

## Constellation: A Chainlink Hackathon (the “Hackathon”) Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

SUBMISSION OF ANY ENTRY CONSTITUTES AGREEMENT TO THESE OFFICIAL RULES AS A CONTRACT BETWEEN ENTRANT (AND EACH INDIVIDUAL MEMBER OF ENTRANT), THE HACKATHON SPONSOR, AND DEVPOST.

### 1. Dates and Timing

**Registration Only Period:** Tuesday, October 24, 2023 (9:00 am Eastern Time) – Wednesday, November 8, 2023 (9:00 am Eastern Time) (“Registration Period”).

**Registration & Submission Period:** Wednesday, November 8, 2023 (9:00 am Eastern Time) – Sunday, December 10, 2023 (11:45 pm Eastern Time) (“Submission Period”).

**Judging Period:** Monday, December 11, 2023 (9:00 am Eastern Time) – Tuesday, December 19, 2023 (11:45 pm Eastern Time) (“Judging Period”).

**Winners Announced:** On or around Wednesday, December 20, 2023 (11:00 am Eastern Time).

### 3. Eligibility

- **The Hackathon IS open to:**

- Individuals who are at least the age of majority where they reside as of the time of entry (“Eligible Individuals”);
- Teams of Eligible Individuals (“Teams”); and
- Organizations (including corporations, not-for-profit corporations and other nonprofit organizations, limited liability companies, partnerships, and other legal entities) that exist and have been organized or incorporated at the time of entry.

(the above are collectively, “Entrants”)

An Eligible Individual may join more than one Team or Organization and an Eligible Individual who is part of a Team or Organization may also enter the Hackathon on an individual basis. If a Team or Organization is entering the Hackathon, they must appoint and authorize one individual (the “Representative”) to represent, act, and enter a Submission, on their behalf. By entering a Submission on behalf of a Team or Organization you represent and warrant that you are the Representative authorized to act on behalf of your Team or Organization.

- **The Hackathon IS NOT open to:**

- Individuals who are residents of, or Organizations domiciled in, a country, state, province or territory where the laws of the United States or local law prohibits participating or receiving a prize in the Hackathon (including, but not limited to Russia, Crimea, Luhansk, Donetsk, Cuba, Iran, North Korea, Syria and any other country designated by the United States Treasury's Office of Foreign Assets Control)
- Organizations involved with the design, production, paid promotion, execution, or distribution of the Hackathon, including the Sponsor and Administrator (“Promotion

Entities”).

- Employees, representatives and agents\*\* of such Promotion Entities, and all members of their immediate family or household\*
- Any other individual involved with the design, production, promotion, execution, or distribution of the Hackathon, and each member of their immediate family or household\*
- Any Judge (defined below), or company or individual that employs a Judge
- Any parent company, subsidiary, or other affiliate\*\*\* of any organization described above
- Any other individual or organization whose participation in the Hackathon would create, in the sole discretion of the Sponsor and/or Administrator, a real or apparent conflict of interest

*\*The members of an individual’s immediate family include the individual’s spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings. The members of an individual’s household include any other person that shares the same residence as the individual for at least three (3) months out of the year.*

*\*\*Agents include individuals or organizations that in creating a Submission to the Hackathon, are acting on behalf of, and at the direction of, a Promotion Entity through a contractual or similar relationship.*

*\*\*\*An affiliate is: (a) an organization that is under common control, sharing a common majority or controlling owner, or common management; or (b) an organization that has a substantial ownership in, or is substantially owned by the other organization.*

#### 4. How To Enter

Entrants may enter by visiting [constellationchainlink.devpost.com](http://constellationchainlink.devpost.com) (“Hackathon Website”) and following the below steps:

- Register for the Hackathon on [hack.chain.link](http://hack.chain.link)
- Register for the Hackathon on the Hackathon Website by clicking the “Join Hackathon” button. To complete registration, sign up to create a free Devpost account, or log in with an existing Devpost account. This will enable you to receive important updates and to create your Submission.
- Entrants will obtain access to the required developer tools/platform and complete a Project described below in Project Requirements. Use of the developer tools will be subject to the license agreement related thereto. Entry in the Hackathon constitutes consent for the Sponsor and Devpost to collect and maintain an entrant’s personal information for the purpose of operating and publicizing the Hackathon.
- Get access and documentation to the tools at <https://docs.chain.link/resources/hackathon-resources>
- Create a video that includes footage that explains your project’s features and functionality through a comprehensive demonstration.

