

PARTICIPATION TERMS & CONDITIONS

These are the terms and conditions (“**Terms**”) governing participation in the HackerFest (the “**Hackathon**”) This Hackathon is organised by the Defence Science and Technology Agency (“**DSTA**”).

Please read these Terms carefully before registering for this Hackathon, as they will form a legally binding agreement between DSTA and you. If you or any member of your team does not accept these Terms, you and/or your team will be disqualified and will not be eligible to participate in this Hackathon. By registering for and participating in this Hackathon, you or any member of your team confirm that you have read, understood, fully agree to and unconditionally abide by these Terms.

1. ELIGIBILITY

- 1.1 This Hackathon is open to individuals aged 18 years old and above (as of 22 Oct 2018).
- 1.2 Employees of DSTA and their family members are not eligible to participate in the Hackathon.

2. TEAM PARTICIPATION

- 2.1 You may register to participate in this Hackathon individually or as a team of up to 6 members. If you are participating with a team, references to “you” in these Terms shall be a reference to “you” and your team. You shall ensure each of your team members complies with these Terms. Any breach of these Terms by you or any of your team members may disqualify you and your team from participating in this Hackathon.
- 2.2 Each individual can be a member of only one team in the Hackathon.

3. REGISTRATION TIMELINE

- 3.1 You are required to register for this Hackathon by completing the registration process on the website. By submitting your information, you warrant that all information provided by you during the registration process and your participation in this Hackathon, are accurate and complete. If you are participating as a team, each team member shall also register for this Hackathon by completing the registration process.
- 3.2 Registration for this Hackathon closes on 19 Nov 2018, 12a.m (Singapore Time) (“**Closing Date**”). DSTA reserves the right in its sole discretion to disqualify any late registrations. Except with the prior written consent of DSTA, no amendments shall be made to any registrations (including the composition of any team) after the Closing Date.
- 3.3 The Hackathon commences on 24 Nov 2018 and ends on 25 Nov 2018 (both days inclusive).

4. ENTRY REQUIREMENTS

- 4.1 All software and/or solutions (“**Submissions**”) submitted by you must not infringe the intellectual property rights of any third party. If you will be submitting any music, videos, or graphics with your Submissions, you must have obtained the relevant rights, licences and/or approvals.
- 4.2 All Submissions must not contain any offensive, obscene, indecent, inappropriate, hateful, threatening, malicious, corrupt, defamatory or libellous expressions.

5. CHANGES TO THE HACKATHON

- 5.1 DSTA reserves the right at its sole and absolute discretion at any time to change, amend, revise, suspend or discontinue the Hackathon or any part of it. Any changes and/or discontinuation to the Hackathon will be announced on this website, and will take effect from the date that the change and/or discontinuation is posted on this website.
- 5.2 By continuing with your participation in this Hackathon, you confirm that you have read, understood, fully agree to and unconditionally accept any such changes made by DSTA.

6. EQUIPMENT AND EXPENSES

- 6.1 Your participation in this Hackathon is at your own risks and expense, and you shall (a) be solely responsible for providing all hardware, software and other relevant equipment; and (b) bear all associated costs and expenses relating to and/or arising out of your participation in this Hackathon.
- 6.2 DSTA shall only be providing electrical outlets (for electronic devices) to participants of this Hackathon, subject to availability.

7. INSTRUCTIONS AND SUBMISSIONS

- 7.1 You shall comply with all instructions and/or directions that DSTA may provide at any time, with regards to the administration and/or conduct of this Hackathon. You shall also comply with any additional instructions or requirements regarding the format and manner of presenting your Submissions to DSTA. Details can be found on the website.

8. ASSESSMENT

- 8.1 All Submissions submitted by you for this Hackathon shall be assessed by a panel appointed by DSTA. The panel will, at its sole and absolute discretion, select, score and rank the top participants or teams. All decisions by the judges are final and not subject to review and/or appeal (“**Final Results**”).

9. AWARDS

- 9.1 All awards, including any awards available and the eligibility criteria to receive any awards, are determined by DSTA at its sole and absolute discretion. DSTA reserves the right at any time to change, substitute and/or forfeit the award(s) available and/or eligibility criteria to receive any awards. Awards cannot be transferred or substituted by any recipient and/or exchanged for any cash or other awards. If any participant and/or team does not accept any award, DSTA may at its sole and absolute discretion, forfeit the award entirely and/or select an alternate recipient to receive the award.
- 9.2 By registering for and participating in this Hackathon, you or any member of your team confirm that by accepting any award, you agree to participate in any marketing, promotion, publicity and/or other key events relating to the Hackathon. Further details on the awards and/or other key events can be found on the website.

