

## **Hacking Carrots Hackathon – Terms and Conditions**

### **Art. 1. General provisions**

1. These Terms and Conditions (“Terms and Conditions”) contain the terms and conditions of participation in an event called Hacking Carrots (“Hackathon”) organised by Fundacja Carrots with its registered office in Warsaw 02-676 at ul. Postępu 14, entered into the Register of Associations, Other Social and Professional Organisations, Foundations and Independent Public Health Care Institutions of the National Court Register, maintained by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register, with the following numbers: KRS (National Court Register Number) 0000695390, NIP (Taxpayer Identification Number) 5213794707 (“Organiser”). These Terms and Conditions are an integral part of the agreement concluded between the Organiser and the Hackathon participant (“Participant”).
2. Hackathon will be held on 7–9 June 2019 at HubHub at Postępu 14 in Warsaw (02-676).
3. All information about Hackathon is available at [hackingcarrots.org](http://hackingcarrots.org).
4. Hackathon’s objective is to stimulate creativity among the community of technological innovators and to direct it towards creating prototypes of technological products and services responding to the challenges defined by the Sustainable Development Goals.
5. During Hackathon, a Competition is held whose subject is an innovative solution – a technological product or service – which aims at solving problems defined by the Organisers in accordance with the Sustainable Development Goals. The winning solution will be selected according to the following criteria:
  - a. quality and innovativeness of the presented solution;
  - b. social utility of the idea;
  - c. compliance with the thematic scope of the challenge;
  - d. scalability of a product or service.
6. The Participants are obliged to behave in a way that does not endanger the safety of others, and in particular to follow the rules of the facility and the Terms and Conditions of Hackathon.
7. With regard to the Participant’s participation in Hackathon, the Participant shall grant the Organiser and the media, free of charge, the right to reuse photographs with the Participant’s physical likeness and content without the need to approve them each time. The consent covers the use, recording, processing and reproduction of the photographs taken through any medium for the purposes related to Hackathon and other events organised by the Organiser.
8. Participation in Hackathon requires the Participant’s consent to the provisions of these Terms and Conditions. If they are not accepted by the Participant, the Participant is not entitled to participate in Hackathon.
9. English will be the language used during Hackathon.

### **Art. 2. Conditions for participation in Hackathon**

1. Participation in Hackathon is voluntary.
2. Employees of the Organiser and their relatives are not allowed to participate in Hackathon.

3. The participants can participate in Hackathon as a team or individually. One team can consist of 2–5 participants.
4. Hackathon is open to the participation of natural persons who:
  - a. are over 18 years of age and have full legal capacity; or
  - b. are 16 years of age and have obtained parental or legal guardian consent to participate in Hackathon; and
  - c. have a confirmation of their participation in Hackathon (“Ticket”).
5. In order to receive the Ticket, the Participant is obliged to fill in an application form available at <https://hackingcarrotshackathon.evena.pl>, in which he or she must enter the following personal data (“Personal Data”):
  - a. name and surname;
  - b. age;
  - c. gender;
  - d. e-mail address;
  - e. phone number;
  - f. correspondence address;
  - g. nationality;
  - h. and provide additional information and meet additional criteria.
6. The Participants may submit their applications to participate in Hackathon from 12 April to 2 June 2019.
7. In justified cases, particularly in the case of false or incomplete information, the Organiser may refuse to issue a Ticket to a Participant or cancel the Ticket issued.
8. The maximum number of participants in Hackathon amounts to 150. The tickets are distributed on a first come first served basis.
9. The Participant is obliged to check the information on the Ticket with the data provided in the form completed by the Participant.
10. The Organiser reserves the right to verify, at any time, whether the statutory representative has agreed to the Participant’s participation in Hackathon referred to in Art. 5(b) above, requesting the Participant to submit a document containing a declaration of will regarding the granting of the consent. If the underage Participant fails to provide such a document promptly, the Organiser reserves the right to refuse him or her participation in Hackathon until the document is provided.
11. The Tickets are personal and cannot be sold or transferred. Each Ticket allows 1 (say: one) person to enter Hackathon and exchange it for one name badge.
12. The Organiser shall not cover or reimburse the costs of participation in Hackathon, travel and accommodation.
13. The Organiser may refuse the right to participate in Hackathon to any person who it reasonably believes that they have registered for the event for a purpose other than taking part in the Hackathon Competition (in particular to recruit employees). This registration will be deemed unsuccessful.
14. If the Participant resigns from participating in Hackathon or is unable to participate in the event due to a decision of the Organiser which is related to a breach of these Terms and Conditions, the Participant is not entitled to receive a refund for the Ticket price.

