Official Rules for the HACKATHON Stuttgart 2016

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES.

1) Overview

a) logicline GmbH, Planiestr. 10, 71063 Sindelfingen, Germany is the organizer of this Event (the "Organizer").
b) The Event is designed to recognize the best Enterprise Cloud, Mobile or IoT (Internet of Things) apps built during the Event.
c) The Event will take place November 4-6, 2016 at Phoenixhalle, Römerkastell, Naststr. 43-45, 70376 Stuttgart (the "Event", or the "Hackathon"). In order to participate in the Event you must register at www.hackathon-stuttgart.de by Friday, October 14, 2016 at 16:00.
d) Hacking will take place November 4-6, 2016, with finalist judging taking place on November 6 around 16:00, and announcement of the final winners on November 6 around 17:00. All times in these Official Rules are Central European Time.
e) In these Official Rules, the terms "we," "us," or "our" refer to the Organizer, and the term "you" refers to you, the entrant, both as an individual and as part of your team.
f) Certain sponsors other than us may offer prizes during the Hackathon. We are not responsible for providing those prizes, however, and we do not have any role in the determination of winners. The respective sponsor is solely responsible for any claims with respect to those prizes. If you have any questions about those prizes, please contact the applicable sponsor(s).
g) Sponsors

- The Hackathon is sponsored by several main sponsors. Amon them Robert Bosch GmbH, Stuttgart, car2go GmbH, Leinfelden-Echterdingen, and logicline GmbH, Sindelfingen.
- The Hackathon is sponsored by several side sponsors that are listed on the website www.hackathon-stuttgart.de.

h) These rules were last updated on June 4, 2016.

2) Eligibility

a) The Hackathon is open to registered participants who are at least 18 years old, or the age of majority in the jurisdiction where they reside, whichever is older.
b) The following people, however, are not eligible to participate: individuals who are, or at any point since January 1, 2016 have been, employed by logicline GmbH or any of its direct or indirect wholly or majority owned subsidiaries.
c) If you are an employee of a company, government agency, or an academic institution, you are responsible for ensuring that your participation in the Hackathon complies with any policies your company, agency, or institution may have regarding participation in contests of this type. We are not responsible for any disputes arising between you and your employer.

3) Check-in, Idea Presentation and Team Formation

a) You must also check-in onsite and in person at the Hackathon between 16:00 to 17:00 on November 4. If you do not check-in onsite and in person during these times you will not be allowed to participate in the Hackathon.
b) On Friday, November 4 at approximately 18:00, we will moderate a session at the Event designed to elicit ideas for Cloud and Mobile and IoT apps. Detailed instructions and requirements will be provided during the session.
c) Teams will form with a minimum of one person and a maximum of 10 people around each advancing idea. Each team member must meet the eligibility criteria in these Official Rules, and each must be registered in a team on by Saturday, November 5, at 10:00. You may not be part of

more than one team. Pick your team members carefully because after this point, you will not be allowed to switch teams, or add or remove team members. We are not responsible for, and will not assist in resolving, any disputes between team members.

4) Entry

a) You must complete your team's Entry to the Event by November 4 at 20:00 (the "Entry"). A team may only submit one Entry. Incomplete entries may be disqualified. Your Entry consists of:

i) App title;
ii) App tagline;
iii) App description (should be approximately 500 words);
iv) Team members

b) While not required, you may also submit images/photos, the platform for which the app is designed, URL to GitHub, video, presentation slides or any other materials you would like the judges to have access to. While judges may reference these materials, they will not be part of your judging score.

c) We reserve the right to disqualify any Entry that in our judgment is inappropriate or offensive, as determined by us, in our sole discretion. Please make sure your Entry is appropriate for all viewing audiences.

d) By submitting an Entry, you represent and warrant that you have fully complied with these Official Rules.

Please see Section 9 for information about how we may use your Entry.

5) General App Requirements

You must create a Cloud, Mobile, Mobility or IoT app, and we encourage you to use the platforms provided or supported. You may use code that existed prior to the Hackathon in your Entry, up to and including a fully functioning application. However all code designed to integrate such pre-existing code with the provided platforms must be newly written by you or your registered team members during the Hackathon.

6) Compliance with Official Rules

We reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Hackathon. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance in a timely manner, or if we have reason to believe that you are not complying with the Official Rules, you may be disqualified, in our sole discretion.

7) Judging

a) Starting at approximately 15:00 on Sunday, 6 November, your team will be given approximately three minutes to publicly demonstrate your App in front of your peers and a panel of at least three judges, which time period includes a public question-and-answer period. In our sole discretion we may choose to extend the length of time permitted for this demonstration for any or all participants.

b) The judges will evaluate your App based on your demo according to the following Judging Criteria, each of which will be scored on a scale of between 1-5 points per judge, with Entries being ranked by aggregating the points given by all judges:

innovation;
business potential;
user experience; and
use of provided platform technologies.

c) In the event of any ties, judges will deliberate to determine the rankings and winners. At approximately 17:00 on Sunday, November 6th the winning teams will be announced.

8) Prizes

a) Three grand prizes will be awarded, as to be determined. The prize money will be divided evenly among all team members. The prize money will be sent to the winners via wire transfer, within two months from the receipt of all necessary forms.
b) If a judge or participant identifies to us a conflict of interest, that judge will be recused from judging the Entry with the conflict. An alternate judge will be identified as a substitution for the judge with the conflict. Entries may be subject to a due diligence review at any time for eligibility and compliance with these Official Rules. Determination of eligibility and compliance is at our sole discretion, and may result in your personal disqualification and/or the disqualification of your team's Entry, including subsequent disqualification and reclamation of any prizes awarded. Our decisions and those of the judges are final.
c) Each member of the winning teams will be required to sign any documents and provide for any information required for tax purposes in order to receive a prize. If you do not sign the required forms or provide the required information, if applicable, within thirty days following our request we may disqualify you from receiving a prize.
d) Taxes shall be the sole responsibility of each winning team member. We shall have no responsibility for any taxes associated with any prize. Each member of the winning teams may be responsible for paying income or other taxes on the prize.

