



# hack.init() Hackathon Participation Agreement

## Definition of Terms

Unless otherwise noted in context, in this Agreement, the following terms carry the following definition:

- “the Competition” refers to “hack.init() Hackathon” ;
- “the Host” refers to hack.init() Executive Board and its whole team;
- “the Released Parties” refers to the Competition Entities and any of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this Competition (including, without limitation, all prize providers) or any other entities that may be added to the Competition Site as participating in this Competition after these Official Rules are published, and each of their respective officers, directors, shareholders, agents, licensees, licensors and employees, and any Internet access providers
- “(the) Entrant(s)” refers to eligible students or teams who will participate in the Competition;
- “the Project” refers to any and all information, projects and/or resources submitted by the Entrants to the Competition;
- “the Competition Site” refers to <http://hackinit.io/>, <http://hackinit.org/> or <http://hackinit.tech/>
- “the Competition Entities” and “the Competition Administrator” refer to Lin’bo (Shanghai) Decoration and Design Co., Ltd.

**In consideration for my voluntary participation in, and/or attendance at, hack.init() Hackathon, an event organized by the aforementioned Host, to be held on July 8-9, 2017, I, the undersigned, acknowledge and agree that:**

1. **General.** I have carefully read this agreement, hack.init() Hackathon Official Rule and the Code of Conduct, and acquainted myself with the policies and procedures it describes.
2. **Expectation of Participation.** I am expected to participate fully in all dimensions of hack.init() Hackathon, obey all applicable laws, follow all program-specific rules, and respect the other participants, the organizers of hack.init(), volunteers, sponsor representatives and all other staff members.
3. **Dismissal.** I may be dismissed from hack.init() and required to leave ShanghaiTech University and its facilities immediately by the organizers from the Host at any time and for any reason. In particular, I may be dismissed for behavior that is:
  - i. in violation of the Rules or applicable law;
  - ii. offensive, disrespectful or rude to the host community or members of the staff, or
  - iii. potentially detrimental to the health and safety of self or others.

4. **Cost of Participation.** Participation in hack.init() is free of admission fee.
5. **Travel Reimbursement.** I have received and accepted the amount of reimbursement and the process for accepting reimbursement when I confirm my participation of hack.init() Hackathon. I accept that I must provide valid reimbursement proof in order to receive my reimbursement.
6. **Meals.** I acknowledge that I have provided my dietary restrictions when I confirm my participation of hack.init() Hackathon, and agree that the Host will provide meals according to information submitted to the Host. ShanghaiTech University, InCake and Yershari Restaurant will provide lunch, dinner and snacks on July 8, and breakfast and lunch on July 9.
7. **Insurance.** I acknowledge that the Host has purchased accidental insurance. The insurance is valid from July 7, 2017 thru July 9, 2017. I have enough medical and accidental insurance in order to participate in hack.init() Hackathon.
8. **Cancellation.** The Host and affiliated Entities may cancel the Competition at any time.
9. **Abiding the Law.** I will abide all laws of the People's Republic of China. Should any violation be made, the Host will save all record and enter into evidence to local law enforcement authorities.
10. **Medical Release.** I am healthy enough to participate in the Competition. I have previously disclosed in full my diseases and allergies to the Host. I understand that I will receive preliminary treatment from on-site EMT personnel, should any injury or disease to occur. My emergency contact and medical assistance will be notified.
- II. **Media Release.** To the extent allowed by law, I personally, and through my parent or legal guardian, grant the Competition Entities and their respective affiliates, licensees, promotional partners, developers, legal representatives, assigns, agents and licensees (collectively, the "Licensed Parties"), a perpetual (or for the maximum extent permitted by law), worldwide, royalty-free, non-exclusive license to edit, cut, rearrange, delete from, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), my name, address, image, voice, likeness, statements, background and biographical material including, but not limited to, all materials submitted in connection with the Competition, as well as any additional photographic images, video images, portraits, documents, interviews or other materials arising out of my participation in this Competition (with or without using my name) in any and all media, in any language, throughout the world, and in any manner, for advertising, promotional, media usage purposes without further review, notice, approval, consideration, or compensation to Entrant or any third party.

My participation in the Competition and any associated audio or video recordings, practices or other events associated with the Competition shall be owned by hack.init() and its legal entity, who may exploit, edit, modify, and distribute the Competition performance and all elements of such participation, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to Competition Winners or any third party.

I represent that I have the authority (or through authority of Legal Guardian) to enter into this release and perform my obligations hereunder and that all material I will use in my contribution to hack.init() is my own or is material for which I have obtained all necessary permissions. I represent that my contribution will not infringe any copyrights or other rights of others and will contain nothing defamatory or libelous.

