



## TERMS AND CONDITIONS

### 1. PROGRAM CONDITIONS

These are the official conditions that govern **Asahi Global Hackathon: Brewing Data and Stories in Pubs and Other Outlets** (the “**Program**”). In these conditions, “**AEI**” refers to **Asahi Europe and International Ltd**, a company incorporated under the laws of England and Wales, with its registered office at Asahi House, 88-100 Chertsey Road, Woking, GU21 5BJ, United Kingdom, company ID Number: 10609034, registered at the Registrar of Companies for England and Wales on behalf of itself and its affiliates as, the sponsor of the Program and “**You**” refers to any person submitting an Entry to the Program.

In order to enter the Program and in consideration for being permitted to enter the Program and have an opportunity to get shortlisted and further nurturing your ideas, you must agree to these Terms and Conditions. Therefore, please read these conditions carefully to ensure that you understand and agree to them before entering the Program.

### 2. THE PROGRAM

The Program will be based on problem statements from AEI that will offer participants an opportunity to look and solve the specific needs for the industry along with AEI. The participants will submit ideas and concepts, to build models and prototypes in relation to the problem statements. The winning submission will be rewarded with a prize of 10,000 EUR.

### 3. PARTICIPANT SUBMISSIONS

All submissions in relation to the Program (each an “**Entry**”) must comply with the following:

Artifacts (presentations/documents/videos etc.) setting out the details of the Entry and the problem that it is aiming to address.

Prototype or demo is optional but please feel free to include to complement your artifacts as it will serve as proof for market test and implementation.

It should be an original work of you and/or your team.

Entry is submitted in English.

Multiple Entries are permitted.

A jury of AEI employees will shortlist the top Entries and the Entries may be displayed at the website (selecteev.io). AEI reserves the right to refuse accepting Entries that do not comply with the above requirements of the Program. Compliance with the requirements of the Program will be decided solely by AEI. AEI’s decisions shall be final and binding.

By submitting an Entry to the Program, each Participant agrees that if their Entry is selected as the winning solution, they will grant Asahi a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display the Entry in any media or format, for the purpose of developing and commercializing a proprietary solution. This license will be granted in a form of a license agreement that will be concluded for a term of five years (counted from the date the winning participant will be awarded for the winning solution) (the “**License Agreement**”). Award of the prize to the winning participant is conditioned upon signing the License Agreement.

### 4. CONFIDENTIALITY

As used herein, “**Confidential Information**” means all information disclosed for bidding purposes for the project with AEI, whether written, oral, graphic, electronic or in any other form, including all information disclosed with participants during Q&A phase.

You undertake from the date of disclosure of the Confidential Information to i) treat all Confidential Information as strictly confidential, ii) not to disclose Confidential Information to any third party and iii) to use Confidential



Information only for the purpose of the Program, i.e., for submitting an Entry. You shall promptly notify AEI if You become aware that any Confidential Information has been made available to any third party.

Each Party understands and agrees that (i) Confidential Information is and shall remain at all times the sole property of Disclosing Party; (ii) Receiving Party shall not obtain any proprietary interest or intellectual property rights, by license or otherwise, in any Confidential Information of the Disclosing Party. Nothing in this Agreement shall impose any obligation upon either Party to negotiate or consummate any transaction with the other Party, to continue discussions with the other Party, or to prevent either Party from pursuing similar discussions, negotiations, and business relationships with third parties.

Each Party acknowledges that the other Party's Confidential Information is provided "as is" and without any representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information. In the event you are shortlisted to the next stage of the program you agree to sign a confidentiality agreement relating to your participation with AEI.

## **5. TERMS AND CONDITIONS OF PARTICIPATION**

You agree that AEI has the right to publicly publish or distribute the Entries, and photos and names of the shortlisted Entries through any electronic and physical form, to the extent permitted by applicable law.

You confirm that your Entry is Your own original work and/or that of Your team and it does not infringe upon or violate the rights of any other third party (including any intellectual property right such as copyrights, trade secrets, design rights and inventions, whether or not patentable).

Participation in this Program does not create an obligation on either your part or AEI's part to negotiate or enter any business relationship or to sign any commercial agreement. This Agreement does not create a joint venture, partnership, agency, or commercial relationship between the parties, nor does it bind either party to enter into any further relationship. Also, AEI reserves the right to terminate this Agreement at any time without quoting any reason.

You agree that nothing in the Terms and Conditions grants you a right or license to use the AEI name or any AEI trademark or service mark in any manner.

You agree to release and hold harmless AEI and its respective subsidiaries, affiliates, employees, and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Program.

AEI reserves the right to cancel the Program at any time without stating any reason .

If any provision of these Terms and Conditions shall be illegal, invalid, or otherwise unenforceable in whole or in part, the other provisions shall remain in full force and effect.

This agreement shall be governed by the laws of Czech Republic.

## **6. INDEMNIFICATION**

You warrant that submitting the Entry does not breach any contract or obligation between You and any third party and that the possession or use of the Entry or any idea, invention, information, or materials comprised in the Entry by AEI will not misappropriate or infringe any intellectual property rights of a third party.

## **7. LIMITATION OF LIABILITY**

Except as specifically set forth in these Terms and Conditions, in no event will either party be liable to the other party for indirect, incidental, exemplary, punitive, special, or consequential damages, including without limitation damages for lost profits, regardless of the form of action, whether in contract, tort or otherwise and even if such party has been advised of the possibility of such damages.



#### **8. DISCLAIMER**

AEI WILL NOT BE RESPONSIBLE FOR DATA SECURITY ON LINK INNOVATIONS OR ANY THIRD-PARTY WEBSITE.