
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 15 June 2023 (17:00 CEST) for applications.

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 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.

2. Eligibility; Hackathons Requirements.

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

- You are over 18 years old or are the age of majority in the jurisdiction in which you reside at the time of entry in the Hackathons.
- You are legally established/resident in any of the following countries:
 - The Member States (MS) of the European Union (EU), including their outermost regions;
 - The Overseas Countries and Territories (OCT) linked to the Member States];
 - 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.
- o Your Application is in English.

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.

2.2. Application: The Hackathons are open to Teams of 1 up to 5 members 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/registration>, 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 can only be accepted in one. In case your proposal ranks among the top 20 applications for both Hackathons, it will be accepted only at the one in which it ranks higher.

Only Applications submitted within the application period will be evaluated.

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

- o 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)

- Criteria 3 (Weighting - 30%) - Team credibility (professional experience, past projects, academic activities, grades, degrees, lines of codes in open-source 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. Participants are responsible for determining the corresponding time zone in their respective jurisdictions. The events agenda is published in Central European Summer Time (CEST),

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:

- 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?
- 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.

The monetary prizes will be paid to the corresponding team Leaders that should be in charge to manage it according to agreement made internally by the Team 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 Tax and Bank details for payment. Payment of monetary prizes are subject to the express requirement that the winning Team Leader 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, up to 30 days after reception by the Hackathon organiser of the Team Leader Tax and Bank details, as well as the reception of the demonstration material mentioned in section 5.3. All taxes imposed on prizes are the sole responsibility of the Prizes recipients.

The dates for the non-monetary prizes will be agreed between the winning Team Leader and the Hackathon organiser, having the 31 August 2023 as the last possible day.

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, or a selected Winner is determined not to be eligible for Hackathons participation for whatever reason, or the winning Team Leader does not provide the Tax and 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, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, the Hackathons Organizer, or the Judging Panel.

5. Marketing and Promotion.

5.1. 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.

5.2. 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.

5.3 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.

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.

5.4. 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.

5.5. 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."

6. Representations and Warranties.

6.1. Participant Representations and Warranties: You represent and warrant that: (a) you have the authority to enter into these Terms; (b) the information submitted to the Hackathon organiser in connection with your participation in the Hackathon, including in any application, is accurate and complete; and (c) none of your Participant Materials violate or misappropriate a third party's Intellectual Property Rights or contain any illegal or defamatory materials, or violate any law or regulation.

6.2. 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.

7. Intellectual Property.

7.1. 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.

7.2. 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.

7.3. 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.

8. 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 use 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.

9. 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.

10. Internet: 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.

11. Right to cancel, modify or disqualify: 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 any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Hackathons, the Hackathons Organiser reserves the right at its sole discretion to cancel, terminate, modify or suspend the Hackathons. 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 commences from the Effective Date and 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").

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/registratio_n?no_cache=1

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 Hackaton.

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.