

Rules & Regulations of The Museum VX Hackathon

The Museum VX Hackathon (the “**Hackathon**”) is administered by Hackworks Inc. on behalf of the Canadian Museum of History (Hackworks and Canadian Museum of History collectively the “**Organizer(s)**”) and its Hackathon partners and Hackathon sponsors (**TBD** and any other unnamed, publicly identified sponsors, collectively the “**Sponsor(s)**”). The Hackathon is governed by the rules set out below. By entering the Hackathon, you agree to abide by the 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 students enrolled at Carleton University and Algonquin College to submit an application that explores opportunities that will allow them to upgrade visitor experiences with the latest technologies.

2. **ELIGIBILITY:**

The Hackathon is open to full-time students currently enrolled at Carleton University and/or Algonquin College in one of the following programs: TBD. 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 not eligible to participate in the Hackathon.

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 and demonstrate in the Hackathon, but are not eligible for judging or to receive prizes (see Judging Process and Prizes below).

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 Hackworks Inc. in their sole and absolute discretion, will hereinafter be referred to as an “**Eligible Entrant(s)**”.

Eligible Entrants are subject to verification in the sole and absolute discretion of Hackworks Inc. Hackworks Inc. reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Hackworks Inc. – including, without limitation, government issued photo identification) to participate in this Hackathon. Failure to provide such proof to the satisfaction of Hackworks Inc. 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 November 1st, 2016 and ends on either: (i) November 26th, 2016 at 9am EST; or (ii) when all spaces available at the Canadian Museum of History venue become full.

The Hackathon begins on November 26th, 2016 at 9:00 a.m. EST and ends on November 27th, 2016 at 8:00 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.museumvx.ca (the “**Website**”) All entries will receive a confirmation email, participants must respond and confirm their attendance in order to secure a spot for the Hackathon.

4. **HOW TO PARTICIPATE:**

An Eligible Entrant must register for the Hackathon during the Entry Period, at www.museumvx.ca. Once registered, Organizers will send a confirmation email including a survey that must be submitted in order for participants to secure their spot for the Hackathon.

5. TEAMS:

Participants must work in a team of between four (4) and six (6) people, with each individual or team member meeting the requirements of an Eligible Entrant and being registered to participate in the event. Individuals may only participate alone or on a team. For greater certainty, individuals may not work on multiple teams, or work alone and on a team.

If it is discovered that an Eligible Entrant is found to have participated more than once, then (in the sole and absolute discretion of the Organizers) he/she, the team(s) and all the Eligible Entrants participated with 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 Entrants participating will be required to create and demonstrate a Submission (Submission Requirements listed below).

Participants may begin working on their Submissions at 1:00 p.m. EST on November 26th, or after they have been advised to begin working by on-site organizers, whichever is earlier. They may continue working on their Submissions until 4:00pm EST on November 27th, 2016, the end of the Hackathon Period.

All Eligible Entrants 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 Evergreen Brickworks, food, drink and all other costs/expenses for the duration of the Hackathon Period.

7. SUBMISSION REQUIREMENTS:

Submissions must be interactive installations and/or software applications such as mobile applications, web applications, websites, PC applications or Mac that are thematically tied to the Hackathon and meet the requirements outlined in the judging criteria.

BY COMPLETING AND DEMONSTRATING A SUBMISSION, EACH ELIGIBLE ENTRANT AGREES THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE ORGANIZERS, SPONSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "**RELEASED PARTIES**") WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY SUBMISSION BY THE ORGANIZERS (OR ANY OTHER ENTITY). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY EACH ELIGIBLE ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT HE/SHE OR THE TEAM HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Completed and demonstrated Submissions must never have been previously published, exhibited publically, or selected as a winner in any other contest. Submissions that are derivatives or expansions of existing concepts will be eligible if at least one new and unique aspect can be demonstrated. Submissions cannot use any pre-existing proprietary code. All proprietary code used in the Submissions must be developed during the Hackathon Period. To be eligible for entry in this Hackathon, an Eligible Entrant's/team's Submission must meet the requirements set out herein.

