

Diagrid Catalyst AWS Hackathon (“Hackathon”) Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. HACKATHON IS ONLY OPEN TO PARTICIPANTS INVITED BY THE SPONSOR.

SUBMISSION OF ANY ENTRY CONSTITUTES AGREEMENT TO THESE OFFICIAL RULES AS A CONTRACT BETWEEN ENTRANT, THE HACKATHON SPONSOR, AND DEVPOST.

1. Dates and Timing

Hackathon Registration Request Period: April 18, 2024 (12:00 am Pacific Time) – May 17, 2024 (5:00 pm Pacific Time) (“Registration Request Period”).

Hackathon Registration Period: April 19, 2024 (12:00 am Pacific Time) – May 17, 2024 (5:00 pm Pacific Time) (“Registration Period”).

Hackathon Submission Period: May 10, 2024 (12:00 am Pacific Time) – June 7, 2024 (5:00 pm Pacific Time) (“Submission Period”).

Feedback Submission Period: May 24, 2024 (12:00 am Pacific Time) – June 14, 2024 (5:00 pm Pacific Time) (“Feedback Period”).

Judging Period: June 17, 2024 (9:00 am Pacific Time) – June 21, 2024 (5:00 pm Pacific Time) (“Judging Period”).

Winners Announced: On or around June 26, 2024 (12:00 pm Pacific Time).

2. Sponsor and Administrator

Diagrid 30300 23rd Avenue Southwest Federal Way, WA 98023 United States (“Sponsor”)

3. Eligibility and Registration

Eligible Entrants of the Hackathon will receive email invitations from the Sponsor to register for the Hackathon.

Email invitations to register for the Hackathon will be sent directly by the Sponsor. If an individual wishes to participate and has not received a direct invitation to register, they must complete a registration request during the Hackathon Registration Request Period. The form to complete a registration request is available at <https://diagrid.ws/catalyst-hackathon>.

Those that the Sponsor in its sole discretion determines to be eligible to participate (see requirements below for eligibility) will receive an email invitation to register for the Hackathon within 1 - 2 business days from when the form was completed. Invitations to register will be emailed on a rolling basis. Upon reaching the maximum capacity of Eligible Individuals, subsequent invitations shall be subject solely to the discretion of the Sponsor. If an Eligible Individual, who has been invited to register for the Hackathon, does not complete their registration within 7 days or other timeframe stated in the invitation, the Sponsor reserves the right to withdraw their invitation.

Registered Entrants will have the opportunity to share the registration request form with their desired teammates.

The registration request form captures essential information used for assessing the eligibility of interested individuals and keeping participants notified of relevant hackathon events. All eligible individuals will be invited to participate in the Hackathon subject to available space.

Individuals expressing intent to participate as part of a pre-defined team should provide the necessary information for their team members in the interest form; each team member will receive an email invitation to register for the Hackathon.

All invitations to register will be extended at the exclusive discretion of the Sponsor, following the established eligibility criteria.

The Hackathon IS open to:

- Individuals whom the Sponsor specifically invites to register and participate in the Hackathon and are at least the age of majority where they reside as of the time of entry,
- Individuals who are current partners of the Sponsor,
- Individuals who are current customers of the Sponsor (“Eligible Individuals”); and
- Teams of Eligible Individuals (“Teams”).

(the above are collectively, “Entrants”)

If a Team is entering the Hackathon, they must appoint and authorize one individual (the “Representative”) to represent, act, and enter a Submission, on their behalf. By entering a Submission on behalf of a Team you represent and warrant that you are the Representative authorized to act on behalf of your Team.

The Hackathon IS NOT open to:

- Individuals who were not explicitly invited to participate by the Sponsor or do not get approved for registration;
- Individuals who are residents of, or domiciled in, a country, state, province or territory where the laws of the United States or local law prohibits participating or receiving a prize in the Hackathon (including, but not limited to, Brazil, Quebec, Russia, Crimea, Cuba, Iran, North Korea, Syria and any other country designated by the United States Treasury’s Office of Foreign Assets Control)
- Individuals involved with the design, production, paid promotion, and execution, including the Sponsor and Administrator (“Promotion Entities”);
- Diagrid Employees and all members of their immediate family or household; and
- Any other individual or organization whose participation in the Hackathon would create, in the sole discretion of the Sponsor and/or Administrator, a real or apparent conflict of interest.

