

# **FUTURE:BUILD ONLINE IDEATHON TERMS & CONDITIONS**

## **1. INTRODUCTION AND DEFINITIONS**

1.1 These Terms and Conditions (“Terms” or “Agreement”) constitute a binding written legal agreement between you, i.e. the applicant or participant of an Event or a user of the Ideathon Site (“Participant” or “you”), and the Organizer. Participant agrees to be bound by these Terms by applying to participate in the Event on the Ideathon Site.

1.2 These Terms may be modified by Organizer from time to time, such modifications to be effective upon posting by Organizer on the Ideathon Site. It is the Participant's responsibility to periodically check-up these Terms for changes. Continued participation in the Event and/or continued use of the Ideathon Sites by Participant following the posting of changes will imply that Participant accepts and agrees to the changes.

1.3 Ideathons are idea competitions intended to bring together ideators from around the world.

1.4 In these Terms

- “we” refers to IT Services Hungary Servicing Ltd. (registered seat: 1097 Budapest, Tóth Kálmán utca 2. B., Hungary; registration number: 01-09-877517) under the brand name Deutsche Telekom IT Solutions, the organizer of the Event (“the Organizer”). The Organizer entrusted JSSC Rendezvényszervező Ltd. (registered seat: 1037 Budapest, Jablonka út 31, Hungary; registration number: 01-09-299007) to conduct the Event (“the Agent”).
- “Event” refers to the futuRe:build online Ideathon
- “Ideathon Site” refers to the websites, platforms and tools required to organize and host this Event
- Link of the main website: [www.dt-its.hu/futurebuild](http://www.dt-its.hu/futurebuild)

## **2. DATE AND LOCATION OF THE EVENT**

2.1 The starting date and time of the Event: 10am 13.11.2020. The Event is held between 13.11.2020 and 15.11.2020.

2.2 The Event will be held online via the following platforms:

Website: [www.dt-its.hu/futurebuild](http://www.dt-its.hu/futurebuild)

The registration interface for the program is provided by:

Company: Junction Oy

Site: <https://app.hackjunction.com>

Seat: Fredrikinkatu 42, 00100 Helsinki, Finland

Affected personal data: Name, Age, E-mail address, Country of residence, visited educational institution, Role, Skills

Pages for communication between participants:

Company: Slack Technologies Limited

Site: <https://slack.com>

Seat: 4th Floor, One Park Place, Hatch Street Upper, Dublin 2, Ireland

Affected personal data: Name, E-mail address

Company: Zoom Video Communications Inc.

Site: <https://zoom.us>

Seat: 55 Almaden Blvd, Suite 600 San Jose, CA 95113 USA

Affected personal data: Name, E-mail address

Company: Google Ireland Limited (Google Meet)

Site: <http://meet.google.com>

Seat: Gordon House, Barrow Street, Dublin 4, Ireland

Affected personal data: Name, E-mail address

Newsletter service used to send information related to the ongoing program via e-mail:

Company: The Rocket Science Group LLC d/b/a Mailchimp

Site: <https://mailchimp.com>

Seat: 675 Ponce de Leon Ave NE, Suite 5000 Atlanta, GA 30308 USA

Affected personal data: E-mail address

Application used to book appointments with mentors:

Company: Picktime Inc.

Site: <https://www.picktime.com>

Affected personal data: E-mail address

Company: booked4.us Kft.

Site: <https://booked4.us/hu>

Seat: H-2600 Vác, Zichy H. utca 12.

Affected personal data: E-mail address

### **3. APPLICATION TO THE EVENT**

3.1 Participant may apply to the Event by filling out an application form during the application period. When applying for participation in the Event Participant shall provide accurate and complete registration and other information to Ideathon.

3.2 The applications will be evaluated by the Organizer and the applicants will be informed by e-mail. All Participants in submitting their registration accept the event regulations and partly grant consent for the handling of their personal information by the Organizer as per the **Privacy Policy**. The other part of personal information will be handled based on the Organizer's legitimate interest. The Agent may process some of the personal information for its own purposes which is done according to the Agent's own Privacy Policy.

