

Oxford Global Hackathon - Toronto

Terms and Conditions

OPGI Management GP Inc. o/a Oxford Properties Group (“**Oxford**”) is pleased to present the Oxford Properties Global Hackathon (“**Hackathon**”), in collaboration with the event partners (“**Hackathon Partners**”).

The Hackathon is governed by the terms and conditions set out below. By participating in the Challenge, you agree to abide by those terms and conditions, and the decisions of Oxford and the Challenge judges in this merit-based opportunity. You also agree to comply with all applicable laws in the Country of Canada.

TERMS & CONDITIONS

1. Hackathon Period

Registration to participate in the Hackathon begins on July 22nd, 2019 at 9:00 a.m. EST and ends on the earlier of: (i) September 14th at 8:00 a.m. EST; or (ii) when one hundred (100) individuals have registered.

The Hackathon begins on September 14th, 2019 at 8:00 a.m. EST and ends on September 15th at 5:00 p.m. EST or at the conclusion of the judging period, whichever is later (the “**Hackathon Period**”). Participants can enter the Hackathon by signing up at www.hackworks.com/OxfordHackathonToronto (the “**Website**”). All entries will receive a confirmation email.

2. Eligibility

The Hackathon is open to all legal residents of Canada of the legal age of majority or older in their province or territory of residence. OMERS employees, Oxford employees and independent contractors or employees of third party contractors regularly on site at properties owned and managed by Oxford are not eligible to participate in the Hackathon.

3. Teams

Participants must work on a team of two (2) to six (6) people, with each participant meeting the requirements of eligibility and being registered to participate in the event. For greater certainty, individuals may not work on multiple teams.

If it is discovered that a participant is found to have acted contrary to this rule, then (in the sole and absolute discretion of Oxford and the Hackathon Partners) he/she and his/her team(s) (if applicable) may be disqualified from the Hackathon and corresponding Submissions (as set out below) may be subject to disqualification.

4. Submission Requirements

During the Hackathon Period, all Eligible Teams are invited to create and demonstrate a submission (“**Submission**”).

Eligible Teams may work on their Submissions at any time throughout the Hackathon Period.

All Eligible Teams will be required to provide their own computer and any other equipment required to develop a Submission. All participants will be responsible for their own transportation to the Hackathon venue.

Submitted Submissions must never have been previously published, exhibited publically, or selected as a winner in any other contest. All proprietary code used in the Submissions submitted must be developed during the Hackathon Period. To be eligible for entry in this Hackathon, a Submission must meet the following specific requirements:

- Submitted via the Hackworks.com Platform
- Acceptable submission types: .zip files, PDF, or presentation deck

5. Judging Process

A panel of judges appointed by Oxford (the “**Judges**”) will be in charge of reviewing all Submission deemed eligible.

Phase 1: Expo

- Each Submission will be judged by at least 3 judges.
- The top 5 such Submissions, based on criteria under Section 12, will be chosen to move on to Phase 2: Pitches.

Phase 2: Pitch

- Each Team will present to a panel of judges.
- The top 3 such Submissions, based on criteria under Section 6, will be chosen.

6. Judging Criteria

The Submission will be evaluated based on the following considerations:

- Desirability
- Feasibility
- Viability
- Pitch Presentation

7. Intellectual property and data

In the course of the Hackathon, participants may receive access to confidential and/or proprietary information of Oxford and it’s Hackathon Partners (“Confidential Information”). Hackathon Participants shall keep Confidential Information confidential and shall use Confidential Information solely for purposes of the Hackathon.

The Confidential Information will remain the exclusive property of Oxford or its Hackathon Partners and Hackathon Participants shall not copy or otherwise transmit the Confidential Information to any person other than team members for purposes of participating in the Hackathon. Hackathon Participants shall destroy any Confidential Information in their possession following the Hackathon and shall not retain any Confidential Information in any retrieval system or database.

Following registration and during the event, Hackathon Participants can access the data made available on the Hackathon website (www.hackworks.com/OxfordHackathonToronto).

