ONTOCHAIN HACKATHONS- TERMS AND CONDITIONS

ONTOCHAIN project offers the online ONTOCHAIN Hackathons ("Hackathons"), inviting Participants to develop blockchain-based applications, on top of the ONTOCHAIN services. These Terms and Conditions (the "Terms") apply to your application and participation in the Hackathons, and in addition to any other Hackathons terms, describes the Hackathons' requirements as well as the Prizes that you may receive as a potential Finalist in one of the Hackathons. The Hackathons are organised by the ONTOCHAIN consortium and are open from 22 May 2023, to 21 July 2023 (17:00 CEST) for applications.

Hackathon #1 - Developing trustworthy applications that address human rights will be held online on 28 and 29 July 2023. Hackathon #2 - Developing trustworthy applications for commerce & other services will be held online on 4 and 5 August 2023.

Your participation in the Hackathons is entirely voluntary, but if you are participating in the ONTOCHAIN hackathons, you must strictly adhere to these terms. Therefore, please read these Terms prior to participation to ensure you understand and agree. You agree that creation or use of an Application in the Hackathons constitutes agreement to these Terms. You may not submit an Application to the Hackathons and are not eligible to receive the prizes described in these Terms unless you agree to these Terms. These Terms form a binding legal agreement between you and the Hackathons Organiser with respect to the Hackathons.

If, as part of your voluntary participation, you meet the criteria listed below and are selected as a winner in one of the Hackathons, you will receive certain amounts of money ("Prizes") upon selection by the judging panel. Prizes are awarded at the sole discretion of the Judging Panel.

1. Definitions:

"Applicant" means all individuals and/or teams that submit an entry to take part in the Hackathons.

"Participant" means all individuals and/or teams that are selected to participate in the Hackathons.

"Team Leader" means the Participant's point of contact with the Hackathon organisers.

"Winner" means all individuals and/or teams whose solutions are selected by the Judging Panel during the Hackathons to receive one of the Prizes.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secret rights, work, and any other tangible or intangible property rights recognized in any country or jurisdiction in the world.

"Participant Materials" means any materials or information provided by you (including your team members) to ONTOCHAIN in connection with the Hackathons.

"Prize" means the eligible amount of money, which may be awarded to Participants who have been selected to participate in the Hackathon and have been chosen as a winner by the Judging Panel.

"Project" means the materials and content that you submit (or desire to submit) to ONTOCHAIN for review and/or consideration by the Hackathons Judging Panel under these Terms.

"ONTOCHAIN Materials" means all information and materials that may be provided to Participants by ONTOCHAIN in the course of the Hackathons and all Intellectual Property Rights thereto.

"Judging Panel" means the team of individuals who will select certain teams as prize winners for the Hackathons and consists of a qualified group of judges with relevant and varying expertise.

Furthermore,

"We" or the "Hackathons Organiser" will be understood to be the ONTOCHAIN contractor and

"You" will be understood to be the Applicants and/or Participants.

2. Eligibility; Hackathons Requirements:

2.1. Eligibility: You may only participate in the ONTOCHAIN Hackathons if:

o You have the age of majority required in the jurisdiction of the country in which you reside at the time of entry in the Hackathons.

o You are legally established/resident in any of the following countries:

> o The Member States (MS) of the European Union (EU), including their outermost regions;

> o The Overseas Countries and Territories (OCT) linked to the Member States1;

> o H2020 associated countries (those which signed an agreement with the Union as identified in Article 7 of the Horizon 2020 Regulation): according to the updated list published by the EC;

> o The UK Applicants are eligible under the conditions set by the EC for H2020 participation and as long as they comply with the same eligibility rules as the other Applicants.

If you are entering as part of a company or on behalf of your employer, these rules are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a reward. You further warrant that your actions do not violate your employer's or company's policies and procedures.

By participating you warrant that:

o You have the authority to enter into these Terms.

o The Project is yours or you have the right to use it and grant us the rights and licence as provided in these Terms and the posting of your Project does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

o The Project will not cause you or us any breach of law, regulation, rule, code or other legal obligation.

o The Project could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, threatening and in any case abusive, liable to incite racial hatred, in breach of confidence or in breach of privacy.

o The Project will not be unsolicited, undisclosed or unauthorised advertisement.

- None of your Participant Materials violate or misappropriate a third party's Intellectual Property Rights or contain any illegal or defamatory materials.
- You agree to keep all records necessary to establish that your Content does not violate any of the requirements this clause and make such records available upon our reasonable request. We are under no obligation to regularly monitor the accuracy or reliability of your Content incorporated into the Platforms.

We reserve the right to modify or remove any Content at any time.