4. How To Enter

The hackathon will be accessible through a URL provided by the Sponsor (“Hackathon Website”) and following the below steps:

- Entrants may enter by accepting a unique Guest invitation sent by the Sponsor via email. Entrants will register and participate in the Hackathon using the identical email address to which the email invitation was addressed.
- Register for the Hackathon on the Hackathon Website by clicking the “Register” button. To complete registration, sign up to create a free Devpost for Teams account. This will enable you to receive important updates and to create your Submission.
- Entrants will obtain access to the required developer tools/platform and complete a Project described below in Project Requirements. Use of the developer tools will be subject to the license

agreement related thereto. Entry in the Hackathon constitutes consent for the Sponsor and Devpost to collect and maintain an Entrant's personal information for the purpose of operating and, if applicable, publicizing the Hackathon. Access to the required tools will be granted by adhering to the following rules:

- Entrants are required to join the Diagrid Discord channel upon registration using the following link: <https://diagrid.ws/catalyst-hackathon-community>
- Eligible Individuals participating as a Team must designate a Team Representative. The Team Representative will receive an invitation via registration email to join a Diagrid Catalyst organization (it is the sole responsibility of the Team Representative to extend invitations to eligible team members to join the Diagrid Catalyst organization).
- Entrants will be granted access to an AWS sandbox account accompanied by a \$75.00 spending limit, which will be administered and upheld by the Sponsor. Entrants are responsible for monitoring their usage throughout the Submission Period. No AWS resources should be deployed before the start of the Submission Period or modified after the submission deadline. Entrants must use the AWS sandbox solely for participating in the Hackathon; any use of the AWS sandbox outside of the Hackathon is subject to disqualification. Eligible Individuals associated with the same Team will be sent direct email invitations to access a shared account 1-2 business days before the start of the Hackathon. Entrants participating as Individuals will also receive access to an exclusive AWS sandbox account.
- Complete and enter all of the required fields on the "Create a project" page of the Hackathon Website (each a "Submission") during the Submission Period and follow the requirements below.

Project Requirements

- **What to Create:** Entrants must build or update an open-source microservice-based software solution utilizing at least two Diagrid Catalyst APIs, deploying it onto Amazon Web Services; optionally Entrants are highly encouraged to provide constructive product feedback and exemplify potential use-cases for the emerging Catalyst product. (each a "Project")
 - Entrants who submit product feedback will receive a Participation Prize and are subject to winning the Most Valuable Feedback Prize. See section (8) Prizes.
- **Functionality:** The Project must be successfully deployed and running consistently on the platform for which it is intended and must function as depicted in the video and/or expressed in the text description.
- **Platforms:** A submitted Project must run on the platform for which it is intended and which is specified in the Submission Requirements.
- **New & Existing:** Projects must be either newly created by the Entrant or, if the Entrant's Project existed prior to the Hackathon Submission Period, must have significantly enhanced the Project to utilize Diagrid Catalyst after the start of the Hackathon Submission Period. Entrants should explain how their Project was significantly updated during the Submission Period.
- **Third Party Integrations:** If a Project integrates any third-party SDK, APIs and/or data, Entrant must be authorized to use them in accordance with any terms and conditions or licensing requirements of the tool.

Public Distribution

The Entrant must make the Project's source code available via a public code repository on GitHub.

