

Terms and Conditions for participation in the Code Against Hate Hackathon 2020

Name: Digitálna inteligencia

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(hereinafter referred to as “**Main Organizer**”)

These Terms and Conditions for participation in Code Against Hate Hackathon 2020 (hereinafter referred to as “Terms and Conditions”) are applicable to all legal relations between Main Organizer and participants to Code Against Hate Hackathon 2020 (hereinafter referred to as “The Hackathon”). By submitting the online registration form as specified in the Art. 4 of these Terms and Conditions, participants accept their wording and agree to be bound by these Terms and Conditions.

1. Aim of the Hackathon

1.1. The aim of the Hackathon is to develop an innovative minimum viable product (“MVP”) as a solution to a specific problem of addressing hate speech online. The challenge and other relevant information are publicly available on the official website (www.codeagainsthate.eu/)

1.2. The winning MVP and/or other MVPs resulting from the Hackathon may, at the discretion of Main Organizer, be selected for further development and eventual implementation. The members of the team will be contacted first in order to develop the MVP further.

Main Organizer is entitled to use the winning MVP and MVP content on the basis of the provision of Art. 6.1 of these Terms and Conditions. Main Organizer hereby declares that

- any use of MVP and /or MVP content shall be licensed under Apache Licence, Version 2.0
- as the beneficiary of the Grant Agreement No 850419 OpCode concluded with the European Commission is obliged to give the European Commission right to use MVP and/or MVP content for their communication activities specified in Article 22 of the Grant Agreement.

1.3. Definitions of the MVP and MVP content

1.3.1. The MVP: This is the final product of the Hackathon that will be assessed by the judging panel. The MVP can come in any form including but not limited to a concept, design, blueprint, prototype, product, application, software, hardware, etc.

1.3.2. The MVP Content: This refers to any element or part of the MVP including its idea, concept, any content used in presenting the MVP, software, source code, structure, layouts, graphical images or video, presentation, data, programmes, domain name, blueprints, designs, technical documentation or any relevant content.

1.4 The MVP should detect and moderate hate speech online through a platform which will be used to monitor and score posts and conversations in terms of hate level and toxicity in order

to help moderators give feedback to commenters and /or to allow online readers to consume hate-free information.

2. Date and Location of the Hackathon

2.1 The Hackathon will be held entirely online using publicly available online communication tools, such as Slack or Zoom. A public communication Slack workplace will be used as the main and official communication tool between the organizers and participants and can be used openly during the hackathon.

2.2 The Hackathon will be held between 25th and 27th September 2020.

2.3 Main Organizer reserves the right to change the location, date or time of the Hackathon in case of special circumstances of technical or organizational nature or any other type of circumstances that would prevent realization of the Hackathon. The Main Organizer will inform all registered participants via the official website and e-mail provided in their registration form.

2.4 The most recent agenda will be available on the official website. Any ad hoc adjustments will be communicated to participants via relevant Slack channels.

3. Participation in the Hackathon

3.1. The Hackathon is open to all participants (“Participants”) who are 18 years old and above. Participants are grouped in registered teams each consisting of at least 2 with maximum of 5 people.

3.2. Main Organizer must be informed of any changes made to teams and their respective members. Failure to do so may result in disqualification from the Hackathon.

3.3. Main Organizer reserves the right to disqualify any registered team in case any of the official Team members:

3.3.1 provides false, incomplete, or inaccurate information during registration

3.3.2 exhibits traits of aggressive, discriminatory or offensive behaviour or traits of behaviour not in line with good manners

3.3.3 provides MVP that contains features infringing on intellectual property of third parties

3.4. Participants will be invited to join the common Slack workspace of the Hackathon using the email provided in their registration forms.

4. Registration to the Hackathon

4.2. Participants wishing to sign up for the Hackathon must complete the online Registration Form. All Participants in submitting their registration accept the event regulations and grant consent for the handling of their personal information by Main Organizer.

4.3. Participants must enter as a team and one participant will be responsible to register each individual team member that the team will comprise of, and list down their chosen Team Name. The chosen Team Name must be in line with good manners and must not infringe third party intellectual property rights.

4.4. The Hackathon has a limited capacity of participants of 50. In case the limit is reached, all other participants registered after the limit has been reached will be added to the Waiting list and regularly informed about the status of their registration.

