



#BLOCKCHAINCOVID19 HACKATHON

Terms and Conditions



1. General Information

- 1.1. These terms and conditions ("**Terms**") regulate the Stratis Group Ltd ("**Organiser**") - #BlockchainCOVID19 Hackathon ("**Competition**").
- 1.2. Participation in the Competition constitutes full and unconditional agreement to and acceptance of these Terms. You must not participate in the Competition unless you have read, understand and agree to these Terms. You can download a copy of these Terms <https://stratisplatform.com/wp-content/uploads/2020/04/blockchaincovidhackathon-terms.pdf>
- 1.3. The Competition contact details are as follows:

ADDRESS: Palladium House, 1-4 Argyll Street, London, W1F 7LD.

EMAIL: hackathon@stratisplatform.com

SITE: <https://blockchaincovid19.devpost.com/>

DISCORD: <https://discord.gg/3G49ysf>

2. Eligibility

- 2.1. Participants may be natural persons (provided they are at least eighteen years old) and corporate or unincorporated bodies (whether or not having separate legal personality) ("**Participants**"). Participants may participate individually or form teams of up to four individuals ("**Team**"). The Competition is not open to Participants from any jurisdiction where the Competition is prohibited by applicable laws.
- 2.2. Current employees, contractors, vendors and members of Organiser and Committee (defined below) or any entity or individual involved with the design, production, execution or distribution of the Competition and their immediate family members and persons living in the same household, are not eligible to join the Competition as Participants.
- 2.3. Organiser may disqualify a Participant if it provides information that is not truthful, accurate and complete.
- 2.4. Personal data supplied during the course of the Competition will be processed as set out in Organiser's privacy policy <https://stratisplatform.com/privacy/>.

3. Participation

- 3.1. Participation in the Competition is free. Participants must develop and submit a new and original smart contract application on Organiser's platform that is executable with Stratis Smart Contracts, which will assist with the current global COVID19 pandemic and functions or has a practical realisation under certain conditions ("**Submission**").
- 3.2. Where Participant is a Team, only one member of the Team should submit the Submission (the "**Participant Representative**"). Participant Representative must identify all other Team members in the Submission.
- 3.3. The opening date for Submissions is 09:00 BST on 15 April 2020. The closing date for Submissions is 23:59 BST on 14 June 2020 ("**Closing Date**"). Submissions submitted after the Closing Date will automatically be disqualified.
- 3.4. Participants may be required to provide additional information about the Submission at any stage of the Competition, including information relating to: (i) the current stage of the Submission; (ii) the tools and conditions necessary for implementation of the Submission; and (iii) any resources which are required for the Submission's functioning and progression. Failure to provide such information may result in a Submission being disqualified,
- 3.5. Participants shall develop a prototype of the smart contract application that is the basis of their Submission and commit its source code and related technical documentation (all in the English language (or accompanied by a full translation) of a level sufficient to enable properly skilled technology developer to understand, develop and maintain that source code, in a public GitHub repository and license it under the open source MIT licence for Committee (defined below) to review.
- 3.6. There is no restriction on the number of Submissions a Participant can submit, provided that, no two Submissions can be substantially similar (as determined by Organiser).
- 3.7. Submissions which, in Organiser's sole determination: (i) adversely affect the reputation of Organiser or any of its personnel; (ii) are illegal under applicable laws; (iii) contain any viruses or malicious code; or (iv) contain any infringing, obscene, indecent or malicious material or information, will be disqualified and relevant Participant's prohibited from submitting further Submissions.
- 3.8. Where a Submission has been filed successfully, Participant will receive confirmation of receipt of the Submission and its acceptance or rejection from Organiser. Organiser shall have the right to reject a Submission for any reason.
- 3.9. Participant cannot make any changes or alterations to the Submission once it has been submitted.
- 3.10. By submitting a Submission, Participant grants Organiser a non-exclusive, perpetual, transferable, irrevocable, royalty-free right and licence to use the Submission for promotion, public display, informational, awareness, educational and commercial purposes.

4. Committee Evaluation

- 4.1. The Competition's committee ("**Committee**") consists of Organiser's representatives and partners and shall include at least one member that is independent from the Organiser. The Participant may email the Organiser for a list of the full names of the Committee members. Committee shall be responsible for

organisation of the Competition, examination of Submissions and determination of the winner of the Competition (“**Winner**”). The decision of Committee shall be final and binding.

- 4.2. Committee shall select the Winner on the basis of Submissions submitted on behalf of Participants using a points system. The Participant whose Submission is awarded the top highest score by Committee will receive a prize.
- 4.3. Committee will evaluate each Submission on the basis of several criteria including scale and complexity, innovation, quality of implementation and presentation. Committee will also assess each Submissions: (i) Feasibility (i.e. the impact the Submission will have on the current COVID19 global pandemic); (ii) Functionality (i.e. whether the Submission provides a useful function); (iii) Design and Documentation (i.e. is there a design document and user documentation); and (iv) creativity (i.e. whether the Submission is doing something innovative). Committee shall use all reasonable endeavours to ensure transparency in the process leading to determination of the Winner.
- 4.4. Organiser will make available information that indicates that a valid award took place and will send the surname and county (if the Winner is based in the UK) of the Winner, to anyone who emails hackathon@stratisplatform.com with “*Winner’s list*” as the email subject within one month after the Closing Date. If a Participant objects to any or all of its surname, county and winning entry being published or made available, please contact Organiser. In such circumstances, Organiser must still provide the information to the Advertising Standards Authority on request.

