Hackathon participation Terms & Conditions

The BIG Hackathon – Bridging Interoperability Gaps, featuring X-Road, with European Commission, DG for Informatics (DIGIT)

ARTICLE 1 – ORGANISATION OF THE HACKATHONS

The company BeMyApp, a French company with a capital of 1.250,00 euros, whose registered office is located 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS) – is organising two hackathons on behalf of the ISA2 Sharing and Re-use action project of the European Commission's Directorate-General for Informatics (DIGIT), in Brussels (hereafter referred to, collectively, as "Organiser"). The hackathon called "The BIG Hackathon – Bridging Interoperability Gaps, featuring X-Road" (hereafter referred to as "Hackathon ") is scheduled as follows: 28th June to 05 July 2021.

ARTICLE 2 – OBJECTIVE OF THE HACKATHONS

The objective of the Hackathon is to provide an opportunity for the open-source software participants to build a European Data Bridge connecting national interoperability platforms such as X-Road to the AS4 standard based eDelivery solution.

ARTICLE 3 – PARTICIPATION PROCESS

The Hackathon is free and without any purchase obligation but under registration subject to the following minimum conditions:

(i) To have the age required by law in their country of residence to enter these hackathons;

(ii) To have their own computer hardware in working order throughout the duration of the Hackathon (hereafter referred to as "Participants"). Employees of BeMyApp and/or their affiliates, and members of their families, as well as anyone who has directly or indirectly contributed to the conception, organisation or realisation of the Hackathon, can participate but are not eligible for the cash prizes.

The participation in the Hackathon is only by registration and approval of the Organisers who have worked with the open source software community to identify potential attendees.

ARTICLE 4 – REWARDS

A total of €4.000,00 in rewards will be given with the following distribution:

● First prize: €2.500,00

● Second prize: €1.000,00

● Third prize: €500,00

Prizes will be given after the evaluation performed by a Jury based on the criteria below:

- **Completeness** of the submission, such as architecture design, documentation and working implementation with few bugs;
- **Quality** of all materials submitted;
- **Originality** and uniqueness of ideas;
- **Sustainability** in terms of code organisation and structure (well-written code);
- **Reusability of the submission** - is it specific to one national platform or can the approach be scaled to different platforms;
- **Security** of the ideas in terms of how security aspects are taken into account in the design and implementation;

Every criteria can have a score from 0 to 10 points, but not all of them have the same weight, which should go as follows:

● **Completeness:** 35%

● **Quality:** 25%

● **Originality/Creativity:** 5%

● **Security:** 20%

● **User Experience:** 15%

In order to be eligible to receive the participation certificate and the swag prizes, participants need to achieve a minimum score of 5 points.

ARTICLE 5 – MODIFICATION, INTERRUPTION AND TERMINATION

OF THE HACKATHONS

The Organiser reserves the right to shorten, extend, modify or terminate the Hackathon for any reason without incurring liability from the participant as a result thereof. In such cases, the Organiser will provide notice thereof to the Participants by any means of its choice (including e-mail and/or publication on this website), and, if the need arises, will communicate to the Participants the new rules applicable, or the new ending date of the Hackathon as the case may be. Each Participant may notify the Organiser by e-mail that s/he refuses the new conditions of the Rules, in which case s/he will be excluded from participating, which s/he expressly accepts. If no refusal is communicated to the Organiser within 72 hours, the new conditions of the Rules will be deemed to have been accepted by Participants.

In case of a modification of the Rules, cancellation or interruption of the Hackathon, or a reduction or an extension of its length, the Organiser denies all liability participants, who will not be entitled to any compensation in lieu of such changes.

ARTICLE 6 – FRAUD

The Organiser may cancel all or part of a Participant's involvement in the Hackathon if it appears that fraud has occurred in any form whatsoever, in particular, computer fraud, during the Hackathon. The Organiser reserves the right, in this case, to disqualify the concerned prototype project and/or to bring actions against the authors of these frauds. The Organiser shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, the Organiser cannot be liable in case of damage, whether material or immaterial, caused during the Hackathons. The Organiser is, thereafter, not liable for the Participants and their actions, their computing equipment, or the data, including consequences which may ensue from it on their personal, professional or commercial activity.

ARTICLE 7 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY

Exploitation and intellectual property rights, if any, of prototypes developed during the Hackathons are reserved to X-Road. During the Hackathon, the Participants shall only use elements which are clear of any rights. Any third-party elements included in the prototype, including open source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Participants understand that this information is taken into account in the assessment for the allocation of a prize (if any).

