THE BUCHAREST HACKATHON 2024

TERMS AND CONDITIONS OF PARTICIPATION

March 19th, 2024

1.   ORGANIZER AND EVENT

The sponsor and entity responsible for organizing **The Bucharest Hackathon 2024** (the "Hackathon") is SIMPLE ADVISERS SRL ("Organizer"), Reg com: J40/14620/2020, CUI: RO 43276280, Address: 12 D. Darian, District 1, 011716 Bucharest, Romania.

The Hackathon will be organized in accordance with these Terms and Conditions ("Rules") which will be binding for all individuals participating in the Hackathon ("Participants" or "You"). The Rules will be available to any interested party, free of charge, during the entire period of the Contest, at: https://thebucharesthackathon.com/

Organizer reserves the right to amend or modify the Rules and will notify the interested parties before any such amendment/modification enters into force. Any amendment/modification brought to these Rules will be made by an addendum to the Rules.

By registering, You agree to be bound by the Rules and represent that you satisfy all the eligibility requirements below. Participation in the Hackathon is deemed acceptance of these Rules.

2.   HACKATHON DETAILS

Detailed information regarding the Hackathon, including registration, schedule, tracks, awards, and participation fees, is available in Appendix 1 to these Rules

3.   ELIGIBILITY

The Hackathon is open to (a) Students & Graduates; (b) Researchers (ie. Ph.D., Postdoc), and (c) Business professionals & Freelancers; All participants must be at least 18 years old to register for the hackathon.

The Hackathon is not open to: (a) Organizations involved with the organization, design, production, paid promotion, execution, or distribution of the Hackathon, including The Bucharest Hackathon, its partners and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Hackathon ("Partners"); (b) Any other individual or organization whose participation in the Hackathon would create, in the sole discretion of The Bucharest Hackathon, a real or apparent conflict of interest; and (c) Individuals who are residents of or who are domiciled in, a country, state, province or territory where the laws of the United States, European Union or United Nations or local law prohibits participating or receiving a prize in the Hackathon (including, but not limited to, Brazil, Quebec, Cuba, Sudan, Iran, North Korea, Syria, Donetsk People Republic, Luhansk or Crimeea, and any other country designated by the United States Treasury's Office of Foreign Assets Control, and Commission of the European Union or Security Council of the United Nations)

4.   ENTRY CONDITIONS AND RELEASE

By entering the Hackathon, You agree to the following:

- The relationship between you and Organizer is not a confidential, fiduciary, or other special relationship

- You will be bound by and comply with these Rules and the decisions of the Organizer and Jury, which are binding and final in all matters relating to the Hackathon

- You release, indemnify, defend and hold harmless The Bucharest Hackathon, its Partners, and their respective parent, subsidiary, and affiliated companies, the Awards 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 Your and Your Team's entry, creation of Project or entry of a Project, participation in the Hackathon, a breach of the applicable laws, these Rules, the representations and warranties herein, the acceptance or use or misuse of any Award you may receive, and/or the broadcast, transmission, performance, exploitation or use of the Project as authorized or licensed by these Rules. Project refers to a prototype, a working demo, or a complete solution that addresses a specific problem or challenge that a team of participants develops during the hackathon.

Without limiting the foregoing, the Released Parties shall have no liability in connection with:

- any incorrect or inaccurate information, whether caused by the Organizer's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon

- 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

- unauthorized human intervention in any part of the entry process or the Hackathon

- technical or human error which may occur in the administration of the Hackathon or in the processing of Projects

- any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Your/Your Team's participation in the Hackathon, or by the receipt or use or misuse of any Award

5.   INTELLECTUAL PROPERTY RIGHTS

By entering the Hackathon, you represent and warrant that:

- You are the owner of the intellectual property rights over Your Project and that your Project does not breach any rights, including the intellectual property rights of a third party

- You have verified the terms and conditions regulating the use of third-party software, webpages or content included in your Project and the Project does not infringe any of the same

- You have obtained all necessary consents, approvals, or licenses required for You to submit Your Project

All intellectual property rights over Projects developed by You before or during the Hackathon remain with You and, as applicable, with Your Team members.

By entering the Hackathon, You grant Organizer and its Partners a limited, worldwide, transferable, and valid for entire duration the protection of rights, license to use, reproduce, broadcast, publish and display Your Project name, description, logo and any presentation materials related to Your Project, in any media, solely for the purpose of promoting You, Your Team, the Hackathon, and any other current or future The Bucharest Hackathon events.

