

Hackapost Terms of Engagement

Overview

Proximus, bpost, Microsoft Belux and AllThingsTalk organise in cooperation (hereinafter referred to as “The Organisers”, and individually referred to as “the Organiser”) in Belgium, a free contest without any obligation to buy, named Hack-a-post Hackathon (“Hackathon”).

The theme of the Hackathon is: *A two day challenge on Wednesday 17 February and Thursday 18 February to create apps and smart devices using IoT technology to create new services using postal assets.*

The competition

The two day Hackathon, will allow participants to, onsite in The Egg, Brussels, design and develop innovative devices and apps with instruments, technologies, methodologies and professional advice provided by the organisers. When selected, they will be invited to pitch their idea to an audience of technology entrepreneurs, innovators, and investors as well as a jury of professionals.

Role of The Organiser

- The Organiser is in charge of organising the Competition.
- The Organiser organises the two day Hackathon and will set up a jury who will name the winners of the Hackathon (“Jury”).
- The Organiser retains the right to change, supplement, add provisions or remove provisions from these terms.

What are the start and end dates?

The Hackathon will take place in Brussels on the 17th and 18th of February 2016 (see complete agenda below).

Who may enter?

A participant is eligible to enter into the online registration if he/she meets the following requirements at the time of entry:

- Participant is a natural person of at least 18 years of age. Participation is strictly excluded for all the Organiser's staff and their relatives, or all person which have been involved, directly or indirectly in the organisation of the Hackathon.
- Ideally be marketer, software or hardware developer, idea generator, designer, ..
- By registering on the website hackapost.be, the participant agrees:
 - To abide by all the rules stated in this document.
 - To release and hold harmless The Organiser, its subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind, arising from or in connection with the challenge.
 - To agree that all The Organiser's and Jury's decisions will be final and binding on all matters related to the Competition.
 - That any photo or video containing his likeness or voice, as may be shot or filmed during the Hackathon, may be published by The Organiser, in part or in full, with or without stating the participant's name, on any media, including but not limited to The Organiser's website and or Facebook page, at The Organiser's sole discretion. Before participating in the Hackathon, the Organiser will again ask for such respective written consent by separate document.

How to register for and participate in Hack-A-Post ?

Each participant can register on the website: hackapost.be by clicking the register button. The registration will be done by entering a name, email address, profile type (marketer, developer, idea generator or designer).

Registration is free of charge and includes access to Hack-A-Post on Wednesday 17 February and Thursday 18 February as well as access to Tech Startup Day on February 18.

- The number of participants is limited to the welcome capacity of the venue of the Hackathon in the venue, The Egg, Brussels, and The Organiser may close registration before the end of the Registration Period in case the maximum number has been reached.
- The Organiser may prolong the Registration Period at his sole discretion. In such case the dates of the Hackathon will be postponed accordingly. The Organiser will inform the registered participants in due course before such prolongation.

General Requirements for entries and participation

- In the Registration Period, participants have the following opportunities: Prepare ideas they would like to present and build during the Hackathon.
- Participants agree that their submitted ideas:
 - Will not include illegal, vulgar, offensive, racist or otherwise inappropriate, discriminating or manifestly contrary to public order content.
 - Otherwise the content used by Participants will not infringe the rights of third parties;
 - Will not encourage the use of controlled substances, including but not limited to alcohol and drugs;
 - The Organiser reserves the right to disqualify, at his sole discretion, any participant who does not comply with the abovementioned criteria.

Progress of the Hackathon

The Hack-A-Post Hackathon will take place at, The Egg Corporation, located at Rue Barastraat 173, 1070 Anderlecht (Brussels), Belgium

Attending the Hackathon event is free of charge for the participants.

The Organiser will assume costs for food and drinks for the period of the Hackathon, specifically: Wednesday February 17th between 8.00 and 20.00 and Thursday 8.30 and 16.00.

However, traveling costs to get to the Hackathon will not be assumed by The Organiser and must be assumed by the participants themselves.

Subject to possible changes, The Organiser plans the Hackathon agenda as follows:

Wednesday 17 February

8.00 Registration

8.30 Welcome and overview of the scenario for the two days

8.45 Introduction to the resources at the disposal of the participating teams

9.30 Opportunity for teams to recruit new members or ideas to be pitched to attract team members

10.00 Start of Hack-A-Post

18.00 Jury to tour teams

19.30 Announcement of the teams that will be invited to pitch on Thursday February 18

Thursday 18 February

8.30 Start of the second day

Preparation of pitches and finishing prototypes

12.15 End of the hack exercise

12.30 Start of the pitches

14.00 End of the pitches

16.00 Announcement of the winners

Winners selection ...

The Jury will select the winners of the Hackathon according to the following judging criteria.

Social impact

How will the developed app or device have a positive effect on our future society?

Business Model

How strong is the value proposition and what is the relevance for the addressed market?

Use of postal assets

How original is the way the team uses the postal assets?

Technology Innovation

To what degree did the team integrate IoT technologies in the new device or app?

