

Terms and Conditions for Code for Change Event (“Event”) organized by Mastercard
Technology Private Limited (“Mastercard”)

These terms and conditions (the “**Terms**”), apply to all entrants and participants participating in the Event (“Participant”). **Your participation in the Event indicates your agreement to these Terms.**

1. Introduction:

Mastercard is conducting and organizing the Event at the date and place notified by Mastercard. Registration and participation in the Event is voluntary and subject to acceptance by Mastercard at its absolute discretion.

2. Submission:

Before the Event and/or upon the request of Mastercard, Participant shall submit whether in oral, written, graphic, electronic, or other form (as directed by Mastercard) for or relating to the Event, ideas, design, drawing, technique, concept, paper, software and source codes, or any associated material, alone or in collaboration with a team of one or more individual on a topic notified by Mastercard (“Submission”) for the review of Mastercard. Participant shall also submit (i) [90] minutes presentation describing the Submission, (ii) working prototype, (iii) executive presentation (format of the presentation will be communicated to the Participant), (iv) source code developed along with installation instructions and (v) any other information and document as requested by Mastercard.

3. Terms and Conditions:

- (a) Decision of Mastercard with respect to the Event, including date, venue, mode, selection, registration, results, awards, rewards, rejection etc. will be final and cannot be challenged in anyway. Mastercard shall not be liable for any such decisions.
- (b) Participant shall adhere to all the Terms and any other rules, polies and procedures (including security rules and policies) communicated by Mastercard with respect to the Event.
- (c) Participant shall provide all the information and document required for the Event as reasonably requested by Mastercard.
- (d) Participant shall during the Event and for all the time present on the premises or venue of the Event or when interacting/communicating with Mastercard and its representatives, behave in respectful, professional, ethical and appropriate manner and not
 - (i) Display offensive behavior, verbal abuse, intimidation, sexual language, sexual imagery, or harasses team members, other teams, or staff
 - (ii) Create any kind of nuisance.
 - (iii) Misuses the Wi-Fi hotspot, facilities or resources provided.
- (e) Participant will not have access nor shall attempt to access, to Mastercard network at any point of time.

- (f) Participants who are Mastercard employee, can only form a team along with other Mastercard employees or contingent workers contracted to work within Mastercard.

4. Representation and Warranties:

Participant represents, warrants and covenants to Mastercard and its affiliates on a continuing basis that:

- (a) any information, document, material provided to Mastercard is complete, true and correct and Participant undertake to notify Mastercard in the event of any material change to the information provided to Mastercard.
- (b) Participant shall, within reasonable time, provide with certified copies of documents or materials as Mastercard may reasonably request.
- (c) Participant has not provided false or inaccurate information pertaining to the origin or source of materials including software and source codes contained in a Submission.
- (d) The Submission have not been previously submitted in a prior promotion/event/challenge of any kind, or used for any other commercial, or to any entity or non-personal public purpose.
- (e) the Submission (or work done) is Participant's own original work with no other person or entity having any right or title or interest or ownership or license in it. Participant further warrants and represents that the Submission does not directly or indirectly infringe or violate the intellectual property right or any other rights, including but not limited to copyright, trademark, patent, trade secret, contracts and/or privacy rights of any third party.

5. Intellectual Property Rights

- (a) Participant agrees to and do hereby transfer, and assign all rights {including Intellectual Property Rights (as defined below), ownership rights, and Usage Rights}, title and interests in the Submission to Mastercard Asia/Pacific Pte. Limited, company established under the laws of Singapore ("**MAPPL**"). Usage Rights mean right to use, execute, reproduce, display, perform, distribute, make, have made, sell, offer to sell, import, exploit, and otherwise dispose of the Submission and any derivative work thereof, by means of any media or delivery technology now known or hereafter devised, with any and all licensing rights. Intellectual Property Rights mean all present and future rights, title and interest in (1) patents, utility models, designs (whether registered or unregistered), trademarks, service marks, corporate names, trade and business names, domain names, copyrights, get-up, logos, rights to software, databases, inventions, semiconductor topography rights, moral rights, trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical or commercial information, rights in the nature of unfair competition rights, rights to sue in passing off; (2) the benefit of all registrations, applications to register any of the foregoing and rights to apply for such registrations; and (3) any and all other rights similar or analogous to any of the foregoing whether arising or granted in any jurisdiction.
- (b) Participant agrees that to the extent the preceding section do not provide MAPPL with all rights, title, and interest in the Submission due to any reason whatsoever, I hereby grant MAPPL an irrevocable, perpetual, nonexclusive, royalty free, worldwide, license to create derivative works based on the Submission and to use, execute, reproduce, display, perform, distribute, make, have made, sell, offer to sell, import, exploit, and otherwise dispose of the

