

Terms of Participation for Whatthehack 2019

By entering this Competition, the participant is indicating his/her agreement to be bound by the following terms and conditions of participation (hereinafter the "**Terms**"):

1. Organizer

The Whatthehack 2019 Hackathon Competition (hereinafter the "Competition") is being organized by:

- **Tobania NV**, with registered office at Romeinsesteenweg 564, 1853 Strombeek-Bever, Belgium, and registered with the Crossroads Bank for Enterprises under number 0878.652.625; and
- **Academics for Technology vzw**, with registered office at Naamsestraat 61, bus 4049, 3000 Leuven, registered with the Crossroads Bank for Enterprises under the number 0565.941.154;

Hereinafter jointly referred to as the "**Organizer**".

2. Participants

Participants must be aged 18 or over and be registered as a student at a university or college in the year 2019-2020 (hereinafter a "Participant"). Proof of identity, age and the afore mentioned status of "student" may be required.

Participation is open except to employees (and their families) of the Organizer, its agents, the suppliers of the prize(s) and any other company or individual associated in any way with the organization of the Competition.

Participants can take part in the Competition which will be hosted at the "Whatthehack" event (hereinafter the "Event") which will be organized on March 1st and 2nd 2019 in Leuven.

The Organizer has the right to exclude any participation on justifiable grounds such as, but not limited to a breach of the Terms, manipulations of the Competition, hacking, etc. and reserves the right to take legal action in this respect. Use of a false name or address will also result in disqualification.

3. Selection of Participants

Participation in the Competition is free of charge and is not subject to the purchase of any products or services.

The Competition can be entered into by completing the following steps in the registration process, which is open until February 24th 2019 at 23.59h:

- a) The Participant registers via the official page of the Competition: **<https://whatthehack.be>**.
- b) Teams consist out of a maximum of five (5) Participants. The Organizer has the right to arrange the teams and to assign Participants to the teams.
- c) The selected Participants will be allowed to participate in the Competition.

4. The Competition

The Competition starts on March 1st, 2019 at 17:30h and ends on March 2nd, 2019 at 20:00h. The Participants undertake to comply with the house rules of the venue where the Competition will be hosted.

The teams and Participants that have entered into the Competition will present their submissions in the form of a pitch in front of a jury and the (general) public.

The teams are expected to provide submissions of their solutions for the challenges presented to them during the Competition.

Submissions should be provided in source code form and Participants/teams must strive towards a working demonstration.

Submissions must not include information or content that is false, fraudulent, misleading, defamatory, obscene, indecent or inappropriate.

Each Participant represents and warrants that his or her submission, or his or her contribution to a submission does not violate any applicable laws and regulations or any third party intellectual property rights.

Based upon the performance of and presentations made by the teams, the jury and the public (via a voting app) will appoint an overall winning team. Furthermore, the jury will appoint a winning team per challenge (6 challenges).

5. Prizes - Prize ceremony - notification of the winners

The prize ceremony will be held after the closure of the Competition and the pitches in front of the jury.

The winners of the Competition will be selected in different categories mentioned on the website of the Competition and this based upon predetermined criteria, so that there can be no disputes regarding the selection procedure. Each Participant accepts that the decisions made by the jury and the public are binding.

The criteria that will be used to evaluate the submissions of the teams are:

- The overall quality of the pitch
- The level of innovativeness of the proposal
- The level of detail in which the proposal is developed
- Whether or not the prototype is working and ready for use
- Whether or not the business case is realistic in practice
- Whether or not there is a market for the proposal
- The added value for the theme of the category

Overall winning team (jury)

The overall winning team chosen by the jury will receive a € 5.000 value cheque (prize per team) consisting of (i) a 3 months Tobania Incubation program (value € 3.500) and (ii) a € 1.500 money prize.

The winning team chosen by the jury will be contacted by the Organizer within a couple of weeks after the Event via e-mail and/or by telephone.

Should the winner(s) fail to answer the phone call or e-mail within 2 days after receiving notification, they are considered to forfeit the prize and (a) new winner(s) will be determined from among the other Participants in accordance with the provisions of article 4.

