



hack.init() Hackathon Official Rule

By registering to participate in this Competition, you agree to this Official Rule.

Definition

Unless otherwise noted in context, in this Official Rule, the following terms carry the following definition:

- “the Competition” refers to “hack.init() Hackathon” ;
- “the Host” refers to hack.init() Executive Board and its whole team;
- “the Released Parties” refers to the Competition Entities and any of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this Competition (including, without limitation, all prize providers) or any other entities that may be added to the Competition Site as participating in this Competition after these Official Rules are published, and each of their respective officers, directors, shareholders, agents, licensees, licensors and employees, and any Internet access providers
- “the Competition Entities” and “the Competition Administrator” refer to **Lin’bo (Shanghai) Decoration and Design Co., Ltd.**
- “(the) Entrant(s)” refers to eligible students or teams who will participate in the Competition;
- “the Project” refers to any and all information, projects and/or resources submitted by the Entrants to the Competition;
- “the Competition Site” refers to <http://hackinit.io/>, <http://hackinit.org/> or <http://hackinit.tech/>
- “(the) Award(s)” refers to all kinds of awarding opportunities available to the Entrants;
- “the Competition Judge” and “the Judging Panel” refers to personnel provided by the Released Parties who will take part in the judging process.

Eligibility

Competition is open to individuals born no later than 8 July 2001. No individual can enter the Competition until they turn 16, unless obtained explicit consent from the Host. All Entrants must have permission from a parent or legal guardian to enter this Competition. Host and Competition Entities reserve the right to verify an individual’s eligibility to participate in the Competition.

Minors – Parents and Legal Guardians: The parent or legal guardian of an Entrant under the legal age of majority in his/her jurisdiction of residence (as defined below): (a) will ensure that the Entrant will comply with these Official Rules; and (b) agrees to these Official Rules on behalf of himself/herself and ratifies the Entrant’s acceptance of these Official Rules. An Entrant’s parent or legal guardian must agree to indemnify the Released Parties (as defined below) for and against: (a) any claims made by you or your family against the Released Parties in connection with the Competition; and (b) any losses (including any liability) caused by any of your conduct which is inconsistent with these Official Rules.

Ineligibility: Employees, officers, directors, agents, representatives and their immediate family members (which means parents, spouses, children, siblings, in-laws, grandparents and grandchildren and their respective spouses, regardless of where they reside) or residents in the same household (whether legally related or not) of the Competition Entities and their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, any and all other companies associated with this Competition (including other institutions listed on the Competition Site who are involved in judging), are not eligible to enter or otherwise participate in this Competition.

Entry Terms

By entering, regardless of country of entry, you represent and warrant, personally and through your parent or legal guardian, that you have obtained all of the rights, licenses, and permissions in writing from any person (or that person’s parent or legal guardian if that person is a minor in his/her country of residence) who may have helped or participated in the creation of the Entry; and that your Entry conforms to these Official Rules, the requirements of the Competition Site, and does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any other person, living, or dead, except as required to cite sources used as part of the entry; does not include music, trademarks, logos, or any copyrighted material not owned by Entrant(s) (this includes things like company names, music, photographs, works of art, television, movies, or other media) or otherwise infringe or violate the rights of any third party or any other intellectual property rights; is not subject to any third party agreement(s) and no third party consents and/or licenses are required in connection herewith, and that the Competition Entities will not be required to pay or incur any sums to any person or entity, including without limitation, any copyright collecting societies or holders of copyrights, neighboring rights, or moral rights, or persons representing such, and any person acting on their behalf as a result of its use or exploitation of the idea, entry materials or rights therein; includes proof that any required permits from local authorities and other permissions have been obtained.

By entering, regardless of country of entry, you represent and warrant, personally and through your parent or legal guardian, that your Entry, and your participation in the Competition or any Competition-related event, will not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of the Released Parties or any other individuals and/or entities; will not contain pornographic or sexual content, hateful content of any kind (including racism, sexism, etc.);

will not contain content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content; will not include threats of any kind or statements that intimidate, harass, or bully anyone; will not violate any local, state, national or international law; and will not post any content that would encourage or provide instructions for a criminal offense. Competition Administrator reserves the right to disqualify any Entrant, whom it determines in its sole discretion, has violated the spirit of the Competition or breached a representation (scientific or otherwise) or warranty or term of these Official Rules at any time during the Competition.

