

Hacker Fund, a California nonprofit corporation that is tax-exempt under section 501(c)(3) of the Internal Revenue Code of the United states, its subsidiaries, and its affiliates (collectively, the "Company") offers the GTVO Hackathon (the "Hackathon") inviting Participants to develop projects that increase participatory democracy among youth.

These Terms and Conditions (the "Terms") apply to your application and participation in the Hackathon, and in addition to any other Hackathon terms, describes the Hackathon's requirements as well as the Prizes that you may receive as a potential Finalist in the Hackathon. The Hackathon is organized by the Company and is open from the dates listed on Devpost: https://gtvo-hackathon.devpost.com/

Your creation or release of a Project or Participant Materials (defined below) or your engagement in any other Hackathon-related activities, do not obligate the Company to provide you with any Prize awards (defined below) or any other Hackathon benefits.

YOUR PARTICIPATION IN THE HACKATHON IS ENTIRELY VOLUNTARY, BUT IF YOU ARE PARTICIPATING IN THE HACKATHON, YOU MUST STRICTLY ADHERE TO THESE TERMS. IF, AS PART OF YOUR VOLUNTARY PARTICIPATION, YOU MEET THE CRITERIA LISTED BELOW AND ARE SELECTED AS A WINNER IN THE HACKATHON, YOU MAY RECEIVE CERTAIN AMOUNTS OF CASH AND/OR IN-KIND SERVICES (WHERE PERMITTED BY LAW) ("PRIZES") UPON SELECTION BY THE JUDGING PANEL. PRIZES ARE AWARDED AT THE SOLE DISCRETION OF THE COMPANY, ITS SUBSIDIARIES, PARTNERS, AND AFFILIATES AND IS NOT GUARANTEED.

1. Certain Definitions.

"Participant" means all individuals and/or and teams that submit an entry and participate in the Hackathon.



"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secret rights, work, and any other tangible or intangible property rights recognized in any country or jurisdiction in the world.

"Participant Marks" means the trademarks, service marks, trade names and logos for your entity's products and services.

"Participant Materials" means any materials or information provided by you (including your team members) to the Company in connection with the Hackathon.

"Prize" means the eligible amount of cash or in-kind services where lawful, which may be awarded to Participants who have been selected to participate in the Hackathon and have been chosen as a winner by the Judging Panel.

"Project" means the materials and content that you submit (or desire to submit) to the Company for review and/or consideration by the Hackathon Judging Panel under these Terms.

"Company Materials" means all information and materials that may be provided to Participant by the Company in the course of the Hackathon and all Intellectual Property Rights thereto.

"Judging Panel" means the team of individuals who will select certain teams as prize winners for the Hackathon.

"In-kind services" means a non-monetary contribution of services offered free or at less than usual charge.



"Additional Funding Opportunities" means any additional monetary contributions, whether in the form of investments or grants, that are subject to terms and conditions beyond the scope of the Hackathon.

- 2. Eligibility; Hackathon Requirements.
- 2.1. You may only participate in the Company Hackathon if:
 - You are over 18 years old or are the age of majority in the jurisdiction in which
 you reside at the time of entry in the Hackathon; or a business, and in each
 case have registered with the Company;
 - You are a resident of a jurisdiction where entry in the Hackathon is not prohibited by law;
 - You are not a resident of, citizen, or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign country sanctions or embargoes;
 - You, nor, if applicable, any third party entities that you represent (i) is listed or associated with any person or entity being listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations, (ii) is a person identified as a terrorist organization or any other relevant lists maintained by any governmental authority;
 - Your participation in the Hackathon is not in violation of any national, state, or local law or regulation applicable to you;
 - Your Entry is in English; and