By participating in the Hackathon, each Eligible Entrant 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 or the team's Submission:

- is original to him/her (or, in the case of a Team, to at least one of the team members) and that the Eligible Entrant has (or 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 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 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, trade-marks, 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.

Submissions must be submitted in English.

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, sub-licensable, assignable license (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 the Organizers are not obligated to use your Submission for any purpose.

By participating in the Hackathon, you understand and acknowledge that the Canadian Museum of History 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 **Museum VX Hackathon** materials. In addition, you understand and acknowledge that the Canadian Museum of History cannot control any information that you may disclose to employees, contractors, or other representatives in the course of your participation in the Hackathon.

SUBMISSIONS PREVIEWED ON WEBSITE:

Organizers may, in their sole and absolute discretion, choose to display certain Submissions or parts thereof on the Museum VX Website (museumvx.ca), the Canadian Museum of History website (historymuseum.ca), or the Canadian War Museum website (warmuseum.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).

9. PRIZES:

First Prize: TBD

Second Prize: TBD

Third Prize: TBD

10. WINNER SELECTION PROCESS:

Demos and Judging

A panel of judges appointed by the Organizers (the "**Judges**") will be in charge of reviewing all Submissions.

- Each Submission will be judged by at least 3 judges according to the stated Judging Criteria. Scores will be tallied and winners announced.

11. JUDGING CRITERIA:

| Criteria | |
|----------------|---|
| Problem Solver | Effectively addresses one of the Hackathon challenges. |
| Impact | The solution will have an immediate and positive impact on the museum experience. The impact is argued using convincing arguments and/or relevant data. |
| Implementation | The solution can be implemented by the museum in a timely and affordable fashion |
| Functionality | The solution prototype works and functions as intended. The presentation demonstrates a high level of software or hardware competence. |
| Pitch Perfect | Was the presentation organized, clear, and engaging? Did the presenters identify the challenge they used, how they chose to answer it and why it's the right way to tackle the problem? |
| Design | The design of the solution was well thought out, user-friendly and provides an intuitive and attractive user experience. |
| Innovation | The team has identified a unique way to solve the problem. The solution provides a new and transformative idea that changes the museum experience. |
| Pushing Tech | The team uses some of the new technologies (software and/or hardware) that are made available during the hackathon to solve the challenge statement they chose. |

12. GENERAL CONDITIONS:

By entering the Hackathon, each Eligible Entrant 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.

In consideration of being selected to participate in the Hackathon, and agreeing to so participate, each Eligible Entrant further grants to the Organizers the right to record and/or photograph himself / herself 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 Released Parties 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 an Eligible Entrant'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 an Entrants entry or participation in this Hackathon; and/or (vi) any combination of the above.

BY ENTERING THE HACKATHON, EACH ELIGIBLE ENTRANT HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES 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 ELIGIBLE ENTRANT TO COMPLY WITH ANY OF THESE RULES; (B) ANY MISREPRESENTATION MADE BY AN ELIGIBLE ENTRANT UNDER THESE RULES OR OTHERWISE TO ANY OF THE RELEASED PARTIES IN REGARDS TO THE HACKATHON; (C) PARTICIPATION BY THE ELIGIBLE ENTRANT IN THE HACKATHON; (D) RECEIPT, USE OR REDEMPTION OF ANY PRIZE BY THE ELIGIBLE ENTRANT, 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 INFRINGEMENT 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 entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Eligible Entrants and/or Submissions. All issues and questions concerning the construction, validity, interpretation and enforceability of the Hackathon Rules or the rights and obligations as between the Eligible Entrant and the Organizers in connection with the Hackathon shall be governed by and construed in accordance with the laws of the province of Ontario 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 Eligible Entrant 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.