Decode Congestion
Vancouver

Official Hackathon Rules and
Regulations

The Decode Congestion Vancouver (the "**Hackathon**") is administered by Hackworks Inc. on behalf of the City of Vancouver (the "**City**") (Hackworks Inc. and the City of Vancouver collectively the "**Organizer(s)**") and its Hackathon partners and Hackathon sponsors collectively the "**Sponsor(s)**"). By entering the Hackathon, participants agree to abide by these Rules and decisions of the Organizers and the Hackathon judges, as further defined below. You also agree to comply with all applicable laws. The Hackathon is void to the extent prohibited or restricted by law. No purchase necessary.

1.   PURPOSE

The Hackathon is an opportunity for individuals to submit a Submission (hereinafter defined) to solve the problem of optimizing the street network through communication and transportation by using data and new technologies.

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. Organizers' employees and their immediate families (i.e. their spouses, siblings, children, parents, spouses' parents and the spouses of any of those individuals) and their household members (related or not) are eligible to participate in the Hackathon but are not eligible to receive cash prizes, and will be judged in a separate stream.

Sponsors' employees and their immediate families (i.e. their spouses, siblings, children, parents, spouses' parents and the spouses of any of those individuals) and their household members (related or not) are eligible to participate but are not eligible to receive cash prizes, and will be judged in a separate stream

Any individual who is eligible to enter the Hackathon (whether as an individual or as part of a team – see below) in accordance with these Official Hackathon Rules and Regulations (the "**Rules**"), as determined by the Organizers in their sole and absolute discretion, will hereinafter be referred to as an "**Eligible Entrant(s)**".

Participants are subject to verification in the sole and absolute discretion of the Organizers. The Organizers reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Organizers – including, without limitation, government issued photo identification) to participate in this Hackathon. Failure to provide such proof to the satisfaction of the Organizers in a timely manner may result in disqualification.

3. THE ENTRY PERIOD, HACKATHON DATES AND PARTICIPATION OPTIONS

Registration to participate in the Hackathon begins on September 23rd, 2019 at 9am PST and ends on the earlier of: (i) November 8th, 2019 at 6pm PST; or (ii) when one hundred (150) individuals have registered. The Hackathon venue is at the University of British Columbia.

The Hackathon begins on November 8th, 2019 at 6pm PST and ends on November 10th, 2019 at 4pm PST or at the conclusion of the judging period, whichever is later (the "**Hackathon Period**"). Participants can enter the Hackathon by signing up at (https://hackworks.com/decode-congestion) (the "**Website**"). All entries will receive a confirmation email.

4. HOW TO PARTICIPATE

An Eligible Entrant must register for the Hackathon during the Entry Period, at (https://hackworks.com/decode-congestion). Once registered, Organizers will send a confirmation email to the participants.

5. TEAMS

Participants must work on a team of two (2) to six (6) people, with each participant meeting the requirements of an Eligible Entrant 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 the Organizers) 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.

6. HACKATHON DETAILS

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, food, drink and all other costs/expenses for the duration of the Hackathon Period.

7. SUBMISSION REQUIREMENTS

BY SUBMITTING A SUBMISSION, EACH PARTICIPANT AGREES THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. NEITHER THEORGANIZERS NOR SPONSORS WILL BEAR ANY LEGAL LIABILITY ARISING FROM THE USE OF ANY SUBMISSION BY THE SPONSORS (OR ANY OTHER ENTITY). THE ORGANIZERS AND SPONSORS SHALL BE HELD

HARMLESS BY EACH PARTICIPANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT HE/SHE HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

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

By participating in the Hackathon, each participant agrees to be legally bound by these Rules and by the interpretation of these Rules by the Organizers, and further warrants and represents that his/her team's Submission:

- is original to at least one of the team members and at least one of the team members has obtained all necessary rights in and to the Submission (and all components thereof) to enter the Hackathon;

- does not violate any law, statute, ordinance or regulation;

- does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence (note: if consent cannot be obtained for an individual appearing in the Submission, then his/her face must be blurred out and voice (if applicable) must be altered so as to be unrecognizable);

- will not give rise to any claims of intellectual property infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever;

- is not defamatory, trade libelous, pornographic or obscene, and does not violate any laws relating to hate speech, and further that it will not contain, depict, include or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual or religious groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behavior or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services; any identifiable third party products, trademarks, brands and/or logos (note: if the necessary consents cannot be obtained, then all identifiable third party products, trade-marks, brands and/or logos must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Organizers in their sole and absolute discretion; and

- Submissions must be submitted in English.

