TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions") shall govern **Gen AI Exchange Hackathon** that is organized by (Client Name) & powered by Hack2skill ("Organiser").

By registering for the Hackathon, the participants ("Participants") agree to abide by all the Terms and Conditions.

The Organiser reserves the right to cancel, postpone, or change the date, venue, and time of the Hackathon. There will be no refund of any personal expenses incurred by Participants if the Hackathon is canceled due to unforeseen circumstances. The Organiser reserves the right to amend the Terms and Conditions without prior notification, and you agree to be bound by such Terms and Conditions.

Personally Identifiable Information

Your registration details will be shared with the organisers of the **Gen AI Exchange Hackathon** for communications related to the hackathon or updates beyond.

Hackathon Mechanism

- Participants are to submit their registration via the microsite only. The Organiser is not responsible for:

    (i) late, lost, damaged, incomplete, or misdirected entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise;
    (ii) theft, destruction, unauthorized access to or alterations of Entries; or
    (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures, or difficulties.

- Each team must consist of a **minimum and maximum** team size, abiding by the hackathon requirements only. Each individual is only permitted to register for one team.

- Participants are to pre-select their team names at the time of team formation. The team leader will be responsible for submitting his/her team members' names' participation details.

- All team members must appear in person online at the **Gen AI Exchange Hackathon** various checkpoints and must be engaging throughout the hackathon duration on the hackathon website and/or defined Communication platforms like Slack, Discord, Telegram, or WhatsApp. Failure to do so may result in disqualification for the entire team.

- Team Demonstration and Presentation: Shortlisted teams who will be invited to pitch their ideas/prototypes during either mentor-mentee connects, prototype round or the grand finale will only have specified time duration for demonstration as conveyed by the organizers (ideally 7 mins for demonstration followed by 3 mins of Q&A from the panel of jury/mentor)

By signing up, you will be agreeing to receive emails and messages for the registered events on Hack2skill.

Team Prizes

- Exciting prizes – Check out the hackathon website for more details

- Prizes are non-transferable by the winners. If the Participant accepts a prize, they will be solely responsible for all applicable taxes related to accepting such a prize.

- The Organiser reserves the right to change the prizes at any time without prior notice.

Winner Selection/Judging Criteria

1. The winners will be selected by a panel of judges ("Judges"). By submitting any Hackathon entry, entrants release the Organiser, its sponsors, their respective subsidiaries, affiliates, directors, officers, employees, representatives, agents, and advisors from any and all liability for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the decisions of the Judges.

2. The Organiser reserves the right to suspend, amend, or modify any of these rules, terms, and conditions, judging criteria with or without prior notice to Participants. Other modifications will be announced via the Hackathon microsite and emails. The Organiser will have the final decision when it comes to all matters of dispute arising from the Hackathon or the Prizes

3. Teams will be judged based on the certain evaluation parameters based on the different stages of the hackathon (Ideation/Prototyping/Grand Finale). These evaluation parameters might/might not be declared solely based on the organisers' decision.

Rules of Conduct

1. Participants must comply with these Terms and Conditions at all times during the hackathon, comply with all legal requirements, and refrain from creating content that is unlawful or otherwise objectionable, or any content that may be construed as such

2. Participants must not use any content protected under third-party rights or subject to confidentiality obligations to third parties and must permit the 'Organiser' to use the content for the intended purposes

3. Participants agree that all Organiser's decisions will be final and binding on all matters related to the hackathon

4. Participants agree that all judges' decisions will be final and binding on all matters related to the Hackathon

5. Participants are not permitted to leave the online communication platform and Hackathon Dashboard once the Hackathon officially begins. The Organiser may disqualify teams if Participants do not comply.

- **Awards**

  Prizes are non-transferable by the winner. Accepting a prize makes the prize recipient solely responsible for all applicable taxes related to accepting such a prize.

- The cash rewards will be paid within 60 days of the date of the hackathon.

- The cash rewards will see a deduction of TDS as per the government rules and regulations

- **Photographic and video recordings**

  The Participants agree that any photo or video containing his/her likeness or voice, as may be shot or filmed or recoreded during the hackathon, may be published by the Organiser, in part or in full, with or without stating the Participant's name, on any media, including but not limited to Organiser's website and social media channels, at the Organiser's sole discretion. This authorization will be given for 10 years and shall be valid globally.

- **Code of Conduct**

  1. We fully support appropriate behavior by all participants at the hackathon, including during any and all official and unofficial activities. We expect all attendees, sponsors, partners, volunteers, and staff to help us make the Hackathon a place that welcomes and respects all Participants, regardless of race, gender, age, sexual orientation, disability, physical appearance, national origin, ethnicity, or religion. We will not tolerate harassment of any Participants in person, online, or in any other form.

  2. Examples of harassment include offensive comments, verbal threats or demands, overly sexualised images in public spaces, intimidation, stalking, harassing photography or recording, sustained disruption of sessions or Hackathons, and unwelcome physical contact or sexual attention.

  3. We expect all Participants - attendees, speakers, sponsors, and volunteers - to follow the Code of Conduct during the Hackathon. This includes conference-related social Hackathons at off-site locations, and in related online communities and social media. Participants asked to stop any harassing behaviour are expected to comply immediately.

  4. We thank our participants for their help in keeping the Hackathon welcoming, respectful, and friendly to all Participants.

- **Anti-Harassment**

  1. The Organiser is dedicated to providing a harassment-free experience for everyone. Harassment includes offensive verbal comments related to gender, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other Hackathons, inappropriate physical contact, and unwelcome sexual attention. Overly sexual language and imagery are not appropriate at the venue, including hacks, talks, workshops, parties, social media, and other online media.