- You successfully pass KYC, as applicable, according to a process that, in the sole discretion of the Company, is deemed sufficient.
- 2.2. Application. The Hackathon is open to individuals and entities that have submitted a completed Hackathon Entry via the Hackathon website located at https://gtvo-hackathon.devpost.com/ (the "Hackathon Site"). If you are an employee of the Company or any of its subsidiaries or affiliates or an immediate family member of anyone thereof, you are eligible to participate in the Hackathon but are ineligible to win or receive Prizes or Additional Funding Opportunities.
- 2.3. Hackathon Requirements. In order to be eligible to participate in the Hackathon and win a Prize, in addition to all other Hackathon requirements noted herein, you must do the following in accordance with any timelines communicated to you in writing by the Company:
 - execute any additional terms or forms (e.g., W9 or W8-BEN) as may be required by the Company; and
 - comply with all Hackathon requirements as set forth in Sections 2.1 through
 2.3 above and all instructions and requirements as set forth in the Hackathon
 Site.
- 2.4 Entrant Guidelines. Entries may NOT contain, as determined by the Company, in its sole and absolute discretion, any content that:
 - is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
 - promotes alcohol, illegal drugs, tobacco (or the use of any of the foregoing) or a particular political agenda;



- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress, without express written consent of the rights holder(s) or a reasonably apparent lawful basis for your use(s);
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media) either without express written consent of the rights holder(s) or a reasonably apparent lawful basis for your use(s);
- communicates messages or images inconsistent with the positive images and/or good will to which Company wishes to associate; and/or violates any law;
- contains packaging or building (exteriors/interiors) owned by others

The Company reserves the right to investigate and verify, conditionally reject, or reject outright any tendered Entry, in our sole and absolute discretion, that we in good faith determine may not, or does not, meet the above criteria or any terms and conditions for this Hackathon.

- 3. All Participants grant the Company a royalty-free worldwide license and right in perpetuity to use their name, image, and likeness for the purposes of producing, promoting, and advertising the Hackathon and the Company.
- 4. Prizes. To be eligible to receive any Prizes, you must be selected by the Judging Panel. All Prizes will be listed on the Hackathon Site and can be adjusted by the Company at any time. Grant awards are subject to additional terms referenced in Section 5 below. THE AWARDING OF PRIZES AS PART OF THE HACKATHON IS WITHIN THE COMPANY'S SOLE DISCRETION AND ALL DECISIONS RELATED TO THE



HACKATHON ARE FINAL AND NON-APPEALABLE. All prize Finalists are 'potential' Finalists, subject to notification, verification and acceptance of such prizes. Taxes or other costs, if any, relating to receipt, acceptance and or use of Finalist prizes are the sole responsibility of the Participant and the Company is not responsible for any disputes regarding prize dispersal. Potential Finalists will be notified by sending a message to the email address, the phone number, or mailing address (if any) provided at time of registration within seven (7) days following completion of judging. If the notification is returned as undeliverable or potential Finalist is otherwise unreachable for any reason, the Company may give the award to a runner-up. If there is a dispute as to who is the potential Finalist, the Company will consider the potential Finalist to be the authorized account holder of the e-mail address used to enter the Hackathon. Potential Finalists may be required to sign and return an Affidavit of Eligibility, Liability/Publicity Release and a W-9 tax form or W-8 BEN tax form within 10 days of notification. If the potential Finalist does not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, the Company may disqualify the potential Finalist and select a runner-up.

The Company reserves the right in its sole discretion to substitute an alternative prize or element of a prize of equal value due to unavailability or inability to deliver such prize or prize element. If a potential Finalist resides in a jurisdiction that prohibits the exchange of cryptocurrencies, the fiat equivalent will be awarded. The Company reserves the right to award all cash or all fiat at its sole discretion and as permitted by law. All Hackathon prize consideration will be awarded solely to the officially registered Participants. In the event a potential Finalist cannot be reasonably notified, verified or confirmed based on two (2) attempts (and further attempts at the Company's sole discretion), a Hackathon prize is declined or a potential Finalist or an Entry is determined not to be eligible for Hackathon participation or award of a Hackathon prize for whatever reason, an alternate Finalists will be chosen based on the judging criteria



in accordance with these rules listed on the Hackathon Site. Judging criteria is determined by the Company and, in its sole discretion, can be adjusted by the Company at any time. All criteria will be published on the Hackathon Site.