3.3 If Participant registers or applies as an entity or on behalf of a team, Participant confirms that such entity and each person in the team accepts these Terms and Participants have the right to represent such entity and team for the purposes of these Terms.

#### **4. PARTICIPATION IN THE EVENT**

4.1 Participant may apply to the Event alone or as part of a team.

4.2 Organizer has the right at its sole discretion to determine the Participants of the Event among the applicants. Such a decision by the Organizer cannot be appealed. Organizer also has the right to accept a formerly rejected applicant's participation in the Event at its sole discretion by informing such applicant thereof.

4.3 Organizer provides the participants of the Event with certain tools to be worked with in the Event. Organizer does not provide computers to the participants.

4.4 Organizer will choose winners among the work products ("Submission") created and developed in the Event by the Participants.

4.5 Organizer will announce winners in below four categories:

- Economy
- Education
- Health
- Social

4.6 At the end of the Event, one winner for each category (altogether 4 Category Winners) will be chosen by the Event Jury based on the YouTube pitch videos created and uploaded before the end of the Event by Participants.

4.7 One Event Winner will be selected from the four Category Winners in a final round of online real-time pitch. Based on this live presentation session Event Jury will choose the Event Winner from the Four Category Winners.

4.8 The Event prizes for each of the winning teams are as follows:

- Category Winner: EUR 2500 (for each Category)

Event Winner EUR 2500 (on top of already won Category prize, therefore Event Winner will win EUR 5000 altogether) As a non-financial prize, Organizer will offer its support to the Event Winner to realize the Event Winning Idea.

4.9 Prizes above are subject to the taxation laws of the country where Participant is registered as a taxpayer. Participant agrees and accepts that taxes may need to be paid by the Participant in accordance with local tax law and regulations. Participant agrees and accepts that a relevant taxation statement, taxation status declaration, tax identification number or other tax related information is required from Participant as a prerequisite of paying the prize.

4.6 Organizer has the right to disqualify a Participant from the Event at any time in its sole discretion for example due to inappropriate behavior at the Event or breach of the rules of the Event or these Terms.

4.7 Organizer has the right to cancel or suspend the Event for any or no reason.

4.8 Organizer is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Event or Participant's disqualification.

4.9 If you choose to participate in the Event, you must comply with the following rules:

- You must adhere to these Terms and any additional rules stated by Organizer;
- You must be at least 16 years of age;
- Your Submission shall not contain any viruses, Trojan horses, worms, harmful code or any other element that is malicious or damaging;
- Your Submission shall not contain any content that violates any law or any third-party rights (including privacy and intellectual property rights and patents);
- Your Submission did not win any previous hackathon or ideathon events;
- Your Submission is not available as an existing product or service.

## **5. PARTICIPANT CONTENT ON THE IDEATHON SITE**

5.1 Participant is solely responsible for all the content that Participant uploads/transmits to the Ideathon Sites ("Participant Content").

5.2 Organizer shall have the right, but shall not be obliged to, monitor the Participant Content, in order to ensure compliance with the terms of this Agreement. In case Organizer believes, in its reasonable opinion, that any Participant Content violates this Agreement, intellectual property rights or any applicable law, Organizer shall have the right to delete such Participant Content.

5.3 Organizer disclaim any responsibility for the backup and/or retention of any Participant Content. The Ideathon Site shall not be used for the back-up of any Participant Content.

5.4 Participant agrees that Organizer does not assume any liability or responsibility in respect to any Participant Content and Participant shall at all times ensure that Participant Content does not infringe any rights of third parties or any applicable law. Furthermore, the Participant Content shall not be offensive, threatening, libelous, defamatory or otherwise inappropriate. Organizer is not responsible and shall not be held liable for any Participant Content, nor do they endorse any opinion contained in any Participant Content.

5.5 Organizer shall have the right to generate anonymous user data and statistical data from Participant Content. Organizer shall reserve all rights to such anonymized data.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 By participating in the Event and accepting the Terms, each Participant hereby:

- declares and warrants that the Submission and the contents of the Submission is an original work and in no way violates, in whole or in part, the Intellectual Property Rights

of others and releases Organizer from any and all responsibility, liability, or request for compensation for damages that should be made by any third party;

- agrees to indemnify Organizer (its representatives, employees, assignees) and to hold it harmless against any loss, liability, damage or expense suffered or incurred as a result of breach of this clause.

