

CHAOSSTACK 2019 Terms & Conditions

Introduction and Definitions

ChaosStack events are developer competitions intended to bring together developers from around the world and organized by TechEmbassy.

In these Terms and Conditions (“Terms” or “Agreement”) “TechEmbassy” or “we” refers to the company called TechEmbassy Kft., the organizer of the Event.

In this Agreement “Event” refers to the ChaosStack Hackathon 2019 event you apply to participate in.

In this Agreement “ChaosStack Sites” refers to the following websites owned and operated by TechEmbassy Kft. (a limited liability company registered under the laws of Hungary, with Nr. 01-09-327186): chaosstack.com, chaosstack.hu or techembassy.io as well as to the online services, such as the online application platform, provided by TechEmbassy Kft. on such websites.

In this Agreement “Application Account” refers to the individual user account of an applicant or participant of an Event located on the ChaosStack Site. Applicant’s or participant’s Event application form is located on the Application Account and the applicant or participant in question may modify the information provided on the application form on the Application Account.

You agree to be bound by these Terms by applying to participate in the Event on the ChaosStack Site.

These Terms constitute a binding legal agreement between you, i.e. the applicant or participant of an Event or a user of the ChaosStack Site (“Participant” or “you”), and TechEmbassy, the organizer of ChaosStack 2019.

Should you have any questions regarding these Terms, you may contact us by e-mail at hello@techembassy.io or by mail at address TechEmbassy Kft. 1053 Budapest, Ferenczy utca 16. 1. Em. 4, Hungary.

These Terms may be modified by TechEmbassy from time to time, such modifications to be effective upon posting by TechEmbassy on the ChaosStack Sites. It is Participant’s responsibility to periodically check-up these Terms for changes. Continued participation in the Event and/or continued use of the ChaosStack Sites by Participant following the posting of changes will imply that Participant accepts and agrees to the changes.

Application to the Event

You may apply to the Event by registering an Application Account and filling out an application form on the Application Account during the relevant application period.

When applying for participation in the Event you shall provide accurate and complete registration and other information to ChaosStack.

You shall use all reasonable endeavors to prevent unauthorized access to, or use of, the Application Account. In the event of, or if you have reason to suspect, any unauthorized access or use of the Application Account, or if your password has been revealed to a third party, you shall promptly notify TechEmbassy thereof.

If you register or apply as an entity or on behalf of a team, you confirm that such entity and each person in the team accepts these Terms and you have the right to represent such entity and team for the purposes of these Terms.

Use restrictions

Participant having an Application Account is not permitted and not entitled to do any of the following:

- sign up for an Application Account on behalf of someone else;
- use the Application Account for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- use the Application Account in violation of applicable law;
- use the Application Account in ways that violate Intellectual Property Rights, business secrets or privacy of third parties;
- use the Application Account to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

Participation in the Event

In connection with your participation in the Event, you shall provide accurate and complete information to ChaosStack or TechEmbassy.

TechEmbassy has the right at its sole discretion to determine the participants of the Event among the applicants. Such decision by TechEmbassy cannot be appealed. For clarity, TechEmbassy also has the right to accept a formerly rejected applicant's participation in the Event at its sole discretion by informing such applicant thereof.

TechEmbassy provides the participants of the Event with technical challenges and resources/materials to be worked with in the Event. TechEmbassy does not provide computers to the participants.

TechEmbassy or a team chosen by TechEmbassy may choose a winner or winners among the work products ("Submission") created and developed in the Event by the Participants. The selection of the winner(s) of the Event shall at all times be final and cannot be appealed. If you accept a prize for winning the Event, no taxes shall be incurred by you for your prize.

Note that TechEmbassy has the right to disqualify you from the Event at any time in its sole discretion for example due to inappropriate behavior at the Event or breach of the rules of the Event or these Terms. TechEmbassy has the right to cancel or suspend the Event for any

or no reason. TechEmbassy is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Event or your disqualification.

The use of the ChaosStack Sites is free of charge. TechEmbassy may set various prices for tickets to the Event. More information regarding the participant eligibility, challenges, resources, prices, rules, venue, organizers of the Event, volunteering, partnerships and the schedule of the Event can be found on the ChaosStack Sites.

If you choose to participate in the Event, you must comply with the following rules:

- You must adhere to these Terms and any additional rules stated at the beginning of the Event by TechEmbassy;
- You must be at least 16 years of age;
- Your Submission shall not contain any viruses, Trojan horses, worms, harmful code or any other element that is malicious or damaged;
- Your Submission shall not contain any content that violates any law or any third-party rights (including privacy and intellectual property rights), unless you are the owner of such rights or have permission or license to use such content in your Submission in the Event in accordance with these Terms.
- You shall upload information relating to your Submission to the online submission platform provided by TechEmbassy through a link on your Application Account. Such information includes e.g. the name and description of the Submission, your name or the name of your team, Submission punchline, describing media content, link to the Submission source code and the challenge you participated in the Event.

Participant Content on the ChaosStack Site

You are solely responsible for all the content that you upload/transmit to the ChaosStack Sites ("Participant Content"). TechEmbassy shall have the right, but shall not be obliged to, monitor the Participant Content, in order to ensure compliance with the terms of this Agreement. In case TechEmbassy believes, in its reasonable opinion, that any Participant Content violates this Agreement, intellectual property rights or any applicable law, TechEmbassy shall have the right to delete such Participant Content.

TechEmbassy disclaim any responsibility for the backup and/or retention of any Participant Content. The ChaosStack Site shall not be used for the back-up of any Participant Content.

