

Code of Conduct & Participant Agreement

This document is the Code of Conduct and Participant Agreement (“Agreement”) for the oneM2M Hackathon event (“Hackathon”) organized by Telecommunications Industry Association (“Organizer”). This Agreement is binding for individuals that are attending the Hackathon (“Participants”) for the purpose of creating designs, software, presentations, etc. (“Solutions”).

Participants: The Hackathon is open to Participants over the age of 18 who are registered and are able to attend the Hackathon in-person. Additionally, the following are not eligible to be Participants:

- Individuals directly involved with the design, production, promotion, execution, or distribution of the Hackathon, and any member of their immediate family or household;
- Any individual involved in judging or awarding prizes, and any member of their immediate family or household;
- Any individual or organization whose participation in the Hackathon would create, in the sole discretion of the Organizer, a real or apparent conflict of interest.

Participants are also not permitted to bring any individual under the age of eighteen to the event regardless of the relationship (child, student, etc.). Participants attempting to access the facility accompanied by Individuals under the age of eighteen will be denied entry to the event.

Team: Analysts, software developers, engineers or any other Participants needed to deliver a Solution (“Team”). Because a Team must be able to deliver a Solution at the end of the Hackathon, there must be Participants on each Team that can analyze, develop, deliver and demonstrate the Solution. If Participants are looking to create a Team at the Hackathon, the Organizer may be able to help you find other Participants to form a complete Team. However, the Organizer takes no responsibility for ensuring that a Team is sufficiently staffed. You will need to ensure that Participants on your Team agree to the level and duration of effort required. The Hackathon will require a significant time commitment for two consecutive days.

Registration: Participants must pre-register for the event. Persons arriving at the event without a previous registration may not be allowed entry. Organizer is using Eventbrite (www.eventbrite.com) for Hackathon registration. By registering, you agree that (a) your information is complete, correct and accurate and (b) your registration may be rejected or terminated and any Solution submitted by you may be disqualified if any of the information is (or Organizer has reasonable grounds to believe it is) incomplete, incorrect or inaccurate.

Eligibility/Vetting: Target areas for Solutions have been identified for the Hackathon (“Challenges”). Everyone who has an idea for one of the Challenges and a passion for creating a Solution is encouraged to register; however, the oneM2M technology must be used in order for Solution to be eligible for judging/prizes. Final eligibility for prizes will be determined at the sole discretion of the Organizer.

Education/Training: The schedule includes time at the start of the Hackathon for Participants to learn about the technologies that will be available for creating Solutions. This time is scheduled so that the Participants can gain knowledge about oneM2M and other technologies, learn how they can be used and organize Teams for Solution creation. The Education/Training provided assumes that Participants have prior technical expertise in creating software. Experts will be available to assist throughout the Hackathon, however, Participants that do not have a technical background may not be able to create a Solution in the required timeframe. Participants may elect to attend the education & training only as an option.

Solutions: Teams should make every effort to document and create their Solution with the following considerations:

- There should be a clear problem that the Team is trying to solve *plus* a reasonably specific proposed Solution.

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- Teams should identify a leader who will manage progress and communicate all information about the Solution from application through to completion.
- It is important to document a high level plan of the tasks that need to be completed in order for the Solution to be delivered along with individual Team members responsibilities for each of those tasks.
- The progress of your Solution should be managed and monitored by the Team so you can complete your development in time for judging on the second day.

Intellectual property: All Teams retain full ownership of the Solution created for the Hackathon. Solutions must: (a) be your Team's original work product; (b) be solely owned by your Team, with no other person or entity having any right or interest in it; and (c) not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, trade secrecy, contract, and/or privacy rights, of any other person or entity. A Team may create a Solution that includes the use of Open Source Software or hardware.

Judging: The prize winners will be chosen from the Teams of Participants by a panel of judges selected by the Organizer. The judges' decisions are final, binding and uncontestable. Solutions will be evaluated based on the following criteria:

- Originality – How creative, inventive or novel is the Solution
- Effective/Scalable – How effective is the Solution in achieving the Challenge(s) objectives, and how scalable is it?
- Teamwork – How well did the Team come together to execute the Solution?
- Usability/UX – How well defined and thought through is the user engagement?
- Presentation – Quality of the presentation to the judges

Prizes: The Organizer reserves the right to not award a prize in the event that an insufficient number of eligible entries meet the minimum judging criteria as determined in their sole discretion. Organizer is not responsible for any dispute among Teams or Participants related to prizes.

INDEMNIFICATION: UNDER NO CIRCUMSTANCES WILL ORGANIZER BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF OR RELATING IN ANY WAY TO THE HACKATHON AND/OR THIS AGREEMENT. PARTICIPANT SHALL INDEMNIFY AND HOLD ORGANIZER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGN HARMLESS AGAINST ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES) INCURRED BY ORGANIZER IN CONNECTION WITH, ARISING OUT OF OR RELATING IN ANY WAY TO THE HACKATHON AND/OR THIS AGREEMENT.

Governing Law: The Hackathon is subject to federal, state, and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to any conflict of laws rules and principles. All disputes, claims and causes of action arising out of or in connection with the Hackathon, prizes or this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the state courts of the State of Texas.

Severability: If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

Personal Conduct: Organizer is dedicated to providing a harassment-free experience for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, previous Hackathon attendance or computing

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experience (or lack of any of the aforementioned). Organizer will not tolerate harassment of Participants in any form. Sexual language and imagery is not appropriate. Participants violating these rules may be sanctioned or expelled from the Hackathon at the sole discretion of the Organizer.

Other: Participants are solely responsible for ensuring that Solutions do not violate any policies set by a company/employer. Participants are further responsible for ensuring that participation in the Hackathon and Solutions do not violate any contractual obligations or other legal obligations regarding confidentiality or intellectual property ownership of a company/employer. Organizer disclaims any and all liability or responsibility for disputes related to the Hackathon.

The Organizer is not responsible for (i) late, lost, damaged, incomplete, or misdirected applications, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Solutions; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. Organizer reserves the right, in its sole discretion, to cancel, modify or suspend the Hackathon in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Hackathon is compromised, without liability to the Participants. Organizer reserves the right to disqualify any Participant, in its sole discretion.

Organizer reserves the right to cancel or suspend the Hackathon with or without notice and for any or no reason. Organizer is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Hackathon.

Participants understand that the Hackathon may be photographed, videotaped, recorded, etc. and hereby grants us the right to use or refrain from using Participant's name and/or likeness any and all footage about Participant's participation in the Hackathon and Participant's Hackathon Solution in any manner or media that we choose without Participant's review or approval and without compensation.

By participating in the Hackathon, Participants consent to the use of their personal information. Participant consents to the use of this personal information by the Organizer, Organizer's Partners, Sponsors, and any/all third parties acting on their behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments, etc. It may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use also includes advertising and promotional purposes.