2.2. Application: Your Application is in English and is free of charge.

The Hackathons are open to individuals or Teams of up to 5 members, natural or legal persons in both cases, that have submitted a completed Hackathon application, using the official proposal template, via the Hackathons form available at https://ontochain.ngi.eu/ontochain-hackathons and https://griechenland.ahk.de/dienstleistungen/projektberatung/ontochain/registratio n, and were selected among the 20 Applications accepted for each Hackathon by the Judging Panel.

If you are an employee of one of the ONTOCHAIN consortium partners, or if you and/or your employer has previously been funded by the ONTOCHAIN project, you are not eligible to participate in the Hackathons.

You can submit one (1) Application for each of the Hackathons, but you can only be accepted in one. In case your proposal ranks among the top 20 applications for more than one Hackathon, it will be accepted only at the one in which it ranks higher.

Only Applications submitted within the application period will be evaluated.

Applications that have been submitted past the abovementioned deadline are not eligible for evaluation by the Judging Panel.

2.3 Participants selection: The Judging Panel will evaluate Applications received, based on 5 criteria:

- Criteria 1 (Weighting - 30%) - How you can benefit from the ONTOCHAIN software platform

- o Criteria 2 (Weighting - 40%) - Application idea (relevance, creativity, innovation and originality, application screenshots/mockups, user experience)
- o Criteria 3 (Weighting - 30%) - Team credibility (professional experience, past projects, academic activities, grades, degrees, lines of codes in open-souce projects, any other related activities)

Criteria will be scored using a scale of 1 - Very Insufficient to 5 – Excellent. Respectively for each Hackathon, the top 20 Applications will be accepted. In case of a tie, priority will be given to the application first submitted.

2.4 Participation requirements: The Hackathons will take place online on the dates announced on https://ontochain.ngi.eu/ontochain-hackathons. Each selected Participant is responsible for bringing to the Hackathons their own computer, to assure a good/stable Wi-Fi connection and to be available to present their work to the Judging Panel during the final part of the Hackathons. The events agenda is published in Central European Summer Time (CEST). Participants are responsible for determining the corresponding time zone in their respective jurisdictions.

3. Judging and Prizes:

3.1 Participants' projects evaluation criteria: To be eligible to receive any Prizes, you must be selected by the Judging Panel. All Prizes are listed on the Hackathon Site (https://ontochain.ngi.eu/ontochain-hackathons). The awarding of Prizes as part of the Hackathons is within ONTOCHAIN's sole discretion and all decisions related to the Hackathons are final and non-appealable.

The Participants' Projects developed as part of the ONTOCHAIN Hackathons will be evaluated by the Judging Panel according to 5 criteria:

- o Criteria 1 (Weighting - 15%) - Innovativeness and creativity of intended results. Has the team come up with an idea for a project that sounds exciting and challenging to tackle?
- o Criteria 2 (Weighting - 30%) – Usefulness of the ONTOCHAIN services for their application and credibility of their integration with ONTOCHAIN services used in developing the solution. Has the project been able to use ONTOCHAIN services and to what extent?

- Criteria 3 (Weighting - 15%) - Exploitation potential of results. Has the project been able to demonstrate transferable results which can be used in the future or in the market?

- Criteria 4 (Weighting - 25%) - Presentation of results/ Informative Demo. The team will have 3 minutes to present their results/ product live and cogently and concisely tell us about any problems encountered, the solutions introduced, the tools leveraged and the lessons learned.

- Criteria 5 (Weighting - 15%) - Completeness of results/ Execution. To what extent did the team successfully execute upon the project concept over the course of the hackathon?

Criteria will be scored using a scale of 1 - Very Insufficient to 5 - Excellent.

A total of €6.000,00 in rewards will be given per Hackathon, after the evaluation performed by the Judging Panel, based on the above criteria, with the following distribution:

- 1st place: 3.000,00 €

- 2nd place: 2.000,00 €

- 3rd place: 1.000,00 €

The monetary prizes will be paid either:

- To the corresponding individual, in case the Participant is one individual, or

- To the team Leaders that should be in charge to manage it according to agreement made internally by the Team members, in case the Participant is consisted by a Team of more than one members. This agreement is the sole responsibility of the Applicant.

3.2 Winners announcement: The Hackathons winners will be announced at the end of the corresponding Hackathon. Each winning Team Leader will be contacted via the e-mail address provided in the Application form within seven (7) days following the corresponding Hackathon, requesting Bank details for payment. Payment of monetary prizes are subject to the express requirement that the winning Participant

or the Team Leader of the winning Participant (in case of a Team) submits this information to the Hackathon organiser within fifteen (15) days, following the e-mail notification.

The monetary prizes will be paid in Euros to the Team Leader, up to 30 days after reception by the Hackathon organiser of the Team Leader Bank details, as well as the reception of the demonstration material mentioned in section 6.3. All taxes imposed on prizes are the sole responsibility of the Prizes recipients.

