



## Terms and Conditions

### I. Hackathon 7.0 License & Participation Agreement

The Hackathon 7.0 License and Participation is an agreement between the Participant (Teams) and the Organizer (UPES) and states that the Participant has voluntarily agreed to share the codes/software/solution developed/presented by the Participant with the Organizer in the process of the event. It is mutually agreed that the Participant has no objection to the Organizer reviewing/evaluating their work and making selections as per the discretion of the Jury. The solution (working application) will be made available to the Organizer in accordance with the instructions. If the Participant does not agree with the Terms and Conditions and the Official Rules, he/she/they will not be eligible for nomination and registration.

### II. Scope

The scope of the Hackathon 7.0 is to find feasible, practical and sustainable intelligent solutions for the daunting challenges faced by the industry in various domains. UPES- CSI is hosting the event on the dates stated in the proposal. Participants at the event will be asked to respond to problem statements shared by the Organizer at the Preliminary round and the Finale round.

### III. Intellectual Property and Licensing

#### A. Definitions

The term “Intellectual Property” shall mean any (a) processes, methodologies, procedures, and trade secrets,

(b) software, tools, scripts and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation and (d) all copyright, patent rights, design rights, layout-design rights, trademarks and proprietary information.

The term “Participant’s Intellectual Property” shall mean any and all Intellectual Property that is, or was authored, created, invented, reduced to practice, made and/or acquired by the participant at any time before the Hackathon 7.0, excluding Intellectual Property owned by UPES and/or the Hackathon 7.0 Intellectual Property (as defined below).

The term “Hackathon 7.0 Intellectual Property” shall mean all new Intellectual Property and any other work product created or developed by the participant during the Hackathon 7.0 and for the purposes of the Hackathon 7.0 and all proprietary rights in the foregoing.

#### B. Ownership of Intellectual Property

1. Notwithstanding anything to the contrary contained in these terms & conditions, no ownership rights shall remain to vest in the Participant in respect of any Participant’s Intellectual Property. The participant hereby agrees to grant to the Organizer a fully paid-up, exclusive, perpetual, irrevocable, royalty-free, and worldwide license to use the Participant’s Intellectual Property, which the Organizer may use to the fullest extent possible. The

Participant developing these solutions will willingly handover the free license of the software/tool to UPES (if selected) and will relinquish all his rights, if any, in favor of UPES, and shall not be able to stake claim of any Intellectual Property rights or Copyright, whatsoever. The tool provided will be transferred to UPES for their use, which will be on exclusive basis. Hence, the participants agree to grant to UPES an exclusive, worldwide, irrevocable, royalty free and free license right to read, review, keep and judge the source code/software for selection to the main event.

2. All Hackathon 7.0 Intellectual Property shall vest in and be the absolute property of the Organizer, the participant shall not disclose, release or sell to any persons or otherwise deal with the same in any manner whatsoever without the Organizer's written consent.
3. All Hackathon 7.0 Intellectual Property capable of vesting in accordance with point III.B.2 above shall be without the need for any transfer or assignment to be executed by the person generating the same, which shall vest in the Organizer by virtue of point III.B.2 above alone without the need for any other transfer or assignment. All Hackathon 7.0 Intellectual Property capable of vesting in accordance with point III.B.2 above with the need for a transfer or assignment to be executed by the person generating, the same shall be arranged by the relevant participant to be vested in the Organizer with the necessary transfer or assignment at no additional charges or cost.
4. The participant shall do all things necessary to ensure that all Hackathon 7.0 Intellectual Property (other than those already vested in the manner described in point III.B.3 above) are fully vested in the Organizer in accordance with point III.B.2 above. The relevant participant further warrants that he/she/they shall have the authority to transfer or assign such Hackathon 7.0 Intellectual Property to or otherwise vest such Hackathon 7.0 Intellectual Property in the Organizer when called upon by the Organizer to do so.
5. In case, the Participant fails to qualify for the main event, he/she/they will not stake claim of any copyright infringement/patent violation/knowledge-sharing dispute for the solutions submitted during the preliminary round for evaluation. (In case, the participant fails to qualify for the main event, then the participating team agrees that it will not stake claim of copyright infringement/patent violation/knowledge sharing dispute for the solutions submitted for the preliminary round)
6. The Participant will remain the owner of the solution and can further improve the version. Any extension developed by the Participants shall be owned by him/her/them ("Participant extension") but such an addition to the solution would be allowed only after the Hackathon 7.0. (The developer will remain the owner to further improve their version and use for its own purpose. Any extension developed solely by participants shall be owned by participants ("Participant extension") but that will be allowed after the conclusion of the Hackathon 7.0. Section A and Section B of this 'Intellectual Property' clause shall survive the cancellation, end/expiration or termination of the Hackathon 7.0.