### **Art. 3. The course of Hackathon**

1. Hackathon begins on 8 June 2019 at 10:00 am and ends on 9 June 2019 at 7:00 pm. During this time, HubHub (the place where Hackathon will be held) will be closed

- from 11PM on Saturday till 8AM on Sunday.
2. During Hackathon the Organiser shall provide:
    - a. a treat;
    - b. beverages;
    - c. access to sanitary facilities;
    - d. wireless Internet access;
    - e. workspace;
    - f. consultation with mentors and experts;
    - g. a childcare corner on 8 and 9 June 2019 from 9.00 am to 5.00 pm;
    - h. yoga classes on 8 and 9 June 2019.
  3. Apart from the benefits referred to in Art. 2 above, the Participants shall perform the competition tasks using their own resources, in particular their own computer hardware.
  4. The Participant is obliged to confirm his or her arrival at Hackathon by registering on a list available at the registration point. At the request of the Organiser's representative, the Participant is obliged to present an ID document with a picture.
  5. During Hackathon, the Participants shall work in teams to develop prototypes of technological services or products that meet the challenges defined by the Organiser as part of the Sustainable Development Goals.
  6. When performing the tasks during Hackathon, the Participants will be able to seek expert advice on the planned solution.
  7. Hackathon shall end with a presentation of the created solutions before a Jury panel in order to pick the winner.

#### **Art. 5. Prizes, jury and evaluation criteria**

1. The Organiser provides for 1 main prize for the 1<sup>st</sup> place in the Competition. The main prize may be awarded to a team or an individual Participant.
2. The Organiser reserves the right to award distinctions and additional small prizes in kind to teams or individual Participants.
3. The Organiser reserves the right not to award prizes if none of the solutions developed by the Participants meets the requirements of the Competition.
4. The main prizes in the Competition are cash prizes in the amount of:
  - a. PLN 27750 (say: twenty seven thousand and seven hundred fifty zloty) for the 1<sup>st</sup> place;
5. The prize is funded by the Organiser.
6. The value of the cash prize shall be reduced by a flat-rate income tax in the amount of 10% paid by the Organiser (if the value of the prize or prizes exceeds PLN 2,000).
7. The Organiser adds 11.11% of the value of the prize to the material prize in order to pay the necessary taxes (the prize will include a flat-rate tax in accordance with the Art. 6 above), if the value of the prize or prizes exceeds PLN 2,000.
8. Pursuant to Article 41(7) of the Personal Income Tax Act of 26 July 1991, if the prize is in kind, the taxpayer (the Competition Participant receiving the prize) is obliged to pay the remitter (the Organiser) the amount of the advance payment or the amount of the flat-rate tax due (10% of the prize value) before making the prize (prize) or benefit available.
9. The Participants who have been awarded or distinguished are not allowed to transfer their rights to the prize to third parties.
10. If a prize has been awarded to a team of Participants, it shall be divided among them

in equal parts.

11. The main prize is paid out in cash / bank transfer within 60 days after the end of Hackathon.
12. The evaluations of the developed solutions are performed by the Competition jury, which consists of at least 5 members, selected by the Organiser. The jury will be published at [hackingcarrots.org](http://hackingcarrots.org) on the starting day of Hackathon at the latest.
13. When awarding prizes, the jury considers the following criteria:
  - a. quality and innovativeness of the presented solution;
  - b. social utility of the idea;
  - c. compliance with the thematic scope of the challenge;
  - d. scalability of a product or service.
14. The Jury makes its decisions by the ordinary majority of votes. Its decisions are final and cannot be appealed against.
15. After the specified period, it is forbidden to make any changes or corrections in relation to the prepared solution. Any changes and corrections made after the deadline will not be taken into account by the jury.
16. The Organiser shall not be liable for any legal defects in the tasks performed by the Participants, and in particular for any claims of third parties resulting from the infringement of their personal rights or intellectual property rights, including failure to comply with the provisions of the Act of 4 February 1994 on Copyright and Related Rights in connection with the performance of tasks during Hackathon.
17. It is strictly forbidden to create any content which is illegal, which in any way violates the applicable law, incites to racial, ethnic, religious hatred, includes pornographic content, approves fascism, Nazism, communism, promotes violence, profanity, infringes the rights of others, reproduces physical likeness without authorization.