5. Grants and Additional Funding Opportunities

Additional Funding Opportunities, including grants and seed funding, are wholly separate from the Hackathon and are subject to terms managed by the entities providing that funding.

6. Entrant Requirements.

- 6.1. General. Teams may consist of one or up to four (4) individuals. Each Team may submit an unlimited number of unique Entries to the Hackathon. All submitted Entries will also be entered to win the "Grand Champion" and "Community Choice" categories.
- 6.2. Additional Requirements. Prizes are granted without warranty of any kind from the Company, express or implied, without limitation. All applicable laws and regulations apply. You agree to be bound by the decisions of the Company, which are final and binding on all matters pertaining to the Hackathon.

7. Marketing and Promotion.

- 7.1. Publicity. You will not issue any press releases or similar public announcements in connection with these Terms (including statements regarding the terms and conditions of these Terms and the details of the Hackathon), without the prior written approval of the Company.
- 7.2. Publication in List. You agree that the Company may, but is not required, to include the Projects in published lists and similar compilations and on its online



properties during the term of the Terms and after the Hackathon has concluded, including on webpages, promotional materials, publications, and other promotional materials regarding third party products after the original Hackathon has launched. You agree to provide the Company with product descriptions, images, logos, website links and other content regarding a Project as may be reasonably requested by the Company for inclusion in such lists and compilations, and for use in its related marketing activities.

- 7.3. Public Relations. You will: (a) conduct your business and activities in connection with these Terms in such a manner so as to promote a good image and public relations for the Company; (b) not engage in any unfair or deceptive trade practice involving the Company, the Company's services; and (c) not make any false, misleading or disparaging representations or statements with regard to the Company, the Hackathon or the Company's services.
- 8. Representations and Warranties.
- 8.1. Participant Representations and Warranties. You represent and warrant that: (a) you have the authority to enter into these Terms; (b) the information submitted to the Company in connection with your participation in the Hackathon, including in any application, is accurate and complete; and (c) none of your Participant Materials or Participant Marks infringe upon, violate or misappropriate a third party's Intellectual Property Rights or contain any illegal or defamatory materials, or violate any law or regulation.
- 8.2. Disclaimer. THE COMPANY WEBSITES, INCLUDING THE HACKATHON WEBSITE, AND ANY COMPANY MATERIALS YOU MAY HAVE ACCESS TO IN CONNECTION WITH THE HACKATHON ARE PROVIDED "AS-IS" AND "AS AVAILABLE," WITH ALL FAULTS, DEFECTS AND ERRORS, AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ALL



REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, ARISING BY LAW OR OTHERWISE) ΙN CONNECTION WITH THESE TERMS, INCLUDING ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY MAKES REPRESENTATION OR WARRANTY THAT: (I) THE HACKATHON, COMPANY WEBSITES OR COMPANY MATERIALS WILL MEET YOUR REQUIREMENTS, THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) YOUR PROJECTS WILL BE COMPATIBLE WITH CURRENT OR FUTURE VERSIONS OF THE COMPANY'S PRODUCTS OR SERVICES; OR (III) YOU WILL PROFIT OR DERIVE ANY ECONOMIC BENEFIT FROM YOUR PARTICIPATION IN THE HACKATHON.

