

CAPITAL ONE® GIFT THE CODE™ HACKATHON

Official Hackathon Rules and Regulations

The Capital One “Gift the Code” Hackathon (the “**Hackathon**”) is administered by Hackworks Inc. (“**Hackworks**”) on behalf of Capital One Bank (Canada Branch) (“**Capital One**”) (Hackworks and Capital One are referred to collectively herein as the “**Organizers**”) for the benefit of participating non-profit organizations (each, a “**Charity**”). By participating in the Hackathon, participants (each, a “**Participant**”, “**you**” and “**your**”) confirm they have reviewed and agree to these Official Hackathon Rules and Regulations (the “**Rules**”) and will abide by the decisions of the Organizers and the Hackathon staff. You also agree to comply with all applicable laws in your participation in the Hackathon.

1. PURPOSE:

The Hackathon is an opportunity for you to innovate, ideate, and rapidly prototype a creative technological solution to a unique challenge faced by a Canadian non-profit organization, all in open source. The Hackathon is a charitable event with no compensation or prizes of material monetary value, and is not a competition or a contest.

2. ELIGIBILITY:

The Hackathon is open to all members of the public who are at least 18 years of age. All Participants must be legal residents of Canada, with the exception of employees or contractors of Capital One, its parent company, subsidiaries and affiliates, who must be residents of Canada or of the United States.

The Organizers may at any time in their sole discretion disqualify any Participant who does not meet the Hackathon’s eligibility criteria (including failure to provide evidence, to the satisfaction of the Organizers, of their meeting the eligibility criteria), fails to comply with these Rules or the Hackathon Code of Conduct, or who attempts to disrupt the Hackathon in any manner.

3. HOW TO PARTICIPATE:

To participate, register for the Hackathon at GiftTheCode.ca (the “**Website**”). There is no fee for registration or participation. Registration opens on August 29, 2017 at 9:00 am EST and closes on the earlier of: (i) November 2, 2017 at 5:00 pm EST; or (ii) when two hundred (200) Participants have registered to participate (the “**Entry Period**”).

Should two hundred (200) Participants register prior to the end of the Entry Period, the Organizers may offer a waitlist for individuals interested in participating. In the event that any of the registered Participants advise the Organizers that they are not able to attend the Hackathon prior to the end of the Entry Period, their spot may be offered to individuals on the waitlist on a ‘first come, first serve’ basis.

Once registered, you’ll receive a confirmation email from the Organizers at the email address provided on your registration.

4. PODS:

Participants are required to work on a team of four (4) to eight (8) Participants (each, a “**Pod**”). You can only work on one Pod over the course of the Hackathon, and you can’t trade, swap, or re-assign Pod members except with the permission of the

Organizers. If you haven't formed your Pod in advance of the Hackathon, the Organizers may assign you to one based on your skills, experience, or other factors at the Organizers' sole discretion.

5. HACKATHON DETAILS:

The Hackathon begins on November 3, 2017, at 6:00 pm EST and ends on November 5, 2017 at 2:30 pm EST (the "**Hackathon Period**"). The Hackathon will take place at the Mattamy Athletic Centre Toronto (50 Carlton St, Toronto, ON M5B 1J2). You're responsible for transportation to and from the Hackathon venue, and any transportation costs to get you there and back.

At the beginning of the Hackathon Period, each Pod will be assigned to a Charity. A representative from the Charity will brief your Pod on the Charity's objectives, activities, and unique technological challenge (a "**Charity Challenge**"). Once you've been assigned your Charity Challenge, you can't change Pods or request a trade or replacement Charity or Charity Challenge, except with the permission of the Organizers.

During the Hackathon Period, all Pods are invited to create and demonstrate a solution to your Charity Challenge (a "**Submission**"). Pods may work on their Submissions at any time throughout the Hackathon Period, but must submit them prior to the end of the Hackathon Period. Submissions are subject to additional requirements, set out under the section titled "SUBMISSION REQUIREMENTS" below.

All Participants will be required to provide their own computer(s) and any other hardware required to develop and submit their Submission. The Organizers may provide access to software, APIs, databases, or other tools to assist you in developing your Submission; however, the Organizers aren't obligated to provide you with any hardware or software support. You will be provided with food and drink over the course of the Hackathon, but are otherwise responsible for any and all costs or expenses you incur in participating in the Hackathon. If you have any allergies or dietary restrictions, it is your responsibility to inform the Hackathon staff. If you have a disability and require accommodation, you must notify the Hackathon staff so that a reasonable accommodation may be made.