8. INTELLECTUAL PROPERTY

By submitting a Submission in connection with the Hackathon, each Eligible Entrant shall retain all right, title and interest (including copyright) in and to the Submission, and shall grant to the Organizers and Sponsors a worldwide, gratuitous, irrevocable, and non-exclusive license to copy, use, modify, reproduce, display, adapt and transmit the Submission for use in all media now known or hereafter devised in perpetuity beginning on the date of submission, in connection with the administration, promotion and exploitation of the Hackathon, and for the purposes of marketing, advertising or promoting any of the Sponsors, their products or services. Each Eligible Entrant hereby confirms that the Application is an original work, solely created by the Eligible Entrant (or the team, if applicable), and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Submission or any part thereof. Neither Organizers nor Sponsors assume responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the Eligible Entrant and/or Team. Sponsors reserve the right to exclude any Submission on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Organizers in their sole discretion.

9. LICENSE OF DATA

The Organizers hereby grant to each Eligible Entrant a non-exclusive, non-assignable license to copy, modify, translate, adapt or otherwise use any data provided by the Organizers to the Eligible Entrants during the Hackathon, excluding:

- personal information (as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("**FOIPPA**"));

- other information or records not publicly accessible pursuant to FOIPPA;

- data the Organizers are not authorized to license; and

- the names, crests, logos, trade-marks or other official marks of the Organizers;

(collectively, the "**Data**") solely for the purpose of participating in the Hackathon (the "**Purpose**") and only for the period of November 1, 2019 to November 10, 2019 (the "**License Period**").

Upon the expiry of the License Period, Eligible Entrants shall either return all copies of the Data or destroy all copies thereof in its possession or under its control.

The Organizers make no representations or warranties of any kind concerning the Data or its use or functionality, and will not be liable in any manner for any representation or warranty of any kind, including without limitation, any warranty of fitness for a particular purpose.

The Eligible Entrant hereby releases the Organizers and their respective officials, officers, employees and agents from any and all claims, demands, losses and damages arising from the use or accuracy of the Data.

The Eligible Entrant will indemnify and hold harmless the Organizers and their respective officials, officers, employees and agents from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, arising out of the use, condition or accuracy of the Data.

10. SUBMISSIONS PREVIEWED ON WEBSITE

Organizers may, in their sole and absolute discretion, choose to display certain Submissions or parts thereof on the Hackathon Website (Vancouver.ca) or the Hackworks Inc. website (hackworks.com) once submitted. For greater certainty, the fact that a Submission has (or has not) been displayed on these or other websites will NOT impact the winner selection process (selection process set out below).

11. PRIZES

- One (1) First Team Prize consisting of $5,000 CAD

- One (1) Second Team Prize consisting of $2,000 CAD

- One (1) Third Team Prize consisting of $500 CAD

12. WINNER SELECTION PROCESS

Judgment and Selection Process

A panel of judges appointed by the Organizers (the "Judges") will be responsible for reviewing all Submissions that comply with these Rules.

Phase 1: Expo

- Each Submission will be judged by at least 3 Judges.

- The top 5 such Submissions, based on the below criteria, will be chosen to move on to Phase 2: Pitches.

Phase 2: Pitches

- Each Team will present to a panel of judges.

- The top 3 such Submissions, based on the below criteria, will be chosen.