#### C. Preservation of your Intellectual Property

You shall be solely responsible to and expected to perform to the utmost care to protect your Intellectual Property that you use, present and/or share during the course of and/or in relation to the Hackathon 7.0.

#### IV. Indemnities

To the maximum extent permitted by law, you will be responsible for (and you agree to defend,

indemnify and hold harmless the Organizer, its staffs/employees, directors, affiliates, other partners and/or sponsors of the Hackathon 7.0 from and against) any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from:

- a) any material(s) (including the Application) uploaded or otherwise provided by you that defames any person or infringes another person's rights, including any copyright, trademark, trade secret, trade dress, patent or other Intellectual Property right, or any rights of publicity or privacy;
- b) any misrepresentation made by you in connection with the Hackathon 7.0;
- c) any non-compliance and breach by you of these General Terms and the representations and warranties set forth herein;
- d) claims brought by persons or entities arising from or related to your involvement with the Hackathon 7.0;
- e) your acceptance, possession, misuse or use of any prize or participation in any Hackathon 7.0-related activity or participation in the Hackathon 7.0, including but not limited to statutory and common law claims for misappropriation or right of publicity; and/or
- f) any malfunction or other problem with the Hackathon 7.0 web site(s) and/or platform(s) caused by your use or your material (including the Application) submitted in or your participation in the Hackathon 7.0.

## V. Limitation of Liabilities

To the maximum extent permitted by law, in no event will the Organizer be liable to you for:

- a) any circumstances beyond its control, including any Force Majeure Event(s), act or default by a third-party supplier (such as the actions of any hosts or cancellations, delays, diversions or substitution or any other acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any related services or accommodations);
- b) any postponement or cancellation of the Hackathon 7.0;
- c) failure by any winner to take advantage of a prize due to health or any other reason;
- d) any loss, injury, claim or damage suffered by you in connection with or as a result of your participation in the Hackathon 7.0, unless such loss, injury, claim or damage is solely and directly caused by the Organizer; and/or
- e) 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.

In this respect, 'Force Majeure Event' shall mean an event which is beyond the reasonable control of the Organizer which affects and frustrates the implementation of the Hackathon 7.0 without fault or negligence of the Organizer and the Organizer is unable to perform its obligations despite implementing reasonable efforts and shall include acts of God, interference by civil or military authority, riots, civil disturbance, terrorist activity, wars, strikes, fires, floods, epidemic, national or widespread health quarantine, or other catastrophes.

## Contest Rules

### Introduction

The Hackathon 7.0 is a skill contest. It consists of various rounds, a presentation round, followed by declaration of selected teams for the final round, scheduled for 17.02.2023 to 19.02.2023.

The participants will have to abide by the official rules provided by UPES for participation from time-to-time including the rules mentioned below. Hackathon 7.0, a 48-hour coding challenge shall be conducted in OFFLINE Mode only.

UPES-CSI welcomes nominations for participation in Hackathon 7.0.

### Eligibility Criteria

Members of Teams from INDIA must be

- i) of age 18 years and above
- ii) citizen of India
- iii) should have verified government ID or verified ID of academic institution/ organization.
- iv) a team member cannot be a part of more than one team.
- v) The contest/ event is subjected to all Central/State/Concurrent laws of India & is void where prohibited.

### Team participation requirement:

#### Team Size

Teams from India: max 4 members per team and min 2 members per team

The terms and conditions will be agreed as a team and not liable to discretion of acceptance of every individual in the team. If any member violates the term & condition or goes against the interest of Hackathon 7.0 for any illegal or malefic activity, the team will be disqualified.