Participant agrees that TechEmbassy do not assume any liability or responsibility in respect to any Participant Content and Participant shall at all times ensure that Participant Content does not infringe any rights of third parties or any applicable law. Furthermore, the Participant Content shall not be offensive, threatening, libelous, defamatory or otherwise inappropriate. For clarity, TechEmbassy is not responsible and shall not be held liable for any Participant Content, nor do they endorse any opinion contained in any Participant Content.

TechEmbassy shall have the right to generate anonymous user data and statistical data from Participant Content. TechEmbassy shall reserve all rights to such anonymized data.

Intellectual Property Rights

All Submissions and other work performed at the Event remain the intellectual property of the individuals or entities that have developed them. TechEmbassy makes no claim to any intellectual property developed during the course of the Event, except as otherwise provided herein.

However, Participant hereby grants TechEmbassy and its business partners a worldwide, perpetual, irrevocable, sub- licensable and non-exclusive license to use information relating to the Submission provided by you on the submission platform for promotional and marketing purposes of ChaosStack, TechEmbassy and its business partners. You understand that you will not receive any royalty or compensation for this use of your Submission by TechEmbassy.

By participating in the Event, you acknowledge that the Event will be recorded for reference and similar use, and therefore you grant TechEmbassy a worldwide, perpetual, irrevocable, non-exclusive license to display your work performed at the Event for promotional and marketing purposes of ChaosStack or TechEmbassy for example in blog posts, online videos or case descriptions. You understand that you will not receive any royalty or compensation for this use of your work by TechEmbassy.

TechEmbassy owns and retains all intellectual property rights in the ChaosStack Sites. The CHAOSSTACK name and logo are owned by TechEmbassy, and may not be copied, imitated or used without the permission of TechEmbassy. Nothing in this Agreement shall constitute a transfer of any intellectual property rights or other rights of TechEmbassy or ChaosStack to you.

Publicity

By attending the Event, Participant consents to being filmed and/or photographed at the Event. Furthermore, Participant consents to any such footage to be published in ChaosStack's, TechEmbassy's and/or a third party's, as the case may be, marketing and communication channels without the Participant's review or approval and without compensation at any time.

The Submission(s) or parts thereof will be published on a publishing platform ("Platform") at the Participant's sole discretion and will be available on the Platform for a period of time determined by the Participant and his/her team members. For clarity, the Participant and his/her team members have the right to freely determine the content relating to the Submission(s) to be published on the Platform and the duration for which such content is available on the Platform.

Confidentiality

As part of your participation in or application to the Event, you may be exposed to confidential information of TechEmbassy, as part of the Event resources or otherwise, such as confidential and/or proprietary knowledge, knowhow, data or information concerning the business, relationships and financial affairs of TechEmbassy or third parties whether or not labeled or identified as confidential or proprietary ("Confidential Information"), including without limitation inventions and results of R&D, services and marketing plans, source code, object code, customer and supplier and other third-party information, business plans, budgets, financial information, prices and costs.

You agree that, you will hold in confidence and security and you will not make available to any third party any Confidential Information during the Event and thereafter. You agree that you shall use the Confidential Information only during and for the purposes of the Event and in accordance with any TechEmbassy policies.

Personal Data

TechEmbassy, the organizer of ChaosStack collects and processes data, including personal data, in relation to Participant's registrations or applications on the ChaosStack Site, application to or participation in the Event, such as Participant's contact details, other identification data, CV and information relating to the Submissions.

TechEmbassy is considered as data controller for such personal data pursuant to the applicable laws, ChaosStack informs data subjects regarding the processing practices in ChaosStack's Privacy Policy and processes such personal data in accordance with its Privacy Policy in force from time to time. ChaosStack's Privacy Policy can be found on the relevant ChaosStack Site.

Term

This Agreement will remain in full force and effect while you are a user of the ChaosStack Site or participate in the Event.

Provisions of this Agreement intended to survive the termination or expiry of this Agreement shall do so.

Liabilities

TechEmbassy will make reasonable efforts to keep the ChaosStack Site operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions.

TechEmbassy will make reasonable efforts to keep the Event operational. TechEmbassy reserves the right to alter the content, timing, date and/or location of the Event, without liability to the Participant, provided that the Event, as altered, is substantially similar to Event as originally advertised. TechEmbassy also reserves the right to cancel the Event at any time whereupon the Participant shall obtain a full refund of any fees paid hereunder.

TechEmbassy reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the ChaosStack Site.

To the fullest extent permitted by applicable law, in no event will TechEmbassy be liable to you or any third party for any indirect, consequential or punitive damages, arising out of the application to or participation in the Event or arising out of the use of the ChaosStack Site or for any direct damages in excess of the amounts actually charged by ChaosStack or TechEmbassy from you.

The parties to this Agreement do not restrict their liability for any matter in respect of which, by mandatory law (such as consumer protection laws), it is not permitted to restrict their liability.

Governing law and disputes

This Agreement shall be governed by and construed in accordance with the laws of Hungary. All disputes shall be settled by the court of first instance of the place of domicile of ChaosStack.

Miscellaneous

This Agreement only covers the ChaosStack Site (and the Event) and the use thereof and any and all linked third party services and platforms are provided by the relevant third parties and covered by their terms of use or other agreement or license.

TechEmbassy does not assume any liability in regard to use of such third party services and platforms, whether or not they are linked to the ChaosStack Sites.

The content on the ChaosStack Sites, including, but not limited to, the text, graphics, images, links, and other materials are for informational purposes only.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

No agency, partnership, or employment is created as a result of these Terms.

You may not assign this Agreement to a third party. TechEmbassy has the right to assign this Agreement to their affiliates or successors as part of a restructuring, merger, acquisition, asset sale or other corporate reorganization.