

# IKEA HACKATHON - IKODE@SHANGHAI

April 17 – April 19 2018

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES:

## 1) Overview

- a) The hackathon will begin on April 17th 2018 and end on April 19th 2018 (“Hackathon”). The organizer of this Hackathon is IKEA (China) Investment Co., Ltd, 3F, No.550 Linyu Road, Shanghai, China. (“Organizer”). The Organizer has appointed BeMyApp Corporation, 18 Boulevard Michelet 13008 Marseille as the administrator of the Hackathon (“Administrator”). The Hackathon will be held at West Bund Artistic Center, 2555 Longteng Ave, Xuhui Qu, Shanghai Shi, China or any other location as announced by the Organizer.
- b) The Hackathon is designed to develop new digital products/services for improving retail life.
- c) In order to participate in the Hackathon, you must register at ([www.hackathon.ikea.com/shanghai](http://www.hackathon.ikea.com/shanghai)) before 8am on April 17th 2018 (Tuesday). The number of participants is limited and the Organizer may close registration at any time once the limit is reached. Because of limited space we will also have to select participant based on his/her expertise. More information on this can be found at: ([www.hackathon.ikea.com/shanghai](http://www.hackathon.ikea.com/shanghai)). Participants are responsible for all costs associated with their attendance at the Hackathon, including but not limited to, transport and accommodation.
- d) Below are the important dates of the Hackathon:
  - ! April 17th 2018 around 9am to April 19th 2018 (Hackathon preliminary round)
  - ! April 19th 2018 around 3pm: Decision on the 3 winners.
  - ! April 19th 2018 around 3pm: Announcement of winner(s)  
All times referred in these Official Rules are Beijing Time/China Standard Time (CST).
- e) In these Official Rules, the terms “we,” “us,” or “our” refer to the Organizer and/or its Administrator and the term “you” refers to you, the participant of Hackathon, both as an individual and as part of your team.
- f) Certain companies may sponsor the Hackathon by providing APIs, data -sets and/or devices (“Sponsors”). Sponsors may separately offer prizes during the Hackathon. We are not responsible for any prizes provided by the Sponsors, regardless of our role in the determination of winner(s). The Sponsor is solely responsible for any claims with respect to the prizes given by them. If you have any questions about those prizes, please contact the relevant Sponsor(s). You may find a list of Sponsors for Hackathon here: ([www.hackathon.ikea.com/shanghai](http://www.hackathon.ikea.com/shanghai)) and ([www.hackathon.ikea.com/shanghai/cn](http://www.hackathon.ikea.com/shanghai/cn))

- g) The Participant will receive access to the Partners and/or Sponsors' data-sets and APIs. The Partners and/or Sponsors grant the Participant the right to use the data-sets and APIs solely for the duration and purpose of participating in the Hackathon.
- The Partners and/or Sponsors will make the data-sets and APIs available to the Participant during the Hackathon, on an "AS IS" and "AS AVAILABLE" basis and gives no guarantee to the fitness for any particular purpose and/or performance. The data-sets and APIs may only be used for the purpose of developing the Entry and may not be shared with third parties not being a Participant. After the Hackathon, Participants are not allowed to use, access or share with third parties the data-sets and APIs. Cached content or local copies of data-sets must be delete immediately after the Hackathon.
- Each Participant is solely responsible for maintaining the confidentiality and security of the shared data-sets and APIs. Participant agrees not to disclose or otherwise make available any confidential information to any third party. Participant immediately notifies the relevant Partner and/or Sponsor of any loss or unauthorised use of the data-sets and APIs.
- h) We are not responsible for any injury or damage to persons or property, including your computer, which may be caused, directly or indirectly, in whole or in part, from your participation in the Hackathon or from downloading or using any material provided by us during the Hackathon.
- i) These rules were last updated on February 16th, 2018.