In the course of the Hackathon participants shall not infringe upon Intellectual Property of any third parties. Hackathon Participants must be the legal and beneficial owner or authorized licensee of all Intellectual Property utilized during the Hackathon or in the Solutions (except for third party, generally commercially available software). Intellectual Property includes inventions, patents, copyrights, trademarks, industry designs, integrated circuit topography rights, know-how, trade secrets and any other intellectual property rights whether registered or unregistered.

All Solutions produced by Hackathon Participants (including writings of works of authorship, program codes, documentation and databases) shall remain the exclusive property of the Hackathon Participants, and Oxford and its Hackathon Partners shall not be entitled to commercialize or implement the Solutions without the consent of the relevant Hackathon Participant.

8. Image and personal information

Except where otherwise prohibited by law, participation in the Hackathon constitutes a Hackathon Participant's consent to Oxford and its Hackathon Partners for use of images, surnames, first names and characteristic elements of their project on any communication medium in connection with the Hackathon (internal or external communication operations), or the promotion of Oxford's business, without further notification, permission, payment or consideration.

9. Winner compliance with Hackathon Terms and Conditions

The Winners must have complied with, and remain in compliance with, these terms and conditions, as found on www.hackworks.com/OxfordHackathonToronto.

If a selected participant does not comply with these terms and conditions, Oxford reserves the right, in its sole discretion to disqualify the participant.

10. Awards

- One (1) First Team Prize consisting of \$3,000 USD
- One (1) Second Team Prize consisting of \$1,500 USD
- One (1) Third Team Prize consisting of \$500 CAD

Awards will be announced on September 15th at Toronto location TBD, and winners also will be notified by email. In the event that Oxford is unable to reach Award Winner by email within 7 days of announcement or in the event that prize is returned as undeliverable Oxford reserves the right in its sole discretion to award the prize to another Hackathon Participant.

11. Cancellation

If for any reason Oxford cannot run or chooses not to run the Hackathon as planned, Oxford reserves the right, in its sole discretion, to cancel, modify, extend or suspend the Hackathon or to reduce or eliminate any or all of the Awards.

Oxford may also in its sole discretion disqualify any individual who tampers with or in any way corrupts the Hackathon process, or who attempts to undermine the legitimate operation of the Hackathon by cheating, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other entrants or Hackathon partner representatives.

At any time and at its sole discretion, Oxford may disqualify any entrant who: does not meet the Hackathon's eligibility criteria, fails to comply with these terms and conditions, attempts to enter the Hackathon in any manner or through any means other than as described in these terms and conditions, attempts to disrupt the Hackathon or attempts to circumvent any of these terms and conditions.

12. Disclaimers, Liability, and Indemnification

Oxford is not responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, incomplete, misdirected entries, or entries received through impermissible or illegitimate channels; (2) technical failures of any kind, including without limitation the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the Challenge; (5) electronic or human error which may occur in the administration of the Challenge or the processing of submissions; or (6) any injury or damage to persons or property, including without limitation your computer or cell phone, which may be caused, directly or indirectly, in whole or in part, from your participation in the Challenge or from downloading any material from the Challenge website.

Oxford will not be liable to you for any damages, including indirect, special, consequential, or punitive damages in connection with the Challenge or these terms and conditions.

Oxford will not cover any costs associated with participation in the Challenge.

By participating in this Challenge, you release and agree to indemnify and hold harmless Oxford and its employees, directors, officers, affiliates, agents, sponsors, partners, judges and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your participation in this Challenge or receipt or use of any prize.

By participating in this Challenge, you further agree to indemnify and hold harmless Oxford and its employees, directors, officers, members, Challenge Partners, affiliates, agents, sponsors, partners, judges and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions or losses of any kind (including actual legal fees and expenses) arising from or related to: (a) your failure to comply with any of these terms and conditions; (b) any misrepresentation you make under these terms and conditions or otherwise to Oxford; or (c) your participation in the Challenge.

13. Genreal

Sponsor reserves the right to cancel, suspend, withdraw or amend this Hackathon in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bug, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Hackathon as contemplated by these Hackathon Rules. Any attempt to deliberately undermine the legitimate operation of this Hackathon is a violation of criminal and civil laws and should such an attempt be made (whether it is successful or not), the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and to disqualify from the Hackathon.

14. Further Information

For more information, please contact Oxford at tmartin@oxfordproperties.com