What to Submit

Submissions to the Hackathon must meet the following requirements:

- **URL to Deployed Application** | Deployed application must showcase a functional demo accessible via a URL hosted on an AWS sandbox environment; the application must be built or updated using the required developer tools and adhere to the aforementioned project requirements.
- **URL to Code Repository** | Provide a URL to a GitHub repository (all code submitted must be open-source and licensed under an Apache or MIT license). The repository must contain a README.md file outlining the Project's features and functionality, comprehensive instructions on how to run and deploy the solution, and the Apache or MIT open-source license.
- **Description** | Include a text description that offers a succinct overview of Entrant's Project's solution, emphasizing its alignment with the chosen theme/category, architectural details including the utilization of Catalyst APIs and AWS services, and the overall impact of Catalyst integration in the solution.
- **Demo Video** | Include a link to a demonstration video of your Project. The demonstration video must:
 - Be hosted and made publicly available on YouTube
 - Be around 3 - 5 minutes in length
 - Include footage that shows the solution running and operating using AWS and Diagrid Catalyst
 - Provide insight into how the solution was built or extensively modified to make use of the Catalyst APIs
 - Be provided on the submission form on the Hackathon Website; and must not include third-party trademarks, or copyrighted music or other materials unless the Entrant has permission to use such materials.

Feedback Submission

Submissions to the Feedback Period must meet the following requirements:

- **Initiated or completed a Project for the Hackathon** | Start or complete an eligible project for the Hackathon to offer valuable feedback on Diagrid Catalyst.
- **Completed Feedback Submission Form** | Provide complete and comprehensive feedback on <https://diagrid.ws/hackathon-feedback> on using Diagrid Catalyst.
 - (each a "Feedback Submission").

Entrants who solely submit a Feedback Submission are eligible to receive the Most Valuable Feedback Prize, Participation Prize, and/or Referral Bonus. See section (8) Prizes.

Multiple Submissions

An Entrant may submit more than one Submission, however, each Submission must be unique and substantially different from each of the Entrant's other Submissions, as determined by the Sponsor in their sole discretion.

Submission Ownership

Be the original work of the Entrant, be solely owned by the Entrant, and not violate the IP rights of any other person or entity.

Testing

Access must be provided to the Sponsor and Administrator by providing a URL to the deployed application, and URL to an open-source code repository. All resources within the AWS sandbox environment must remain running throughout the judging period to facilitate a thorough review.

Language Requirements

All Submission materials must be in English or, if not in English, the Entrant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted.

Team Representation

If a Team is entering the Hackathon, they must appoint and authorize one individual (the “Representative”) to represent, act, and enter a Submission, on their behalf. The Representative must meet the eligibility requirements above. By entering a Submission on the Hackathon Website on behalf of a team you represent and warrant that you are the Representative authorized to act on behalf of your team.

Intellectual Property

Your Submission must: (a) be your (or your Team) original work product; (b) be solely owned by you, 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, contract, and/or privacy rights, of any other person or entity. An Entrant may contract with a third party for technical assistance to create the Submission provided the Submission components are solely the Entrant’s work product and the result of the Entrant’s ideas and creativity, and the Entrant owns all rights to them. An Entrant may submit a Submission that includes the use of open source software or hardware, provided the Entrant complies with applicable open source licenses and, as part of the Submission, creates software that enhances and builds upon the features and functionality included in the underlying open source product. By entering the Hackathon, you represent, warrant, and agree that your Submission meets these requirements.

Financial or Preferential Support

A Project must not have been developed, or derived from a Project developed, with financial or preferential support from the Sponsor or Administrator. Such Projects include, but are not limited to, those that received funding or investment for their development, were developed under contract, or received a commercial license, from the Sponsor or Administrator any time prior to the end of Hackathon Submission Period. The Sponsor, at their sole discretion, may disqualify a Project, if awarding a prize to the Project would create a real or apparent conflict of interest.

5. Submission Modifications

The Sponsor and Devpost may permit you to modify part of your Submission after the Submission Period for the purpose of adding, removing or replacing material that potentially infringes a third party mark or right, discloses personally identifiable information, or is otherwise inappropriate. The modified Submission must remain substantively the same as the original Submission with the only modification being what the Sponsor and Devpost permits.