Technical Limitation of Liability

To the extent permitted by applicable law, neither the Competition Entities nor any of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this Competition (including, without limitation, all prize providers) or any other entities that may be added to the Competition Site as participating in this Competition after these Official Rules are published, and each of their respective officers, directors, shareholders, agents, licensees, licensors and employees, nor any Internet access providers (collectively “Released Parties”) (except where due to the negligence of a Released Party) are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Competition Site or any Released Parties’ site, service, or property, for problems uploading any Entries or downloading any Competition-related materials from the Competition Site or any Released Parties’ site, service, or property, or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete entries or other materials. For purposes of these Official Rules, receipt of Entry occurs when the DevPost servers successfully receive the uploaded Entry on the Competition Site and record the required Entry information. Any Entry/Entrant information collected during the Competition will be used only in a manner consistent with the consent given by Entrants, at the time of entry, with these Official Rules.

Ownership of the Entry/Grant of Rights

You will retain ownership to your Entry. However, by entering the Competition, and to the extent allowed by law, you personally, and through your parent or legal guardian, grant the Competition Entities and their respective affiliates, licensees, promotional partners, developers, legal representatives, assigns, agents and licensees (collectively, the “Licensed Parties”), a perpetual (or for the maximum extent permitted by law), worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), your (or your Team’s) Entry, name, address, image, voice, likeness, statements, background and biographical material including, but not limited to, all materials submitted in connection with the Competition, as well as any additional

photographic images, video images, portraits, documents, interviews or other materials arising out of your participation in this Competition (with or without using your name) in any and all media, in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to Entrant or any third party. Any participant's participation in the Competition and any associated audio or video recordings, practices or other events associated with the Competition shall be owned by hack.init() and its legal entity, who may exploit, edit, modify, and distribute the Competition performance and all elements of such participation, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to Competition Winners or any third party.

Limitation of Liability

Except where prohibited by law and to the extent that the negative consequences described below are the foreseeable result of matters within the Released Parties' reasonable control and are the direct consequence of negligence or default by any of them, the Released Parties are not responsible for any incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Competition Site, for the inability to upload or download any Competition-related materials from the Competition Site, or for late, lost, damaged, misdirected, delayed, garbled, incorrect inaccurate, stolen, damaged, or incomplete Entries.

BY ENTERING THE COMPETITION, YOU:

- (I) ACCEPT, PERSONALLY AND THROUGH YOUR PARENT OR LEGAL GUARDIAN, THE CONDITIONS STATED IN THESE OFFICIAL COMPETITION RULES AND AGREE TO BE BOUND BY THE DECISIONS OF THE COMPETITION ENTITIES, WITHOUT PREJUDICE OF ANY CLAIM THAT COULD BE FILED BEFORE THE COURTS;
- (II) WARRANT, PERSONALLY AND THROUGH YOUR PARENT OR LEGAL GUARDIAN, THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THIS COMPETITION; AND
- (III) AGREE, PERSONALLY AND THROUGH YOUR PARENT OR LEGAL GUARDIAN, THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE OF ANY ENTRY MATERIAL, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY

COMPETITION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (EXCEPT TO THE EXTENT ANY PERSONAL INJURY OR DEATH IS CAUSED BY THE RELEASED PARTIES' NEGLIGENCE), OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE COMPETITION, INCLUDING THESE OFFICIAL COMPETITION RULES.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF THE LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, THE COMPETITION ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING THE REVIEW OF ANY ENTRY BY THE COMPETITION ADMINISTRATOR, YOU UNDERSTAND AND AGREE, PERSONALLY AND THROUGH YOUR PARENT OR LEGAL GUARDIAN, TO BEAR SOLE LIABILITY FOR THE CONTENTS OF YOUR ENTRY AND AGREE TO REIMBURSE THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF A THIRD PARTY'S CLAIM OR DEMAND RELATING TO THE CONTENT OF YOUR ENTRY.