In the event selected winner cannot be reasonably notified, verified or confirmed based on two (2) attempts (and further attempts at the Hackathon organiser' sole discretion), a Hackathon Prize is declined. In case a selected Winner is determined not to be eligible for Hackathons participation for whatever reason, or the winning Team Leader does not provide the Bank details in due time, that Prize will not be awarded.

4. General Conditions:

All EU, National, provincial and local laws and regulations apply. The Hackathon Organiser reserves the right to disqualify any Applicant or Participant from the Hackathons if, in the Hackathons Organiser's sole discretion, it reasonably believes that the Applicant or Participant has attempted to undermine the legitimate operation of the Hackathons by cheating, deceiving, or using other unfair playing practices or annoys, abuses, threatens or harasses any other Participant, the Hackathons Organizer, or the Judging Panel.

5. Liability:

The Hackathons Organizer will not in any circumstances be responsible or liable to compensate winners or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Hackathon.

The Organizer will not be responsible for:

o   Any incorrect or inaccurate information, whether caused by participant, printing errors or by any of the equipment or programming associated with or utilised in the Hackathon.

o   Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in network hardware or software.

- Loss or corruption of data.
- Unauthorised human intervention in any part of the entry process or the Hackathon.

The Hackathons organiser is not responsible for any malfunction of the entire Hackathon site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Applications or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Hackathons site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit a participant's ability to participate.

It is the Participant's responsibility to take appropriate measures to protect his own data and/or software located on his computer equipment, against any violation. The Participant's connection to the event websites and their participation in the Hackathon is made under their sole responsibility. The Organizer shall not be held responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

Participants remain solely and entirely responsible for the damages caused by them or their equipment to goods or people during the hackathon. They must see to covering their risks by their own insurance and renounce any right to resort to the Organiser or in that respect.

6. Marketing and Promotion:

6.1. Publicity: You will not issue any press releases or similar public announcements in connection with these Terms (including statements regarding the terms and conditions of these Terms and the details of the Hackathons), without the prior written approval of the Hackathons organiser.

6.2. Publication in List: You agree that ONTOCHAIN may, but is not required, to include the winning Proposals in published lists and similar compilations on its online properties during the term of the Terms and after the Hackathons have concluded, including on webpages, promotional materials, publications, and other promotional materials without additional compensation, unless prohibited by law.

6.3 Demonstration material: All Participants grant ONTOCHAIN a royalty-free access to the software developed in the context of the Hackathons, or to demonstration material, for demonstration purposes only. ONTOCHAIN cannot use these for commercial purposes.

6.4 All Participants grant ONTOCHAIN the right to use their name, image, and likeness for the purposes of producing, promoting, and advertising the Hackathons results and the ONTOCHAIN software ecosystem.

6.5. Public Relations. You will: (a) conduct your business and activities in connection with these Terms in such a manner so as to promote a good image and public relations for the ONTOCHAIN; (b) not engage in any unfair or deceptive trade practice involving ONTOCHAIN project, or services; and (c) not make any false, misleading or disparaging representations or statements with regard to the ONTOCHAIN Project, or the ONTOCHAIN services.

6.6. Any dissemination of outcomes (in any form, including electronic) obtained within the Hackathons must display the following text: "This application has been supported by the European Union's Horizon 2020 research and innovation program through the NGI ONTOCHAIN program under cascade funding agreement No 957338."

7. Representations and Warranties:

Disclaimer: The ONTOCHAIN websites, including the ONTOCHAIN software ecosystem and any ONTOCHAIN materials you may have access to in connection with the Hackathons are provided "as-is" and "as available," with all faults, defects and errors,

and without warranty of any kind. The Hackathon organiser disclaims all representations and warranties (express, implied, arising by law or otherwise) in connection with these terms, including any representations or warranties regarding merchantability, fitness for a particular purpose or non-infringement. The Hackathon organiser makes no representation or warranty that: (i) the Hackathons, ONTOCHAIN websites or ONTOCHAIN materials will meet your requirements, their operation will be uninterrupted or error-free or that any errors will be corrected; (ii) your projects will be compatible with current or future versions of ONTOCHAIN's services; or (iii) you will profit or derive any economic benefit from your participation in one of the Hackathons.

8. Intellectual Property:

8.1. Ownership: The Applicant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Proposal. By submitting an Application to the Hackathons, the Applicant warrants and represents that he or she owns all of the intellectual and industrial property rights in and to the Application.

The Participants own the intellectual property rights of the original idea and work they develop as part of the participation in the hackathons. ONTOCHAIN or any of its partners will not own the rights or the ideas developed, regardless of the idea being awarded or not. ONTOCHAIN and its partners, independently of the type of involvement in and contribution to the development of the idea, will not own any part of the idea or design, unless a written agreement or transfer of rights is implemented by the participants and all parties, including those of ONTOCHAIN.