7. SUBMISSION REQUIREMENTS:

BY PARTICIPATING IN THE HACKATHON AND SUBMITTING A SUBMISSION, EACH PARTICIPANT AGREES THAT THEIR SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL REQUIREMENTS PROVIDED IN THESE RULES. NEITHER THE ORGANIZERS NOR THE CHARITIES WILL BEAR ANY LIABILITY FOR ANY DAMAGES OR LOSSES ARISING FROM THE ACCESS OR USE OF ANY SUBMISSION BY THE ORGANIZERS OR CHARITIES (OR ANY OTHER ENTITY). EACH PARTICIPANT AGREES TO HOLD EACH OF THE ORGANIZERS AND THE CHARITIES HARMLESS IN THE EVENT THEIR SUBMISSION DOES NOT COMPLY WITH ANY OF THESE REQUIREMENTS.

Your Submission must never have been previously published, exhibited publicly, or submitted in any hackathon, exhibition, or similar competition, contest, or event. All proprietary code used in your Submission must be developed during the Hackathon Period (though you may have worked on designed, wireframes, or mock-ups in advance). Your Submission must also meet the following technical requirements:

- Your Submission must attach the Apache Open Source License 2.0. (See the section titled “INTELLECTUAL PROPERTY” below for more details);
- Your Submission must be submitted in the English language, unless otherwise specified by the Organizers;
- Your Submission must be submitted via the Website;
- Your Submission must be in an acceptable file type (.ipa or .apk, or source files to a locally hosted website/web app, or hosted website/web apps);
- Your Pod must use a code repository (Github or Bitbucket) to share your Submission with the Organizers; and
- Your Submission must meet any other technical requirements, guidelines or criteria provided on the Website or otherwise specified by the Organizers

By participating in the Hackathon and submitting a Submission, you further warrant and represent that your Pod’s Submission:

- is original to at least one of your Pod members and at least one of your Pod members has obtained all necessary rights in and to the Submission (and all components thereof) for the uses set out under these Rules;
- only includes materials (including source code (both open source and third party sourced), user interface, music, video or images) that you own or that you have a license or permission from the owner to use, and that you have provided any permissions or acknowledgments as required by any applicable licenses or permissions;
- does not breach the terms and conditions of any software, code, service, platform, or other technology embedded, used or leveraged by your Submission;
- does not contain any malware, Trojan horses, backdoors, or corrupt or malicious code;
- 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; and
- is not defamatory, trade libellous, 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 behaviour 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.

8. INTELLECTUAL PROPERTY:

You own your Submission and any copyright, patent, or intellectual property rights in your Submission. **In consideration of their participation in the Hackathon, each Participant agrees to make their Submission open source and attach the Apache Open Source License Version 2.0 to their Submissions' code.** The Apache Open Source License Version 2.0 can be found at <http://www.apache.org/licenses/LICENSE-2.0>.

In addition, by submitting your Submission, you grant the Organizers an unrestricted, royalty-free, perpetual, irrevocable, worldwide, sublicensable, assignable licence (but not the obligation) to reproduce, communicate, modify, display, transmit, publicly perform, make derivative works from, and otherwise use your Submission (in whole or in part) without any fee or other form of compensation, and without further notification or permission, for the purposes of (a) using, reviewing, assessing, testing, and otherwise analyzing your Submission and any of its contents in connection with the Hackathon, and (b) featuring your Submission and any of its contents for promotional purposes, without further notice or compensation, in any publicity or advertisement carried out by the Organizers in any media now known or later developed, including social media, print, broadcast or the internet. You agree to sign any necessary documentation that may be required for the Organizers and their designees to make use of the rights you have granted above. You acknowledge that neither the Organizers nor any of the Charities are obligated to use your Submission for any purpose.

By participating in the Hackathon, you understand and acknowledge that Capital One may have developed or commissioned, or may develop or commission in the future, materials similar or identical to your Submission. You waive any and all claims you may have resulting from any similarities between your Submission and any such materials. In addition, you understand and acknowledge that Capital One cannot control any information that you may disclose to employees, contractors, or other representatives of Capital One (who may or may not be Participants in the Hackathon) in the course of your participation in the Hackathon. You also understand that Capital One will not restrict work assignments of representatives who may have had access to your Submission. By participating in the Hackathon, you agree that the use of such information by the unaided memory of any Capital One representatives in the development or deployment of any products or services will not give rise to any liability of Capital One under any applicable copyright, patent, or other intellectual property laws.