You agree not to make any claims to Organizer events, products, or services based on the results of Your participation in the Hackathon.

During Your Participation in the Hackathon, Organizer and its Partners may provide you with training and development resources (the "Resources"). Organizer and its Partners grant to You a personal, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to use the Resources for the purposes specified herein, limited to the duration of the Hackathon.

All intellectual property related to the Resources, 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 Organizer and its Partners. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of the Organizer or their respective owner is strictly prohibited. Any use in a Project of Organizer's and Partner's intellectual property will be solely to the extent provided for in these Rules.

6. CONFIDENTIALITY

During the Hackathon You may be exposed to information containing trade secrets and proprietary information of the Organizer or its Partners ("Confidential Information").

Except as permitted under these Rules, each of you agree that (i) You will not disclose to any third party any Confidential Information of Organizer and its Partners; (ii) you will not use for any purpose any Confidential Information disclosed to you by Organizer or its Partners; and (iii) you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control, which will in no event be less than the measures you use to maintain the confidentiality of your own information of similar importance.

At the end of the Program, you will return or destroy (and certify such destruction) the Confidential Information, and all copies thereof, in your possession, except for such Confidential Information necessary to continue exercising any rights that survive termination or expiration of these Rules. You agree not to share any Confidential Information belonging to your employer during your participation in the Hackathon and Program.

The confidentiality obligation will survive for 3 (three) years after the end of the Program, except for Confidential Information protected as trade secrets, in relation to which the confidentiality obligation will be perpetual or will exist for as long as such Confidential Information remains a trade secret under applicable law.

7. GENERAL CONDITIONS

Organizer reserves the right, in its sole discretion, to cancel, suspend and/or modify the schedule of the Hackathon, or any part of them, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within Organizer's control.

The organizer reserves the right in their sole discretion to disqualify any Participant or Team 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 Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of the Organizer, or a violation of any applicable law or regulation.

If there is any discrepancy or inconsistency between these Rules and disclosures or other statements contained in any Hackathon materials, including but not limited to the Hackathon website, advertising (including but not limited to television, print, radio, or online ads), the terms and conditions of these Rules shall prevail.

These Rules are subject to change at any time, including the rights or obligations of the Organizer. The organizer will post the terms and conditions of the amended 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 Rules or, if no time is specified, the time of posting.

If at any time prior to the deadlines mentioned herein, You believe that any provision of these Rules is or may be unclear or ambiguous, you must submit a written request for clarification with the Organizer.

The Organizer's failure to enforce any term of these Rules will not constitute a waiver of that provision. Should any provision of these Rules be or become illegal or unenforceable under the applicable law, such illegality or unenforceability shall leave the remainder of these 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 Organizer's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

8. DISPUTES

All disputes and causes of action arising out of or connected with this Hackathon, or any Awards, shall be resolved amicably, and if this is not possible, any litigation will be settled by the competent courts of Bucharest, Romania.

To the extent permitted by the applicable law, You will not be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering this Hackathon), and you further waive all rights to have damages multiplied or increased.

9. PERSONAL DATA PROTECTION

Organizer will collect the personal identifiable information about you such as your name, surname, e-mail address, or address, for the purpose of ensuring Your participation in the Hackathon. The Bucharest Hackathon will be the sole controller of the personal data you provide.

With your explicit consent, The Bucharest Hackathon may use personal information about you, such as but not limited to, your name, photograph, voice, opinions, comments, and hometown and country of residence for promotional purposes. If You win an Award, Your identity and the Award you have received will be made public on the Organizer's websites, on social media, or in traditional media.

For more information on how the Organizer uses and protects your data please check out our Privacy Policy. The organizer may keep your data for up to five years.

10.   **CONTACT**

Participation in the Hackathon constitutes your full and unconditional agreement to these Rules. By entering, You agree that all decisions related to the Hackathon that are made pursuant to these Rules are final and binding and that all such decisions are at the sole discretion of the Organizer. If you have any questions or comments or wish to send us any notice regarding the Hackathon, please email us at: info@bucharesthackathon.com .

Appendix 1.

A. Hackathon

The Hackathon will be organized in a physical format. You may enter the Hackathon as part of a Team, or individually. You may not enter the Hackathon as part of more than one Team.

The Hackathon format can suffer adjustments - that will be presented in the registration form or at the beginning of the Hackathon event.