Judging Criteria

The following five criteria will be evaluated by the judges to determine the winners, with each criteria having equal weight:

Criteria	Description	Score		
		0-3	4-7	8-10
Alignment with	How well does the solution line up with	Application showed poor alignment with	Average alignment with challenge.	Exceptional alignment with

Challenges	one of the hackathon challenges? -- Did the presenters clearly identify the problem they are attempting to solve? Is the solution relevant to the identified challenge?	the challenge. -- The problem isn't clearly articulated and the solution is not relevant.	-- The problem was clearly identified but the solution is only moderately relevant.	challenge. -- The problem was clearly identified and the solution is very relevant.
Innovation	How unique is the concept of the solution?	Concept of solution is not unique.	A new approach to an existing solution.	The solution is a unique idea that has value.
User Experience	What is the overall experience of a person using the product in terms of logical flow and functionality?	Product needs improvement. It is unclear how a user would interact with the solution.	Looks good. Main features are easy to navigate but solution needs more work before being put in front of a user.	Solution is well-designed: it is easy to navigate and the user-flow is intuitive.
Strategic Thinking	Is the solution scalable? Will it continue to be relevant for the foreseeable future?	The solution has a limited shelf life and would likely be irrelevant in 1-2 years.	The solution has potential to scale, and remain relevant for 1-2 years.	The solution is scalable, and is very likely to be relevant for 2-5 years.
Feasibility	How easily can the solution be implemented?	The solution is not realistic or implementable.	The solution can be implemented to varying degrees, may face obstacles.	The solution can easily be implemented.

13.   GENERAL CONDITIONS

By entering the Hackathon, each participant agrees to the use of his/her Submission, along with his/her name, address, voice, statements about the Hackathon and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Organizers in any manner whatsoever, including print, broadcast or the internet.

Each participant further grants to the Organizers the right to record and/or photograph the participant during the Hackathon Period and the right to use any such recordings and photographs, without further notice or compensation in any publicity or advertisement carried out by the Organizers in any manner whatsoever, including print, broadcast or the internet.

The Organizers will not be liable for: (i) any failure of the Website before, during or after the Hackathon Period; (ii) for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website or for any entry to be deemed inadmissible during Phase 1; (iv) any injury or damage to a participant's or any other person's computer related to or resulting from participating or downloading any material in the Hackathon; (v) any illness, injury, sleep deprivation, stress related illness/injury or any other illness/injury of any kind claimed to be caused by or related to a participant's entry or participation in

this Hackathon; and/or (vi) any combination of the above.

BY PARTICIPATING IN THE HACKATHON, EACH PARTICIPANT HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE ORGANIZERS, SPONSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, ELECTED OFFICIALS, CONTRACTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES

OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO:

(A) FAILURE BY THE PARTICIPANT TO COMPLY WITH ANY OF THESE RULES; (B) ANY MISREPRESENTATION MADE BY A PARTICIPANT UNDER THESE RULES OR OTHERWISE TO AN ORGANIZER IN REGARDS TO THE HACKATHON; (C) PARTICIPATION BY THE PARTICIPANT IN THE HACKATHON; (D) RECEIPT, USE OR REDEMPTION OF ANY PRIZE BY THE PARTICIPANT , OR HIS/HER INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE; (E) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGMENT OR ANY OTHER INTELLECTUAL PROPERTY RELATED CAUSE OF ACTION.

The Organizers reserve the right to withdraw, suspend or amend this Hackathon in any way, in the event of any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Organizers that interferes with the proper conduct of this Hackathon as contemplated by these Rules. Any attempt to deliberately damage the Website or any website or to undermine the legitimate operation of this Hackathon is a violation of criminal and civil laws and should such an attempt be made, the Organizers reserve the right to seek remedies and damages to the fullest extent permitted by law. The Organizers reserve the right to cancel, amend or suspend this Hackathon, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

This Hackathon is subject to all applicable federal, provincial and municipal laws.

The decisions of the Organizers with respect to all aspects of this Hackathon are final and binding on all participants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of participants and/or Submissions. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations as between the participant and the Organizers in connection with the Hackathon shall be governed by and construed in accordance with the laws of the province of British Columbia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the Submission of any other jurisdiction's laws.

The Organizers reserve the right, in their sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any participant or Submission with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Organizers, in their sole and absolute

discretion, affect the proper administration of the Hackathon as contemplated in these Rules. The Organizers further reserve the right, in their sole and absolute discretion, and without prior notice, to terminate or cancel the Hackathon or any part thereof.