the closing session by the Juri is final, and cannot be contested by any of the Participants.

You agree and acknowledge that the Event relies on your creativity, capacity, ability, and ingenuity to solve difficult problems. The Event does not depend, even partially, on chance or luck, and therefore should not be considered as a lottery. Under no circumstances are factors such as appearance, religion, membership in a trade union, political opinions or sexual orientation considered.

## 8. PRIZES

A total combined prize pool of 1.500€ is available to be given out. This amount will be distributed by the top-three winning teams. The exact amount of each prize will be determined by the Juri during the evaluation period, according to the specific scores awarded to the Deliverables and other subjective criteria such as creativity, ingenuity and originality.

The exact amount given to each of the winning teams will comply with these rules:

- There will be a Grand Prize, a Second Place Prize, and a Third Place Prize
- The Grand Prize will be at most 1.000€
- The Third Place Prize will be at least 200€
- The sum of the three prizes will be 1.500€

No assignment or transfer of prizes is allowed by a winner. If a potential winner cannot be reached, is unable to accept the prize or any portion of the prize for any reason, the Sponsor shall have no further obligation to such potential winner. The Sponsor will not replace any lost or stolen prizes after being awarded to winners. Winners will accept the prize "as it is". Sponsor disclaims any warranty regarding the Prizes.

In the event a Participant (a winner) cannot be reached, by email or by phone, for more than three (3) months after the first attempt to reach them was made, he/she will be deemed as having waived their right to claim the prize and will not be entitled to any prize or any kind of compensation.

If the prize as initially planned is unavailable, the Sponsor will be free to substitute another prize of similar value. Any such decision is at Sponsor's sole discretion.

Any Participant who does not fulfil the conditions of Participation as provided in the Rules during their registration and/or at any time during the Event will be summarily disqualified from the Event without prior notice and will not be entitled to any prize. In the event that a prize is awarded to a Participant who does not meet the conditions of Participation when registering or throughout the duration of the Event, Sponsor reserves the right to require the Participant to return the awarded prize.

#### 9. COMMUNICATION

The Participant acknowledges and consents that the Organizers may, and for the duration of the Event and for a period of one (1) year following the Event use the Event for publicity, including for Organizer advertising or other marketing purposes, (by any means and through any format (website, advertising banners, social networks, newsletter, press release) now known or unknown to date, free of charge or for a consideration.

In particular, you consent to the use, by the Organizers, of your name and surname, the name of the institution in which you studied or in which you obtained your diplomas and other biographical information, your image, the information regarding the Prize (if you are a winner), data that you submit with your Deliverables as well as the content of your Deliverables relating to the Event.

As an example, each Participant authorizes the Organizers to use the photographs taken during the Event to disseminate them via any communication medium.

Such use does not entitle the winner to any other payment than the Prize he/she received. The Organizers agree to cease use of the aforementioned elements in connection with the Participant at the end of the aforementioned period.

## **10. CONFIDENTIALITY**

The Organizers have no obligation to keep the information contained in the Deliverables confidential. In general terms, when submitting any Deliverables, the Participants understand, agree and accept that any information contained therein may be publicly disclosed by the Organizers.

### 11. INTELLECTUAL PROPERTY

**Definitions.** For the purposes of this section,

- "Intellectual Property Rights" refer to any copyright or other rights over a brand, a design
  or a model, a patent and, more generally, any element, (including trade secrets and
  knowhow), that may be protected by national and/or international laws or conventions on
  intellectual property ("Intellectual Property Rights")
- "Previous Rights" refer to any Intellectual Property Rights and/or any associated know-how held by the Participants before the start date of the Event ("Previous Rights")
- "Creations" refer to any software (including source and object code software), database, technical specifications, text, design, model, information, knowledge, method, process or product, as well as any resulting elements and/or processes likely or otherwise to be protected according to national and/or international laws or conventions on intellectual property developed by any Participant as a part of any submitted deliverable throughout the Event ("Creations").

**Warranty of non-infringement.** When submitting any Deliverable each Participant guarantees to the Organizers that he/she is the owner and/or holder of the Intellectual Property Rights regarding all or part of the Creations contained in the Deliverables submitted at any stage of the Event, and that he/she has obtained all rights and permissions regarding all pre-existing Creations and any elements of the Deliverables for which he/she does not hold the relevant rights.

Each Participant guarantees (i) that his/her contribution is original and unprecedented; (ii) that it does not infringe upon the copyright or any Intellectual Property Rights of any third party; (iii) that all the elements of which his/her submissions are formed, as well as all pieces of contributions and information communicated in the submission presentation documents are accurate, reliable and complete; and (iv) that the submission of the relevant Deliverables does not constitute an act of unfair competition of any kind.