9. Intellectual Property.

9.1. Participant Materials. By participating in this Hackathon, you hereby grant to the Company, Company's licensees and assigns, and its affiliates and their licensees and assigns, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable right and license to use, reproduce, modify, distribute, display, publish, perform, create derivative works from, transmit and access your Participant Materials, in whole or in part, for advertising and/or marketing purposes worldwide in connection with the Hackathon (and any subsequent Hackathons) and with the Company's marketing, in any media formats, through any media channels or otherwise. For example, you grant the Company the right to demonstrate your Project in connection with promotion of Company activities. You agree not to instigate, support, maintain or authorize any action, claim or lawsuit against the Company on the grounds that any use of the Participant Materials as provided herein, infringes any of your rights as creator of the Participant Materials, including, without limitation, trademark rights, copyrights and moral rights. You acknowledge that the Company may currently or in the future be developing information internally, or receiving information from other parties, that is



similar to your Participant Materials. Nothing in these Terms will be construed as a representation or agreement that the Company will not develop or have developed products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Participant Materials. You also agree that any creative ideas, suggestions, or other materials you submit in connection with this Hackathon, in any form, are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and the Company in any way, and that you have no expectation of review, compensation, or consideration of any type either now or in the future.

- 9.2. Participant Marks. You grant to the Company a non-exclusive, irrevocable, worldwide, royalty-free, non-sublicensable, royalty-free license to use your Participant Marks solely in connection with the Hackathon and the activities contemplated in Section 2, in any and all media formats, including, but not limited to advertising, marketing, network and streaming services, and promoting the Company and the Company's products and services and identification of and discussion about your participation in the Hackathon..
- 9.3. Company Materials. In connection with your creation of the Participant Materials, the Company hereby grants Participant, during the Term, a limited license to use the Company Materials solely in connection with Participant's participation in the Hackathon. Such a limited license will automatically terminate once you are no longer a Participant in the Hackathon.
- 9.4. Ownership. As between you and the Company, (a) the Company owns all right, title and interest in and to the Company Materials and the Company's products and services (including, the Company website and its trademarks, including all associated Intellectual Property Rights thereto), and (b) you own all right, title and interest in and



to your Participant Marks, including all associated Intellectual Property Rights. There are no implied licenses granted by either party, whether by implication, estoppel or otherwise. Subject to Section 8.1, you have and retain ownership of all right, title and interest in and to your Participant Materials, including all associated Intellectual Property Rights, and any modifications, improvements or derivatives of the foregoing made by you thereto.

10. Confidentiality. At all times, during the term of these Terms and thereafter, and to the fullest extent permitted by law, you agree to hold all Confidential Information (as defined below) in strict confidence, not to use it in any way, commercially or otherwise, except for purposes contemplated under the Hackathon, and not to disclose it to others. You also agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

As used herein, "Confidential Information" means: (i) any information, materials or knowledge regarding the Company and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with participating in the Hackathon and (ii) these Terms. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of you; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Notwithstanding the foregoing, Confidential Information includes any information that, due to its nature or the circumstances of its disclosure, a reasonable person would know, or would have reason to know, should be treated as confidential.



- 11. Release and Indemnification. You agree to fully and finally release, indemnify, defend and hold the Company and its parent, affiliates, subsidiaries, directors, officers, employees and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Hackathon, harmless from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Hackathon, your Projects or acceptance or use of a Prize, including without limitation (i) any condition caused by events beyond the Company's control that may cause the Hackathon to be disrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of any benefit you may receive in connection with the Hackathon, or acceptance, possession, or use of a Prize, or from participation in the Hackathon; and (iii) any printing or typographical errors in any materials associated with the Hackathon.
- 12. Limitation of Liability. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN THE ADMINISTRATION OF THE HACKATHON WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED FIVE-HUNDRED U.S. DOLLARS (\$500.00).



THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY.