6. Judges & Criteria

Eligible submissions will be evaluated by a panel of judges selected by the Sponsor (the “Judges”). Judges may be employees of the sponsor or third parties, may or may not be listed individually on the Hackathon Website, and may change before or during the Judging Period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the Sponsor.

All Project Submissions will be evaluated based on the following equally weighted criteria (the “Judging Criteria”):

Entries will be judged on the following equally weighted criteria, and according to the sole and absolute discretion of the judges:

- **Project Completeness and Theme Alignment**
Did the project include at least two Diagrid Catalyst APIs? How complete are the features implemented? How well does the solution align to the theme? Has the solution been comprehensively developed or were there instances of shortcuts taken during its delivery?
- **Product Thinking**
How well was Catalyst used to address development challenges and introduce new architectural capabilities?
- **Project Delivery**
How well was the Project presented? If a new solution, is the architectural approach clear and well communicated? If modification of an existing application, are the migration steps and benefits gained clearly articulated?
- **Functionality and Creativity**
How well did you showcase the solution's functionality? Did you make creative use of a variety of AWS services to achieve an impactful solution?
- **Wow Factor:** Does the solution push the boundaries of what Catalyst can do and get others excited about a new approach to building distributed applications faster?

The scores from the Judges will determine the potential winners of the applicable prizes. The Entrant(s) that are eligible for a Prize, and whose submissions earn the highest overall scores based on the applicable Judging Criteria, will become potential winners of that Prize. If two or more Submissions are tied, a decision will be made by the Judges and/or the Sponsor.

Feedback Period

Entrants submitting a Feedback Submission must provide feedback from first-hand experience upon starting or completing a Project, ensuring the relevance and authenticity of the insights shared. All Feedback Submissions will be evaluated based on the thoroughness, practicality, and feasibility of the feedback provided. Incomplete feedback submissions may be subject to disqualification at the discretion of the Sponsor.

7. Intellectual Property Rights

All Submissions remain the intellectual property of the individuals or organizations that developed them. By submitting an entry, entrants agree that the Sponsor will have a fully paid, non-exclusive license to use such entry for judging the entry. Entrants agree that the sponsor and Devpost shall have the right to promote the Submission and use the name, likeness, voice and image of all individuals contributing to a Submission, in any materials promoting or publicizing the Hackathon and its results, during the Hackathon Period and for three years thereafter. Some Submission components may be displayed to the public. Other Submission materials may be viewed by the sponsor, Devpost, and judges for screening and evaluation. By submitting an entry or accepting any prize, entrants represent and warrant that (a) submitted content is not copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless entrant is the owner of such rights or has permission from their rightful owner to post the content; and (b) the content submitted does not contain any viruses, Trojan horses, worms, spyware or other disabling devices or harmful or malicious code.

8. Prizes

Winner	Prize	Qty	Eligible Submissions
Overall Prizes			
Grand Prize	<ul style="list-style-type: none"> \$2,000 USD in cash 1-hour call with Diagrid CEO and CTO, Founders of Dapr Social & Blog Promo Features 	1	All eligible Project submissions
Runner Up	<ul style="list-style-type: none"> \$1,000 USD in cash Social & Blog Promo Features 	2	All eligible Project submissions
Bonus Prizes			
Most unique Catalyst use case	<ul style="list-style-type: none"> \$500 USD in cash Social & Blog Promo Features 	1	All eligible Project submissions
Best New Application Prize	<ul style="list-style-type: none"> \$250 USD in cash 	1	All eligible Projects that were newly developed and submitted to the Hackathon during the Hackathon Submission Period
Best Modified Application Prize	<ul style="list-style-type: none"> \$250 USD in cash 	1	All eligible Projects that were updated, enhanced, and submitted to the Hackathon during the Hackathon Submission Period
Feedback Submission Prize			
Most Valuable Feedback	<ul style="list-style-type: none"> \$100 USD in cash 1-hour call with Diagrid Team 	Up to 5	All eligible Feedback submissions
Hackathon Engagement Prizes			
Participation Prize	<ul style="list-style-type: none"> Diagrid Swag Verifiable digital badge 	While supplies last	All eligible Entrants who submitted an eligible Project and/or All eligible Entrants who submitted valuable product

			feedback during the Feedback Submission period
Referral Bonus	<ul style="list-style-type: none"> \$100 USD 	1	<p>An eligible Entrant who has referred the highest number of Entrants via the Hackathon registration request form that submitted eligible Projects to the Hackathon</p> <p>(In the event there is a tie in referral bonus prize participation, the winner will be determined based on the highest-scoring project among their referred Entrants.)</p>