12. **Release and Waiver of Liability.** I agree that neither the Host nor the Release Parties is responsible if anything happens to me or to my property in connection with my participation of hack.init(). Knowing the risks and dangers associated with hack.init() and in consideration for being permitted to participate in hack.init(), I also agree, on behalf of myself and my heirs, executors, and assigns and to the maximum extent permitted by law:
- i. to release and discharge the Competition Entity, its affiliates and the Released Parties from any liability or responsibility for any personal or bodily injury (including death), and for any damage to or loss of property, unless is the direct consequence of negligence or default by the Competition Entity and its affiliates and the Released Parties, that I suffer as a result of or in connection with my participation of hack.init() or any travel related to the Competition, including, without being limited to, any injury, loss or damage resulting from, arising out of, or occurring in connection with the Competition; and
  - ii. not to raise any claim or institute any legal action or proceeding against the Competition Entity, its affiliates and the Released Parties for any cause of action that may result from or arise out of or in connection with my participation of hack.init() or any travel related to the Competition, including, without being limited to, any cause of action that may result from, arise out of, or in connection with the Competition; and
  - iii. except where prohibited by law and to the extent that the negative consequences described below are the direct consequence of negligence or default by any of them, the Competition Entity, its affiliates and the Released Parties are not responsible for any incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Competition Site, for the inability to upload or download any Competition-related materials from the Competition Site, or for late, lost, damaged, misdirected, delayed, garbled, incorrect inaccurate, stolen, damaged, or incomplete Entries.
  - iv. agree, personally and through my parent or legal guardian, that, to the maximum extent permitted by applicable law, the Released Parties are not responsible for any claims, losses, liability, and damages of any kind (including reasonable attorneys' fees and expenses), asserted against any of them, incurred, sustained, or arising in connection with the use, acceptance, or misuse of any entry material, or while preparing for, participating in, and/or traveling to or from any competition-related activity, including, without limitation, any injury, damage, death, loss, or accident to person or property (except to the extent any personal injury or death is caused by the Released Parties' negligence), or from the respective entrant's breach of any agreement or warranty associated with the competition, including this Agreement and the Official Competition Rules.
13. **Personal Information Release.** My name, contact information and personal resume will be provided to the Host, its affiliates, the Released Parties and Sponsors in order to contact me if internship positions are available, as well as for promotional purposes. I understand and agree, personally and through my parent or legal guardian, that, my information will

be used for aforementioned purposes. Unless I sign this Agreement, the Host will not share or otherwise disclose information collected in any manner with Third Parties, other than those parties necessary to fulfill the above purposes, unless you have given my prior express consent to receive additional information from Host or a third party. I have a right of access to, modification and withdrawal of my personal data.

14. **Network Security Release.** I will obey the Cybersecurity Law of the People's Republic of China, to use internet access provided by the Host reasonably and abide the law. I understand any attempt to deliberately damage any website, ShanghaiTech University network infrastructure or undermine the legitimate operation of the competition is a violation of the law and, should such an attempt be made, the Competition Entities and each of their licensees reserve the right to seek damages or other remedies (including attorneys' fees) from any such person(s) responsible for any such attempt to the fullest extent permitted by law. I understand and agree that if I make such attempt to damage any website, network, network infrastructure or access restricted network will result in forbidden internet access or immediate dismissal. I understand and agree if my action is in violation of the Law, the Host reserves the right to record all internet activity logs and enter into evidence to local law enforcement authorities.
15. **Consumption of Cigarette and Alcohol.** I understand according to ShanghaiTech policies, Smoking Regulation in Public Spaces of Shanghai and Law of the People's Republic of China on the Protection of Minors, the Competition strictly forbid consumption and possession of cigarette and alcohol. I understand and agree if I violate this rule, I will be dismissed immediately and forcibly removed from ShanghaiTech University.
16. **Proper Behavior.** I understand and acknowledge participants come from different culture and racial background. I will not make offensive verbal or written comments related to gender, gender, age, sexual orientation, disability, physical appearance, body size, race, nationality, or religion. I acknowledge all basic human rights. I will not publicly make improper reference of any human being to any animal, plant or creatures that may reduce his/her humane existence. I have read and accepted the Code of Conduct in full, including other anti-discrimination and anti-harassment clauses. I understand and agree if I violate this rule, I will be dismissed immediately and forcibly removed from ShanghaiTech University.
17. **Ownership of the Entry/Grant of Rights.** I reserve the ownership and copyright of my Entry. I agree personally and through my parent or legal guardian, that, I bear sole liability for the contents of my Entry and agree to reimburse the Released Parties for any damages and/or costs incurred as a result of a third party's claim or demand relating to the content of my Entry. My Entry has and will not infringe or violate the rights of any third party or any other intellectual property rights.

I understand and acknowledge, personally and through my parent or legal guardian, that: i) Competition Entities have wide access to ideas, stories, designs, film, tape, video, and other materials, and those new ideas are constantly being submitted to it or being developed by their own employees; ii) many ideas or stories may be competitive with, similar to, or identical to content in your Entry and/or each other in theme, idea, plot, format, or other respects; iii) I will not be entitled to any compensation as a result of Competition Entities' use of any such similar or identical material that has or may come to Competition Entities, or any of them, from other sources.

Except where prohibited by law, I acknowledge and agree that the Released Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of my copyright

in and to the Entries. Finally, I acknowledge that, with respect to any claim of mine relating to or arising out of any Competition Entities' actual or alleged exploitation or use of any Entry or other material submitted in connection with the Competition, the damage, if any, thereby caused to me will not be irreparable or otherwise sufficient to entitle me to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, my Entry, and my rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**18. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of People's Republic of China.

**19. Records.** I will make and retain a copy of this Agreement for my records.

**20. Submission.** I will provide the original signed copy of this Agreement when checking in the Competition in Shanghai.

**I have read and accept the Participation Agreement.**

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Signature of Participant

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Name of Participant (Printed)

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Date of Signing

**In the capacity of the Legal Guardian, I have read and accept the Participation Agreement. I agree to my children's participation in the Competition.**

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Signature of Legal Guardian of Participant (if under 18 years of age)

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Name of Legal Guardian of Participant (Printed)

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Date of Signing