5. How to Enter

- 5.1. Participants must register their Submission at <https://blockchaincovid19.devpost.com/> before the Closing Date.
- 5.2. Each Submission must be accompanied with a: (i) link to one or more public GitHub repositories where developed source code is hosted; (ii) text description of the Submission; (iii) video overview of the Submission; and (iv) presentation explaining the concept and implementation of the Submission as per a provided presentation template.

6. The Prize

- 6.1. The announcement of the Winner will take place on 1 July 2020 (“**Announcement Date**”) the website <https://blockchaincovid19.devpost.com/>. If a Winner does not respond to Organiser within 30 days of being notified by Organiser, then the Winner’s prize will be forfeited and Organiser will be entitled to select another winner in accordance with the process described in clause 4.
- 6.2. The Submission selected as the Winner will receive up to 120 hours of free consultancy and business development services from Organiser to assist the Winner with creating a proof-of-concept in respect of its winning Submission. Such consultancy and business development services must be requested by the Winner between the Announcement Date and 31 July 2020 and the Winner acknowledges and agrees that the availability and nature of the consultancy and business development services will depend on Organiser’s business commitments as at the date(s) such services are requested. There is no cash alternative to the prize and Winner is responsible for any and all taxes in respect of the prize.

7. Warranties and Indemnity

- 7.1. Participant warrants, represents and undertakes to Organiser that each Submission: (i) does not and will not infringe any third party proprietary or intellectual property rights, including any copyrights, trademarks, designs and patents; and (ii) consists entirely of: (a) Participant’s own original work; or (b) source code that has been licensed under the open source MIT licence.
- 7.2. Participant agrees to indemnify, defend and hold Organiser, Committee and their agents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies and assigns, and any other organisation related to Organiser and Committee harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Competition or acceptance or use of a prize or parts thereof, including: (i) any condition caused by events beyond Organiser’s control that may cause the Competition to be disrupted or corrupted; (ii) any claim that a Submission infringes third party intellectual property or proprietary rights; (iii) any disputes among Team members, (iv) any injuries, losses, or damages (direct, indirect or otherwise) of any kind arising in connection with or as a result of a prize, or acceptance, possession, or use of the prize, or from participation in the Competition; (v) any printing or typographical errors in any materials associated with the Competition; (vi) technical errors that may impair ability to participate in the Competition; and (vii) errors in the administration of the Competition.

8. Limitation of Liability

- 8.1. Nothing in these Terms shall exclude or restrict Organiser’s liability in respect of any liability that may not be excluded or restricted as a matter of applicable law. If Participant is a consumer nothing in these Terms will exclude or restrict the consumer protection laws that are applicable in Participant’s jurisdiction.
- 8.2. Subject to clause 8.1, Organiser shall not be liable to Participant under or in connection with these Terms for any and all of the following, howsoever arising and whether foreseeable or in the contemplation of Organiser of Participant arising out of breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise for any loss or damage (direct, indirect or otherwise) suffered by Participant including any loss or damage occurring as a result of: (i) any false, incorrect or

inaccurate information; (ii) technical failures of any kind; (iii) unauthorised human intervention in any part of the entry process or the Competition; (iv) technical or human error which may occur in the administration of the Competition or the processing of entries; (v) Participant's participation or receipt or use or misuse of any prize; (vi) Participants' failure to comply with these Terms; (vii) vulnerabilities contained in or presented by the tools or materials (whether provided by the Organiser or a third party) used by Participants to create a Submission; and (viii) anything beyond the reasonable control of Organiser.

- 8.3. Subject to clauses 8.1 and 8.2, Organiser's total aggregate liability in respect of any and all claims of any nature arising directly or indirectly out of or in connection with these Terms including as a result of breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise will be limited to [\$100 US Dollars].
- 8.4. If any Submission is deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy shall be to submit another Submission.
- 8.5. If Organiser reasonably considers a Winner to have breached these Terms, without prejudice to the indemnity in clause 7.2, the Winner shall repay the prize it received pursuant to clause 6.2 to Organiser on demand.

9. General

- 9.1. Organiser reserves the right to modify the Terms and to cancel or suspend the Competition at any time. Your continued participation in the Competition signifies your agreement to such modifications. Participants who wish to make any modifications to any information provided to Organiser or to withdraw a Submission must email Organiser at hackathon@stratisplatform.com.
- 9.2. If and to the extent that any part of these Terms is found to be invalid, unenforceable or illegal, that provision (or part provision) shall be deemed to be deleted and the other provisions shall remain unaffected and in full force.
- 9.3. These Terms constitute the entire agreement and understanding between Organiser and Participant relating to its subject matter and supersedes any previous agreements, discussions, promises, assurances, warranties, representations, conditions and undertakings between them relating to any of such subject matter. Participant acknowledges and agrees that all statements, representations, warranties, conditions and undertakings on which it relies are incorporated into these Terms and it does not rely on (and shall have no remedy in respect of) any statement, representation (including any misrepresentation), warranty or undertaking (whether negligently or innocently made) of any person (in each case whether contractual or non-contractual) which is not expressly set out in these Terms.
- 9.4. No forbearance or delay in exercising or enforcing any right (and/or the continued performance of these Terms) shall prejudice or restrict any rights, and no waiver of any right or of any breach of any clause shall be deemed to be a waiver of any other right or other breach. No single or partial exercise of any remedy shall restrict the further exercise of that remedy or any other right or remedy.
- 9.5. These Terms are not intended to confer a benefit on or to be enforceable by any person who is not a party to them (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 9.6. Any words following the terms including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 9.7. Participant may not assign its rights under these Terms without the prior written consent of Organiser.
- 9.8. These Terms (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation) shall be governed by and interpreted in accordance with English law. Organiser and Participant both irrevocably submit to the exclusive jurisdiction of the Courts in London, England over any claim, dispute or matter arising out of, under or in connection with these Terms.