IMPORTANT NOTES ON MULTIPLE PRIZE ELIGIBILITY:

- Hackathon Project Submissions: Each eligible Project Submission may win up to one (1) Overall Prize and one (1) Bonus Prize.
 - Feedback Submissions: Each eligible Entrant who completes a Feedback Submission may win up to one (1) Feedback Submission Prize.
 - Hackathon Engagement Prizes: Each eligible Entrant with an eligible Project and/or Feedback Submission may also win one (1) Participation Prize and one (1) Referral Bonus
 - The distribution of the Feedback Submission Prize is contingent upon the submission of eligible feedback submissions. Should there be no eligible feedback submissions, the Most Valuable Feedback Prize will not be awarded. The determination of eligible feedback rests solely with the Sponsor.
- A. **Substitutions & Changes:** Prizes are non-transferable by the winner. Sponsor in its sole discretion has the right to make a prize substitution of equivalent or greater value. Sponsor will not award a prize if there are no eligible Submissions entered in the Hackathon, or if there are no eligible Entrants or Submissions for a specific prize.
- B. **Verification Requirement:** THE AWARD OF A PRIZE TO A POTENTIAL WINNER IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. No Submission or Entrant shall be deemed a winning Submission or winner until their post-competition prize affidavits have been completed and verified, even if prospective winners have been announced verbally or on the competition website. The final decision to designate a winner shall be made by the Sponsor and/or Administrator.
- C. **Prize Delivery:** Prizes will be payable to the Entrant, if an individual; to the Entrant’s Representative, if a Team. It will be the responsibility of the winning Entrant’s Representative to allocate the Prize among their Team’s participating members, as the Representative deems appropriate. A monetary Prize will be mailed to the winning Entrant’s address (if an individual) or the Representative’s address (if a Team), or sent electronically to the Entrant, Entrant’s Representative’s bank account, only after receipt of the completed winner affidavit and other required forms (collectively the “Required Forms”), if applicable. **The deadline for returning the Required Forms to the Administrator is ten (10) business days after the Required Forms are sent.** Failure to provide correct information on the Required Forms, or other correct information required for the delivery of a Prize, may result in delayed Prize delivery,

disqualification of the Entrant, or forfeiture of a Prize. Prizes will be delivered within 60 days of the Sponsor's receipt of the completed Required Forms.

- D. **Fees & Taxes:** Winners (and in the case of Team and all participating members) are responsible for any fees associated with receiving or using a prize, including but not limited to, wiring fees or currency exchange fees. Winners (and in the case of Team, all participating members) are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state/provincial/territorial and local). Winners may be required to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents may be required to provide a completed form W-9 and residents of other countries may be required to provide a completed W-8BEN form. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the Prize to relevant government departments/agencies, if necessary. The Sponsor, and/or Prize provider reserves the right to withhold a portion of the prize amount to comply with the tax laws of the United States or other Sponsor jurisdiction, or those of a winner's jurisdiction.

