

RU Hacks 2020

HACKATHON RULES (“Rules”)

Ryerson University (the “**Host**”) is hosting the **RU Hacks 2020** virtual hackathon (the “**Hackathon**”) taking place virtually beginning on May 15, 2020 at 7 pm E.S.T. and ending on May 17, 2020 at 9 pm E.S.T. Further details and background information are available on the Hackathon website at: <https://ruhacks.com/> (“**Website**”).

1. HACKATHON ENTRY PERIOD

The entry period for the Hackathon begins on April 1st, 2020 at 1:00 E.S.T. and ends on May 1st, 2020 at 1:00 E.S.T. (the “**Hackathon Entry Period**”). To be eligible, the registration portion of the Hackathon Entry (as defined herein) must be submitted during the Hackathon Entry Period.

2. ELIGIBILITY

The Hackathon is open to any team of one (1) to four (4) individuals that each meet the following criteria at the time of entry:

- is at least 14 years of age;
- is a legal resident of Canada excluding Quebec; and
- is either a high-school or university student.

A team is not eligible to enter the Hackathon or be selected as a Winner (as defined herein) if any member of the team is:

- a non-student employee, officer, director, governor, representative, or agent of Ryerson University; or
- a member of the immediate family (parent, child, sibling, or spouse) or household (whether related or not), of any of the above individuals set out in the paragraph immediately above.

3. HOW TO ENTER

No purchase necessary. An eligible team may enter the Hackathon at any time during the Hackathon

Entry Period by completing the Hackathon application form available on the Website. An eligible individual (“**Entrant**”) can register all of the eligible individual members of a team collectively by completing one application form for the team that indicates the names of the other team members on the application form. In addition to the entry form, minors (those between the ages of 14-18) must submit a signed parent permission form to enter. Parents or guardians must either electronically sign the permission form, or print it out, then sign it and email a scanned copy to communications@ruhacks.com (collectively a “**Hackathon Entry**”):

For the purposes of these rules, all of the pre-existing or randomly formed teams are an “**Entrant Group**”. By virtue of a Hackathon Entry, each Entrant consents to their contact information being shared by the Host with the other Entrants.

4. HACKATHON ENTRY CONDITIONS

The Hackathon abides by the [MLH hackathon rules](#) in addition to these rules and such rules are incorporated by reference herein. In the event of a conflict between the MLH hackathon rules as well as these rules, these rules shall prevail.

There is a limit of one (1) Hackathon Entry per Entrant Group. To be eligible, the work completed by the Entrant Group during the allotted time of the Hackathon (the “**Work**”) must not violate the rights of any third party (for example, it must not defame, infringe or violate publicity or privacy rights of any person, living or

deceased, or otherwise infringe upon any person's, entity's, or organization's personal or property rights, including but not limited to, intellectual property rights).

By entering the Hackathon, the Entrant agrees the Entrant Group will comply with these Rules and with the decisions of the Host, which decisions are irrevocable and are legally binding in all matters related to the Hackathon. Each Entrant will abide by the [MLH Code of Conduct](#).

5. PRIZES

The prizes (each a Prize") available to be awarded in this Hackathon:

- (i) First (1st) Place to be awarded to the Entrant Group that receives the highest Score and is declared as a Winner in accordance with these Rules: One Electronic Item, \$1000 Value, per Winning Entrant Group Member.
- (ii) Second (2nd) Place to be awarded to the Entrant Group that receives the second highest Score and is declared as a Winner in accordance with these Rules: One Electronic Item, \$500 Value, Winning Entrant Group Member.
- (iii) Third (3rd) Place to be awarded to the Entrant Group that receives the third highest Score and is declared as a Winner in accordance with these Rules: One Electronic Item, \$125 Value, per Winning Entrant Group Member.
- (iv) MLH Prize to be awarded to the Entrant Group that meets the criteria set out in the MLH hackathon rules Exhibit A: in the MLH Contest Rules.
- (v) Fifteen (15) Special Prizes to be awarded to the Entrant Groups that receives the fifteen highest Scores and are declared as a Winner in accordance with these Rules: One Annual Subscription, \$375 Value, Per Winning Entrant Group Member
- (vi) Best High School Prize to be awarded to the Entrant Groups consisting of high school students that receives the highest Scores and are declared as a Winner in accordance with these Rules: One item of technology, \$60, Per Winning Entrant Group Member.

The Prizes must be accepted as awarded and is not transferable, assignable, or convertible to cash.

6. WINNER SELECTION PROCESS AND ODDS OF WINNING

A panel of judges (the "**Judges**") will be appointed by the Host. On May 17, 2020, each Entrant Group will be invited to give a presentation to the Judges on their Work and to provide the Judges with the opportunity to ask clarification questions. The Judges will judge the Work on the basis of the following equally weighted criteria ("**Criteria**"):

Tech Innovation: The newness of the idea in the tech industry.

Practicality: How usable is the product

Originality: How creative and independent the idea is.

Design: How user friendly is the idea/product.

The Judges will give the Entrant Groups a score for the Work based on the Criteria ("**Score**") and will determine the top Entrant Groups based on the Scores awarded. The odds of being selected as the top Entrant Group will depend on the total number of Hackathon Entries, the caliber of the Work, and compliance with the Criteria. Determination of the winning Entrant Group is expected to be completed on or about 10:00 p.m., May 17, 2020. In the event of a tie between two (2) or more Entrant Groups based on the total Score, the Entrant Group that receives the highest score in the Tech Innovation criterion of the Criteria will be deemed to have the higher Score.

