

# Code of Conduct

## Hacking Mount Pearl



The City of Mount Pearl has established the following rules to govern this Hackathon, Hacking Mount Pearl. By entering the Hackathon, you agree to abide by these rules and decisions of the Hackathon judges. You also agree to comply with all applicable laws of the province.

### 1. Hackathon Purpose

The Hackathon is an opportunity for you to create a product or solution that makes use of data from the City. On the final day of the Hackathon, your product will be critiqued and scored in accordance with these rules.

### 2. Venue and Date

The Hackathon will take place at the Reid Community Centre (126 Smallwood Drive, Mount Pearl) beginning on November 1, 2019 and ending on November 3, 2019.

The venue will be open to participants during the following hours (NL time):

Friday, November 1, 2019 – 6:00 pm to 10:00 pm

Saturday, November 2, 2019 – 8:00 am – 11:59 pm

Sunday, November 3, 2019 – 12:00 am to 4:00 pm

Participants are not permitted to remain on premises outside of venue hours (see above). Participants are asked to conduct all activities associated with the Hackathon at the Reid Community Centre, including the development of solutions and formulation of final presentations.

The Reid Community Centre is a non-smoking facility.

### 3. How to Enter

You must enter the Hackathon by registering online at [hackingmp.eventbrite.com](http://hackingmp.eventbrite.com). You must enter the required information accurately during the registration process. The City reserves the right to disqualify applicants for non-compliance.

Registration closes on October 29th, 2019 at 8 pm.

It is solely your responsibility to ensure that you are properly registered. Registration fees must be paid at the time of registration. Registration is limited to the first 100 applicants.

#### 4. Eligibility – Participants

At the time of entry, you must be at least 16 years of age. There are no other eligibility restrictions.

#### 5. Teams

Participants compete in teams during the Hackathon. Teams will consist of a maximum of five participants.

#### 6. Your Submission

The solution that you develop at the Hackathon must meet all of the following criteria:

- a) It must not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by The City at their sole discretion).
- b) It must not contain any content that violates any law or any third party's rights (including privacy, personal and intellectual property rights).

The City may disqualify any submission if it determines (in their sole discretion) that the entry does not comply with the above requirements or otherwise with these rules.

#### 7. Intellectual Property Rights

Participants will retain the intellectual property rights in the solution and presentation material they create. However, participants hereby grant to The City the unrestricted, royalty-free, perpetual, irrevocable, worldwide, sub-licensable, assignable, license (but not the obligation) to reproduce, communicate, publish, modify, display, transmit, broadcast, and otherwise use presentation material (in whole or in part) without any fee or other form of compensation, and without further notification or permission, for the following purposes:

- a) administering the Hackathon;
- b) identifying you by name as a member of the team that created the solution;
- c) displaying the winning entries in the Hackathon and in City publications/communications; and

d) advertising in any form or medium, including to advertise the Hackathon or future Hackathons or other events hosted by The City.

The City of Mount Pearl and other Organizations affiliated with the event are not responsible for how the intellectual property (IP), if any, will be shared.

Teams should discuss IP ownership and allotment before any work begins.

## 8. Judging Process and Prizes

During the afternoon of Sunday, November 3rd, participants will have the opportunity to present their submission to a panel of judges at the Reid Community Centre. Judges will critique and evaluate each submission. Each finalist team will be given 5 minutes to present their submission to everyone and two minutes for a question and answer period. Following each round of presentations, participants judge to determine winners for the following prizes.

Decisions of the judges will be final and binding. In the event of a possible conflict of interest between a judge and member of a team, the judge will excuse themselves from judging that particular team. If a judge excuses himself or herself from judging a team, an average score from the remaining judges will be used to replace that judge's score.

## 9. Prizes

All prizes must be accepted as awarded (with no substitutions). Prizing will be released shortly following the event. Distribution of prizes will be equally distributed among team members.

Prizes:

First place:

- \$7,500 cash
- \$10,000 in operating capital (to complete the product/solution)
- 2 seats in A1Next incubator space for 12 months
- 12-month Summit Centre membership/per participant

Second place:

- \$3,500 cash
- \$5,000 operating capital

Third place: \$2,000 cash

Community spirit: \$1,000 cash

## 10. Scoring Criteria

Detailed scoring criteria will be available prior to the start of hacking.

## 11. Winners

Winning teams who have been selected to receive prizing will be announced at the Hackathon on November 3, 2019. In order for a team to be declared a Hackathon winner and be eligible for a prize, it must have complied with, and remain in compliance with, these rules, and must sign and deliver to The City a standard declaration and release form, which will include: a declaration of each participant's compliance with these rules, an acceptance of the prize as awarded, a publicity release, a liability release, and any other documentation that The City may require.

The City requires valid proof of identity and age and other relevant documentation and may disqualify a participant if it determines (in its sole discretion) that the provided proof is not sufficient.

If a selected participant does not comply with all of the above requirements or does not otherwise comply with these rules, The City may disqualify the team, and the Hackathon judges will select a replacement team.

## 12. Disqualifications

The City may, at any time, in its sole discretion, disqualify any participant who: does not meet the Hackathon's eligibility criteria, fails to comply with these rules, attempts to enter the Hackathon in any manner or through any means other than as described in these rules, attempts to disrupt the Hackathon or attempts to circumvent any of these rules.

The City may also disqualify any individual who tampers with or in any way corrupts the entry or voting process, or who attempts to undermine the legitimate operation of the Hackathon by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other entrants or The City representatives.

### 13. Cancellation

If for any reason The City cannot run the Hackathon, they may cancel, modify, extend, or suspend the Hackathon. In that event, The City will award no prizes.

### 14. Your Additional Representations and Warranties

By submitting your product for judging, participants represent and warrant that:

- a) The City will not infringe or violate any third party's intellectual property, privacy, or other rights if The City displays, publicizes or otherwise uses participants' presentation materials as contemplated in these rules; and
- b) The submission meets all of the eligibility requirements set out in these rules.

### 15. Publicity/Personal Information Consent

Except to the extent otherwise prohibited by law, participation in the Hackathon constitutes a participant's consent to The City's use of the participant's name, photograph and other personal information provided by the participant in connection with the Hackathon for promotional purposes without further notification, permission, payment or consideration.

### 16. Disclaimers, Liability and Indemnification

In no event shall The City be liable for any direct, indirect, incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, lost profits or savings, or the cost of computer equipment and software), to the full extent that such may be disclaimed by law, or for any claim against you by any third party. In no event shall The City be liable for any claim, including claims by third parties, for loss or damages arising from participation in the Hackathon.

THE CITY OF MOUNT PEARL IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES RESULTING FROM THE USE, MISUSE OR MISINTERPRETATION OF ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES PROVIDED DURING THE HACKATHON.

## 17. Law

The rules will be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador, Canada and the federal laws of Canada applicable in Newfoundland and Labrador.

## 18. Disputes

All disputes, claims and causes of action arising out of or connected with the Hackathon, prizes or these rules will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Newfoundland and Labrador, Canada.

## 19. Further Information

For more information please email [hackathon@mountpearl.ca](mailto:hackathon@mountpearl.ca)