



CREATIVE HACK JA 2023 Edition “Hack the City”

TERMS & CONDITIONS

CREATIVE HACK JA (“Hackathon”)

Sponsored by Kingston Creative (“Sponsor”).

Funded by IDB Lab and the Development Bank of Jamaica (“Funders”)

BY PARTICIPATING, YOU HEREBY AGREE TO THESE TERMS AND CONDITIONS.

Acceptance: Participation in the Hackathon constitutes Participant’s full and unconditional agreement to and acceptance of these Terms and Conditions (“Terms”). The term “you” refers to you, the “Participant”.

Schedule: The Hackathon begins on January 27 - 29, 2022. Participants must be available from:

- From 5:30 PM EST to 8:30 PM EST on January 27, 2022
- From 8:00 AM EST to 5:00 PM EST on January 28, 2022
- From 10:00 AM EST to 1:00 PM EST on January 29, 2022

The Sponsor reserves the right to change the timing and duration of the hack as required. Participants will be advised of the updated dates and times as applicable. To participate, you must be in attendance, in person, at the designated hackathon venue for the full duration of the hack. You must make your own travel and accommodation arrangements and cover all associated costs and expenses.

Eligibility: The Hackathon is open to individuals who meet the following eligibility criteria:

- Participants must be at least 21 years old
- Participants must be legally resident in Jamaica.

Employees of Sponsor, Funders and their respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfilment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Hackathon period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Hackathon.

Teams: Participants may participate either as part of a team of three (3) - six (6) people. Switching teams during the event is not allowed. The Sponsor is not responsible for, and will not assist in resolving, any disputes between team members. Please note that:

- A team may only submit one Entry
- Incomplete Entries may be disqualified
- Each Participant must supply his/her own laptop to participate

Obligations: As a Participant, you will be required to do the following:

- Attend the hackathon mixer on Thursday
- Participate in all the Hack workshops on Friday
- Submit a pitch deck outlining the solution developed by the team

Scoring of Entries: A panel of 6 judges with relevant expertise will be responsible for judging the Pitch Decks and proposed solutions. The Entries will be judged according to the following criteria:

- originality/creativity (20%)
- innovation (25%)
- analytical skills (10%)
- strategic thinking (15%)
- practical implementation (30%)

The Entry that earns the highest overall score will win. The decisions of the judges will be final. In the event of a tie for any place, judges will deliberate to determine a single winner. Judging will start at approximately 12 pm EST on January 28, 2022 and continue until approximately 12.30 pm EST on January 29, 2022. Each Participant or team must be available during the judging period to demonstrate the Participant's or team's Entry.

Live Pitching: Participants whose Entries are awarded the top ten scores by the judges will also be asked to demonstrate their Entry by pitching live to the Participants, audience and the judges.

Intellectual Property: All submissions to Creative Hack Ja will remain the intellectual property of the team and its members. By registering for Creative Hack Ja and entering a submission, however, the Participant agrees to provide the Sponsors and the Funders irrevocable, nonexclusive, royalty-free licence to use, distribute to the public, and publicly display and perform such submission and works for non-commercial use and promotional purposes.

The participant, likewise, unconditionally and perpetually agrees that any derivatives, modifications, enhancements or improvements to the submission (or related documentation) developed by Kingston Creative Limited will be owned exclusively by Kingston Creative Limited subject to such terms and conditions as may be agreed in good faith by the parties in a further agreement.

By participating in Creative Hack Ja, the Participant hereby represents and warrants that in the development of their submission the team will not use any content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights unless the participant is the owners of such rights or has permission from the

rightful owner to use the content and to grant Kingston Creative Limited and its designated associates all of the rights granted here, or are under the open source or creative commons licences. The participant further warrants that they have neither assigned nor otherwise entered into an agreement which they purport to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with the obligation under this Agreement.

Indemnity: You agree to release, indemnify, defend and hold Sponsor and Funders, their affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organisations related to the Hackathon, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Hackathon or acceptance or use of funding or parts thereof, including without limitation (i) any condition caused by events beyond Sponsor's control that may cause the Hackathon to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Hackathon; (v) any printing or typographical errors in any materials associated with the Hackathon; technical errors that may impair your ability to participate in the Hackathon; or (vi) errors in the administration of the Hackathon.

Reporting: The participant agrees that in the event that their team is awarded a cash prize, that they will, together with team members, provide Kingston Creative with a report on the activities related to the implementation of their idea and use of funding provided. A report shall be provided at 3 months then at 6 months after the acknowledged receipt of the prize money.

Eligible Expenditure:

Participants agree that they will use their winnings to advance the goals of their presented solution.

Funding & Payment: The Participants whose Entries are awarded the top three (3) highest scores by the judges will receive cash or in kind award for funding or advancing the implementation of the solution. Sponsors will not replace any lost or stolen funding. Winners are solely responsible for any and all taxes, if any, that apply to prizes. If a selected winner cannot be contacted, is ineligible, fails to claim a funding and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner will be selected from remaining valid, eligible Entries timely submitted. Participants on winning teams shall provide to Kingston Creative a local bank account to which the funding for the idea proposed are to be transferred. Participants shall agree on and communicate to Kingston Creative in writing which Jamaican dollar account is to receive the funds, and shall all acknowledge receipt of cash or in-kind in writing. Kingston

Creative shall not be responsible for any dispute between team members regarding payment or usage of funds or prizes and in the case of cash shall make one lump sum payment per each winning team. By written request and Sponsor approval, funds can also be paid to a third party organisation or NGO that will be involved in the implementation of the solution.

Publicity: Participants on winning teams will make all reasonable efforts to be available for publicity opportunities organised by Kingston Creative. Participants consent to having their profile pictures, team pictures, biographies, and information on their submitted solutions shared with the media and general public through digital and print media and displayed on any of the Sponsor's social media accounts or outlets without additional compensation.

Supporting the Implementation: Kingston Creative will introduce participants on winning teams to agencies and organisations with expertise in the areas being worked on by the participants. Participants are expected to make themselves available, obtain input from the recommended agencies and organisations to assist with the implementation of their solutions, and to update them on the progress of the implementation.