Overall winning team (public)

The winning team chosen by the public (via the voting app) will receive a Wildcard job interview with the Tobania CEO Lode Peeters and an Amazon gift card worth € 100 (prize per team).

The winning team chosen by the public will receive the prize at the prize ceremony.

Winning team per challenge (6)

The winning team of each separate challenge (6) chosen by the jury will receive a Raspberry Pi or Google Chromecast for every Participant. The winning team in this category will receive the prize at the prize ceremony.

The prizes are as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and the Organizer reserves the right to substitute any prize with another of equivalent value without giving notice.

The Organizer reserves the right not to award a prize in the event of an insufficient number of eligible submissions meeting the minimum judging criteria as determined at the Organizer's sole discretion.

The winner(s) is (are) responsible for any expenses and costs not specifically included in the prize. The Organizer is not responsible for any dispute among teams or Participants related to the prizes.

6. Publicity

Participants understand and accept that the Competition and the Event may be photographed, videotaped, recorded etc. and hereby grant the Organizer the right to use or refrain from using the Participant's name and/or likeness and any or all footage about the Participant's participation in the Competition and the Participant's submission in any manner or media that the Organizer sees fit without the Participant's review or approval and without compensation.

In accepting the prize, the winner(s) agree(s) to participate in and co-operate with all reasonable (social-)media editorial requests, including but not limited to, being interviewed and photographed, and the winner(s) grant(s) the Organizer a perpetual and non-exclusive license to use such footage and photographs in all media worldwide, explicitly excluding any compensation for such use.

7. Accessibility

The Organizer reserves the right to limit access to the Competition, in particular for technical reasons or for a temporary period of time.

The Organizer is not responsible for any problems or technical malfunction of any telephone network or lines, computer networks and systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Organizer on account of technical problems or traffic congestion on the internet or at any website, or any combination of them, including any injury or damage to any Participant's or any other person's computer or mobile device related to or resulting from participation or downloading any materials in this Competition.

8. Data Protection

The Organizer will collect personal data, such as, but not limited to, the participant's full name, email address, phone number and area of interest.

The Organizer and its related entities collect participant's personal data for the purpose of conducting and promoting this Competition (including but not limited to the selection and notification of winners).

The Organizer will respect both European and Belgian data protection laws and regulations.

The processing of personal data will be in accordance with the provisions of the Tobania Privacy Policy that can be consulted at www.tobania.be.

In relation to exercising the rights of any participant under the relevant data protection legislation, participants can contact us:

By ordinary mail

Tobania NV
Romeinsesteenweg 564 bus 4
1853 Brussels;

By e-mail

privacy@tobania.be

9. Material and intellectual property rights

The (Intellectual) property rights relating to products or services that are shared with the Participants during the Competition shall remain vested with Tobania NV and cannot be used in any other context than the Competition. The Participants agree that the submissions are a product of the joint efforts of both the Participants and Tobania NV and that the intellectual property rights relating to the submissions of the Participants will therefore be jointly owned by both parties, and will be deemed joint intellectual property rights. The Participant hereby declares not to infringe any intellectual property right of any third party.

10. Acceptance of the Terms

These Terms will be provided to each Participant via e-mail and can be consulted on the website <https://whatthehack.be/>.

The mere participation in the Competition constitutes the acceptance of these Terms.

The Organizer's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into in this respect.

The unenforceability of one clause does not affect the enforceability of the other clauses.

11. Liability

The Organizer will not be responsible, and disclaims all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by technical problems of the website <https://whatthehack.be/>, participation in the Competition or the acceptance and/or use by the winner(s) of any prize or by any action taken by the Organizer in accordance with these Terms.

The Organizer will not be responsible should the Event and/or the Competition be cancelled due to any circumstances (foreseen or unforeseen).

12. Applicable law – competent jurisdiction

These Terms are subject to Belgian law. Any disputes will be settled exclusively by the Dutch speaking courts of Brussels, Belgium.