8.2. Participant Materials: By participating in one of the Hackathons, you hereby grant to ONTOCHAIN a non-exclusive, irrevocable, perpetual, worldwide, royalty-free right to use, reproduce, modify, distribute, display, publish, perform, create derivative works from, transmit and access your Participant Materials, in whole or in part, for advertising and/or marketing purposes worldwide in connection with the Hackathons (and any subsequent Hackathons) and with the ONTOCHAIN's marketing, and for promotion of the ONTOCHAIN software ecosystem, in any media formats, through any media channels or otherwise. You also agree that any creative ideas, suggestions, or other materials you submit in connection with these Hackathons, in any form, are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and ONTOCHAIN in any way, and that you have no expectation of review, compensation, or consideration of any type

either now or in the future. You also agree that your Participant Materials will be provided as open source.

8.3. Hackathon Materials: In connection with your creation of the Participant Materials, ONTOCHAIN hereby grants Participants, during the Term, a limited licence to use the HACKATHON Materials solely in connection with Participant's participation in the Hackathon. Such a limited licence will automatically terminate once you are no longer a Participant in the Hackathon. You acknowledge that you don't own any part of the ONTOCHAIN services that you may use/modify.

9. Confidentiality:

At all times, during the term of these Terms and thereafter, and to the fullest extent permitted by law, you agree to hold all Confidential Information (as defined below) in strict confidence, not to directly nor indirectly use or share it in any way, commercially or otherwise, except for purposes contemplated under the Hackathons, and not to disclose it to others. You also agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

As used herein, "Confidential Information" means any information, materials or knowledge regarding ONTOCHAIN project and services that is disclosed to you or to which you have access in connection with participating in one of the Hackathons. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of you; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Notwithstanding the foregoing, Confidential Information includes any information that, due to its nature or the circumstances of its disclosure, a reasonable person would know, or would have reason to know, should be treated as confidential.

10. Elimination:

Any false information provided within the context of the Hackathons by any Applicant or Participant concerning identity, mailing address, telephone number, email

address, ownership of right or non-compliance with these Terms or the like may result in the immediate elimination of the entrant from the Hackathon.

11. Right to cancel, modify or disqualify:

11.1 If for any reason the Hackathons are not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or for any other reason, the Hackathons Organiser reserves the right at its sole discretion to cancel, terminate, suspend the Hackathons or modify them as per dates, rules and prizes. The Organizer is not responsible for any loss or inconvenience caused by such modifications or termination.

11.2 The Hackathon Organiser further reserves the right to disqualify any Applicant who tampers with the submission process or any other part of the Hackathons or Hackathons site. Any attempt by an entrant to deliberately damage any website, including the Hackathons site, or undermine the legitimate operation of the Hackathons is a violation of criminal and civil laws and should such an attempt be made, the Hackathon Organiser reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.

12. Termination:

The term of these Terms continues until (i) the completion of Participant's participation in the Hackathon or (ii) these Terms or Hackathon is terminated by ONTOCHAIN, whichever is earlier (the "Term").

Once you breach these Terms & Conditions, we may terminate without limitation your participation providing a written notification (email). This termination will take effect immediately after such termination email has been dispatched. Upon termination, the right to benefit from the Hackathon event will immediately cease.

If you wish to terminate your participation, you may do so in providing a written notification by email. This termination will take effect immediately after such termination e-mail has been sent. In this case, however, the terms that survive the termination will not cease to effect.

13. Privacy Policy and Personal Information:

The personal information and materials submitted by you in connection with your application to join the Hackathon and what you provide to us in connection with your participation in the Hackathon will be used for the purposes described in these Terms and will otherwise be handled in accordance with the Privacy Policy provided in the registration form available at https://griechenland.ahk.de/dienstleistungen/projektberatung/ontochain/registration?no_cache=1

The personal data that you share during your participation will not be shared with any parties other than the Organisers and solely for the purposes of the Hackathon event. Explicit consent for another uses of your personal data is requested during the registration process.

Personal Data submitted by Participants in the Hackathon will be treated in accordance with the applicable data protection laws.

14. Governing Law; Dispute Resolution:

Any disagreement or dispute which may arise in connection with these Terms and which the Parties are unable to settle by mutual agreement will be brought before the courts of Brussel, Belgium.

15. Ethics:

Any ethical clearance and compliance with the GDPR is the sole responsibility of the Applicant at the time of adhesion to the Hackathon.

16. Contact:

If you have any questions about the Hackathons or these Terms, please contact ontochain@ngi.eu.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT APPLY OR OTHERWISE PARTICIPATE IN THE HACKATHONS.