B. Registration and Schedule

Stage	Details	Schedule
#1 Registration	Sign-up here.	March 13, 2024 – April 10, 2024
#2 Selection	Max. 25 days post-registration You will receive a Yes or No answer via email. The organizers reserve the right not to motivate the answer / provide just short feedback. The answer is not open for appeal. A team that was not admitted may reapply at the next edition of the Hackathon.	March 13, 2024 – April 10, 2024
#3 Team matching	The Organizer will match you with other participants, if You requested this in the Registration. You will find out who are your team members via email, until 10th of March the latest.	April 3-10, 2024
#4 Schedule	April 13 ● from 9 AM The onboarding for the Hackathon April 13-14, 2024 you will participate in: ● 24h coding session ● Mentorship sessions ● Networking ● End of coding session: each team will submit their Project using a form provided by the Organizer April 14, 2024 ● **Demo presentation**; 2-minute timed demo held by each team; the session will be followed by a 1 minute Q&A session. Only the Jury members can ask questions; The Jury will be formed of highly reputable specialists in various fields of research and business (eg. academics, sponsors' board members) ● **Jury deliberation**; The general assessment criteria of the Jury will focus on the following aspects: ○ Definition of the features that will be implemented in the hackathon ○ The significance of your Project ○ Potential to expand the solution in the future ○ Difficulty of the implementation ○ Integration of the technologies made available by the Hackathon's Partners ○ The demo has all the functionality defined implemented.	April 13-14, 2024

- The overall user experience, including ease of use, usability, and user satisfaction.

  Please note that the judges will review the work completed during the 24-hour hackathon period.
- **Grading the demos**: The Jury members will grade each of the finalist teams on a scale from 1 (the lowest) to 6 (the highest)
  - After all the votes have been cast, the evaluation for each Team will be given by the sum of the total scores obtained during the voting process.
  - The winning Teams will be the ones with the highest sum of the scores obtained. Judges are not required to test the Projects and may choose to Judge based solely on the Demo Day presentation.
  - The organizers may give special prizes on behalf of the Event Partners
- Prize-giving

C. Categories and Technologies

Participants from all backgrounds are welcome to enroll in the Hackathon, as long the solution to the problem You attempt to solve (the "Project") is technical in nature and enabled by IT. Any Projects must fall within one of the Categories listed below.

Categories	BLOCKCHAIN, AI, DevTools

Project Ideas Examples here

Technologies	Examples
	Bware Labs, Genezio, MultiversX, OpenAI/ChatGPT (plus any other technologies)

Each Project must not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, image and/or privacy rights, of any other person or entity.

You may submit a Project that includes open-source software or hardware, provided You comply with applicable open-source licenses and, as part of the Project, You create software that enhances and builds upon the features and functionality included in the underlying open-source product. You are not allowed to use software published under a GPL license or any other kind of viral open-source software that might bind You to make the Project publicly available or unfit for commercial use, or that would bind any other person developing derivative works with your Project to make such publicly available.

By entering the Hackathon, You represent, warrant, and agree that Your Project meets the requirements above and You acknowledge that You will hold The Bucharest Hackathon harmless of any claim from a third party referring to a breach of its intellectual property rights or other rights. You acknowledge that in case there is a reasonable suspicion that your Project is not compliant with this section, your Project will be disqualified.

*Note: The Categories described in the current section are subject to change at any time prior to the opening of hackathon registration. Changes will be reflected in the existing Terms & Conditions document.

D. Benefits & Awards

Benefits of participating in the Hackathon

- Enjoy a tech development framework
- Benefit from mentorship
- Access to a network of partners & mentors
- Gain access to decision-makers in companies & specific domain knowledge
- Gain access to tech enablers offered by our tech partners with support from industry experts
- Use the visibility offered by our hackathon, through targeted media exposure
- Develop your soft skills - teamwork, presentation skills, product management skills
- Be part of a vibrant community of like-minded people, passionate about using technology to drive real world impact.

Awards

The following awards will be granted to the first three Teams after the Jury deliberation: 1st prize: $5000, 2nd prize: $ 3000, 3rd prize: $ 2000. The taxation of prizes will be applied according to the legislation in force.

During Your participation in the Hackathon, You may receive certain items (eg. goodie bags) from the Organizer or its Partners.

By accepting these Rules, You acknowledge and certify You do not expect wages, salary, or benefits of any kind from the Organizer and its Partners, other than access to the Hackathon and the Resources (as defined above).

E. Fees

Registration in the Hackathon is subject to no fees.

Any expenses related to your participation in the Hackathon not explicitly listed here are your sole responsibility.