### Registration Fees

Registration fees (per Team)

- 1. Teams from UPES-CSI: INR 500
- 2. Mix Teams: INR 800
- 3. Teams from outside UPES-CSI: INR 1000
- 4. Teams from outside Uttarakhand: INR 500

The teams are required to submit the Transaction ID in the registration form.

The finance team shall cross-verify the payments done.

The teams failing to submit correct Transaction ID shall be **disqualified** from the preliminary round itself.

There is no provision of cancelling registration. In case you do not wish to proceed after registration process or are unable to participate in the preliminary round, the registration fees shall not be refunded under any circumstance.

### Result Analysis of Preliminary Round and Declaration of Result:

Post abstract submission process, the eligible entries will be evaluated by a jury panel comprising of industry technical experts.

Evaluation criteria will include:

1. Meeting the expectations of the problem statement.
2. Novelty, clarity, complexity and feasibility of the solution.
3. Potential for future work progression.

The declaration of the winner based on the above criteria will be a matter of pure discretion of the panel and not open to questioning or scrutiny.

### **Hackathon 7.0 (Main event)**

The main event will take place in offline mode at University of Petroleum and Energy Studies, Dehradun. The finale round will be a 48-hour-long non-stop coding session beginning on 17.02.2023 and ending on 19.02.2023. (Please check the detailed schedule on the website).

### **Result Analysis of the Final Event and Declaration of Winner**

Each eligible entry will be evaluated by a jury panel comprising of industry technical experts.

Evaluation criteria include:

1. Relevancy
2. Novelty of concept
3. Practicality, feasibility, and sustainability
4. Meeting the expectations of the industry

The declaration of the winner based on the above criteria will be a matter of pure discretion of the panel and not open to questioning or scrutiny. The winner will be declared on 19.02.2023 as per the timeframe of the committee.

### **Reward**

The top three teams will be awarded an amount up to a total of one lakh Rupees along with a certificate of excellence. Participation certificates will be given to all the participants of the main event. Along with the cash prizes, the teams shall have opportunity to earn goodies, mentorship, internship opportunities with our sponsors and collaborators.

### **Taxes**

The winning amount will be subjected to any existing Central/State/Concurrent laws of India for taxation. Payment of tax and other formalities is the sole responsibility of the participating team.

### **Accommodation**

Lodging, Cloak room, and food arrangements of the participating teams from 17<sup>th</sup>- 19<sup>th</sup> August 2023 will be taken care of by UPES Campus.

### **Travel**

Hackathon 7.0 shall **not** be offering re-imbursement on travel.

## **Participant Representation and Warranties**

By entering the contest, participants will represent and warrant that their eligible entries are their original work. Each participant agrees that any outside data, tools, materials, or information were used with permission, or in accordance with all applicable laws for the purpose of entering the contest. Each participant agrees not to submit any entry that infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitations, copyright, trademark, patent, trade secret, privacy, publicity, confidentiality obligations.

## **Privacy**

Participants agree that the personal data entered during the registration & otherwise in connection with the contest has been filled with their own consent. UPES is authorized to give details for communication/correspondence and carrying out the process of Hackathon 7.0

## **Governing Law**

The official rules, terms, and conditions and all the procedures will be governed by the laws prevailing in India.

## **Confidentiality**

You shall not disclose or release to the third party any information you receive and relating to the Hackathon 7.0 which is not publicly available information, including all materials you receive and discussions (whether verbal or written) during the Hackathon 7.0 and information relating to the Applications, details of the Applications developed and produced by you, your team or by other participants or other team during the Hackathon 7.0, any other confidential information you may have received from other participants during the Hackathon 7.0, and feedback provided by the Organizer and any Intellectual Property presented, developed and produced during the duration of the Hackathon 7.0. This 'Confidentiality' clause shall survive the cancellation, end/expiration or termination of the Hackathon 7.0.

## **Disqualification:**

Any individual who violates the eligibility criteria stated before will automatically be disqualified along with all team members he/she is in association with. Also, he/she must meet the eligibility criteria for participating in the event.

The team is required to submit the Transaction ID or UTR Number in the registration form.

The finance team shall cross-verify the payments done.

The teams failing to submit correct Transaction ID or UTR Number shall be disqualified from the preliminary round.