Intellectual Property and Confidentiality

DATA: As part of this commitment, the term "data" includes all information and all data submitted by the Organiser during the Hackathon, via electronic media, in writing, visually or verbally, possibly in reusable formats in the terms and conditions of this commitment, and without limitation all documents, files or any disclosure of information means that can be selected by the Organiser or reutilisation during the period of validity of that commitment.

Within the Competition, no assignment from the participants on any part of their exploitation rights and the property of their projects is required. However, the

participants can propose to The Organiser to acquire the usage rights for business purposes. The parties will have to formalise this transfer of rights within the framework of a separate agreement.

For the avoidance of doubt, any data and material provided by The Organiser during the Competition shall remain the sole property of The Organiser and the participants shall not have any rights in such data or material. The participants are only entitled to use such data or material for the purposes of the Competition and shall not use it afterwards, also in case the participants have integrated the data and material in their works created during the Competition (“Work Results”).

The participants expressly authorise The Organiser, to publish, to communicate, to expose and to disclose, divulgate and represent the submitted ideas and Work Results verbally, graphically or in writing, in any medium worldwide and during five years after the end of the event without restrictions in time, and by any means, either present or future, free of charge, in relation to this Competition.

During the Hackathon, participants will have to use their own work and material, which shall be free of third party rights (i.e. open source software). Third party elements, including open source software, must be clearly identified with their version as well as the applicable terms of license and any and all other details concerning their use.

The Work Results shall, in no event, infringe in any manner or induce infringement of any third party intellectual property rights. The participant undertakes to indemnify The Organiser against all claims asserted by third parties against The Organiser due to an actual or alleged infringement of rights resulting from the use of the Work Results, as well as against all litigation costs (including reasonable attorney fees) required to defend The Organiser against such claims, unless The Organiser itself is responsible for the infringement of rights.

Each participant is solely responsible for maintaining the confidentiality and security of the data. Participant agrees not to disclose or otherwise make available any confidential information to any third party. Participant immediately notifies the relevant Organiser of any loss or unauthorised use of the data. A dataset considered to be anonymous may not be combined with another dataset in such a way that one or more individuals can be directly or indirectly identified or individualised. The Participants believe that no individual can be directly or indirectly identified in their data and that it should not be possible to identify an individual in any combination with the data, taking into account all the means that are reasonably likely to be used to identify them. However, in the event that a participant turns out to be able to directly or indirectly identify an individual during or after the Hackathon, he must inform the Organiser(s) immediately and refrain from

developing a product enabling such identification or any other usage of the data enabling such identification. This allows the Organiser(s) to mitigate any risk that may derive from this identification.

The participants shall not disclose and/ or use any information if doing so is in violation of an obligation of antitrust law and/ or confidentiality.

Litigation and Civil Liability

The Organiser is fully entitled to shorten, to extend, to modify or to cancel the Hackathon should circumstances so require without any liability; in such event, The Organiser is responsible for the organisational costs directly resulting from such modification or cancellation. However, any costs made by the individual participant or participating team to accommodate the participation to the event will not be refunded by the Organiser.

The Organiser is fully entitled to disqualify a participant or a team who does not abide by the Rules or acts in any other way which is deemed inappropriate by The Organiser; such inappropriate behaviour could for example be the taking of drugs or other illegal substances during the Hackathon, harmful and discriminating statements, hacking or manipulating or attempt to hack or manipulate the IT system or the data of The Organiser.

The Organiser and the respective subsidiaries and branches of The Organiser are not responsible and assume no liability for lost, misdirected or late submissions or for (i) electronic transmission errors, (ii) theft, destruction, change of or unauthorised access to submissions, (iii) technical problems, malfunctions or errors in the operation of any hardware or software which are necessary for the transmission of submissions or the planned Competition procedure, including computer viruses and bugs, or for manipulations, unauthorised access, scams, overload of the Internet or a website or any combinations of these, nor for other causes not subject to the inspection by The Organiser and the respective subsidiaries and branches of The Organiser. In case any of the above events occurs, The Organiser retains the right to take one or several of the following measures according to its sole discretion: to disqualify each person who manipulates the submission or voting procedure as well as to adjust, change, postpone or cancel the Competition.

ATTENTION: each attempt to intentionally damage a website or to undermine the legal procedure of the Competition is a breach of provisions under criminal and civil law; in such a case The Organiser retains the right to demand compensation from the concerned persons using all legal possibilities.

Participants, who are employees of a corporation, government agency, or an academic institution, are responsible for ensuring that their participation complies with any policies

their corporation, agency, or institution may have regarding participation in contests of this type. If The Organiser has reason to believe that a participant violated any of those policies, The Organiser reserves the right to prohibit the participant from participating in the Event or receiving a prize at any time. The Organiser is not responsible for any disputes arising between a participant and his/her employer.

Applicable Law, severability clause:

Belgian law will govern all complaints associated with these terms. The courts of Brussels shall have exclusive jurisdiction for any disputes arising out of or in connection with these terms.

In case a provision in these terms is considered to be unenforceable, the effectiveness or feasibility of the remaining terms shall not be affected by this and the unenforceable term shall be replaced by an enforceable term coming closest to the underlying intention of the unenforceable term.