

Metaplex cHack Hackathon

Terms and Conditions

The Metaplex Foundation (the “Foundation”) offers the cHack Hackathon (the “Hackathon”), a Compression focused hackathon inviting Participants to develop using the Metaplex Protocol to build the future of Solana NFTs and NFT tooling. 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 Foundation and is open for submissions from February 1, 2024, to 8:00 am UTC on February 29, 2024. No purchase necessary.

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 Foundation 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 TOKENS (WHERE PERMITTED BY LAW) (“PRIZES”) UPON SELECTION BY THE JUDGING PANEL. PRIZES ARE AWARDED AT THE SOLE DISCRETION OF THE FOUNDATION AND IS NOT GUARANTEED.

1. Definitions.

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

“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.

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

“Metaplex Protocol” means the software repository consisting of the preferred or core instance of any and all software created, developed, maintained, or otherwise affected by the Metaplex DAO, the Foundation, or any affiliates, subsidiaries, contractors, contributors, agents, or other related entities or individuals thereto, which initially shall consist of all repositories, files, and other materials and information located at and within <https://github.com/metaplex-foundation> (as may be amended by the Foundation from time-to-time) (including all sub-domains, sub-folders, private repositories, and similar thereto).

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

“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 Foundation in connection with the Hackathon.

“Prize” means the eligible amount of Tokens 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 Foundation for review and/or consideration by the Hackathon Judging Panel under these Terms.

“Token” means the \$MPLX utility and governance token that serves as the native token for the Metaplex Protocol, represented by the following Solana address:

[METAewgxyPbgwsseH8T16a39CQ5VyVxZi9zXiDPY18m](https://solscan.io/address/METAewgxyPbgwsseH8T16a39CQ5VyVxZi9zXiDPY18m)

2. Eligibility; Hackathon Requirements.

2.1. You may participate in the 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 entered a timely submission with the Foundation;
- 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- 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 or the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (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; and
- You successfully pass KYC, as applicable, according to a process that, in the sole discretion of the Foundation, is deemed sufficient.
- NO PURCHASE NECESSARY

2.2. Submissions. The Hackathon is open to individuals and entities that have timely submitted a completed Hackathon entry via the Hackathon website located at <https://chack.metaplex.com/> (the “Hackathon Site”) (each submission, an “Entry”). If you are an employee of the Foundation 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.

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 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 Foundation, in its sole and absolute discretion, any content that:

- 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);
- defames, misrepresents or contains disparaging remarks about other people or companies.

3. **Hackathon Promotion.** All Participants grant the Foundation 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.

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 Foundation at any time. All Token Prizes will be subject to a 1-year lockup period from the date Winners are announced. THE AWARDING OF PRIZES AS PART OF THE HACKATHON IS WITHIN THE FOUNDATION'S SOLE DISCRETION AND ALL DECISIONS RELATED TO THE HACKATHON ARE FINAL AND NON-APPEALABLE.

All prize Winners are 'potential' Winners, 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 Foundation is not responsible for any disputes regarding prize dispersal. Potential Winners 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 Winner is otherwise unreachable for any reason, the Foundation may give the award to a runner-up. If there is a dispute as to who is the potential Winner, the Foundation will consider the potential Winner to be the authorized account holder of the e-mail address used to enter the Hackathon. Potential Winners may be required to sign and return an Affidavit of Eligibility, Liability/Publicity Release and Acknowledgement of Prize form within 10 days of notification. If the potential Winner 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 Foundation may disqualify the potential Winner and select a runner-up.

The Foundation 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. All Hackathon prize consideration will be awarded solely to the officially registered Participants. In the event a potential Winner cannot be reasonably notified, verified or confirmed based on two (2) attempts (and further attempts at the Foundation's sole discretion), a Hackathon prize is declined or a potential Winner or an Entry is determined not to be eligible for Hackathon participation or award of a Hackathon prize for whatever reason, an alternate Winner will be chosen based on the judging criteria in accordance with these rules listed on the Hackathon Site. Judging criteria is determined by

the Foundation and, in its sole discretion, can be adjusted by the Foundation at any time. All criteria will be published on the Hackathon Site.

- 5. Entrant Requirements.** Teams may consist of one or more individuals. Individuals may participate on no more than one Team. Each Team may submit one Entry to the Hackathon and each Entry may be submitted to more than one track category for consideration (i.e., Dev Tools, Social, Mobile, Gaming, RWAs, or DePIN). All submitted Entries will also be entered to win the overall 1st, 2nd and 3rd place categories.