9. PRIZES

There are no prizes for participating in the Hackathon or submitting a Submission. You understand and acknowledge that you will not receive any compensation or credit, paid or otherwise, from the Organizers the Charities, or any other entity for your participation in the Hackathon or for your Submission.

Throughout the Hackathon, the Organizers may assign badges, trophies, or other

awards to Pods or individual Participants. These badges, trophies, or other awards have no material monetary value and may or may not be assigned by the Organizers in their sole discretion.

10. PRIVACY

By registering and participating in the Hackathon, you consent to the Organizers and their affiliates and advertising and promotional agencies (including those located in the United States) collecting, storing and using your name, email address, daytime telephone number, and age for the purpose of administering the Hackathon, carrying out recruitment activities, and for any other purposes required or permitted by law. The Organizers may send you emails related to your participation in the Hackathon, but will not use your personal information for marketing or advertising purposes without your express consent.

11. CONDUCT

By registering and participating in the Hackathon, you agree to comply with the Hackathon Code of Conduct, as well as any other rules, restrictions, or instructions provided by the Hackathon staff. You acknowledge that failure to comply with any of the above may result in your immediate disqualification from the Hackathon and removal from the Hackathon venue.

Any attempt to deliberately damage the Website or any other website affiliated with the Hackathon, the Organizers or the Charities, to undermine the legitimate operation of this Hackathon, or to abuse, threaten or harass any Participants or Hackathon staff may constitute a violation of criminal and civil laws and should such an attempt be made, the Organizers may disqualify you, may ban you from participating in any future hackathons or similar events, and reserve the right to seek remedies and damages to the fullest extent permitted by law.

12. PUBLICITY:

By registering for the Hackathon, you agree to the use of your name, address, hometown, voice, statements about the Hackathon and/or photograph or other likeness, and you grant to the Organizers and the Charities the right to record and/or photograph you 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 or the Charities in any media now known or later developed, including social media, print, broadcast or the internet.

13. GENERAL CONDITIONS:

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 associated with the Hackathon; (iii) the failure of any Submission 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 the Hackathon Period; (iv) any injury or damage to a Participant's or any other person's computer or other hardware related to or resulting from participating in 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, THE CHARITIES, AND THEIR EMPLOYEES, DIRECTORS, OFFICER, AFFILIATES, AGENTS, AND ADVERTISING AND PROMOTIONAL AGENCIES 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; AND (D) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY RELATED CAUSE OF ACTION.

The Organizers reserve the right to cancel, amend or suspend this Hackathon, or to amend these Rules, at any time, for any reason, and without prior notice or obligation. If the Organizers update or amend these Rules, updated or amended version(s) will be posted to the Website. You are responsible for checking the Website regularly for any updates to these Rules. In the event of any discrepancy or inconsistency between these Rules and disclosures or other statements contained in any Hackathon-related materials, the terms and conditions of these Rules shall prevail, govern and control.

These Rules will be governed, construed and interpreted exclusively by the laws of the province of Ontario and the federal laws of Canada applicable therein, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the Submission to be subject to any other jurisdiction's laws.

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CODE OF CONDUCT

Provided by: hackcodeofconduct.org

Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, or religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention.

Photography is encouraged, but other participants must be given a reasonable chance to opt out from being photographed. If they object to the taking of their photograph, comply with their request. It is inappropriate to take photographs in contexts where people have a reasonable expectation of privacy (in bathrooms or where participants are sleeping).

Participants asked to stop any harassing behaviour are expected to comply immediately.

As this is a hackathon, we like to explicitly note that the hacks created at our hackathon are equally subject to the anti-harassment policy.

Sponsors and partners are also subject to the anti-harassment policy. In particular, sponsors should not use sexualised images, activities, or other material. Sponsor representatives (including volunteers) should not use sexualised clothing/uniforms/costumes, or otherwise create a sexualised environment.

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of hackathon staff immediately. Hackathon staff will be happy to help participants contact any local security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the hackathon. We value your attendance.

If a participant engages in harassing behavior, the hackathon organisers may take any action they deem appropriate. This includes warning the offender, expulsion from the hackathon with no refund (if applicable), or reporting their behaviour to local law enforcement.

We expect participants to follow these rules at hackathon and workshop venues and hackathon-related social events.