## 2) Eligibility

- a) The Hackathon is open to registered participants who are at least 18 years old, or the age of majority in the jurisdiction where they reside, whichever is older.
- b) Employees of Organiser and any companies authorised to use IKEA trademark can join the Hackathon provided that any employee participants should adhere to its confidentiality obligations towards his/her employer and should refrain from divulging or disclosing or using any information obtained via his/her position as an employee, which is not supposed to be known or used during the Hackathon.
- c) If you are an employee of a company, government agency, or an academic institution, you are responsible for ensuring that your participation in the Hackathon complies with any policies of your company, agency, or institution regarding participation in contests of this type. We are not responsible for any disputes arising between you and your employer or other disputes of similar nature.

### **3) Idea Presentation and Team Formation**

- a) On April 17th 2018 around 9am, Administrator will moderate a session at the Hackathon designed to elicit ideas. Detailed instructions and requirements will be provided during the session.
- b) Teams will be formed with a minimum of 2 people and a maximum of 6 people around each advancing idea. Each team member must meet the eligibility criteria in these Official Rules, and each must form a team before April 17th 2018 (time TBD) and report to a dedicated platform that will be communicated during the Hackathon. You cannot be part of more than one team. We are not responsible for, and will not assist in resolving any disputes between team member

### **4) General Entry Requirements**

- a) You must create an app, service or object that will have an impact on retail life.
- b) All materials related to the Entry (i.e. project which participants will develop during the Hackathon) must be in English.
- c) You are expected to bring the necessary tools, devices, laptops, software and other relevant materials for the development of your Entry.

### **5) Compliance with Official Rules**

We reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Hackathon. If we require any assistance in order to assess your compliance, you must promptly provide that assistance (including the provision of relevant documentary proof). If you do not provide the requested assistance in a timely manner, or if we have reason to believe that you are not complying with the Official Rules, you and your team may be disqualified, in our sole discretion.

## 6) Judging

- a) On April 19th 2018 around 1pm, your team will be given approximately 3 minutes to publicly demonstrate your entry in front of participants or guests or attendees of Hackathon, and a panel of at least three judges (to be appointed by Organizer). It includes a public question-and-answer period (approximately 2 minutes). In our sole discretion we may choose to extend the length of time permitted for this demonstration for any or all participants.
- b) The judges will evaluate your Entry according to the following judging criteria:
- Innovation (20%)
  - Customer (e.g. UI/UX) (20%)
  - Simplicity and Uniqueness (20%)
  - Technological approach (20%)
  - Business (20%) {refers to business impact and commerciality}

Each of which will be scored on a scale of between 1-10 points per judge. The total score will be the aggregate sum of the points given by all judges. The higher the aggregate score, the higher the rankings. In the event of any ties, judges will at their sole discretion determine the rankings and winners. The Organizer has the ultimate decision as to the number of winners of the Hackathon.

## 7) Prizes

- 1st prize: €15.000,- Incubation program: 6-8 weeks
- 2nd prize: € 5.000,- cash
- 3rd prize: € 3.000,- cash

The prizes cannot be transferred or assigned to any third party. All prizes shall be rewarded on per-team basis and, depending on the nature of prize, it may not be possible to distribute them equally among all team members. It is your and your team's responsibility to determine how to allocate the prize among team members.

- e) If a judge or participant identifies to us a conflict of interest, such judge will be recused from judging the Entry of the conflicted participant. An alternate judge (to be appointed by the Organizer) will be identified as a substitution for the judge with the conflict. Entries may be subject to a due diligence review at any time for eligibility and compliance with these Official Rules. Determination of eligibility and compliance is at our sole discretion, and may result in your personal disqualification and/or the disqualification of your team's Entry, including subsequent disqualification and reclamation of any prizes awarded. Our decisions are final. The Organizer's decisions will prevail over any parties' decision and be final and conclusive.
- f) Each member of the winning team(s) will be required to sign any documents and provide any information required for tax purposes in order to receive the prize. If any member of a team does not sign the required forms or provides the required information, if applicable,

within 30 days following our request, we may disqualify you/your team from receiving the prize.