- Complete and enter all of the required fields on the “Enter a Submission” page of the Hackathon Website (each a “Submission”) during the Submission Period and follow the requirements below.
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### Project Requirements

- **What to Create:** A project must use Chainlink in some form to make a state change on a blockchain, otherwise it will not be eligible for the Chainlink core prizes. This means that a front end simply reading from Chainlink data feeds doesn't count. Using one of Chainlink Data Feeds, Chainlink Data Streams, Chainlink VRF, Chainlink Automation, Chainlink Functions, Chainlink Data Products, Chainlink Proof of Reserves or Chainlink CCIP to then influence a state change to a smart contract is required. (each a “Project”).
- **Functionality:** The Project must be capable of being successfully installed and running consistently on the platform for which it is intended and must function as depicted in the video and/or expressed in the text description.
- **Platforms:** A submitted Project must run on the platform for which it is intended and which is specified in the Submission Requirements.
- **New & Existing:** Projects must be either newly created by the Entrant or, if the Entrant's Project existed prior to the Hackathon Submission Period, must have been significantly updated after the start of the Hackathon Submission Period.
- **Third Party Integrations:** If a Project integrates any third-party SDK, APIs and/or data, Entrant must be authorized to use them.

### Submission Requirements.

Submissions to the Hackathon must meet the following requirements:

- Include a Project built with the required developer tools and meets the above Project Requirements.
- Include a text description that should explain the features and functionality of your Project.
- Include a demonstration video of your Project. The video portion of the submission:
  - should be less than three (3) minutes
  - should include footage that shows the Project functioning on the device for which it was built
  - must be uploaded to and made publicly visible on YouTube, Vimeo, Facebook Video, or Youku, and a link to the video must be provided on the submission form on the Hackathon Website; and
  - must not include third party trademarks, or copyrighted music or other material unless the Entrant has permission to use such material.
- Provide a URL to a functional demo app OR URL to public code repository
- Provide a Github URL to the specific piece of code that uses Chainlink

**Multiple Submissions:** An Entrant may submit more than one Submission, however, each submission must be unique and substantially different from each of the Entrant's other Submissions, as determined by the Sponsor and Devpost in their sole discretion.

**Submission ownership.** Be the original work of the submitter, be solely owned by the submitter, and not violate the IP rights of any other person or entity.

**Public Distribution:** The Entrant may make the Project available to the public via a website or online store but is not required to do so.

### **Language Requirements**

All Submission materials must be in English or, if not in English, the Entrant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted.

### **Team Representation**

If a team or organization is entering the Hackathon, they must appoint and authorize one individual (the "Representative") to represent, act, and enter a Submission, on their behalf. The Representative must meet the eligibility requirements above. By entering a Submission on the Hackathon Website on behalf of a team or organization you represent and warrant that you are the Representative authorized to act on behalf of your team or organization.

**Intellectual Property:** Your Submission must: (a) be your (or your Team, or Organization's) original work product; (b) be solely owned by you, your Team, your Organization with no other person or entity having any right or interest in it; and (c) not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity. An Entrant may contract with a third party for technical assistance to create the Submission provided the Submission components are solely the Entrant's work product and the result of the Entrant's ideas and creativity, and the Entrant owns all rights to them. An Entrant may submit a Submission that includes the use of open source software or hardware, provided the Entrant complies with applicable open source licenses and, as part of the Submission, creates software that enhances and builds upon the features and functionality included in the underlying open source product. By entering the Hackathon, you represent, warrant, and agree that your Submission meets these requirements.

**Financial or Preferential Support:** A Project must not have been developed, or derived from a Project developed, with financial or preferential support from the Sponsor or Administrator. Such Projects include, but are not limited to, those that received funding or investment for their development, were developed under contract, or received a commercial license, from the Sponsor or Administrator any time prior to the end of Hackathon Submission Period. The Sponsor, at their sole discretion, may disqualify a Project, if awarding a prize to the Project would create a real or apparent conflict of interest.

