

HACKATHON PARTICIPATION AGREEMENT

Thank you for participating in the City of Peoria, IL Hackathon (“Hackathon”) hosted by the City of Peoria, IL (“City”). This Hackathon Participation Agreement (“Agreement”) is a binding legal agreement between you (the “Participant”) and the City with respect to the City of Peoria, IL Hackathon. Note that “you” or “your” refers to Hackathon participants (including their team members). “We”, “our” or “us” refer to the City and its affiliates and partners (collectively referred to as “Organizers”).

The Hackathon is a competition among individuals or teams who may compete to create one or more software applications or platforms (each, a “Prototype”) that meets the requirements set forth in this document. By registering for this Hackathon event or participating in any way, you fully and unconditionally agree to comply with all of the terms and conditions below. If you do not agree with any of these terms and conditions, do not register for and participate in this event and do not submit an entry or provide a submission.

1. Conditions for Participation

- a) Participant must be at least 18 years of age and a citizen or legal resident of the United States to be eligible to participate in the Hackathon. The City has the right, at its sole discretion, to disqualify any participant for breach of this Agreement. The City reserves the right to require proof of identity and/or eligibility from Participants in a form acceptable to the City. Failure to provide such proof to the satisfaction of the City in a timely manner may result in disqualification.
- b) The following people are eligible to participate, however they are not eligible to receive any cash prizes:
 - (i) individuals who are currently employed by the City of Peoria, IL;
 - (ii) individuals who are currently employed by Peoria Civic Hackathon sponsor organizations that have contributed \$500 or more to the event;
 - (iii) the immediate family (spouse, parents, siblings, and children) and household members of any persons that qualify under Section 1. (b) i-ii.
- c) If an individual listed in Section 1. (b) is registered as a participant on a winning team, they will not be eligible to receive any cash prize awarded to the team. Cash prizes are to be evenly distributed among the remaining and eligible team members.
- d) If you are an employee of a corporation, government agency, or an academic institution, you are responsible for ensuring that your participation in the event complies with any policies your corporation, agency, or institution may have regarding participation in contests of this type. If we have reason to believe that you violate any of those policies, we reserve the right to prohibit you from participating in the event or receiving a prize at any time. We are not responsible for any disputes arising between you and your employer.

2. Teams

- a) Eligible Participants may participate individually or as a “team” in groups of at least 2 individuals. It is recommended that teams remain between 2 and 7 individuals. Teams may be pre-formed prior to the event or formed/joined at the Hackathon. Teams must be finalized prior to participating in the Hackathon on August 12, 2017. Once teams are finalized, each Participant may only be on one team and may not switch teams. Participants without a team but who wish to be on one may be grouped

with another team on Day 1, depending on the particular challenge to be addressed by the team. Under these circumstances, a team may end up including more than 7 individuals.

- b) All members of your team must meet the eligibility criteria contained in this Participation Agreement. If any member of your team is ineligible or otherwise fails to comply with this Participation Agreement, the team as a whole may be disqualified in the Organizer's sole discretion. Each team is solely responsible for its own cooperation and teamwork. The Organizers will not officiate any dispute between members regarding their conduct, participation, cooperation, contribution, prize sharing or intellectual property ownership.

3. Registration

- a) Registration begins on July 12, 2017 at 9:00AM CST and ends on August 12, 2017 at 9:00AM CST (the "Registration Period"). Individuals who wish to participate must register for the Hackathon during the Registration Period at <http://www.peoriacivichackathon.org>. The Organizers will send a confirmation email to each registered Participant.
- b) The Hackathon begins on August 12, 2017 at 8 AM CST and ends on August 12, 2017 at 8 PM CST (the "Hackathon Period"), and will be held at the Civic Center, Peoria, Illinois.
- c) Registered Participants must be present in person to sign in to the Hackathon no later than 9:00AM on August 12, 2017 or they may be disqualified. As long as at least one representative from a team is present to sign in, the whole team is considered signed in.

4. Licensing and Intellectual Property Rights

- a) Intellectual property rights in each Entry will remain the property of the Participant(s) who create it. Ownership of intellectual property rights in materials and/or inventions associated with Entries created during or connected with the Hackathon will be in accordance with applicable law, or may be governed by employment, enrollment, or other agreements to which the Participant is bound to comply. You represent and warrant that there are no contractual or other obligations (including obligations associated with your employment) that would (i) prevent you from granting the licenses provided in this section, and/or (ii) prevent you from claiming Intellectual Property ownership rights in materials or inventions created by you and incorporated into your Entry. The City accepts no responsibility for resolving intellectual property disputes among Participants.
- b) Participation in the Hackathon does not require you to transfer ownership of your submission (or any part of it) to the City. However, by participating in the Hackathon, and entering a submission, you grant us an irrevocable, perpetual, paid-up non-exclusive, royalty-free, worldwide license to:
 - (i) use any information contained in your submission in the development or deployment of our products or services without any reference, liability or compensation to you.
 - (ii) feature your submission and all its content for promotional purposes in websites or other media without any reference, liability or compensation to you.
- c) However, the City is not under any obligation to use your team's submission for any purpose (even if it has been selected as a winning entry).
- d) You acknowledge that the Hackathon Entities and their affiliates, partner, and licensors, currently and in the future, may be developing software, techniques, ideas, products or services that may be similar to your Entry or other materials created or shared by you in connection with the Hackathon. Further,