6.2 Intellectual Property Rights shall include, without limitation, any ideas, concepts, know-how, data processing techniques, copyrights, patents, designs, inventions, trade secrets, software, source code and documentation, notes, memorandum and any other intellectual property rights attaching to Submission and Submission content created, invented and/or developed by Participant and/or alongside other Participants pursuant to participation in the Event.

6.3 Moral rights mean any and all rights of authorship including accreditation and control relating to future use or dissemination of the Submission.

## **7. PUBLICITY**

7.1 By attending the Event, Participant consents to being filmed and/or photographed at the Event. Furthermore, Participant consents to any such footage to be published in the Event's, Organizer's and/or a third party's, as the case may be, marketing and communication channels without the Participant's review or approval and without compensation at any time.

7.2 By participating in the Event, Participant acknowledges that the Event may be recorded for reference and similar use, and therefore Participant grants Organizer a worldwide, perpetual, irrevocable, non-exclusive consent to display Participant's work performed at the Event for promotional and marketing purposes of the Event or Organizer, for example in blog posts, online videos or case descriptions. Participant understands that Participant will not receive any royalty or compensation for this use of Participant's work by Organizer.

## **8. CONFIDENTIALITY**

8.1 As part of participation in or application to the Event, Participant may be exposed to confidential information of Organizer as part of the Event resources or otherwise, such as confidential and/or proprietary knowledge, know-how, data or information concerning the business, relationships and financial affairs of Organizer or third parties whether or not labeled or identified as confidential or proprietary ("Confidential Information"), including without limitation inventions and results of R&D, services and marketing plans, source code, object code, customer and supplier and other third-party information, business plans, budgets, financial information, prices and costs.

8.2 Participant agrees that Participant will hold in confidence and handle in security, and Participant will not make available to any third party any Confidential Information during the Event and thereafter. Participant agrees that Participant shall use the Confidential Information only during and for the purposes of the Event and in accordance with any Organizer policies.

## **9. PERSONAL DATA**

9.1 The Organizer collects and processes data, including personal data, in relation to Participant's registrations or applications on the Ideathon Site, application to or participation in the Event, such as Participant's name, contact details, skills.

9.2 Organizer is considered to be a data controller for the personal data handled in the context of the Event pursuant to the applicable laws, therefore it shall inform data subjects regarding the processing practices in the **Event's Privacy Policy** and process such personal data in accordance with its **Privacy Policy** in force from time to time. The **Event's Privacy Policy** can be found on the Ideathon Site.

## **10. TERM**

10.1 This Agreement will remain in full force and effect while you are a user of the Ideathon Site or participate in the Event.

10.2 Provisions of this Agreement intended to survive the termination or expiry of this Agreement shall do so.

## **11. LIABILITIES**

11.1 Organizer will make reasonable efforts to keep the Event operational.

11.2 Organizer reserves the right to alter the content, timing, date and/or location of the Event, without liability to the Participant, provided that the Event, as altered, is substantially similar to Event as originally advertised. Organizer also reserves the right to cancel the Event at any time.

11.3 Organizer reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Ideathon Site.

11.4 To the fullest extent permitted by applicable law, in no event will Organizer be liable to Participant or any third party for any indirect, consequential or punitive damages, arising out of the application to or participation in the Event or arising out of the use of the Ideathon Site or for any direct damages.

11.5 The parties to this Agreement do not restrict their liability for any matter in respect of which, by mandatory law (such as consumer protection laws), it is not permitted to restrict their liability.

## **12. GOVERNING LAW AND DISPUTES**

12.1 This Agreement shall be governed by and construed in accordance with the laws of Hungary.

12.2 All disputes shall be settled by the court of first instance of the place of domicile of Organizer.

### **13. MISCELLANEOUS**

13.1 If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

13.2 No agency, partnership, or employment is created as a result of these Terms.

13.3 Participant may not assign the rights arising from this Agreement to a third party.

13.4 Organizer has the right to assign this Agreement to their affiliates or successors as part of a restructuring, merger, acquisition, asset sale or other corporate reorganization.