Submission and those derivative works, by means of any media or delivery technology now known or hereafter devised, with any and all licensing rights, to the same extent as if MAPPL owned all the Intellectual Property Rights and Usage Rights in the Submission. Participant further agrees to sign any necessary documentation that may be required for MAPPL to make use of the rights granted above.

6. Covenants

- (a) Participant agrees to not dispute or challenge, for whatsoever reason, Mastercard's or MAPPL's rights (including Intellectual Property Rights, ownership rights, and Usage Rights), title and interests in the Submission as elaborated in these Terms and Conditions.
- (b) Participant agrees to waive any right to dispute or challenge Mastercard's or MAPPL's rights (including Intellectual Property Rights, ownership rights, and Usage Rights), title and interests in the Submission. Further Participant acknowledges that Mastercard may have already developed or commissioned, or Mastercard and any other participant may develop or commission during any event, idea similar or identical to my idea or Submission on their own, and Participant agrees to waive any claims that they may have resulting from any similarities to my idea/Submission.
- (c) Participant agrees to not use the Submission in whatsoever form once it is submitted to Mastercard without prior permission from Mastercard.
- (d) Participant agrees not to upload or otherwise transfer files that contain material protected by Intellectual Property Laws (or by rights of privacy or confidentiality) unless they own or control the rights thereto or have received all necessary consents from Mastercard.

7. Rights in Mastercard Resources:

All resources including but not limited to computer network, facilities, platforms, datasets etc. made available by Mastercard to Participant during or in connection with the Event shall remain the sole and exclusive property of Mastercard. The said resources should not be stored, reverse-engineered, copied, deduced, extracted or replicated in any manner or medium whatsoever, by Participant.

8. Rights of Mastercard:

Mastercard may suspend, cancel, or terminate the Event anytime for any reason with or without prior notification. Mastercard shall not be responsible or liable for any such suspension, cancellation or termination. Mastercard may at its discretion disqualify any Participant (individual or team) in event Participant breach the terms and conditions or any other rules and policies or in order to protect the business interest of Mastercard.

9. Indemnity:

Participant shall defend, indemnify and hold harmless Mastercard and its affiliates, against all losses and liabilities to the extent relating to the Event and arising out of (a) Participant's breach of the terms and conditions, (b) Participant's intentional misconduct or (c) claims that the Submission directly or indirectly infringe or violate another person's publicity right, privacy right, copyright, patent, trade secret, or other Intellectual Property Rights or proprietary rights.

10. Limitation of Liability:

Neither Mastercard nor any affiliate of Mastercard nor their directors, officers, employees or agents will be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by Participant as a result of or relating to the Event. In no circumstances Mastercard and Participant shall have any liability for consequential or special damage.

11. Governing Law and Jurisdiction:

Except where prohibited by law, any and all disputes, claims and causes of action arising out of, or connected with, the Event or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the court located in the Singapore. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms, Participant's rights and obligations, or the rights and obligations of the Mastercard and MAPPL in connection with the Event, shall be governed by, and construed in accordance with, the laws of the Singapore, without giving effect to any choice of law or conflict of law rules. MAPPL is a third-party beneficiary under these Terms and shall be entitled to enforce the provisions of these Terms.

Participant hereby with signature agrees to comply by terms and conditions herewith and other guidelines, instructions rules and regulations as shared by Mastercard for this event.

Participant's Signature: _____

Full Name of Participant:

Email ID:

Phone No......

Date: