

Telerik Hackathon 2014 Official Rules

These are the Official Rules ("Official Rules") that govern how the Telerik Hackathon 2014 ("the Hackathon" or "Contest") operates. In these Official Rules, "we," "our" and "us" refer to Telerik AD, the event organizer of this Hackathon while "You" and "Yourself" refer to an eligible entrant. By participating in the Telerik Hackathon, You agree to be bound by and to comply with the Official Rules, as well as with all decisions of the judges and Telerik which are final and undisputable about all aspects of the Hackathon.

I. General Terms and Conditions of Telerik Hackathon 2014

Telerik Hackathon contestants can compete as members of teams or as individuals. Teams can consist of up to 5 team members, including the team lead. Contestants can recruit people to join a team or teams may be assigned at the event. During the competition, each team will be asked to create a mobile application that is functional on a tablet or smartphone device (hereinafter referred to as "Submission"), along with a brief description of the app functionality and intended user audience. Each team will be given the opportunity to demonstrate their Submission and provide an oral presentation to the judges describing why their Submission would be successful. The majority of the work for the Submission must be executed during the Hackathon. Any additional requirements concerning Submissions will be specified below in Section Rules and Regulations related to the Submissions or provided during the Hackathon.

Submissions and oral presentation of a Submission will be judged by a panel of judges based upon the following criteria: (1) User experience (34%), (2) Originality of Idea (33%) and (3) Utility (33%). Each member of a winning team, along with all Submissions, are subject to validation by Telerik and/or the judging organization, whose decisions are final and binding in all respects. Each contestant and each member of a winning team may be required to sign and return, when requested, a Declaration for acceptance of the prize, Prize/Publicity release and Release for assignment of rights over the Submission.

WINNERS MUST BE PRESENT TO ACCEPT PRIZE OR PRIZE WILL BE FORFEITED. UNLESS OTHERWISE STATED IN THESE OFFICIAL RULES, ALL PRIZES OR ANY PRIZE COMPONENTS WILL BE AWARDED TO EACH INDIVIDUAL MEMBER OF A WINNING TEAM IN THE FORM OF A WIRE TRANSFER EVENLY DISTRIBUTED AMONG THE WINNING TEAM MEMBERS.

Telerik is not responsible for any disputes among team members concerning prize or prize components.

All taxes and any other expenses not stated herein, including gratuities, transportation and other incidentals, are the sole responsibility of winners. Coordination of any and all travel and any other expenses are the responsibility of the Winning Team members. Only the stated number and prize components in Official Rules will be awarded.





Telerik collects personal information from contestants on the Telerik Hackathon website when contestants register for and enter the Hackathon. If participating as a team, the representative of the team may provide Telerik with personal information of other team members, in order for the team to participate and receive a prize. In such cases, each team member has to consent to the Official Rules of the Telerik Hackathon.

By registering and entering the Telerik Hackathon, the contestants and their team members explicitly consent that their personal information (such as name, city, country, likeness and the team's Submission and/or prize information) may be collected and processed by Telerik and/or its designees in connection with the Contest. The personal information may be used for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. The information collected from contestants is subject to the privacy policy located here: http://www.telerik.com/company/privacy-policy.

GENERAL CONDITIONS/INDEMNIFICATION: By entering, contestants warrant and represent that their team is the sole creator of the Submission and that they have obtained permission from all persons or copyright or trademark owners whose likeness, work or mark are depicted in Submission and all permissions necessary for Telerik to publish or use their Submission in any media worldwide and agree to confirm any of the foregoing in writing. Further, by participating in this Contest and/or by accepting any prize, contestants agree that Telerik and its parents, affiliates, subsidiaries, officers, directors, employees, service contractors, successors, representatives and assigns, shall not be liable for any and all actions and/or claims, including any third party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to the Hackathon, including Submission and participation, or the acceptance, possession, use or misuse of any prize. By participating in the Hackathon and/or accepting any prize, contestants agree to fully indemnify Telerik and its parents, affiliates, subsidiaries, officers, directors, employees, service contractors, successors, representatives and assigns from any and all such claims by third parties without limitation. Contestants authorize Telerik to use their name, voice, likeness, biographical data, city and country of residence, testimonials, social media posts, photos, and Submission materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Telerik is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at the sole discretion of Telerik, without further obligation or compensation. Telerik shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or submissions, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Submission or other materials; (iv) any injuries, losses or damages of any kind caused by participation in this Contest or resulting from acceptance, possession or use of a prize; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Telerik disclaims any liability for damage to any electronic device resulting from participating in, or accessing, uploading or downloading information, Telerik API(s) in connection with this Contest, and Telerik reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer or phone problem, unauthorized intervention or other causes beyond Telerik's control, corrupt the administration, security or proper play of the Contest.





Except as expressly provided herein, nothing in the Official Rules of Telerik Hackathon may be construed as transferring any rights of ownership or license, by implication, estoppel or otherwise, of either party's products, technology or intellectual property, including but not limited to, such party's marks.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST, THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST BY CHEATING, HACKING, DECEPTION, OR ANY OTHER UNFAIR PLAYING PRACTICES OF INTENDING TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PARTICIPANTS OR TELERIK REPRESENTATIVES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, TELERIK RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Contestants acknowledge that Telerik engages, has engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, educational, artistic and other material (collectively, the "Materials"), including without limitation Materials that are similar or identical to a Submission.

Contestants also acknowledge that other persons, including employees of Telerik, may previously have originated and may hereafter originate Materials that are similar or identical to a Submission. Contestants agree that they will not be entitled to any compensation because of the use by Telerik of any such similar or identical material. Without limitation of the foregoing, Telerik may use, without any payment or other obligation whatsoever to any contestant, any part of the Materials, and any idea or concept contained therein, that (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by Telerik before or at the time of Submission, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to Telerik or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a Submission or the subject of any agreement, (e) is not protected by Bulgarian copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by Telerik or any third party.

Contestants agree that Telerik development, preparation, production, acquisition, dissemination and/or exploitation of Materials similar or identical to a Submission or containing features, ideas, material and/or elements similar to or identical with those contained in a Submission shall not entitle any contestant or team to any compensation or other right or remedy. As an inducement to Telerik to accept each Submission into the contest, contestants hereby waive any claim or right of action against Telerik or its successors in connection with the Telerik use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a Submission or contain any features, ideas, material and/or elements that are similar or identical to those contained in a Submission. Acceptance by Telerik of a Submission is not an admission by Telerik of the novelty or originality of the Submission.



II. Rules and Regulations Related to the Organization of the Hackathon

Overview

This Hackathon is designed to recognize the best mobile software application built with the Telerik PlatformSM framework.

The Telerik Hackathon Contest ("Hackathon") is sponsored and administered by Telerik AD, 33 Alexander Malinov Blvd. Sofia, Bulgaria.

Start and End Dates and Times

Eligible individuals and team participants (each, a "Participant") may register for the Hackathon starting at 02:00 pm Eastern European Time (UTC+2) on September 09, 2014. Registration for the Hackathon will close at 5:00 pm Eastern European Time (UTC+2) October 15, 2014. Registration may be closed early, including if a total of 200 registrants is reached. In case full capacity is reached long before the registration deadline, we may extend the number of participants to 350 people.

During the Telerik Hackathon 2014, all Participants must check-in by presenting their personal identification (ID) card at the time of onsite registration at the Hackathon on October 17 at 5:00 pm (UTC+2). Completed Submissions must be submitted between 8:31 pm on October 17, 2014 and October 19, 2014 at 2:00 pm (UTC+2). Late Submissions will be disqualified. The date and time of Submission will not influence the judging of the Submission if it is received before the posted deadline.

The Hackathon winner will be announced on-site at the Telerik Hackathon 2014 on or about October 19, 2014. The finalist teams must be on-site for the announcement.

Participants may begin forming their teams and working on their Submission as early as September 9, 2014. The majority of the work; however, must be done during the Telerik Hackathon. Each Submission shall consist of a mobile application with a link to the working source code, the application login credentials and a written description (not more than 300 words). Everything must be submitted on GitHub and Google Docs. Submissions must be developed and submitted no later than October 19, 2014 at 2:00 pm (UTC+2).

The judging period will begin on October 19, 2014 at 2:15 pm (UTC+2). For the round of judging, participants must be available to demonstrate their application on stage at the Telerik Hackathon on the afternoon of October 19, 2014. The winning Submission will be announced on October 19, 2014.

Who May Enter?

You are eligible to participate in and enter the Hackathon provided you meet the following requirements:

- You are, and each of your team members is, at least 18 years old



- You and each of your team members have registered for the Hackathon at <u>www.telerik.com/hackathon</u>.You can register the whole team, as long as you provide the required information for each team member at the time of registration.
- Neither you nor any of your team members are an employee of Telerik Group as of September 9, 2014, or during the Hackathon period, beginning on September 9, 2014 and ending with the announcement of winners, on or about October 19, 2014;
- Neither you nor any of your team members are involved in any part of the creation, promotion, execution or administration of Telerik Hackathon 2014.

If a Participant is an employee of a corporation, government or an academic institution, enrolled as a student or representing his or her employer, government, or academic institution in this Hackathon, it is his or her sole responsibility to review, understand and abide by his or her employer's, government's or academic institution's policies regarding eligibility to participate in the Hackathon.

If a Participant is found to be in violation of his or her school's, government's or employer's policies, then he or she will be disqualified from participating in the Hackathon, forfeit any potential award or rights to retain any prize. Telerik disclaims any and all liability or responsibility for disputes arising between a student or employee and his or her school, government or employer related to the Hackathon.

How Do I Enter?

Between 02:00 pm Eastern European Time (UTC+2) on September 9, 2014 and 5:00 pm Eastern European Time (UTC+2) on October 15, 2014, visit <u>www.telerik.com/hackathon</u> to register. Note that participation is limited to 200 Participants. Registration may close early, if the 200 Participant limit is reached before the October 15 closing time. In case full capacity is reached long before the registration deadline, we may extend the number of participants to 350 people.

You may register for the Hackathon as an individual or as a team. In either case, during registration you will be required to designate or acknowledge a team leader. Note, you may not register to participate both individually and as part of a team. Equally, if you are working on a team, you may not also register to post a Submission as an individual. All Hackathon registrants may only participate and register as part of one team.

Once you have successfully registered, you will receive a confirmation email, which you will need to participate in the Hackathon.

If you are registering as a team:

- When registering for the Hackathon, you must submit the names, email and one telephone number for each team member. You will not be able to register your team without this information.
- Each team member will receive an email confirmation that they have been registered for the Hackathon and may be required to confirm their participation and confirm that their personal data can be used as specified in these terms and conditions.
- You won't be able to make any changes to your team registration after submitting your online registration.
- Each team member must be a registered attendee of Telerik Hackathon and onsite at the event. Each team member must individually check-in by presenting their personal ID card upon registration at 5:00 pm UTC+2 on October 17, 2014. You can register as an individual





and then form a team on October 17, 2014. In this case, you will be required onsite to inform the organizers of the names of your new teammates.

- Each team is solely responsible for its own cooperation and teamwork. In no circumstance will Telerik officiate in any dispute between or among any team(s) or its/their members regarding conduct, participation, cooperation or contribution. In the event that a dispute cannot be resolved, Telerik reserves the right in its sole discretion to make a determination as to the identity of team members or the team representative.
- By participating, each team member agrees to abide by these Official Rules of the Telerik Hackathon.
- Participants may be photographed and/or videotaped while working, resting or presenting their applications during the Telerik Hackathon.
- Participants agree that Sponsors may use any photographs or videos obtained in this manner for promotional purposes, during or after the Telerik Hackathon, in any media.
- Participant information submitted to us will be collected in accordance with our Privacy Policy, which can be found at http://www.telerik.com/company/privacy-policy.
- Participant information submitted by Participant to third parties (such as GitHub or Google docs) will be subject to the third party entity's privacy policy.

What and How Do We Submit?

Each Submission must be developed and submitted between 8:31 pm (UTC+2) on October 17, 2014 and October 19, 2014 at 2:00 pm (UTC+2). The submission process will take place on GitHub and Google docs. Before initiating the submission process, teams may be required to register and/or create a profile on the third party site and to agree to the terms and conditions of the vendor site. Upon completion of the registration process, Participants will be able to submit their Entries. Entries consist of:

- A mobile application useable by the judges (see below for more details)
- Login credentials to Telerik Platform account used by the application
- A maximum 300 word description of the application, submitted in English
- Link to the working source code in GitHub
- Link to Submission materials on Google docs

What Is Required of the Application?

The application that you or your team submits as part of your Submission must be a mobile application that enables a great user experience, innovation and utility. It must be built using the Telerik Platform, be creative and take advantage of Telerik Platform capabilities. It is permissible to use open-source development tools, including Telerik Kendo UI[®] Core. The application should not contain any third party proprietary code, and it is the Participant's responsibility to ensure that the Submission does not infringe or violate any third party rights.

Telerik Platform licenses will be provided to Participants upon the online registration for the Hackathon.

The application you or your team submits must:

- Be a mobile application
- Have been developed using Telerik Platform
- Have been developed primarily during this Hackathon
- Be functional at time of submission and comply with these Official Rules

General Standards for Submissions

The intent and spirit of the Hackathon is to encourage Participants to build innovative mobile applications and create engaging, transformative experiences using Telerik Platform. In addition to



the content and technical requirements listed earlier, to be eligible for judging, all Submissions must meet the following general standards:

- All Submissions must be presented and submitted in English.
- The content of your Submission and any supporting materials must be acceptable for all viewing audiences. We will automatically disqualify any Participant or team that posts a Submission or supporting materials that contain data, code, text, sound or images that we, in our sole opinion and for any reason, believe to be malicious, illegal, vulgar, offensive or inappropriate for public viewing, or that present Telerik in a negative light.

By posting a Submission in this Hackathon, you represent:

- That you, your team and the Submission complies with these Official Rules;
- That the entirety of the Submission is your/your team's original work;
- That you/your team have obtained any and all consents, approvals or licenses required for you to post your Submission, and that your Submission will not violate anyone else's rights or the law.

How Many Entries May I Submit?

You or your team may post one Submission. If more than one Submission is posted, the second Submission posted will be disqualified. We will disqualify, in our sole discretion, any Submission that we believe contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, ineligible or illegible. We are not responsible for Submissions that we do not receive for any reason, or for Submissions that we receive but do not meet Hackathon requirements (as determined by us in our sole discretion), or are not decipherable for any reason.

How Will Submissions Be Judged?

The judging period will begin on October 19, 2014 at 2:00 pm (UTC+2). All Participants must be onsite and present to present their Submissions. The winning Submission will be announced on or about October 19, 2014. There may be one or multiple rounds of judging depending on the number of Participants/teams. All rounds of judging will be judged by a panel of Telerik-selected judges, which may include Telerik Group employees. Judges may change between rounds. Entries will be judged on the following criteria:

- 34% User Experience
- 33% Originality of Idea
- 33% Utility

All submitted Entries must be fully functional applications. We must be able to use your application to judge it.

What Are the Prizes?

The prizes are as follows:

- One first place prize in the amount of \$10,000 (USD) in the form of a wire transfer evenly distributed among members of the winning team, plus a free one-year Telerik Platform Business license will be awarded to each team member of the first-place team.
- One second place prize in the amount of \$5,000 (USD) in the form of a wire transfer evenly distributed among members of the winning team, plus a free one-year Telerik Platform Professional license will be given to each team member of the second-place team.
- One third place prize in the amount \$1,000 (USD) in the form of a wire transfer evenly distributed among members of the winning team, plus a free one-year Telerik Platform Professional license will be given to each team member of the third-place team.



- All participants will be given a free one-year Telerik Platform Professional license upon claim.
- Telerik is not responsible for any dispute regarding prize dispersal or use.

Telerik reserves the right to award additional prizes or change the prizes, at our sole discretion, provided that the value of the prizes specified here shall not decrease.

Winners will be announced on or about October 19, 2014 at the Telerik Hackathon. A full list of all winners will also be published on www.telerik.com/hackathon on or about October 19, 2014.

Prize Conditions:

Your odds of winning a prize will depend on the number of eligible Entries received, the quality of the Entries and the level of skill of the Participants.

If you or your team is confirmed as a winner:

- You may not designate someone else or another team as the winner;
- You agree to provide Telerik with the legal name, address and personal identification number/personal ID number as well as other information requested for tax reporting purposes, of each Participant;
- If you/your team accepts a prize, you and each team member agrees to self-report to applicable taxing authorities, as may be required by applicable laws, and will be solely responsible for all applicable taxes and costs related to accepting and using the prize;
- You and team members will participate in media interviews as requested by us.

Prize monies should be retained by individuals only in conformity with any applicable policies of his or her employers, academic institutions or government regarding participation in and receipt of promotional consideration relating to the Hackathon, and receipt and retention of prize. If a government, employer's or school's policies are applicable, it is the Participant's sole and ultimate responsibility, in consultation with his or her government, employer or school, to determine how and if prize will be retained and/or distributed and accounted for, and we assume no responsibility for the decisions made by such government, employers or schools regarding this issue.

NOTIFICATION:

All notifications we attempt to make to you/your team are subject to the following conditions:

- All teams will be asked to present their Submissions on stage at the Telerik Hackathon. You/your team must be on-site and must present to be eligible to win.
- If you/your team is selected as a winner, we may notify you by sending a message to the email address and/or attempting to contact you at the telephone number provided at registration.
- If the notification that we send is returned undeliverable, or you are otherwise unreachable, we may disqualify your team and extend an invitation to the next highest-scoring entrant.
- If there is a dispute as to the identity of a particular entrant, we will consider the entrant to be the authorized account holder of the e-mail provided at time of sign up. If a dispute as to the identity of a particular entrant continues, Telerik reserves the right to make a final determination in its sole discretion as to the identity of an entrant.
- If you are selected as a potential winner, we may require you to sign a Declaration for acceptance of the prize, Prize/Publicity release and Release for assignment of rights over the Submission.
- If you do not complete the required forms as instructed and/or return the required forms within the time periods indicated as part of any winner notification, we may disqualify you.



How Will My Submission Potentially Be Used?

Other than what is set forth below, we are not claiming any rights to own or use your Submission.

By posting your Submission, you:

- Are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your Submission and all its content in connection with this Hackathon; and (ii) feature your Submission and all its content in connection with the marketing, sale or promotion of this Hackathon and of Telerik (including but not limited to internal and external presentations, tradeshows and screen shots of the Hackathon Submission process in press releases) in all media (now known or later developed);
- Agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted;
- Agree to assist us and our representatives in the creation of case studies or whitepapers (together "Studies") detailing your Submission or Submissions. Studies will not include any confidential Participant information. Upon your approval of the Studies' accuracy, you give us permission to display the Studies, including trademarks, logos and other identifying information contained in it, on our websites and in other marketing materials. The marketing materials may take various forms, including printed materials, online articles, video, audio and other digital recordings;
- Understand and acknowledge that we or entrants may have developed or commissioned materials similar or identical to your Submission, and you/your team waive any claims you may have resulting from any similarities to your Submission;
- Understand that we cannot control the incoming information you will disclose to us or our representatives in the course of entering, or what we or our representatives will remember about your Submission. You also understand that we will not restrict work assignments of representatives who have had access to your Submission. By entering this Hackathon, you agree that use of information in our representatives unaided memories in the development or deployment of our products or services does not create liability for us;
- Understand that you will not receive any compensation or credit from us for use of your Submission, other than what is described in these Official Rules. This provision does not limit any compensation you may receive through us or third parties as a result of your use or marketing or profiting from the application beyond this Hackathon or as provided in these Official Rules.

Please note that following the end of this Hackathon you, your team and your Submission may be publicized as participating in the Hackathon, including distribution online or via media or posting on our site or a third party website. We are not responsible for any unauthorized use of your Submission by those accessing or viewing your Submission.

While we reserve these rights, we are not obligated to use your Submission for any purpose, even if it has been selected as a winning Submission. If you do not want to grant us these rights to your Submission, you may not enter this Hackathon.

What Other Conditions Am I Agreeing to by Entering and Participating?

By entering this Hackathon you agree:

- To abide by the Official Rules;
- To release and hold harmless Telerik, and its respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Hackathon and its promotion, or any prize won;



- Telerik decisions will be final and binding on all matters related to this Hackathon;
- We reserve the right to modify these Official Rules at our sole discretion.
- That, by accepting a prize, Telerik may use your proper name, age and city, country, and/or region of residence, image, employment information and team information, online and in print, or in any other media, in connection with this Hackathon, without payment or compensation to you, except where prohibited by law;
- To contact us prior to promoting or publicizing your participation in and, if applicable, your winning the Hackathon;
- To not use or display any Telerik trademark (including any logo or brand) without our priorwritten permission;
- We may contract third party vendors to assist and provide services related to the running and judging of this Hackaton; as a result Participants may be asked to agree to third party terms and conditions and must abide by any such terms and conditions; and

That (1) any and all disputes, claims, and causes of action arising out of or connected with the Hackathon, or any benefits received, or the administration of the Hackathon not resolved through internal adjudication shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the Bulgarian Court, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Hackathon and in no event entrant shall be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will an entrant be permitted to obtain awards for and entrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. That by participating in the Hackathon you also agree that:

TELERIK, ITS PARTNERS AND THEIR SUBSIDIARIES, AFFILIATED COMPANIES AND ALL OF THEIR RESPECTIVE OFFICERS. DIRECTORS. EMPLOYEES. REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND (WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR THEIR OR AN ENTRANT'S USE OF THE INFORMATION PROVIDED AND/OR MADE AVAILABLE THROUGH THE HACKATHON OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF HACKATHON PRIZE OR OTHER BENEFITS UNDER THE HACKATHON TO ENTRANTS. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES OR CONDITIONS THAT THE HACKATHON WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE HACKATHON. RELEASED PARTIES ASSUME NO RESPONSIBILITY FOR ANY COMPUTER-RELATED DAMAGES DUE TO DOWNLOADING MATERIALS. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO AN ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE HACKATHON, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. FURTHER, BY PARTICIPATING IN THE HACKATHON AND/OR ACCEPTING A PRIZE, ENTRANT AGREES THAT RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY ENTRANT AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR



MISUSE OF PRIZE, PARTICIPATION IN ANY HACKATHON-RELATED ACTIVITY, RELEASED PARTIES' USE OF ANY SUBMISSION OR PARTICIPATION IN THIS HACKATHON.

Participants also agree to release, defend, indemnify and hold harmless Released Parties from and against, and accept all responsibility of any kind, including but not limited to financial, for any liability, claims, losses, damages or proceedings, including but not limited for death, and including reasonable attorneys' fees, relating to any actions taken by a Participant, including submission of applications, or anyone else using an entrant's e-mail or team password or otherwise purporting to act on entrant's behalf in regard to the Hackathon (whether or not such use occurred with or without your permission).

What Laws Govern the Way This Hackathon Is Executed and Administered?

This Hackathon will take place in Sofia, Bulgaria and be governed by the laws of the Republic of Bulgaria.

What if Something Unexpected Happens and the Contest Can't Run as It Was Planned?

If someone cheats, or a virus, bug, bot, catastrophic event or any other unforeseen or unexpected event affects the fairness and/or integrity of this Hackathon, we reserve the right to cancel, change or suspend this Hackathon. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Hackathon, we reserve the right, but are not required, to select winners from among all eligible Entries received before we had to cancel, change or suspend the Hackathon.

If you or your team attempts to compromise the integrity or the legitimate operation of this Hackathon, or if we have reason to believe that you or your team have compromised the integrity or the legitimate operation of this Hackathon by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, we may seek damages from you to the fullest extent permitted by law. Further, we may disqualify you, and ban you from participating in any of our future Hackathons, so please play fairly.

How Can I Find Out Who Won?

A full list of all winners will be published on www.telerik.com/hackathon on or about October 19, 2014.