  2. Photography is encouraged, but other participants must be given a reasonable chance to refuse being photographed. If they object to being photographed, comply with their request. It is inappropriate to take photographs in contexts where people have a reasonable expectation of privacy, e.g. in bathrooms or where participants are sleeping.

3. Hackathons hosted at Hack2skill are equally subject to the anti-harassment policy.

4. Participants who are asked to stop any harassing behavior are expected to comply immediately. If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of the organizing committee immediately.

5. The Organiser will happily help participants contact any local security or local law enforcement, or otherwise assist those experiencing harassment to feel safe for the duration of the Hackathon.

6. Participants violating these rules may be sanctioned or expelled from the Hackathon at the discretion of the Organiser. If a Participant engages in harassing behavior, the Organizer may take any action they deem appropriate, including warning the offender or expulsion from the venue.

7. Please report any incidents or concerns to the Hackathon organizing committee.

- **Intellectual Property Rights**

  1. For the avoidance of doubt, a Participant will grant the Organiser a right of first refusal for the acquisition of any exclusive license for all materials including software, source code, documentation, data, and concepts (whether created or developed independently by a Participant or jointly with others) ("Materials") submitted to the Organiser during the Hackathon, for a period of 6 months following the conclusion of the Hackathon. During this period, the Participant may not sell, transfer, or license exclusively their intellectual property rights to a third party, without first offering the Organiser the opportunity to acquire or license the Materials on the same terms and conditions offered by the third party, whereby the Organiser will have 30 days to accept the Participant's offer. If the Organiser does not accept the Participant's offer within 30 days, the Participant will have the right to accept the third party's offer.

  2. The Participants expressly authorize the Organiser, to publish, to communicate, to expose and to disclose, divulge and represent the submitted ideas verbally, graphically or in writing, in any medium worldwide and without restrictions in time, and by any means, either present or future, free of charge, in relation to this Hackathon.

  3. The results shall, in no Hackathon, infringe in any manner or induce infringement of any third-party intellectual property rights. Should the right from identified third-party right owners not be commercially available, the result may not be qualified to win the prize. The Participant undertakes to indemnify the Organiser against all claims asserted by third parties against the Organiser due to any actual or alleged infringement of rights resulting from the use of the result, as well as against all litigation costs (including reasonable attorney fees) required to defend the Organiser against such claims unless the Organiser itself is responsible for the infringement of rights by its gross negligence or wilful misconduct.

- **Protection of Intellectual Property**

  By submitting an entry or accepting any prize, Participants represent and warrant the following:

1. Participants will not submit content that is copyrighted, protected by trade secret, or otherwise subject to third-party intellectual property rights or other proprietary rights, including privacy and publicity rights unless the participant is the owner of such rights or has permission from the rightful owner to post the content and to grant the Hackathon all of the rights granted herein;

2. The participant will not publish falsehoods or misrepresentations that could damage the Organiser, its sponsors, or any third party;

3. The participant will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, encourages criminal activity, gives rise to civil liability, or is otherwise inappropriate or destructive to the Organiser' or sponsors' brand image or goodwill;

4. The participant will not post advertisements or solicitations of business;

5. The Organiser will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, reproduction, modification, publication, display, or other exploitation of any of the content that the Participant submits;

6. The content the participant submits does not contain any viruses, Trojan horses, worms, or other disabling devices or harmful code.

7. By posting or submitting an entry to the Hackathon (regardless of the form or medium of such content), the participant hereby grants the Hackathon and its sponsors, their respective affiliates, their affiliates' agents, and third-party contractors a worldwide, perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, discuss, publicize, market, and otherwise display content derived from or relating to the Hackathon entry ("Marketing Content"), and to distribute and use such Marketing Content for promotional and marketing purposes either in the form submitted or in the form of a derivative or adapted work. The participant understands that he or she will not receive any compensation or credit for use of your Hackathon entry, other than what is described in these Official Hackathon Rules.

Copyright

Participant represents and warrants that he or she is the sole author and copyright owner of the Submission, and that the Submission is an original work of the Participant, or if the Submission is a work based on an existing application, that the Participant has acquired sufficient rights to use and to authorize others; and that the Submission does not infringe upon any copyright or upon any other third party rights of which the Participant is aware, and that the Submission is free of malware.

- General Eligibility

  1. The Organiser will have the right at their sole discretion to determine whether an entrant is eligible for the Hackathon. The Organiser may disqualify entries that:

     A. are in violation of third-party rights, law, or regulation,

B. use inappropriate or explicit language or images, or

C. display content that the Organiser or its sponsors otherwise find objectionable or inconsistent with the Hackathon or its sponsors' brand image or goodwill.

2. The Organiser will accept only those entries that are completed and submitted as described above and that conform to any technical requirements specified as part of the entry process. Entries that do not comply with the provisions of these rules will be deemed ineligible and will not be considered.

3. The Organiser will accept entries from those who are below the age of 18 (minimum age of 14) provided they are accompanied by a parent or guardian, or have completed the following 'Minor Release and Waiver of Liability and Indemnity Form' which will be sent via their registered e-mail.

4. The Hackathon is open to all eligible Participants, whereby shortlisted Participants will be chosen by the Organiser.

Data Security will be as per the rules & regulations mentioned under the IT Act 2008.

The Terms and Conditions herein shall prevail over any inconsistent terms, conditions, provisions, or representations contained in any other promotional or advertising materials for the Hackathon.