Prizes are granted without warranty of any kind from the Foundation, express or implied, without limitation. All applicable laws and regulations apply. You agree to be bound by the decisions of the Foundation, which are final and binding on all matters pertaining to the Hackathon.

Submissions will only be judged on the code and work produced between the start and end dates of Hackathon. Teams may submit Projects that include pre-existing code developed up to two months prior to the start of the Hackathon, but must disclose this in their submission. If, upon review, a team is found to have completed substantial work more than two months prior to the Hackathon without disclosure, the Foundation retains the sole right to disqualify the Project from the Hackathon and/or revoke Prizes, if applicable.

6. Marketing and Promotion.

- 6.1. 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 Foundation.
- 6.2. Publication in List. You agree that the Foundation 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 Foundation with product descriptions, images, logos, website links and other content regarding a Project as may be reasonably requested by the Foundation for inclusion in such lists and compilations, and for use in its related marketing activities.
- 6.3. 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 Foundation; (b) not engage in any unfair or deceptive trade practice involving the Foundation, the Foundation's services or the Metaplex Protocol; and (c) not make any false, misleading or disparaging representations or statements with regard to the Foundation or the Metaplex Protocol.

7. Representations and Warranties.

- 7.1. 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 Foundation 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.
- 7.2. Disclaimer. THE FOUNDATION WEBSITES, INCLUDING THE HACKATHON WEBSITE, AND ANY FOUNDATION 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 FOUNDATION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, ARISING BY LAW OR OTHERWISE) IN CONNECTION WITH THESE TERMS, INCLUDING ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE FOUNDATION MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE HACKATHON, FOUNDATION WEBSITES OR FOUNDATION 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 FOUNDATION'S PRODUCTS OR SERVICES; OR (III) YOU WILL PROFIT OR DERIVE ANY ECONOMIC BENEFIT FROM YOUR PARTICIPATION IN THE HACKATHON.

8. Intellectual Property.

- 8.1. Participant Materials. You will own any Participant Materials made by you, and all rights, titles and interests in those developments, including the Intellectual Property Rights therein, shall belong to you. By submitting your Entry, you are granting the Foundation a non-exclusive, worldwide, royalty-free license to use, distribute, display and reproduce your Entry only to the extent required by the Foundation to provide the services contemplated herein.
- 8.2. Participant Marks. You grant to the Foundation 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 Foundation and the Foundation's products and services and identification of and discussion about your participation in the Hackathon.
- 8.3. Foundation Materials. In connection with your creation of the Participant Materials, the Foundation hereby grants Participant, during the Term, a limited license to use the Foundation 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. Release and Indemnification. You agree to fully and finally release, indemnify, defend and hold the Foundation 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 Foundation'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.

- 10. Limitation of Liability.** NEITHER THE FOUNDATION 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 FOUNDATION 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 FOUNDATION'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000).

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

- 11. Privacy 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 Foundation's Privacy Policy, which may include processing or use by third parties solely within the scope of the Terms of this Agreement, located at <https://dao.metaplex.com/privacy>, and you acknowledge and agree to such use.
- 12. Relationship of the Parties.** Participant's relationship with the Foundation 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 is not authorized to make any representation, contract, or commitment on behalf of the Foundation, unless specifically requested or authorized in writing to do so by an authorized officer of the Foundation. 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.
- 13. Miscellaneous.** The Foundation 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 Foundation on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. The Foundation 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 Foundation's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and the Foundation. These Terms, any exhibits, and any other policies of the Foundation incorporated herein by reference constitute the entire agreement between the Foundation and you with respect to the subject matter of these Terms.

- 14. Governing Law; Dispute Resolution.** The interpretation and enforcement of these Terms, and any dispute related to these Terms, will be governed by and construed and enforced in accordance with the laws of the Cayman Islands, as applicable, without regard to conflict of law rules or principles. You agree that the Foundation may initiate a proceeding related to the enforcement or validity of our Intellectual Property Rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, the courts located in the Cayman Islands will have exclusive jurisdiction. You waive any objection to venue in such courts.

You and the Foundation agree that any dispute arising out of or related to these Terms or our Services is personal to you and the Foundation and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, as available on the JAMS website and hereby incorporated by reference. All disputes submitted to JAMS will be resolved through confidential, binding arbitration seated in the Cayman Islands before one arbitrator. You acknowledge and agree that You have read and understand the JAMS Rules or waive Your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

- 15. Contact.** If you have any questions about the Hackathon or these Terms, please contact ops@metaplex.foundation.

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