

Official Rules for the Hackathon (the “Event”, or the “Hackathon”)

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES.

1) Overview

- a) BSH Hausgeräte GmbH, Carl-Wery-Straße 34, 81739 Munich, is the organizer of this Event (the “Organizer”). The Organizer is supported by BeMyApp Corporation, 18 BOULEVARD MICHELET 13008 MARSEILLE (the “Agency”).
- b) The Event is designed to create market relevant use cases using the Home Connect SDK.
- c) The Event will take place on July 15-17 at COLONIA NOVA, Thiemannstrasse 1, 12059 Berlin-Neukölln. In order to participate in the Event you must register at <http://www.hackthehouse.io/> before July 8.
- d) Hacking will take place on July 16, with finalist judging taking place on July 17 around 14:30, and announcement of the final top winners on July 17 around 15:00. All times in these Official Rules are Central European Time.
- e) In these Official Rules, the terms “we,” “us,” or “our” refer to the Organizer and/or its Agency, and the term “you” refers to you, the entrant, both as an individual and as part of your team.
- f) Certain sponsors may also offer prizes during the Hackathon. We are not responsible for providing those prizes, however, and we do not have any role in the determination of winners. The respective sponsor is solely responsible for any claims with respect to those prizes. If you have any questions about those prizes, please contact the applicable sponsor(s).
- g) These rules were last updated on June 1, 2016.

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) The following people, however, are not eligible to participate: individuals who (a) are employed by the Organizer or any of its direct or indirect wholly or majority owned subsidiaries, the Agency or any other company involved in the organization and/or realization of the Event (b) are employed by a business partner of the Organizer; or (c) are the immediate family (spouse, parents, siblings, and children) and household members of any of those employees in (a) or (b) above.
- 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 your company, agency, or institution may have regarding participation in contests of this type. We are not responsible for any disputes arising between you and your employer.

3) Team Formation

Teams will form with a minimum of one person and a maximum of 8 people around each advancing idea. Each team member must meet the eligibility criteria in these Official Rules, and each must be registered at the Home Connect Developer Program <https://developer.home-connect.com/> before the beginning of the Event. You may not be part of more than one team. Pick your team members carefully because after this point, you will not be allowed to switch teams, or add or remove team members. We are not responsible for, and will not assist in resolving, any disputes between team members.

4) General Entry Requirements

- a) You must create an app, service or plug-in using the Home Connect SDK/API (the “Application”). The documentation can be found under <http://developer.home-connect.com/>
- b) All materials related to the Entry must be in English.

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. 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 may be disqualified, in our sole discretion.

6) Judging

- a) A panel of at least three judges consisting of experts of IoT and the digital industry will evaluate the contributions of the Hackathon.
- b) Starting at approximately 14.00 on July 17, your team will be given approximately five minutes to publicly demonstrate your contribution in front of your peers and the judges which time period includes a public question-and-answer period. In our sole discretion we may choose to adapt the length of time permitted for this demonstration for the participants.
- c) The judges will evaluate your contribution based on your demo in an objective and neutral manner based on the following judging criteria:

MAIN CRITERIA

- i) Best use of the Bosch and Siemens Home Appliances
- ii) Best use of the Home Connect SDK/API

SECONDARY CRITERIA

- iii) Marketability of concept

- iv) Demonstration of a working prototype
 - v) Use of any additional peripherals (e.g. Amazon Echo, Philips Hue, Belkin WeMo, etc.)
- d) At approximately 15.00 on July 17 the winning teams will be announced.

7) Prizes

- a) The winning team will be awarded 10.000 EUR and will be given the opportunity to present its ideas at the Organizer's facilities (in Berlin or Munich). Costs for travelling and accommodation for this presentation shall be deemed compensated with the prize money. The second winning team will be awarded 5.000 EUR and will be given the opportunity to present its ideas at the Organizer's facilities (in Berlin or Munich). Costs for travelling and accommodation for this presentation shall be deemed compensated with the prize money. The third winning team will be awarded 1.000 EUR. The prize moneys will be divided evenly among all team members. The prize money will be sent to the winners via wire transfer, within two months from the receipt of all necessary forms.
- b) Each member of the winning teams will be required to sign any documents and provide for any information required in order to receive a prize. If you do not sign the required forms or provide the required information, if applicable, within thirty days following our request we may disqualify you from receiving a prize.
- c) 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 teams may be responsible for paying income or other taxes on the prize.

8) How Your Entry May be Used

- a) You do not transfer ownership of your Entry (or any part of it). However, by submitting an Entry, you grant us an irrevocable, royalty-free, worldwide rights and license 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 for promotional purposes (including, but not limited to, in advertisements, press releases, presentations, and trade shows) in all media, now known or later developed. You also agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted in the afore-described scope.
- b) You acknowledge that we or other entrants may have developed or commissioned materials similar or identical to your Entry, or may develop something similar in the future.
- c) Nothing in these Rules shall 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.

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 prior to the Event. We will inform you about all updated rules via the e-mail address you have provided at registration.
- c) Without limiting our rights and remedies, we reserve the right, in our sole discretion, to disqualify any individual or team who: (a) fails to comply with any provision of these Official Rules; (b) cheats or tampers with the operation of the Hackathon or (c) otherwise violates any applicable laws.
- 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, you agree to release, defend and hold harmless the Organizer, the Agency, our respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") 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; (c) disputes between team members; (d) disputes between team members and their employers; and (e) 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 Germany, 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 German.

10) Privacy and Publicity

- a) Personal Data you submit to us when you participate in the Hackathon will be treated in accordance with our Privacy Policy <https://developer.home->

connect.com/?q=data_privacy and applicable data protection laws. Your personal data will be collected, processed and used by us, BSH Hausgeräte GmbH as the responsible entity (data controller), for the purpose of conducting the Hackathon, which includes transfers to our affiliates and third parties (e.g. sponsors, partners, the Agency) that may also be located outside of the European Economic Area, for the afore-mentioned purpose. By registering and participating in the Hackathon, you indicate your full and unconditional agreement to these 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 Section 11 b). In addition, when you submit information on a website run by a third party in connection with this Hackathon, your information may be used by that third party in accordance with its privacy policy.

- 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 or photographed while you are participating in the Hackathon and that we may use your name, likeness, photographs, audio-visual footage, comments, and any other record of your participation in the Hackathon for promotional purposes at any time and in any media without any compensation to you.

11) Liability

- a) The Organizer will be liable without limitation (a) in the event of wilful misconduct or gross negligence, (b) within the scope of a guarantee taken over by the Organizer, (c) in the event that a defect is maliciously concealed, (d) in case of an injury to life, body or health, (e) according to the German Product Liability Law.
- b) If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this agreement is endangered, or in case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this agreement, the Organizer's liability shall be limited to foreseeable damage typical for the agreement. In all other respects, any liability for damage caused by slight negligence shall be excluded.
- c) The foregoing limitations of liability in Section 12 b) also apply in case of claims for damages of a party against the respective other party's employees, agents or bodies.