## **Art. 6. Intellectual property rights**

1. The Participant declares that all results of the work created during Hackathon at the time when they are conveyed as projects, drafts, mock-ups, drawings, descriptions, photographs, films, animations, graphics, codes, prototypes, presentations or in any form which is its original form, do not contain borrowings and do not imitate other works, in particular that they do not violate any rights of third parties.
2. If a Participant's work produces software or another work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, the Participant undertakes to make the created software available under the terms of the MIT License (X11 License) and other created works under the terms of the CC BY-SA 4.0 licence (Attribution – under the same conditions: 4.0 International).
3. The MIT License (X11 License) is one of the open source licences. It constitutes a basis on which users have the right to use, copy, modify and distribute (which includes selling) original or modified software. The only requirement is that all versions maintain the licence terms and provide information about the author. The MIT License allows for using the source code both for free software and for proprietary (closed-source) software.
4. Under the CC BY-SA 4.0 licence, a work may be copied and distributed in any medium or format, and may be remixed and its content modified (including for commercial purposes). The condition is that the work must be appropriately marked, a link to the licence must be provided and any changes (if introduced) must be indicated.

A processed or remixed work should be distributed under the same conditions as the original.

#### **Art. 7. Special rules for the participation in Hackathon**

1. The Organiser reserves the right to change the date of Hackathon for reasons beyond its control. The Organiser undertakes to inform the Participants about the introduced changes by sending an e-mail to the address of the Participant provided in the registration form. The Participant has the right to resign from participation within 4 days from receiving the information, by sending resignation information to [hello@gocarrots.org](mailto:hello@gocarrots.org). Lack of resignation is equivalent to the acceptance of the introduced changes.
2. The Participants who are present at Hackathon are obliged to respect order and the rights of third parties. The Participant is obliged to observe the safety and health rules and fire safety regulations in force on the premises of Hackathon facilities, as well as the instructions and organisational and technical guidelines of the Organiser's representatives. The documents referred to in this paragraph may be reviewed during Hackathon.
3. Within the premises where Hackathon is held, it is forbidden to market one's own or third party's services unless the Organiser has given its prior written consent.
4. On the site of Hackathon, it is prohibited to promote content that is not permitted by law or the rules of social conduct.
5. In the facilities where Hackathon is held it is forbidden to register, record and photograph without the Organiser's written consent.
6. The Organiser reserves the right to remove any person who does not follow these Terms and Conditions from the premises of Hackathon without the right to return there or to claim any reimbursement of any costs or expenses incurred in connection with the participation in Hackathon.
7. The Participant is obliged to cover all costs related to the repair of damage he or she caused, which will be incurred by the Organiser if third parties file claims against the Organiser, which are related to the damage caused by the Participant.
8. Employees, co-workers and volunteers are considered to be the representatives of the Organiser during Hackathon.

#### **Art. 8. Complaints**

1. All complaints related to the organisation and course of Hackathon may be directed to the Organiser:
  - a. by e-mail to [hello@gocarrots.org](mailto:hello@gocarrots.org);
  - b. by traditional mail to the address of the Organiser's registered office.
2. The Organiser undertakes to respond to the complaint within 14 days from the date of its receipt. If the Organiser fails to do so within the above mentioned time limit, the complaint shall be deemed justified.

#### **Art. 9. Personal data protection**

1. The principles of personal data processing by the Organiser are indicated in the

Privacy Policy available at [hackingcarrots.org](http://hackingcarrots.org).

#### **Art. 10. Final provisions**

1. The Organiser is not responsible for items lost or left behind by the Participant during Hackathon.
2. In the matters not covered by these Terms and Conditions, the provisions of the Polish law shall apply.
3. The court competent to settle any disputes arising in connection with the execution or performance of an agreement concluded with the Participant is the court competent under the provisions of civil procedure.
4. In the event that Hackathon does not take place for reasons beyond the control of the Organiser, the Participant shall not be entitled to any compensation or refund of any fees associated with the participation in Hackathon.
5. The Organiser determines the Hackathon agenda and has the right to amend it also on the day on which Hackathon is held, including the right to change the schedule, the sequence of speeches, and the speakers. The Organiser shall inform the Participants about each change on the Website.
6. The Participant who is a consumer shall have access to non-judicial complaint and claim assertion procedures. Detailed information on the possibility of using non-judicial complaint and claim assertion procedures by the Participant who is a consumer along with the rules of access to these procedures may be found in the offices and on the websites of powiat (municipal) consumer advocates, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and on the website of the Office of Competition and Consumer Protection ([www.uokik.gov.pl](http://www.uokik.gov.pl)). The Participant who is a consumer may use the online dispute resolution (ODR) platform available at <http://ec.europa.eu/consumers/odr>.
7. This version of the Terms and Conditions shall enter into force on 25 February 2019 and was updated on 30 April 2019.
8. The Terms and Conditions are available on the Organiser's website, as well as in the Organiser's office.
9. The current version of the document might be also downloaded in PDF format at [hackingcarrots.org](http://hackingcarrots.org).