9. Entry Conditions and Release

- A. By entering the Hackathon, you (and, if you are entering on behalf of a Team, each participating members) agree(s) to the following:
- a. The relationship between you, the Entrant, and the Sponsor and Administrator, is not a confidential, fiduciary, or other special relationship.
 - b. You will be bound by and comply with these Official Rules and the decisions of the Sponsor, Administrator, and/or the Hackathon Judges which are binding and final in all matters relating to the Hackathon.
 - c. You release, indemnify, defend and hold harmless the Promotion Entities, and their respective parent, subsidiary, and affiliated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Hackathon, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Entrant's entry, creation of Submission or entry of a Submission, participation in the Hackathon, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.
- B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:
- a. Any incorrect or inaccurate information, whether caused by the Sponsor or Administrator's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon;
 - b. Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Hackathon Website;
 - c. Unauthorized human intervention in any part of the entry process or the Hackathon;
 - d. Technical or human error which may occur in the administration of the Hackathon or the processing of Submissions; or
 - e. Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Entrant's participation in the Hackathon or receipt or use or misuse of any Prize.

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Entrants. Proof of sending or submitting the aforementioned will not be deemed to be proof of receipt by the Sponsor or

Administrator. If for any reason any Entrant's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is to request the opportunity to resubmit its Submission. Such a request must be made promptly after the Entrant knows or should have known there was a problem and will be determined at the sole discretion of the Sponsor.

10. Publicity

By participating in the Hackathon, Entrant consents to the promotion and display of the Entrant's Project materials, name, likeness, photograph, voice, opinions, comments and hometown and country of residence. 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 includes but is not limited to advertising and promotional purposes after the Hackathon has concluded.

11. General Conditions

- A. Sponsor and Administrator reserve the right, in their sole discretion, to cancel, suspend and/or modify the Hackathon, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.
- B. Sponsor and Administrator reserve the right in their sole discretion to disqualify any individual or Entrant if it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the Hackathon or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Hackathon, or a violation of any applicable law or regulation.
- C. Any attempt by any person to undermine the proper conduct of the Hackathon may be a violation of criminal and civil law. Should the Sponsor or Administrator suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring an Entrant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.
- D. If there is any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Hackathon materials, including but not limited to the Hackathon Submission form, Hackathon Website, or advertising, the terms and conditions of the Official Rules shall prevail.
- E. The terms and conditions of the Official Rules are subject to change at any time, including the rights or obligations of the Entrant, the Sponsor and Administrator. The Sponsor and Administrator will post the terms and conditions of the amended Official Rules on the Hackathon Website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.
- F. If at any time prior to the deadline, an Entrant or prospective Entrant believes that any term in the Official Rules is or may be ambiguous, they must submit a written request for clarification.
- G. The Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to an Entrant, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.
- H. Excluding Submissions, all intellectual property related to this Hackathon, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Sponsor and/or Administrator. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Sponsor or Administrator's intellectual property shall be solely to the extent provided for in these Official Rules.

12. Limitations of Liability

By entering, all Entrants (including, in the case of a Team, all participating members) agree to release the Released Parties from any and all liability in connection with the Prizes or Entrant's participation in the Hackathon. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

13. Disputes

- A. Except where prohibited by law, as a condition of participating in this Hackathon, Entrant agrees that:
 - a. Any and all disputes and causes of action arising out of or connected with this Hackathon, or any Prizes awarded, shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the contestant;
 - b. The Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and
 - c. Judgment upon such arbitration award may be entered in any court having jurisdiction.
- B. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (i.e., costs associated with entering this Hackathon), and Entrant further waives all rights to have damages multiplied or increased.
- C. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with this Hackathon, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA without regard to New York choice of law rules.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. Additional Terms

Please review the Devpost Terms of Service at <https://info.devpost.com/terms> for additional rules that apply to your participation in the Hackathon and more generally your use of the Hackathon Website. Such Terms of Service are incorporated by reference into these Official Rules, including that the term "Poster" in the Terms of Service shall mean the same as "Sponsor" in these Official Rules." If there is a conflict between the Terms of Service and these Official Rules, these Official Rules shall control with respect to this Hackathon only.

15. Entrant's Personal Information

Information collected from Entrants is subject to Devpost's Privacy Policy, which is available at <https://info.devpost.com/privacy>. For questions, send an email to help@devpost.team.

Information collected from Entrants by the Sponsor, Diagrid, is subject to Diagrid's Privacy Policy, which is available at <https://diagrid.ws/privacy>. For questions, send an email to support@diagrid.io.