## 5. Submission Modifications.

- A. **Draft Submissions:** Prior to the end of the Submission Period, you may save draft versions of your submission on Devpost to your portfolio before submitting the submission materials to the Hackathon for evaluation. Once the Submission Period has ended, you may not make any changes or alterations to your submission, but you may continue to update the project in your Devpost portfolio.
- B. **Modifications:** After the Submission Period. The Sponsor and Devpost may permit you to modify part of your submission after the Submission Period for the purpose of adding, removing or replacing material that potentially infringes a third party mark or right, discloses personally identifiable information, or is otherwise inappropriate. The modified submission must remain substantively the same as the original submission with the only modification being what the Sponsor and Devpost permits.

## 6. Judges & Criteria.

Eligible submissions will be evaluated by a panel of judges selected by the Sponsor (the “Judges”). Judges may be employees of the sponsor or third parties, may or may not be listed individually on the Hackathon Website, and may change before or during the Judging Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the sponsor.

**Stage One)** The first stage will determine via pass/fail whether the ideas meet a baseline level of viability, in that the project reasonably fits the theme and reasonably applies the required APIs/SDKs featured in the Hackathon.

**Stage Two)** All submissions that pass Stage One will be evaluated in Stage Two based on the following equally weighted criteria (the “Judging Criteria”):

Entries will be judged on the following equally weighted criteria, and according to the sole and absolute discretion of the judges:

1. **User Experience / User Interface:** How useable is your project? Does it look nice? Does it accomplish what it's set out to do in an easy to use and approachable way?
2. **Originality / Uniqueness:** Has this project been done before? Is it unique?
3. **Technicality:** How difficult is the problem you're solving? How many moving parts? Did you build it in an efficient manner? Did you give it too many moving parts? How clean is the code?
4. **Practicality:** Is this something people will want to use? Does this have business value? Is this something that could grow and have a mass following?
5. **Wow factor:** Buffer points for anything not captured in the above pieces of criteria!

The scores from the Judges will determine the potential winners of the applicable prizes. The Entrant(s) that are eligible for a Prize, and whose Submissions earn the highest overall scores based on the applicable Judging Criteria, will become potential winners of that Prize.

**Tie Breaking.** For each Prize listed below, if two or more submissions are tied, the tied submission with the highest score in the first applicable criterion listed above will be considered the higher scoring submission. In the event any ties remain, this process will be repeated, as needed, by comparing the tied Submissions' scores on the next applicable criterion. If two or more submissions are tied on all applicable criteria, the panel of Judges will vote on the tied submissions.

## 7. Intellectual Property Rights.

All submissions remain the intellectual property of the individuals or organizations that developed them. By submitting an entry, entrants agree that the sponsor will have a fully paid, non-exclusive license to use such entry for judging the entry. Entrants agree that the sponsor and Devpost shall have the right to promote the submission and use the name, likeness, voice and image of all individuals contributing to a submission, in any materials promoting or publicizing the Hackathon and its results, during the Hackathon Period and for three years thereafter. Some Submission components may be displayed to the public. Other Submission materials may be viewed by the sponsor, Devpost, and judges for screening and evaluation. By submitting an entry or accepting any prize, entrants represent and warrant that (a) submitted content is not copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless entrant is the owner of such rights or has permission from their rightful owner to post the content; and (b) the

content submitted does not contain any viruses, Trojan horses, worms, spyware or other disabling devices or harmful or malicious code.

## 8. Prizes.

<b>Winner</b>	<b>Prize</b>	<b>Qty</b>	<b>Eligible Submissions</b>
Chainlink Grand Prize	\$25,000 USD in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
DeFi & Payments - 1st Place	\$15,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
DeFi & Payments - 2nd Place	\$7,500 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Cross-Chain Solutions - 1st Place	\$15,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Cross-Chain Solutions - 2nd Place	\$7,500 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Web3 Gaming & Dynamic NFT's - 1st Place	\$10,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Web3 Gaming & Dynamic NFT's - 2nd Place	\$5,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain

SocialFi Innovation - 1st Place	\$10,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
SocialFi Innovation - 2nd Place	\$5,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Web3 & AI - 1st Place	\$10,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Web3 & AI - 2nd Place	\$5,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Tech for good - 1st Place	\$10,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Tech for good - 2nd Place	\$5,000 in LINK	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Top Quality	\$500 in LINK	20	Runner up projects Projects that use Chainlink services in some form to make a state change on a blockchain