10. DISQUALIFICATION OR WITHDRAWAL

- 10.1 At any time before the Final Results are announced, you may withdraw from further participation in this Hackathon, by giving written notice to DSTA with the reasons for your withdrawal. DSTA reserves the right at its sole and absolute discretion at any time to disqualify and prevent you from further participation in the Hackathon, if DSTA at its sole and absolute discretion determines that:
- (a) Your Submissions: (i) contains any offensive, obscene, indecent, inappropriate, hateful, threatening, malicious, corrupt, defamatory or libellous expressions and/or content; (ii) violates the terms of use of any website, social media service or platform, mobile application or any other platform used in connection with your Submission; (iii) infringes any intellectual property rights of any third party; (iv) violates any applicable law; or (v) does not comply with any of these Terms; or
 - (b) You are involved in any: (i) verbal or physical abuse, inappropriate touching or harming of DSTA's staff, any other persons and/or participants involved in the Hackathon; (ii) damage and/or destruction to any equipment, property or chattel belonging to DSTA or any other person during the course of the Hackathon; (iii) breach of these Terms or any other agreements entered into in connection with this Hackathon; (iv) compromising (or attempting to compromise) the operation of this Hackathon, including by cheating or committing fraud in any way; or (v) where continued participation in the Hackathon may affect your health or personal well-being.
- 10.2 When exercising its rights of disqualification, DSTA may at its sole and absolute discretion determine whether to disqualify you, one or more members of your team or your entire team. If certain member(s) of your team are disqualified, the remaining member(s) may continue participating in this Hackathon without the disqualified member(s), and without the right to replace any disqualified member(s). The remaining member(s) may also elect to withdraw from the Hackathon. You agree that DSTA shall not be liable for any losses or damages you may suffer, arising out of any such changes or discontinuation.

11. INTELLECTUAL PROPERTY

- 11.1 You will retain ownership over any intellectual property (including your Submission) developed, created or generated by you prior to and during the course of the Hackathon. In consideration of your participation in the Hackathon, you will grant to DSTA, a non-exclusive, transferrable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, modify, reproduce, distribute and create derivative works (or have others exercise such right and licence on their behalf) of all intellectual property in any Submission (including copyright in any source or object codes), whether or not for DSTA's business or operational purposes, and including the right to sub-license such intellectual property or derivative works. For the avoidance of doubt, the ownership of all intellectual property comprised in any derivative works created by or for DSTA shall vest solely in DSTA.

12. WARRANTIES

- 12.1 By registering for and participating in this Hackathon, you represent, undertake and warrant that: (a) you have the requisite rights, licenses and approvals necessary to grant the license in Clause 11 to DSTA; (b) your Submission will not infringe upon any third party intellectual property or proprietary rights (including confidential information or trade secrets); (c) your Submission will not incorporate or be developed with any equipment, software or tools that would prevent or prohibit DSTA from using the licence expressly stated in the manner described in Clause 11 above; and (d) DSTA will not be required to seek the consent of a third party to use the licence expressly stated in the manner described in Clause 11 above.

13. DISCLAIMERS

- 13.1 This Hackathon and any services or materials provided by DSTA in connection with this Hackathon, are made available on an "as is" and "as available" basis. DSTA hereby disclaims all representations, conditions and warranties of any kind, whether express, implied or otherwise, in relation to this Hackathon and the services or materials provided in connection with this Hackathon, and DSTA disclaims all liability in respect of the Hackathon, to the extent permissible by law.

14. INDEMNITIES

- 14.1 You shall indemnify DSTA (including for this purpose, every officer and department thereof) and keep DSTA fully indemnified against all actions, proceedings, claims, demands, judgments, awards, costs, losses, charges, penalties, reasonable attorney's fees (on an indemnity basis), damages and any expenses of any nature which may be made or brought against or suffered or incurred by DSTA, whether directly or indirectly arising out of or in connection with your failure to comply with your obligations under these Terms.

15. LIMITATION OF LIABILITY

- 15.1 In no event shall DSTA be liable to you for any special, indirect, incidental, consequential damage of any nature whatsoever including any loss of profits, loss of

revenue, contracts, anticipated savings or business, pure economic loss, loss or corruption of data, loss of opportunity and/or expectation loss. The Authority's aggregate liability to you, whether in contract, tort (including negligence) or otherwise for any and all losses, damage or liabilities caused or arising from any breach, failure or default to perform any of its obligations (whether arising under these terms or at law), and regardless of the number of claims, shall not exceed the aggregate sum of S\$1,000.

16. TERMINATION

- 16.1 Without prejudice to the foregoing or any part of these Terms, DSTA reserves the right to discontinue, terminate or postpone this Hackathon at any time, at its sole and absolute discretion, without prior notice to you, and without incurring any liability to you. In the event of such termination, DSTA shall not be liable to you by reason of such discontinuance, termination or postponement and Authority shall be discharged from any liability under these Terms.
- 16.2 Clauses 11 to 16 shall survive the conclusion of this Hackathon or the termination of these terms.

17. PERSONAL DATA

- 17.1 DSTA may be required to collect your personal data during the course of your registration and/or participation in this Hackathon. By registering for this Hackathon, you consent to DSTA's use of your personal data in connection with the Hackathon, including for the publication of your photos or recordings on such media platforms that DSTA may from time to time determine for the purposes of promoting or reporting on this Hackathon.

18. AMENDMENTS

- 18.1 DSTA may at its sole and absolute discretion amend these Terms, by publishing the amended terms on this website. The amended Terms shall take effect and bind you upon publication.

19. THIRD PARTIES

- 19.1 A person who is not a party to the Terms has no right under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any of the provisions in these Terms.

20. GENERAL TERMS

- 20.1 These Terms contains the entire and whole agreement between the parties in relation to this Hackathon, and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements relating to this Hackathon.
- 20.2 In the event that any provision of these Terms is held to be invalid, illegal or unenforceable, such provision shall be deemed amended to achieve the effect of the intent of the Parties in a valid, lawful and enforceable manner, or if not possible then

deleted and ineffective to the extent thereof, without affecting any other provision of these Terms.

- 20.3 A waiver of a party's rights shall be in writing and shall not prevent the party's further exercise of the same or any other right.

21. GOVERNING LAW

- 21.1 These Terms and all subsequent variations shall be deemed to be made in Singapore and shall be subject to, governed by and construed in accordance with the laws of the Republic of Singapore.