- 13. Termination. The term of these Terms commences from the Effective Date and continues until (i) the completion of Participant's participation in the Hackathon or (ii) these Terms or Hackathon is terminated by the Company, whichever is earlier (the "Term"). For example, if for any reason the Hackathon is not capable of running as planned due to unforeseen changes in business conditions, the Company's inability to create websites and applications for management of or participation in the Hackathon, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Company's products and services or this Hackathon, the Company reserves the right at its sole discretion to amend these Terms or cancel, terminate, modify or suspend the Hackathon and terminate these Terms. The Company may also terminate these Terms for convenience upon written notice at any time. Upon any termination, discontinuation or cancellation of the Hackathon or these Terms, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.
- 14. Privacy Policy and Personal Information. The personal information and materials submitted by you in connection with your application to join the Hackathon and what you provide to us in connection with your participation in the Hackathon will be used for the purposes described in these Terms and will otherwise be handled in accordance with the Company's Privacy Policy, which may include processing or use by third parties solely within the scope of the Terms of this Agreement, located at www.hacker.fund, and you acknowledge and agree to such use.



- 15. Assignment. You may not assign or transfer these Terms by operation of law or otherwise) without the prior written consent of the Company and any prohibited assignment will be null and void. The Company may assign these Terms or any rights hereunder without your consent. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties' permitted successors and assigns.
- 16. This section has been deleted.
- 17. Relationship of the Parties. Participant's relationship with the Company is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to, create a partnership, joint venture, or employment relationship. Participant will not be entitled to any of the benefits that the Company may make available to its employees. Participant is not authorized to make any representation, contract, or commitment on behalf of the Company, unless specifically requested or authorized in writing to do so by an authorized officer of the Company. Participant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the receipt of any Prizes awarded under these Terms.
- 18. Miscellaneous. The Company is not responsible for transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Participant Materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Company on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. The Company is also not responsible for injury or damage to your computer or any other damage resulting from downloading any materials in connection with the Hackathon. In the



event that any provision in these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent permitted by law and the remaining provisions will remain in full force and effect to the maximum extent permitted by law. The failure of a party to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. You agree that these Terms and the rules, restrictions and policies contained herein, and the Company's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and the Company. These Terms, any exhibits, and any other policies of the Company incorporated herein by reference constitute the entire agreement between the Company and you with respect to the subject matter of these Terms.

19. Governing Law; Dispute Resolution. The validity, interpretation, performance and enforcement of this Agreement shall be controlled by and construed under the laws of the State of California, without regard to its conflict-of-laws principles. In the event of any dispute, claim, question, or disagreement arising from or relating to the Agreement, whether arising in contract, tort or otherwise (hereinafter, "Dispute"), the Parties shall first use their best efforts to resolve the Dispute. If a Dispute arises, the disputing party shall provide written notice to the other party in a document specifically entitled "Initial Notice of Dispute," specifically setting forth the precise nature of the dispute (hereinafter, "Initial Dispute Resolution"). Following the non-disputing party's receipt of the Initial Notice of Dispute, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution of the Dispute that is satisfactory to both parties (hereinafter, "Direct Dispute Resolution"). If the Parties are unable to reach a resolution of the Dispute through Direct Dispute Resolution within thirty (30) days of the receipt of the Initial Notice of Dispute, then the Dispute shall subsequently be resolved by arbitration as set forth below. Following the failure of the Parties to resolve any Dispute through Direct



Dispute Resolution, such Dispute shall be determined and resolved by final and binding arbitration administered by JAMS ("JAMS") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). Any award rendered by the arbitrator shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction, and any court where a Party (or its assets) is located (to whose judgment the Parties consent for purposes of enforcing the award). In the event of arbitration, there shall be a single neutral arbitrator appointed by JAMS in accordance with its Commercial Rules. Venue shall be located in the county of Los Angeles and arbitration shall be conducted remotely and by electronic means to the extent permissible under the Commercial Rules. The Parties irrevocably submit to the exclusive jurisdiction of such tribunal in any such suit, action or proceeding and waive any objection based on improper venue or forum non conveniens.

- 20. Contact. If you have any questions about the Hackathon or the Terms, please contact gtvo@hacker.fund.
- 21. Amendments. The Company can amend the Terms at any time.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT REGISTER OR OTHERWISE PARTICIPATE IN THE HACKATHON.