your participation in the Hackathon, and your sharing with us of your Entry or other software, techniques, works of authorship, concepts, ideas or other materials (“Shared Materials”), shall not create any express or implied agreement or obligation that would in any way limit or preclude the Hackathon Entities or their affiliates from developing, having developed, creating, acquiring, using, licensing, distributing or otherwise exploiting products, content or services (provided they do not violate your Intellectual Property rights as described above) that are similar or identical to those Shared Materials, or otherwise place the Hackathon Entities or their affiliates in any different position from any other member of the public with respect to those Shared Materials. Further, you acknowledge and agree that all Shared Materials are submitted on a non-confidential basis, and that the Hackathon Entities and their affiliates shall have no obligation to not disclose or otherwise treat as confidential such Shared Materials.

- e) You hereby waive your moral rights with respect to the use of the Entry in accordance the License. You agree to execute all further documents that the City deems necessary to perfect the License or confirm the intent of this Agreement. You agree that you will not, directly or indirectly, challenge the validity of the License or participate in or support any action that disputes the City’s right to use the Entry in accordance with the terms of this Agreement.

5. Representations and Warranties

- a) You represent and warrant that:
 - (i) you are the original author of your contributions to your Entry;
 - (ii) to your knowledge, the Entry will not infringe on any third party’s copyright, patent, trademark, trade secret, right of publicity or property or any other right;
 - (iii) your Entry is not the subject of any actual or threatened litigation or claim;
 - (iv) your Entry will not be obscene, offensive, libelous, pornographic, threatening, abusive, or otherwise objectionable; and
 - (v) your Entry will not contain any content that is illegal, would constitute or encourage a criminal offense, or would otherwise give rise to liability or violate any law.

6. Entry Requirements

- a) Each Entry shall consist of a Prototype and any other information, presentation, or materials you (or your team) submits in connection with the Hackathon.
- b) We understand that during the competition, you may use content found on the internet for your solution. Participants are allowed to use open source tools and free-to-use content. Participants are also encouraged to use their own proprietary solutions to develop creative and efficient products. If you use any third party copyrighted materials, you must have appropriate permission and disclose the permission to us before or during the Hackathon. We will not be liable for any loss, damage, claim or expense relating to or resulting from any claim of infringement of any copyright, trade secret or other proprietary or intellectual property right of any third party. We reserve the right to ask you to take down any content that may infringe any intellectual property right.
- c) To be eligible, each Entry must:
 - (i) be submitted electronically in final form by 7:00PM CST on August 12, 2017 using the online form provided at the Hackathon;
 - (ii) be demonstrated in person by at least one Team member to the judges during the judging period;

- (iii) not contain any reference to or likeness of any identifiable third parties, without prior written consent. (Likenesses may be blurred);
 - (iv) not contain commercial messages or identifiable third party products or trademarks. (Third party logos should be blurred);
 - (v) not contain content that is or could be considered inappropriate, unsuitable or offensive (as determined by the judges); and
 - (vi) comply with all applicable law.
- d) An Entry which does not comply with the terms and intent of this Agreement, as determined by the Organizer in its sole and absolute discretion, may be disqualified. Late entries will not be accepted, and incomplete entries will be disqualified. Incomplete entries refer to those which do not meet the eligibility requirements for entry listed in Section 6. (c).

7. Judging

- a) Hackathon winners will be chosen from individual and team entries by a panel of judges selected by the City. The panel of judges will be in charge of reviewing eligible Entries and determining the winners. You may present your Submission in any way you see fit, but you are encouraged to explain and demonstrate how your Submission meets the judging criteria below.
- b) The judges' decision(s) will be final, binding, and uncontestable.

8. Prizes

- a) Potential winners will be announced shortly after the Judging Rounds. The Organizers may take any actions necessary to verify a team's compliance with this Participation Agreement before awarding a Prize, including, without limitation, engaging a third party vendor to evaluate the prototype software code and/or requiring a team to provide evidence of permission to use certain third party materials. You understand and acknowledge that even though your team may be announced as a winner, if your team's compliance with this Participation Agreement cannot be verified to the satisfaction of the Organizers, the Organizers will select an alternate winner with the next highest score based on the same judging criteria.
- b) The top 2 winning team entries will receive cash prizes to be divided equally among team members, with amounts to be determined and announced before the Hackathon event.