It is compulsory for Participants to indicate the source of any pre-existing Creations of whichever nature and on whichever support that are included in any submitted deliverable. Any Deliverable involving several Participants constitutes a collaborative work and it should be treated as such in accordance with the applicable regulation in force.

**Liability.** The Organizers cannot be held liable for any infringement of the above provisions by Participants. Each Participant shall indemnify the Organizers against any disturbance, action, claim, opposition and demand or eviction attempt from any third party in connection with any Creation in the Deliverables (Intellectual Property Rights included).

By submitting a Deliverable and participating in this Event, you are not granting the Organizers any rights to any intellectual property supporting all or part of the Deliverable and the Organizers make no claim to ownership of your Deliverable or any intellectual property that it may contain.

# 12. MODIFICATION OF RULES, SUSPENSION AND CANCELLATION OF THE EVENT

**Update of the Rules.** The Organizers reserve the right to amend these Rules at any time, including the Event duration in case of operational imperatives, without prior notice to Participants regarding the enforcement or the validity of these amendments. Participants are encouraged to consult these Rules regularly. Participants expressly waive all claims or disputes related to any amendment to these Rules by the Sponsor. In case of significant amendments to the Rules, the Participants will be explicitly notified by the Organizers.

Should any paragraph of these Rules be declared or judged illegal, unenforceable or void by a court decision, the paragraph in question will be considered null and void, but all other unaffected paragraphs will be enforced within the limits of the law.

**Event Cancellation or Suspension**. The Organizers reserve the right in its discretion, to (i) cancel, terminate, modify or suspend the Event and these Rules, for any reason, at any time and without any liability, and (ii) to limit or restrict participation in the Event. The Sponsor will not be held liable for the modification, cancellation or suspension of the Event and no compensation or remuneration will be due to the Participants.

## 13. LIMITATION OF LIABILITY

The Organizers will in no way be held liable in the event of breakdown or failure, regardless of the cause, of any telecommunications network used that causes Participants difficulty in or prevents Participants from identifying themselves on or gaining access to the Event website.

Participants agree that the Organizers, its affiliates and all of their respective officers, directors, employees, contractors, representatives and agents ("Released Parties") will have no liability whatsoever for, and will be released and held harmless by Participants for any claims, liabilities,

or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death. Without limiting the foregoing, everything on the Event website and in connection with the Event is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdiction may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, in which case such limitation or exclusion shall apply only to the extent permitted by the law in the relevant jurisdiction.

Participation in the Event implies acknowledgement and acceptance of the characteristics, limits and risks of the internet and related technologies, particularly with regards to performance, response time, security of software and computer equipment against various potential attacks, such as viruses, logic bombs or Trojans, and loss or misuse of data. As a result, the Organizers will not be held liable in any way for any damage incurred by Participants arising from these characteristics, limits and risks, which Participants accept by registering and taking part in the Event.

The Organizers will not in any case be held liable for damages resulting from faults with or delays in the submission of deliverables by Participants, including refusal to accept these deliverables as a consequence of their submission outside the deadlines set out in the Rules, from faults with or delays to the sending of any emails by the Participant sent as part of the Event, or from any alterations made to the deliverables independently of the Organizers.

The Organizers will not in any case be held liable for damages resulting from services provided by a third-party relating to the prizes.

The Organizers will not be held liable for the consequences of a Participant's disqualification from the Event as a result of their violation of these Rules.

## 14. PERSONAL DATA PROTECTION

Participation in the Event requires the communication of the Participant's personal data ("Personal Data").

Participant's personal data is subject to processing within the meaning of the regulations on the protection of personal data (The EU 2016/679 General Data Protection Regulation and the Council of 27 April 2016, known as GDPR) for which the Sponsor defines the purposes and means and is, as such, "Data controller" within the meaning of the GDPR.

The purposes of the processing are:

• To meet the organization of the Event needs

• To organize the intermediation between the Participant and the Organizers, to ensure identification, communication and preservation of the exchanges with the Participant

In accordance with the provisions of the GDPR, the Organizers undertake to implement organizational and technical security measures to protect all Participant's Personal Data. The Sponsor undertakes these measures to allow the exercise of Participants' rights from GDPR.

## 15. CLAIMS

Any Participant's claims arising from the Event, should be addressed no later than thirty (30) days following the Event end date to info@pqhack.com. All claims must include: (i) the Participant's complete contact details (name, address, email address and phone); (ii) the name of the Event; and (iii) a clear and detailed explanation for the claim.