9) How Your Entry May be Used

a) You do not transfer ownership of your Entry (or any part of it). However, by submitting an Entry, you grant us an irrevocable, royalty-free, worldwide rights and license to: (a) use, review, assess, test, and otherwise analyze your Entry and all its content in connection with the Hackathon; and (b) feature your Entry and all its content for promotional purposes (including, but not limited to, in advertisements, press releases, presentations, and trade shows) in all media, now known or later developed. You also agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted in the afore-described scope.
b) You acknowledge that we, other entrants or others may have developed or commissioned materials similar or identical to your Entry, or may develop something similar in the future, and you waive any claims you may have resulting from any similarities to your Entry.
c) You understand that we will not restrict work assignments of our representatives who have had access to your Entry. By participating in the Hackathon, you agree that we may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you. You understand that you will not receive any compensation or credit from us for use of your Entry in connection with this Hackathon. This provision does not limit any compensation you may receive through us or third parties as a result of your use or marketing or profiting from the application beyond this Hackathon or as provided in these Official Rules. We are not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry. Nothing in this Section 9 c) shall limit our obligation to take the appropriate safeguards (technical and organizational measures) in order to prevent unauthorized access by third parties to your Entry.
d) While we reserve the rights set forth above, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry.
e) If you do not want to grant us these rights to your Entry, please do not enter this Hackathon.
f) Nothing in these Rules shall be interpreted as granting you permission to use or display any of our or the sponsor's trademarks (including any logo or brand) or rights in any provided technologies or IP. You agree to contact us prior to promoting or publicizing your participation in and, if applicable, you winning the Hackathon.

10) General Terms

a) By registering and participating in the Hackathon, you indicate your full and unconditional agreement to these Official Rules and other instructions related to the Hackathon, as well as to our decisions regarding the Hackathon, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.
b) We may modify any provision of these Official Rules, at any time, by posting updated rules at www.hackathon-stuttgart.de. You are responsible for checking this site regularly. Because we will endeavor to provide important notices to you via the e-mail address you have provided at registration, it is important that you regularly check that e-mail address.
c) Without limiting our rights and remedies, we reserve the right, in our sole discretion, to disqualify any individual or team who: (a) fails to comply with any provision of these Official Rules; (b) cheats or tampers with the operation of the Hackathon, or otherwise acts in a disruptive or inappropriate manner; or (c) engages in conduct that is unlawful, offensive, or otherwise leads us to conclude, in our sole discretion, that public association with you could cause controversy or embarrassment to us or our partners.
d) In the event that the operation, security, or administration of the Hackathon is in our judgment impaired in any way, we may, in our sole discretion, without limitation: (a) suspend the Hackathon to address the impairment and then resume the Hackathon; (b) award the prize according to the criteria set forth above from among the eligible entries received up to the time of the impairment, (c) extend any deadlines, (d) take any other reasonable action as we deem necessary and appropriate to the circumstances, or (e) end the Hackathon prematurely without awarding prizes.
e) By entering, you agree to release, defend and hold harmless logicline GmbH, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of your culpable conduct in the course of the participation in the Hackathon, including, but not limited to: (i) your unauthorized human intervention in the Hackathon; (ii) any claim or allegation that your participation in this Hackathon, or your Entry, was in violation of these Official Rules, or that your Entry infringes any copyright, trademark, or any other intellectual property right; (iii) disputes between team members; (iv) disputes between team members and their employers; and (v) claims relating to damage to persons or property relating in any way to your participation in the Hackathon.
f) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, our rights and obligations connection with the Hackathon, shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than German. If You are a merchant within the meaning of the German Commercial Code, You agree that Stuttgart will be the exclusive place of jurisdiction with respect to any disputes arising out or in connection with the Hackathon or any prize awarded.

11) Privacy and Publicity

a) Personal Data you submit to us when you participate in the Hackathon will be treated in accordance with applicable data protection laws. Your personal data will be collected, processed and used by us, logicline GmbH, as the responsible entity (data controller), for the purpose of conducting the Hackathon. Data collection, processing and use of your personal data will further be carried out to the extent required for the publicity agreement contained in Section 11 b). In addition, when you submit information on a website run by a third party in connection with this Hackathon, your information may be used by that third party in accordance with its privacy policy.
b) You agree that after the Hackathon, you and/or your Entry may be publicized in advertisements related to the Hackathon. These advertisements may be distributed online and posted on our site or third-party websites. You further agree that you may be filmed or photographed while you are participating in the Hackathon and that we may use your name, likeness, photographs, audio-visual

footage, comments, and any other record of your participation in the Hackathon for promotional purposes at any time and in any media without any compensation to you.

12) Liability

a) The Organizer will be liable without limitation (a) in the event of wilful misconduct or gross negligence, (b) within the scope of a guarantee taken over by the Organizer, (c) in the event that a defect is maliciously concealed, (d) in case of an injury to life, body or health, (e) according to the German Product Liability Law.
b) If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this agreement is endangered, or in case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this agreement, the Organizer's liability shall be limited to foreseeable damage typical for the agreement. In all other respects, any liability for damage caused by slight negligence shall be excluded.
c) The foregoing limitations of liability in Section 12 b) also apply in case of claims for damages of a party against the respective other party's employees, agents or bodies.