4.5. Participants guarantee that the personal information provided upon registration to Main Organizer is true and accurate, with no liability being attributed to Main Organizer in the event of any falsification and/or inaccuracy. Furthermore, inaccurate and/or falsified information can result in disqualification of the team from the event.

4.6. Each Participant undertakes to their best of their ability not to present ideas/MVPs/Solutions that have been previously presented at non-Main Organizer Hackathons or submitted to other initiatives.

4.7. Applications will be reviewed based on merit on the information submitted in the Registration form. Selected Participants shall receive a confirmation email from Main Organizer three week(s) or less before the event start date.

5. Judging Criteria and Winners

5.1. Three winning teams shall be chosen according to the votes cast by the panel of judges and based on the following criteria:

1. Feasibility (How easy is the solution to use? How advanced is the prototype presented? Does it stay comfortably within the legal zone?)
2. Usability (**How seamlessly could this concept be integrated?**)
3. Impact (**Will this solution have a far reach potential to solve societal problem of hate speech incidence?**)

5.2. The prizes for each of the winning teams will be published on www.codeagainsthate.eu.

5.3. Participants acknowledge and agree that Main Organizer shall have no liability whatsoever on how the prizes will be split up between team members.

6. Intellectual Property Rights

6.1. By participating in the Hackathon and accepting the Terms and Conditions, each Participant hereby:

- declares and warrants that the MVP and/or MVP Content is an original work of authorship that was not used or publicly presented before the Code against Hate Hackathon and in no way violates, in whole or in part, the intellectual property rights of any third party and releases Main Organizer from any and all responsibility, liability, or request for compensation for damages that should be made by any third party;

- grants perpetual, irrevocable, worldwide, royalty-free exclusive licence to any use of MVP and MVP content in any circumstances and for all usage, including right to reproduce, modify, make derivative works based upon MVP and/or MVP content, publicly display, perform, distribute and sublicense of MVP and/or MVP content or copies thereof;
- guarantees to indemnify Main Organizer (its representatives, employees, assignees) and to hold it harmless against any loss, liability, damage or expense suffered or incurred as a result of breach of this clause.

7. Miscellaneous

7.3. By participating in this event, all Participants consent to the capture of photographs or screenshots on Main Organizer's social media and website.

7.4 Main Organizer may contact any of the Participants at any point in time for more information and to discuss potential forms of collaboration.

7.5. At any time, at the sole and absolute discretion of Main Organizer, Main Organizer shall be entitled to disqualify a Participant and/or Team in the event of failure to meet relevant eligibility criteria or any other violation or suspected violation of these Terms and Conditions.

7.6. The Participant understands and agrees that Main Organizer (including their licensees, successors, and legal representatives, and assigns) will process his/her personal information in connection with Main Organizer's Hackathon.

7.7. These Terms and Conditions, together with any Hackathon registration forms, represent the Participant's entire agreement with Main Organizer with respect to the Hackathon. These terms cannot be modified or changed except with the written agreement of Main Organizer.

7.8. All terms and rules are subject to change at Main Organizer's, event coordinators' or judges' discretion. Participants will be informed of such changes if deemed necessary.

8. Personal Data Protection

Participants grant Main Organizer permission to process personal data of the Participant received by Main Organizer in relation with the Hackathon ('Personal Data') and share them with the donor of the action, i.e. the European Commission, partners of the action and between Participants. Participants' rights in relation to the Personal Data protection can be found on <http://digiq.sk/vyhlasenie-o-ochrane-osobnych-udajov> .

9. Severability

In case one or more provisions contained in these Terms and Conditions shall be invalid, illegal or unenforceable, the enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any provision of these Terms and Conditions which is invalid, illegal or unenforceable shall, to the extent permitted by law, be deemed substituted by a provision that is valid, legal or enforceable, and of which the operation and effect is as similar as possible to the provision that it substitutes.

10. Applicable law

10.1 These Terms and Conditions shall be governed by and construed in accordance with the law of the Slovak Republic.

10.2. Any dispute arising out of or in connection with these Terms and Conditions shall be primarily settled by negotiation of the parties. Should the agreement on dispute is not reached; the dispute shall be settled by the competent court of the Slovak Republic.