



# Terms and Conditions for UCT and Linum Labs Blockchain Hackathon 2018

LINUM LABS and the UNIVERSITY OF CAPE TOWN (UCT) (“Organizers”) are hosting a competition regarding the development of ideas/prototypes/applications relating to blockchain technology to solve business problems, particularly within the FinTech sector. These Terms apply in relation to your entry to the Hackathon (“Entry”).

THE HACKATHON IS VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING, YOU AGREE TO THESE TERMS AND CONDITIONS. NO ENTRY FEE.

The Hackathon begins on 22 January 2018 and ends on 1 February 2018.

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# 1. Eligibility

The Hackathon is open to teams of individuals (i) who are at least eighteen years old, and (ii) who are natural persons.

Participation in the Hackathon constitutes Participant's full and unconditional agreement to and acceptance of and continued compliance with the Terms. The term "you" refers to you, the "Participant". Employees of The Organizers and their respective partner companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to The Organizers through an outsourcer or temporary employment agency during the Hackathon period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Hackathon.

Determination of eligibility and compliance is at the sole discretion of The Organizers. The Organizers reserves the right to disqualify any Entry if the Entry or a Participant or a Participant's team does not comply with these Terms.

# 2. Participation rules and conduct

Participants are required to apply in teams of 2 to 5 individuals. Applications with less than 2 will be paired up with other individuals to create a team of 3. Applications of more than 5 members will not be considered.

Participants are not required to be of South African nationality but are required to have a valid identification document or passport.

Switching teams or participation in multiple teams is not allowed.

The Organizers are not responsible for, and will not assist in resolving, any disputes between team members.

To participate, you must attend the full hackathon event at the location designated during the time frame of the 22 January 2018 to 1 February 2018. The location details will be provided at a later date but will be within the city of Cape Town.

If accepted your accommodation and meal costs for the entire team will be covered by The Organizers. If you are a South African citizen residing within South Africa your travel costs to Cape Town will also be covered. If you reside outside of South Africa you must make your own travel arrangements and cover all associated costs and expenses.

In no event, in particular in case of disqualification, will The Organizers reimburse any such costs.

The Hackathon procedure will support the following layout:

22 & 24 January 2018 - FinTech Bootcamp

24 - 26 January 2018 - Intensive blockchain introduction and developer training by Linum Labs

27 & 28 January 2018 - Brainstorm and social weekend in Cape Town

27 January 2018 - Use case presentation by partners for hackathon

29 January to 31 January - 72 hours of hackathon coding

1 February 2018 - Awards ceremony in Cape Town

You, as a Participant, will be required to create and present to jury, proof of concept using blockchain driven concepts. In 72 hours, you are expected to build a solution to address one of the problems, provided by the hackathon partners.

A team may only submit one entry. Incomplete entries may be disqualified or penalized heavily. Each Participant must supply his/her own laptop and all other materials to participate.

The Organizers may, at its sole discretion, establish further rules regarding the procedure of the Hackathon which will be available through <https://www.linumlabs.com/blockchain-hackathon>.

The Participants (individually and as team members) warrant to comply with these rules. Non-compliance with said rules – as well as these terms - may lead to a disqualification of the Participant or the team.

### 3. Partners and Sponsors

This event, referred to as “The Hackathon” is being co-organized by Linum Labs, Blockchain Enterprise Architects, and the University of Cape Town - “The Organizers”. For the purpose of this documentation and the competition the agreement entered into is with Linum Labs and the University of Cape Town. Partners such as marketing entities and sponsors may also be included in the Hackathon at later stages with varying degrees of participation.

Partners and sponsors may at a later stage by agreement add to the competition terms and conditions at the discretion of the event organisers. These changes will be made publicly available via the official Hackathon webpage.

### 4. Originality

Each Entry must be original, of the Participant’s team’s own creation and newly written during the Hackathon and must not have been entered in any other competition or program similar to the Hackathon. Entries may be subject to a due diligence review at any time for eligibility and compliance with these Terms. Participant represents and warrants that the Entry is and will be Participant’s own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents,

copyrights or trademarks. Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against The Organizers or any other person, on the grounds that any use of a Participant's Entry, infringes any of Participant's rights as creator of the Entry, including, without limitation, trademark rights, copyrights and moral rights or "droit moral."