- g) Taxes shall be the sole responsibility of each winning team member. We shall have no responsibility for any taxes associated with any prize. Each member of the winning team(s) may be responsible for paying income or other taxes on the prize

## **8) How Your Entry May be Used**

- a) Your Entry or your participation in the Hackathon must only concern your own original work and must not infringe the intellectual property or any other legal or moral rights of any third party, and must not violate applicable law or refer to or portray IKEA, its products, brands or other related brands in a disparaging or negative manner. You shall indemnify the Organizer for any claims made by a third party for infringement of his/her/its rights.
- b) All intellectual property rights in the Entry shall remain vested in the participants who own them. Any third party intellectual property rights shall remain vested in the third party or third parties who own them.
- c) You do not transfer ownership of your Entry (or any part of it). Subject to the Sponsor's limitation, any new intellectual property, including software developed by participants during the Hackathon shall be owned exclusively by the participants. You agree that you are solely responsible for obtaining all appropriate licenses (if necessary) for any APIs, software, devices, frameworks, libraries, tools or any other resource used to build the application and that their use in the Hackathon abides by their terms of use. We are not responsible for any disputes arising from ownership of your Entry (or any part of it) between you and your team members, your licence use or other disputes of similar nature.
- d) The Organizer may, but is not obliged to, acquire the usage rights of an Entry for business purposes. If the Organizer decides to do so, all the parties (including but not limited to Organizer, at least majority of team members for that Entry and/or respective Sponsor) shall assist and co-operate to formalize this transfer or renunciation of rights (including but not limited to the relevant financial and ownership arrangement) in writing.
- e) By submitting an Entry, you grant the Organizer an irrevocable, royalty-free, worldwide, perpetual right and license, including the sublicensable right, to: (a) use, review, assess, test, and otherwise analyze your Entry and all its content in connection with the Hackathon; and (b) feature your Entry and all its content, in any form or medium or media, now known or created hereafter, whether promotional or in other activities or events arranged by Organizer (or its assignees), whether locally or world-wide (including, but not limited to, in advertisements, press releases, presentations, and trade shows). You also agree to sign any necessary documentation that may be required for the Organizer and its authorized person(s) to make use of the rights you granted in the afore-described scope. The Organizer has the sole discretion to determine whether

and/or how to exercise the aforesaid right.

- f) You acknowledge and agree that Hackathon is a refuge for the exchange of innovative ideas and we, other participants or others may have developed or commissioned ideas or concepts materials similar or identical to your Entry, or may be working on or developing something similar now or in the future. You agree to waive any claims or demands of any nature you may have resulting from any similarities to your Entry against us.
- g) You understand and agree that we will not restrict work assignments of our representatives who have had access to your Entry. By participating in the Hackathon, you agree that anyone (including other participants, attendees, Sponsor or our representatives) may use his/her unaided memories to develop or deploy their own products or services without liability or compensation to you. In any event, we are not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry. Nothing in this Section shall limit our obligation to take the appropriate safeguards (technical and organizational measures) in order to prevent unauthorized access by third parties to your Entry.
- h) While we reserve the rights set forth above, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry.
- i) If you do not want to grant us any rights to your Entry mentioned in this Official Rules, please do not enter this Hackathon.
- j) Nothing in these Official Rules shall (i) be interpreted as granting you permission to use or display any of the Organizer trademarks (including any logo or brand) or rights in any of their technologies or IP; and/or (ii) constitute an employment, joint venture, or partnership relationship between you and the Organizer. It is clarified that no participant shall receive any form of compensation from us in connection with their Entry.
- k) You agree not to publish or disseminate submission of any Entry from other participants which comes to your knowledge via the Hackathon in any way, including but not limited to your own website and social media websites.

