

TERMS & CONDITIONS

hack@night 2017

The following are the terms upon which you may participate in the hack@night 2017 event taking place from November 17 to November 19, 2017 at the Ludwig-Maximilians-Universität Munich (hereinafter: "hack@night"). hack@night is hosted by the LMU Entrepreneurship Center, Geschwister-Scholl-Platz 1, 80539 Munich (hereinafter: "organization").

Participation in hack@night requires the participant's full and unconditional agreement to and acceptance of these Terms & Conditions.

PARTICIPATION

Only individuals can participate at hack@night. No individual may enter hack@night in their capacity as a member or director of an incorporated or unincorporated business.

Participants must be aged 18 or over.

To take part in hack@night, it is required that the participant has been officially admitted and has confirmed participation via the provided e-mail link or via a direct e-mail to team@hackatnight.de.

All hack@night participants will work in teams. Teams will be formed at the first day of the hack@night event.

FINAL PRESENTATIONS AND JURY

Each team will present their entry to the jury in their specific track on Sunday, November 19 at the time specified in the agenda. The members of each jury are nominated by the hack@night organizing team in advance of the event.

Presentation duration will be 5 minutes, followed by a Q&A-session. The jury will announce one winning team per track that will receive the track's prize.

All materials for the presentations must be submitted to a member of the organizational team in advance of the presentation. Time and format will be communicated in your track at the event. The presentations must be in English language.

Each track's winning concept will further be presented to all of the hackathon participants at the closing ceremony, right after the track finals, on Sunday, November 19.

The organization and Track Sponsor are not responsible for any disputes among team members concerning prize or prize components.

INTELLECTUAL PROPERTY RIGHTS

All entries to the hack@night finals remain the intellectual property of the participants and it is the participant's responsibility to ensure that the concept and any intellectual property therein is adequately protected.

Notwithstanding the foregoing, the participant acknowledges and agrees that as a result of the independent efforts of the Track Sponsors, they may have developed or may in the future develop products, technologies or other information similar or equal to that disclosed by the participant, and participant shall not make any legal claims against the Track Sponsors relating thereto.

Further, the participant grants the Track Sponsor (and its affiliates and subsidiaries) a right to acquire a license for participant's concept if it is chosen for implementation, e.g. in a pilot program. The terms for licensing the concept will be negotiated between the participant and the Track Sponsor individually, the organization will not be involved.

The participant understands that there will not be any compensation or credit for use of the hack@night entry, other than what is described in these official Terms & Conditions.

The participant agrees that the organization and Track Sponsor reserve an irrevocable, nonexclusive, royalty-free license to use, distribute to the public, and publicly display and perform any photos, videos or other recordings taken of the participant and the entry during participation of hack@night as an example of work for use in any media.

In any case, participants are encouraged to open source their projects to promote innovation by sharing their work with a greater community.

COPYRIGHT

The participant represents and warrants that he or she is the sole author and copyright owner of the entry, and that the entry is an original work of the participant, or if the entry is a work based on an existing application, that the participant has acquired sufficient rights to use and to authorize others, including hack@night, to use the entry, as specified in the “Intellectual Property Rights” section of the rules; and that the entry does not infringe upon any copyright or upon any other third party rights of which the participant is aware, and that the entry is free of malware.

PERSONAL DATA

The organization will collect personal data from the participant in the application process. This data will only be used for communication by the organization relating to hack@night events and any event related information and will be passed on to the Track Sponsor.

Participant’s information will not be sold, rented or provided to anyone but the Track Sponsor for commercial or marketing purposes.

GENERAL CONDITIONS

If someone cheats, or a virus, bug, bot, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of hack@night, the organization reserves the right to cancel, change, or suspend the hackathon. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the hackathon, the organization reserves the right to select winners from among all eligible entries received before the hackathon needed to be canceled, changed or suspended.

If the participant attempts to compromise the integrity or the legitimate operation of hack@night, or if there is reason to believe the participant has compromised the integrity or the legitimate operation of this event by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, the organization may seek damages from the participant to the fullest extent permitted by law. Further, the organization may disqualify and ban the participant from any future events.

APPLICABLE LAW & MISCELLANEOUS

Exclusively the law of the Federal Republic of Germany applies to all legal relations between the organization and the participant with the exception of its conflict of laws principles and the provisions of the Vienna Convention on the International Sale of Goods (CISG).

The organization reserves the right to cancel or temporarily change the duration of the event.

The organization reserves the right, as it deems necessary, to change these Terms & Conditions prior to the event. Terms & Conditions shall be effective once uploaded [here](#).

Should a provision of these Terms & Conditions be considered inoperable, the effectiveness or operability of the remaining terms and conditions are not affected and the inoperable provision is replaced by such an operable provision as comes nearest to the basic intention of the inoperable provision.

PHOTO WAIVER

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As a participant of hack@night you give your permission and grant the organization the irrevocable right to:

- Interview you and/or record your participation in hack@night and appearance on video tape, audio tape, film, photograph or any other media, whether now known or hereafter existing (the "Recordings").
- Use your name, likeness, image and/or voice in connection with the Recordings.
- Use, reproduce, distribute, publicly display and/or publicly perform, either electronically or by any other media whether now known or hereafter existing, and to allow others to do the same, your name, likeness or voice, the Recordings, and/or copies of the materials listed below (the "Materials"), in whole or in part worldwide, without restrictions or limitations, in perpetuity, for any purpose including without limitation, promotional, educational or commercial use.
- You agree to release hack@night, its trustees, officers, employees, students and agents from any liability to you, and on behalf of your heirs, executors, administrators, legal representatives and assigns, based on or arising out of use of my name, likeness or voice, or the Recordings or Materials.
- You agree to make no accounting, monetary or other claim against hack@night for use of your name, likeness or voice, the Recordings or the Materials.