## 5. Scoring

A panel of people with relevant expertise will be responsible for judging Entries. The decisions of the judges will be final and will not be subject to any review. In the event of a tie, the judges will deliberate to determine the winner and their decision will be final and not subject to review. Each Participant or at least one representative of a team must be available during the judging period to demonstrate the team's Entry and each team may also be asked to demonstrate their Entry to all of the Participants and the judges. Failure to be available during the judging period will lead to disqualification of the team. Entries will be judged according to the following criteria:

- originality/creativity (20%);
- innovation (25%);
- presentation (10%);
- vertical matching (15%) and
- practical implementation (30%).

## 6. Prizes and awards

The prizes and awards to be awarded are as follows:

The Team of Participants whose Entry is awarded the highest score by the judges will receive cash prizes, the amount is still to be confirmed. Teams that are placed first, second or third will receive an award.

There will also be scholarship, intern and head hunting opportunities available throughout the awards ceremony.

## 7. Indemnity

To the extent allowed by law, you agree to release, indemnify, defend and hold The Organizers and each Hackathon partner, harmless, from any and all claims, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Hackathon or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond The Organizers control that may cause the Hackathon to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or

damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Hackathon; (v) any printing or typographical errors in any materials associated with the Hackathon; technical errors that may impair your ability to participate in the Hackathon; or (vi) errors in the administration of the Hackathon.

## 8. Intellectual property rights

The Organizers are not claiming any ownership rights to your Entry. The Organizers do however need some limited rights from you to hold this Hackathon and for subsequent publicity purposes, as described below. As such by submitting your entry, you:

are granting us and the Sponsors an irrevocable, royalty-free, fully paid up worldwide right and license to: (i) use your entry and all its content solely in connection with this Contest; and (ii) feature your entry and all content and your participation in connection with the publication, marketing, or promotion of this Contest in all media (now known or later developed.);

understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By entering this Contest, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;

acknowledge and agree that a third party may produce similar ideas or concepts during the Hackathon. You also acknowledge and agree that The Organizers, as a company with a strong reputation for innovation, may be working on similar ideas independently whether now or in the future. You agree not to make any claims or demands of any nature against The Organizers in relation to your participation or contribution in Hackathon;

understand that you will not receive any compensation or credit for use of your Entry, other than what is described in these Official Rules;

for the avoidance of doubt, all Intellectual Property Rights in the entry shall remain vested in the entrant(s) who created them or, in the case of Intellectual Property Rights owned by any third party or parties, such third party or parties. The Organizers accept no liability for any disagreement among team members regarding ownership of any Intellectual Property Rights

contained in any entry including, without limitation, the winning entry or for any inaccurate or incorrect information supplied or relied upon by any entrant during the Hackathon;

please note that following the end of this Contest your Entry may be posted on a website selected by us or the Sponsors for viewing by visitors to that website, or otherwise publicly displayed. We are not responsible for any unauthorized use of your Entry by visitors to this website. While we reserve these rights, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry;

if you do not want to grant us these rights to your Entry, please do not enter this Contest.

## 9. Privacy

By participating in the Hackathon, Participant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to Participant for advertising and promotional purposes, including without limitation, inclusion in The Organizers newsletters, The Organizers website and any of The Organizers & partners social media accounts without additional compensation.

The information collected in the application survey and throughout the competition may be shared with sponsors or key partners at the discretion of the organizers for them to contact you with information relevant to the competition or similar instances.

## 10. Disclaimer

To the extent allowed by law, The Organizers will not be liable to you for any direct, special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with your participation in the Hackathon, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not The Organizers have been advised of the possibility of such loss or damage.

## 11. General

The Hackathon is offered by The Organizers and partners, who is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

The Organizers reserves the right, in its sole discretion, to cancel, modify or suspend the Hackathon in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Hackathon is compromised, without liability to the Participants.

The Organizers reserve the right to disqualify any Participant, as determined by The Organizers, in its sole discretion.

These Terms are governed by the law of South Africa, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Hackathon or the Terms must be brought in courts at The Organizers place of business. The Organizers failure to enforce any term of these Terms shall not constitute a waiver of that provision.

Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and The Organizers. Participants will not receive any compensation from The Organizers in connection with any Entries.

If you have any questions about the Hackathon and its Terms and Conditions, please contact [devon@linumlabs.com](mailto:devon@linumlabs.com).