### Bonus prizes

Winner	Prize	Qty	Eligible Submissions
Polygon - Best use of	\$15,000 in Cryptocurrency of Sponsor's choice	1	Projects that use Polygon services in some form to

zkEVM - \$15,000			make a state change on a blockchain
Polygon - zkEVM Defi Challenge - \$15,000	\$15,000 in Cryptocurrency of Sponsor's choice	1	Projects that use Polygon services in some form to make a state change on a blockchain
Polygon - LxLy Bridge zkEVM Extension - \$10,000	\$10,000 in Cryptocurrency of Sponsor's choice	1	Projects that use Polygon services in some form to make a state change on a blockchain
Polygon - Best use of Polygon ID's Verifiable Credentials to preserve user privacy - \$10,000	\$10,000 in Cryptocurrency of Sponsor's choice	1	Projects that use Polygon ID to represent identity-based information as verifiable credentials
Avalanche - 1st Place - \$10,000	\$10,000 in Cryptocurrency of Sponsor's choice	1	Projects that use Avalanche services in some form to make a state change on a blockchain
Avalanche - 2nd Place - \$7,500	\$7,500 in Cryptocurrency of Sponsor's choice	1	Projects that use Avalanche services in some form to make a state change on a blockchain
Avalanche - 3rd Place - \$5,000	\$5,000 in Cryptocurrency of Sponsor's choice	1	Projects that use Avalanche services in some form to make a state change on a blockchain
Avalanche - Honorable Mention - \$2,500	\$2,500 in Cryptocurrency of Sponsor's choice	1	Projects that use Avalanche services in some form to make a state change on a blockchain
ENS - \$2,000 -	\$2,000 in Cryptocurrency of Sponsor's choice	1	Projects that use ENS services in some form to



Best use of EVM CCIP-Read Gateway on L2			make a state change on a blockchain
ENS - \$1,000 - Best overall use of ENS	\$1,000 in Cryptocurrency of Sponsor's choice	2	Projects that use ENS services in some form to make a state change on a blockchain
ENS - \$1,000 - Best use of Thorin (UI/UX)	\$1,000 in Cryptocurrency of Sponsor's choice	2	Projects that use ENS services in some form to make a state change on a blockchain
ENS - \$1,000 - Best use of subnames	\$1,000 in Cryptocurrency of Sponsor's choice	3	Projects that use ENS services in some form to make a state change on a blockchain
ENS - \$1,000 - Honorable Mentions	\$1,000 in Cryptocurrency of Sponsor's choice	3	Projects that use ENS services in some form to make a state change on a blockchain
Steel Perlot - 1st Prize - \$5,000	\$5,000 in Cryptocurrency of Sponsor's choice	1	Generative Tik Tok advertisement app that can be used for selling items on a Tik Tok Shop
Steel Perlot - 2nd Prize - \$5,000	\$5,000 in Cryptocurrency of Sponsor's choice	1	Use of Chainlink Functions and AI that demonstrates the highest revenue potential
Steel Perlot - 3rd Prize - \$5,000	\$5,000 in Cryptocurrency of Sponsor's choice	1	AI prompt Marketplace for Task Automation with Crypto Payments and incentive layer for Action Model Training
The Graph - Best New Subgraph or	\$1,400 in Cryptocurrency of Sponsor's choice	1	Projects that build and deploy a custom subgraph that indexes data from a smart contract to query

Substream - Grand Prize - \$1,400			blockchain data to your dapp, or build a custom substream.
The Graph - Best New Subgraph or Substream - 2nd Place (\$1,000)	\$1,000 in Cryptocurrency of Sponsor's choice	1	Projects that build and deploy a custom subgraph that indexes data from a smart contract to query blockchain data to your dapp, or build a custom substream.
The Graph - Best New Subgraph or Substream - 3rd Place (\$600)	\$600 in Cryptocurrency of Sponsor's choice	1	Projects that build and deploy a custom subgraph that indexes data from a smart contract to query blockchain data to your dapp, or build a custom substream.
The Graph - Best use of Subgraph or Substream - Grand Prize (\$1,000)	\$1,000 in Cryptocurrency of Sponsor's choice	1	Projects that query a new or existing subgraph on the Graph Explorer or hosted service using the public query URL from the subgraph dashboard, or utilize a new or existing substream to process and consume web3 data.
The Graph - Best use of Subgraph or Substream - 2nd Place (\$600)	\$600 in Cryptocurrency of Sponsor's choice	1	Projects that query a new or existing subgraph on the Graph Explorer or hosted service using the public query URL from the subgraph dashboard, or utilize a new or existing substream to process and consume web3 data.
The Graph - Best use of Subgraph or Substream	\$400 in Cryptocurrency of Sponsor's choice	1	Projects that query a new or existing subgraph on the Graph Explorer or hosted service using the public query URL from the subgraph dashboard, or utilize a new or existing

