# HACKATHON January 26-27, 2018

### **OFFICIAL RULES**

The Hackathon is governed in all respects by these rules as well as OSU's policies and procedures and any requirements set out on the Hackathon website at www.osuhack.com (collectively the "Official Rules").

## **Theme**

The theme of the Hackathon focuses on using digital media such as Virtual Reality and Augmented Reality to solve a problem that is provide to the participating teams.

## **Eligibility**

The Hackathon is open to anyone including but not limited to current OSU students, employees, faculty members, and members of the community. Individuals are encouraged to apply using the Registration Form provided on the Hackathon website (<a href="www.osuhack.com">www.osuhack.com</a>). The applications will be reviewed by the organizers and the individuals selected to participate in the Hackathon will be notified via email. The individuals that are selected will be grouped with other participants, to form teams. The team composition will be decided by the organizers of the event. Each team will consist up to five members. Each team is advised to submit only one solution, each solution must be the original work of the member(s) of the team submitting it. If a solution is patented or has already been distributed to the public or received funding from any source, it is not eligible for the Hackathon.

#### **Registration Form**

A completed Registration Form (available on the Hackathon website) must be submitted no later than midnight on December 15, 2017.

A Registration Form will be disqualified if it is incomplete, late, not consistent with the theme of the Hackathon, or otherwise does not comply with the Official Rules.

#### **Judging and Awards**

At the end of day two of the Hackathon (January 27<sup>th</sup> 2018) submissions will be evaluated by a panel of judges, and one solution from one team (out of the five teams) will be chosen as the winners.

The winning team will be notified at the time of judging on January 27, 2018.

The winning **team** will receive \$500. The **runner-up team** will receive \$375. Each participating **team** (excluding winner and runner-up) will receive \$250.

#### **Additional Terms and Conditions:**

**General.** OSU will be responsible for the interpretation of the Official Rules and for resolving any conflicts or other issues that may arise in connection with the Hackathon. OSU reserves the right, in its sole discretion and without notice, to change the Official Rules and to modify, suspend, cancel or terminate the Hackathon at any time, in which case OSU may select finalist(s), winner(s), and/or runner-up(s) or take any other action that it deems appropriate to carry out the letter or spirit of the Hackathon. Judge(s) will be appointed by OSU or by third party (ies) nominated by OSU and the decisions of the judge(s) are final. The Hackathon is subject to all applicable federal, state, and local laws and regulations.

Ownership and Revenue-Sharing. The members of any team submitting a solution will be free to pursue development and commercialization of the solution on their own time and at their own expense with no obligation to OSU, provided that the solution does not contain OSU-owned intellectual property as determined by OSU.

**Disqualification.** OSU reserves the right to disqualify any team or individual for any reason at any time, whether before, during, or after the Hackathon. Reasons for disqualification include but are not limited to tampering with the entry process or operation of the Hackathon, plagiarism or any other form of academic dishonesty, misappropriation or infringement of the intellectual property rights of others, and any failure to comply with the Official Rules. Entries must not be obscene, profane, or unsuitable for publication. Disqualified teams will forfeit any prizes awarded to them.

**Communications, cash prizes, and taxes.** Participants are responsible for the payment of any and all taxes associated with any Hackathon award.

## By submitting a Registration Form to the Hackathon, each participant:

agrees to comply with and be bound by the Official Rules;

agrees to promptly execute assignment(s) and any other document(s) as requested by OSU to evidence and effectuate any provisions of the Official Rules

agrees that OSU shall have the right to withhold the payment of any prize money to participant until participant and all other members of participants team have signed any assignment(s) and other document(s) requested by OSU;

represents and warrants that participants Solution (i) does not violate any third party's intellectual property rights (copyright, patent, trademark, trade secret, etc.); (ii) does not defame or invade the publicity or privacy rights of any person, living or deceased; (iii) is not the subject of an issued patent or pending patent application; or (iv) does not infringe in any way upon any other party's rights;

agrees to indemnify and hold the judges, OSU, their respective affiliates and subsidiaries, and any employees, officers, directors, regents, licensees, transferees, and agents of the foregoing harmless from any claims that may arise in any manner from submission of participants solution in the Hackathon, participation by participant in the Hackathon, selection of participants solution as a winner or a runner-up, failure of participants solution to be selected as a winner or a runner-up, or the exercise by OSU or any third party authorized by OSU of the rights held by OSU in participants solution.

agrees not to instigate, support, maintain, or authorize any action, claim or lawsuit against the judges, OSU, their respective affiliates or subsidiaries, or any employees, officers, directors, regents, licensees, transferees, or agents of the foregoing, that arises out of the submission of participants solution in the Hackathon, participation by participant in the Hackathon, selection of participants solution as a finalist, a winner or a runner-up, failure of participants solution or to be selected as a finalist, a winner or a runner-up, or the exercise by OSU or any third party

authorized by OSU of the rights held by OSU in participants solution, storyboard, or other materials; and

grants OSU permission to use, in any form including print and video, participants full name, likeness, role, and country of origin, in OSU's press releases, other publications, and on the Hackathon and other OSU websites as well as social media.

## **Limitation of Liability:**

THE HACKATHON AND ANY ACTIVITIES AND SERVICES THAT MAY BE PROVIDED IN CONNECTION WITH THE HACKATHON ARE PROVIDED "AS IS". OSU DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE HACKATHON, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. OSU WILL NOT BE LIABLE TO ANY PARTICIPANT OR THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DAMAGES FOR BREACH OF CONFIDENTIALITY, LOST PROFITS, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS, LOSS OF INTELLECTUAL PROPERTY RIGHTS, LOSS OF COPYRIGHT PROTECTION, OR OTHER ECONOMIC DAMAGE), WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS WHETHER OSU WAS ADVISED, HAD OTHER REASON TO KNOW, SHOULD HAVE ANTICIPATED, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THE PROVISIONS OF THIS PARAGRAPH ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION HEREOF.