## 9) General Terms

- a) By registering and participating in the Hackathon, you indicate your full and unconditional agreement to these Official Rules and other instructions related to the Hackathon, as well as to our decisions regarding the Hackathon, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.
- b) We may modify any provision of these Official Rules, at any time, by posting updated rules at [hackathon.ikea.com](http://hackathon.ikea.com). You are responsible for checking this website regularly. Although we will endeavour to provide important notices to you via the email address you have provided at registration, it is important that you regularly check that email address.
- c) Without limiting our rights and remedies, we reserve the right, in our sole discretion, to disqualify any individual or team which: (a) fails to comply with any provision of these Official Rules; (b) cheats or tampers with the operation of the Hackathon, or otherwise acts in a disruptive or inappropriate manner; and/or (c) engages in conduct that is unlawful, offensive, or otherwise leads us to conclude, in our sole discretion, that public association with you could cause controversy or embarrassment to us or our partners.
- d) In the event that the operation, security, or administration of the Hackathon is in our judgment impaired in any way, we may, in our sole discretion, without limitation: (a) suspend the Hackathon to address the impairment and then resume the Hackathon; (b) award the prize according to the criteria set forth above from among the eligible entries received up to the time of the impairment, (c) extend any deadlines, (d) take any other reasonable action as we deem necessary and appropriate to the circumstances, or (e) end the Hackathon prematurely without awarding prizes.
- e) By entering this Hackathon, you agree to indemnify, defend and hold harmless us and our respective parent companies, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents; for the Organiser, also any companies ultimately owned and/or controlled, directly or indirectly, by Inter IKEA Holding B.V. or any entity with which the Organiser has entered into a franchise agreement, from and against any claim or cause of action arising out of your culpable conduct in the course of the participation in the Hackathon, including, but not limited to: (a) your unauthorized human intervention in the Hackathon; (b) any claim or allegation that your participation in this Hackathon, or your Entry, was in violation of these Official Rules, or that your Entry infringes any copyright, trademark, or any other intellectual property right of a third party;
- (c) Disputes between team members; (d) disputes between you and your employer; (e) disputes between team members and their

employers; and (f) claims relating to damage to persons or property relating in any way to your participation in the Hackathon.

- f) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, our rights and obligations connection with the Hackathon, shall be governed by, and construed in accordance with, the laws of the Netherlands, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Dutch.

## **10) Privacy and Publicity**

- a) Some of the information that you submit to us when you participate in the Hackathon may be personal data. It will be treated in accordance with the applicable data protection laws. Your personal data will be collected, processed and used by us, Inter IKEA Systems B.V. as the responsible entity (data controller), for the purpose of conducting the Hackathon, which includes transfer of such personal data to any companies ultimately owned and/or controlled, directly or indirectly, by Inter IKEA Holding B.V. or any entity with which the Organiser has entered into a franchise agreement and BeMyApp, for the aforementioned purpose. By registering and participating in the Hackathon, you indicate your full and unconditional agreement to these processing and transfers. Data collection, processing and use of your personal data will further be carried out to the extent required for the publicity agreement contained in this Section.
- b) You agree that after the Hackathon, you and/or your Entry may be publicized in advertisements related to the Hackathon. These advertisements may be distributed online and posted on our site or third-party websites. You further agree that you may be filmed (audio and video) or photographed while you are participating in the Hackathon to be used as a record of Hackathon and that we may use your name, image, likeness, photographs, audio-visual footage, comments, and any other record of your participation in the Hackathon for any purposes without limitation throughout the world in perpetuity in any form at any time and in any media without any compensation to you. Furthermore, the winner(s) hereby agree that he/she/they may be required to take part in publicity or other promotional activities without further consent or payment, as later determined by Organizer. Such publicity may include their names, images and/or likenesses as well as any contributions made in Hackathon.



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For IKEA (China) Investment Co., Ltd.201

For BeMyApp Corporation

Participant