- 3rd Place (\$400)			substream to process and consume web3 data.
Cyberscope - First prize - \$3,000	\$3,000 in Audit Credits	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Cyberscope - Runner up - \$2,000	\$2,000 in Audit Credits	1	Projects that use Chainlink services in some form to make a state change on a blockchain
Cyberscope - Remaining Chainlink tracks winners - \$1,000	\$1,000 in Audit Credits	30	Projects that use Chainlink services in some form to make a state change on a blockchain
Tencent - \$10,000	\$10,000 in credits	20	Projects that use Tencent services
Tencent - \$100	\$100 in credits for hackathon usage for the 500 first users that claim the free credits. Credits can be claimed here: <a href="https://www.tencentcloud.com/campaign/constellation#buy">https://www.tencentcloud.com/campaign/constellation#buy</a>	500	Projects that use Tencent services
QuickNode	Free access to QuickNode Scale tier membership for three months to be delivered via email	17000	All eligible user registrations on hack.chain.link

**IMPORTANT NOTES ON MULTIPLE PRIZE ELIGIBILITY:**

**NOTE:** Cryptocurrency is subject to a high degree of risk, volatility and illiquidity. Participants should make their own investigations and evaluations of any cryptocurrency that will be delivered pursuant thereto. Participants should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of cryptocurrency and upon delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition.

- A. **Substitutions & Changes:** Prizes are non-transferable by the winner. Sponsor in its sole discretion has the right to make a prize substitution of equivalent or greater value. Sponsor will

not award a prize if there are no eligible submissions entered in the Hackathon, or if there are no eligible Entrants or submissions for a specific prize.

- B. **Verification Requirement:** THE AWARD OF A PRIZE TO A POTENTIAL WINNER IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. No submission or submitter shall be deemed a winning submission or winner until their post-competition prize affidavits have been completed and verified, even if prospective winners have been announced verbally or on the competition website. The final decision to designate a winner shall be made by the Sponsor and/or Administrator. **Deadline for Returning Required Forms:** ten (10) business days after the Required Forms are sent. Failure to return the required forms may result in disqualification. Failure of the winner to return the paperwork in more than three months will result in forfeiture of the prize.
- C. **Prize Delivery:** Prizes will be payable to the Entrant, if an individual; to the Entrant's Representative, if a Team; or to the Organization, if the Entrant is an Organization. It will be the responsibility of the winning Entrant's Representative to allocate the Prize among their Team or Organization's participating members, as the Representative deems appropriate. A monetary Prize will be mailed to the winning Entrant's address (if an individual) or the Representative's address (if a Team or Organization), or sent electronically to the Entrant, Entrant's Representative, or Organization's bank account, only after receipt of the completed winner affidavit and other required forms (collectively the "Required Forms"), if applicable. Failure to provide correct information on the Required Forms, or other correct information required for the delivery of a Prize, may result in delayed Prize delivery, disqualification of the Entrant, or forfeiture of a Prize. Prizes will be delivered within 60 days of the Sponsor or Devpost's receipt of the completed Required Forms.
- D. **Fees & Taxes:** Winners (and in the case of Team or Organization, all participating members) are responsible for any fees associated with receiving or using a prize, including but not limited to, wiring fees or currency exchange fees. Winners (and in the case of Team or Organization, all participating members) are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state/provincial/territorial and local). Winners may be required to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents may be required to provide a completed form W-9 and residents of other countries may be required to provide a completed W-8BEN form. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the Prize to relevant government departments/agencies, if necessary. The Sponsor, Devpost, and/or Prize provider reserves the right to withhold a portion of the prize amount to comply with the tax laws of the United States or other sponsor jurisdiction, or those of a winner's jurisdiction.