The prototypes shall not infringe any intellectual property or image rights. Each Participant warrants to the Organiser that their creation does not infringe any third-party rights in any way, and that s/he has obtained, where necessary, the authorization of any third-party.

By joining the Hackathon, Participants expressly authorise the Organiser, to publish, communicate, exhibit and disclose orally, graphically or in writing, and with no compensation involved, projects and prototypes presented during the Hackathon. Each Participant agrees to be mediatised (portfolio, website, etc.) and authorises the Organiser, without expectation of any benefit, financial or otherwise, to present all the works realised, on all the communication media used in support of this Hackathon as well as allow the use of names, first names and images of the Participants.

Under this regulation, the Participant shall not acquire any full or partial right of any kind on the name and trademark of the Hackathon nor on any names and/or brands associated with them, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of the Hackathon or any of its associated or related companies.

ARTICLE 8 – IMAGE RIGHTS

Participants may be filmed or photographed during the event. By joining the Hackathon, the Participants agree to the use and the distribution of their image by the Organiser, including for promotional events occurring after the Hackathon.

The production and distribution of films and photographs of the event will not lead to any compensation to the Participants.

ARTICLE 9 - CONFIDENTIALITY

The Participant acknowledges the confidentiality of all information and documents which have been shared with him/her throughout the Hackathons.

During the whole duration of the Hackathon, the Participant will not directly, nor indirectly use or share any information with any third party, unless s/he has obtained a written authorisation to do so, delivered by the Organiser beforehand.

This applies to information shared with him/her by the Organiser or shared with him/her indirectly upon the execution of this contract. The Participant commits to delivering any document containing confidential

information or shared with the Participant upon the execution of this contract, on the Organiser's simple request. This confidentiality agreement is valid for 24 months from the start of the Hackathon they attend.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organiser is primarily intended to ensure that the Hackathon will be properly completed and in particular to allow the Organiser to contact the Participant in an efficient way.

Personal Data submitted by Participants in the Hackathon will be treated in accordance with our Privacy Policy http://privacy.bemyapp.com/ and applicable data protection laws.

Participants have the right to access, update and/or obtain deletion of their data by going to data.bemyapp.com.

ARTICLE 11 - RESPONSIBILITY

BeMyApp reminds Participants about the characteristics and limits of the Internet network and declines any responsibility regarding any consequences that may occur while they are connected to the Internet network on the event websites and during their participation in the Hackathons.

BeMyApp shall not be made responsible if Participants cannot connect to the website of the event due to a technical fault or in the event of any problem linked namely and not exclusively to (1) network overload; (2) an electric or human error (3) any malicious intervention; (4) an issue related to a phone line; (5) an issue related to hardware or software; (6) a hardware or software malfunction; (7) a case of emergency; (8) disruptions that may affect the smooth running of the Hackathons.

It is the Participant's responsibility to take appropriate measures to protect his/her own data and/or software located on his/her computer equipment, against any violation. The Participant's connection to the event websites and their participation in the Hackathon is made under their sole responsibility. BeMyApp shall not be held responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

BeMyApp shall not be held responsible if, for any reason, data related to a Participant's registration doesn't reach the company or is illegible or impossible to process.

BeMyApp and the Organiser reserve the right to exclude any Participant or person disrupting the Hackathon's smooth running. They reserve the right to use any resources, including legal action against anyone suspected of cheating, falsifying, or disrupting the process described in the Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organiser or by BeMyApp to have disrupted the Hackathon in any of the ways stated above will be deprived of the right to participate or obtain any prize (if any), and no claim will be accepted consequently.

Participants remain solely and entirely responsible for the damages caused by them or their equipment to goods or people during the hackathon. They must see to covering their risks by their own insurance and renounce any right to resort to the Organiser or BeMyApp in that respect.

ARTICLE 12 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website euhack2021.bemyapp.com during the full duration of the Hackathons. Participation in the Hackathon implies full acceptance without reservation of the present regulation. Participation in the

Hackathon is strictly personal and the Participant cannot, under any circumstances, be replaced. Any claim relating to the Hackathons will be barred after a period of 6 (six) months from the deadline for participation stipulated in Article 1.

The T&Cs and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with French law. Any dispute arising out of or in relation to the Terms and Conditions shall be brought to an amicable settlement. In case of failure to reach an amicable settlement, the parties submit to the exclusive jurisdiction of the French courts to decide and settle any claim, dispute or matters arising out of or in connection with the T&Cs or established by them (whether contractual or non-contractual).