9. Disqualification

- a) Your team's Submission may be disqualified if the Organizers have reason to believe, in the Organizer's sole discretion, that your Entry:
 - (i) contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive;
 - (ii) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Entry;
 - (iii) infringes any third party intellectual property rights;
 - (iv) violates any applicable law or
 - (v) violates or does not comply with any section of this Participation Agreement.

- b) You and/or your entire team may be disqualified for any of the following actions, with or without warning, in the Organizer's sole discretion:
 - (i) verbal abuse of another participant or Hackathon staff,
 - (ii) inappropriate touching or harming of another participant or Hackathon staff
 - (iii) breach of the Hackathon Participant Agreement or any other agreement entered into in connection with the Hackathon
 - (iv) violation of or non-compliance with any section of this Participation Agreement, or
 - (v) violating the spirit of the Hackathon.
- c) If the Organizer has reason to believe that you or your team has compromised the integrity or the legitimate operation of this Hackathon, or has attempted to compromise the integrity or the legitimate operation of this Hackathon, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way, your team will be disqualified and asked to leave the premises. If during the Hackathon, any Hackathon staff has reason to believe that your health is in danger, you may be required to discontinue your participation in the Hackathon and asked to seek immediate medical assistance. Your teammates, if any, may continue participating in the Hackathon if they so choose.

All disqualification decisions are final and not subject to appeal.

10. Privacy and Media Consent

- a) By your voluntary participation in the Hackathon, you expressly consent to the City (directly or through its contracted service providers) collecting your personal information. Your personal information is collected for the purposes of registering you for the Hackathon, administering and promoting the Hackathon, and communicating with you about current and future Hackathons and related events. You expressly consent to receiving electronic messages relating to your participation in the Hackathon.
- b) You acknowledge that your name, image, voice, statements and biographical information as well as information relating to your Entry (the "Materials") may be recorded or collected through your participation in the Hackathon and you consent to the use of such Materials by the City, the Hackathon sponsors, and/or external media outlets, now or at any time in the future for communications, publications, posters, websites, videos as well as educational, informational, advertising, marketing or promotional activities relating to the City or the Hackathon.
- c) Participant understands that the Hackathon may be photographed, videotaped, recorded, and hereby grants the City the right to use (or to refrain from using) Participant's name and/or likeness and all footage about Participant's participation in the Hackathon as well as any footage regarding Participant's Hackathon entry in any matter or media that the City chooses without Participant's review or approval and without compensation to Participant. Participant agrees that their personal data provided as part of their participation in the Hackathon may be used for the purposes of the Hackathon.

11. General

- a) All Teams will be required to provide their own computer and any other equipment required to develop an Entry. WIFI and power will be provided at the venue.

- b) Participants are responsible for their own transportation to the Hackathon venue and all other personal costs/expenses for the duration of the Hackathon Period.
- c) The City has the right to cancel or suspend the Hackathon with or without notice, for no reason or any reason. The City shall not be held liable for any damage or inconvenience caused by cancellation or suspension of the Hackathon.
- d) The Hackathon Assets are provided “as is” without warranty of any kind, either express or implied, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, the Hackathon Entities do not warrant that the Materials will be suitable for your Prototype or that the operation or supply of the Materials will be uninterrupted or error free.
- e) You agree to indemnify and hold harmless the City (including its elected officials, directors, officers, employees, agents and independent contractors) against all actual or alleged claims, liabilities, costs and damages relating to:
 - (i) any allegation that the Entry, or the City’s use of the Entry, infringes any third party proprietary right,
 - (ii) any dispute between you and another Participant, and
 - (iii) your breach of this Agreement.
- f) In no event will the City be liable to you for any direct, indirect, special, incidental, punitive or consequential damages relating to the Entry and/or your participation in the Hackathon, including:
 - (i) your inability to submit an Entry, or the disqualification of your Entry,
 - (ii) loss of use, data, business or profits,
 - (iii) disruption of or problems relating to telephone network connections, WIFI, computer systems or servers,
 - (iv) loss of or damage to your personal equipment or possessions,
 - (v) cancellation, suspension or alteration of the terms of the Hackathon, and
 - (vi) the City’s use of the Entry in accordance with the License.
- g) This Hackathon is governed by, and is subject to federal, state, and local laws and regulations. In no event shall any party be entitled to recover attorneys’ fees or other related costs of bringing a claim, or to rescind this Agreement or seek injunctive or any other equitable relief. Any action, suit or case arising out of, or in connection with, this Hackathon or the Terms must be brought in either the federal or state courts located in Illinois. All disputes, claims and causes of action arising out of or in connection with the Hackathon, prizes or the Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the courts of the State of Illinois and each of the Participants submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- h) We may modify any provision of this agreement, at any time, by posting an updated agreement at the Event Site. You are responsible for checking these sites regularly.

I acknowledge that I have read, understood and agree to be bound by the terms of this Agreement.