General Conditions

The Competition Entities' and Judging Panel's decisions are final and binding in all matters relating to this Competition, including interpretation and application of these Official Rules (without prejudice of any claim that could be filed before the Court). Potential Finalists and Potential Winners and/or their parents or legal guardians may be contacted by Competition Entities via email. In the event of a dispute as to the identity of an Entrant based on an email address, the Entry in question may be disqualified subject to the Competition Entities' sole discretion. The Competition Entities reserve the right, in their sole discretion, to disqualify any individual found tampering with the entry process or entry materials or otherwise interfering with the proper administration of the Competition or violating these Official Rules and void all associated Entries and/or votes. The Competition Entities may cancel, modify, or suspend the Competition (or portion thereof) due to a force majeure event or any other event beyond the Competition Entities' reasonable control, as determined in the Competition Entities' discretion. **You hereby acknowledge and agree, personally and through your parent or legal guardian, that the relationship between you and the Competition Entities is not a confidential, fiduciary, exclusive or other special relationship, and your decision to submit an Entry in connection with this Competition does not place the Competition Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entry, other than as set forth in these Official Rules.**

Similar Ideas

You understand and acknowledge, personally and through your parent or legal guardian, that: i) Competition Entities have wide access to ideas, stories, designs, film, tape, video, and other materials, and those new ideas are constantly being submitted to it or being developed by their own employees; ii) many ideas or stories may be competitive with, similar to, or identical to content in your Entry and/or each other in theme, idea, plot, format, or other respects; iii) You will not be entitled to any compensation as a result of Competition Entities' use of any such similar or identical material that has or may come to Competition Entities, or any of them, from other sources. Except where prohibited by law you acknowledge and agree that the Released Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of your copyright in and to the Entries. Finally, you acknowledge that, with respect to any claim of yours relating to or arising out of any Competition Entities' actual or alleged exploitation or use of any Entry or other material submitted in connection with the Competition, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, your Entry, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

Personal Data

Without limiting Section 8 "Ownership of the Entry/Grant of Rights" above, your Personal Information will be processed for the purpose of the Competition including providing you with updates regarding your participation in the Competition, requesting your participation in surveys to improve the Competition, and as otherwise set out in these Official Rules. You personally, and through your parent or legal guardian, expressly agree to the use of your personal information for such purposes. Host will not sell, share or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes, unless you have given your prior express consent to receive additional information from Host or a third party. You have a right of access to, modification and withdrawal of your personal data.

Canceling, Rescheduling or Disqualification

If the Competition is unable to commence due to any reason including but not limited to underwent computer virus infection, system defect, unauthorized tampering, unauthorized invasion, fraud, technical errors or any other reasons that might affect management of the Competition, security, fairness and equality, Host reserve the right to cancel, terminate, modify or pause the Competition in free will. For any Entrant who have intentions to, or have already damaged the proceeding of the Competition or the Competition Site, Host further reserves the right to disqualify this Entrant. For any Entrant who have intentions to,

or have already damage the proceeding of the Competition, the legal operation of the Competition or the Competition Site, such behavior will be seen as violation of penal and civil laws. Host and Competition Entities reserve the right to seek maximum compensation under the law.

Choice of Law

This Official Rule is governed by the Laws of People's Republic of China and shall be interpreted in accordance to the Laws of People's Republic of China and excluding all conflicting laws. If any part of this Official Rule is determined to be invalid or unenforceable, it does not affect the validity of other parts of this Official Rule. To the extent permitted by the law, all rights for disputes and claims raised from the Competition or related to the Competition which lead to suits, or through any other judicial or procedures to claim any rights or seek any kinds of other legal relief are excluded, unless otherwise determined by applicable Laws. All Entrants explicitly agree to forfeit the aforementioned rights.

The Competition Entities reserve the right to review, make exception or otherwise amend this Official Rule in part or in whole. If you have any questions regarding these policies, please contact us by e-mail at contact@hackinit.org.

This Official Rule was last updated on April 24, 2017