The Entrant Group receiving the highest Score will become the eligible Prize winner (the "**Eligible Winner**").

The Host will announce the Eligible Winners during the Hackathon. At least one (1) individual from the Eligible Winner must be present in the Zoom meeting at the time of the Host's announcement of the Eligible Winner to accept being selected as an Eligible Winner. If at least one (1) individual on the Eligible Winner's team is not present at the Hackathon and does not accept being selected as an Eligible Winner, then that Eligible Winner forfeits all rights to a Prize and the Host reserves the right in its sole and absolute discretion, to select an alternate Eligible Winner based on the next highest Score in accordance with these Rules (in which case the foregoing provisions of this section will apply to such alternate Eligible Winner).

7. DECLARATION OF WINNERS

Before an Eligible Winner is declared a winner (after declaration, referred to as a **"Winner"**), the Eligible Winner (including each of the individuals who make up the Eligible Winner) must sign and return, within five (5) business days of notification, a declaration of compliance and release of liability prepared by the Host (the **"Release"**) which, among other things, requires each Entrant of the Eligible Winner group to: (i) correctly answer a mathematical skill-testing question without mechanical or other aid; (ii) confirm compliance with these Hackathon Rules; (iii) agree to release the Hackathon Sponsor from any and all claims, damages, liabilities, costs, and expenses arising from any liability in connection with this Hackathon, the Entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agree to indemnify and hold harmless the Host against any and all claims, damages, liabilities, costs, and expenses arising from use of the Work including, without limitation, any claim that the Work of the Eligible Winner infringes a proprietary interest of any third party; (v) agree to the publication, reproduction and/or other use of the Entrants' names, addresses (province and city), statements about the Hackathon and/or photographs or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Host in any manner whatsoever, including print, broadcast or the internet; and (vi) acknowledge acceptance of the Prize (if awarded). If the Eligible Winner (including any individual comprising the Eligible Winner group): (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Release within the specified time; and/or (c) cannot be declared a Winner in accordance with these Rules for any reason; then such Eligible Winner will be disqualified (and will forfeit all rights to the applicable Prize) and the Host reserves the right, in its sole and absolute discretion, to select the Entrant Group who received the next highest judged score during the Hackathon to be an Eligible Winner (in which case the foregoing provisions of this section shall apply to such new Eligible Winner).

8. RIGHT TO SUSPEND/MODIFY/TERMINATE

If for any reason the Hackathon is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, pandemic, order of the government, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Hackathon, the Host reserves the right to cancel, suspend and/or modify the Hackathon, or any part of it, and disqualify any individual or entity who is responsible for such action. If terminated, the Host may, in its sole and absolute discretion, determine the winner from among all eligible Hackathon Entries received up to time of such action using the procedures outlined herein.

9. LIMITATIONS OF LIABILITY AND RELEASE

No liability or responsibility is assumed by the Host resulting from the Entrant's participation in or attempt to participate in the Hackathon or ability or inability to upload or download any information in connection with the Hackathon. No responsibility or liability is assumed by the Host for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Hackathon: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Hackathon Website or Host website in whole or in part for any reason; traffic congestion on the Internet or the Hackathon Website or Host website; unauthorized human or non-human intervention of the operation of the Hackathon,

including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Hackathon, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Hackathon. The Host is not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Hackathon, the uploading, the processing of Hackathon Entries, the judging of the Work, the announcement of the Prize or in any Hackathon-related materials. Use of the Hackathon Website and Host website is at user's own risk. The Host is not responsible for any personal injury or property damage or losses of any kind which may be sustained to the Entrant, any member of the Entrant Group or any other person resulting from participation or attempt to participate in the Hackathon. By participating in the Hackathon, the Entrant agrees:

- to release the Host from any and all claims, damages or liabilities arising from or relating to the Entrant's participation in the Hackathon;
- under no circumstances will the Entrant be permitted to obtain awards for, and the Entrant (individually or as part of the Entrant Group) hereby waives all rights to claim, punitive, incidental, consequential, or any other damages; and
- all causes of action arising out of or connected with this Hackathon, or any prize awarded, shall be resolved individually, without resort to any form of class action.

By accepting any Prize, recipient agrees that the Host will have no liability whatsoever for, and shall be held harmless by Winners against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Hackathon or from the acceptance, possession, misuse or use of any Prize. The Host is not liable in the event that any portion of the Hackathon is canceled due to weather, fire, strike, pandemic, order of government, acts of war or terrorism, or any other condition beyond their control.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT GROUP MEMBER, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE HACKATHON WEBSITE AND/OR THE TITLE SPONSOR WEBSITE OR INTERFERE WITH THE OPERATION OF THE HACKATHON IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE HOST RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. PRIVACY AND PUBLICITY RELEASE

The Host and its authorized agents will collect, use, and disclose the personal information provided upon registration and entry into the Hackathon for the purposes of administering the Hackathon and Prize fulfillment, in accordance with the Host's privacy policy, available at <http://www.ryerson.ca/privacy>. By accepting a Prize, all members of the Winner consent to the publication and use of their name, address (city, province), voice, statements, photographs, image and/or likeness, logo, trademark in any form, manner or media whether now known or hereafter devised, including, without limitation, in print, radio, television and on the Internet for any purpose in connection with the Hackathon including, without limitation, for the purposes of advertising and trade, and promoting the Host and /or Hackathon, without further notice or compensation.

11. GENERAL

The Hackathon is governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein. The Host reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance with these Rules or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Hackathon-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.