## 9. Entry Conditions and Release.

- A. By entering the Hackathon, you (and, if you are entering on behalf of a Team, Organization each participating members) agree(s) to the following:
- The relationship between you, the Entrant, and the Sponsor and Administrator, is not a confidential, fiduciary, or other special relationship.
  - You will be bound by and comply with these Official Rules and the decisions of the Sponsor, Administrator, and/or the Hackathon Judges which are binding and final in all matters relating to the Hackathon.
  - You release, indemnify, defend and hold harmless the Promotion Entities, and their respective parent, subsidiary, and affiliated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Hackathon, and all of their respective past and present officers, directors,

employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Entrant's entry, creation of Submission or entry of a Submission, participation in the Hackathon, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.

- B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:
- a. Any incorrect or inaccurate information, whether caused by the Sponsor or Administrator's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon;
  - b. Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Hackathon Website;
  - c. Unauthorized human intervention in any part of the entry process or the Hackathon;
  - d. Technical or human error which may occur in the administration of the Hackathon or the processing of Submissions; or
  - e. Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Entrant's participation in the Hackathon or receipt or use or misuse of any Prize.

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Entrants. Proof of sending or submitting the aforementioned will not be deemed to be proof of receipt by the Sponsor or Administrator. If for any reason any Entrant's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is to request the opportunity to resubmit its Submission. Such a request must be made promptly after the Entrant knows or should have known there was a problem and will be determined at the sole discretion of the Sponsor.

## 10. Publicity.

By participating in the Hackathon, Entrant consents to the promotion and display of the Entrant's Submission, and to the use of personal information about themselves for promotional purposes, by the Sponsor, Administrator, and third parties acting on their behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments and hometown and country of residence. It may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes but is not limited to advertising and promotional purposes.

## 11. General Conditions.

- A. Sponsor and Administrator reserve the right, in their sole discretion, to cancel, suspend and/or modify the Hackathon, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.
- B. Sponsor and Administrator reserve the right in their sole discretion to disqualify any individual or Entrant if it finds to be actually or presenting the appearance of tampering with the entry process

or the operation of the Hackathon or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Hackathon, or a violation of any applicable law or regulation.

- C. Any attempt by any person to undermine the proper conduct of the Hackathon may be a violation of criminal and civil law. Should the Sponsor or Administrator suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring an Entrant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.
- D. If there is any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Hackathon materials, including but not limited to the Hackathon Submission form, Hackathon Website, or advertising, the terms and conditions of the Official Rules shall prevail.
- E. The terms and conditions of the Official Rules are subject to change at any time, including the rights or obligations of the Entrant, the Sponsor and Administrator. The Sponsor and Administrator will post the terms and conditions of the amended Official Rules on the Hackathon Website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.
- F. If at any time prior to the deadline, an Entrant or prospective Entrant believes that any term in the Official Rules is or may be ambiguous, they must submit a written request for clarification.
- G. The Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to an Entrant, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.
- H. Excluding Submissions, all intellectual property related to this Hackathon, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Sponsor and/or Administrator. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Sponsor or Administrator's intellectual property shall be solely to the extent provided for in these Official Rules.

## 12. Limitations of Liability.

By entering, all Entrants (including, in the case of a Team or Organization, all participating members) agree to release the Released Parties from any and all liability in connection with the Prizes or Entrant's participation in the Hackathon. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

## 13. Disputes.

- A. Except where prohibited by law, as a condition of participating in this Hackathon, Entrant agrees that:
  - a. Any and all disputes and causes of action arising out of or connected with this Hackathon, or any Prizes awarded, shall be resolved individually, without resort to any

form of class action lawsuit, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the contestant;

- b. The Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and
  - c. Judgment upon such arbitration award may be entered in any court having jurisdiction.
- B. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (i.e., costs associated with entering this Hackathon), and Entrant further waives all rights to have damages multiplied or increased.
- C. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with this Hackathon, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA without regard to New York choice of law rules.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### 14. Additional Terms.

Please review the Devpost Terms of Service at <https://info.devpost.com/terms> for additional rules that apply to your participation in the Hackathon and more generally your use of the Hackathon Website. Such Terms of Service are incorporated by reference into these Official Rules, including that the term "Poster" in the Terms of Service shall mean the same as "Sponsor" in these Official rules." If there is a conflict between the Terms of Service and these Official Rules, these Official Rules shall control with respect to this Hackathon only.

#### 15. Entrant's Personal Information.

Information collected from entrants is subject to the Devpost's Privacy Policy, which is available at <https://info.devpost.com/privacy>.

For questions, send an email to [support@devpost.com](mailto:support@devpost.com).