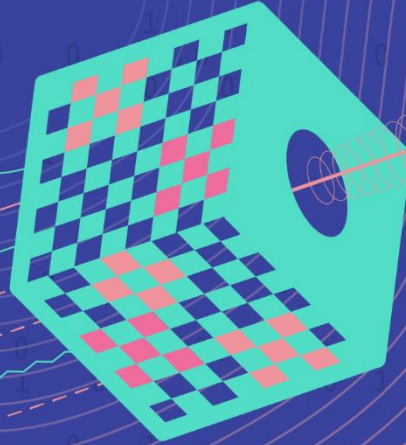




CASSINI
Hackathons & Mentoring



Terms & Conditions

Last updated: 1 September 2021

Implemented by

VERHAERT | MASTERS IN INNOVATION

 **space-tec**
PARTNERS

Terms & Conditions

Please read these Terms & Conditions (“Terms”, “Terms & Conditions”) carefully before:

- Applying for the CASSINI Hackathons action (the “CASSINI Hackathon”, “CASSINI Hackathons”, or the “Action”) through the Action’s Open Call (the “Open Call”) via the online platform provided by Taikai, Lda. (the “Hackathon Platform”);
- Applying for the CASSINI Hackathons as a mentor through the Action’s Call for Mentors (the “Call for Mentors”) via the CASSINI Hackathons’ website (the “Website”);
- Registering for and accessing the online CASSINI Hackathons’ events (the “Hackathon Events”) via the online event platform provided by Taikai, Lda. (the “Event Platform”);
- Registering or physically attending or visiting the Hackathon Events;
- Registering for and accessing the online communication platform provided by Discord, Inc. (the “Communication Platform”);
- Accessing the Hackathon Platform to submit a hackathon pitch on behalf of a hacker team (the “Hackathon Submission”, or “Hackathon Submissions”);
- Organise a local implementation of the CASSINI Hackathons;
- Accessing the Website, Hackathon Platform, Event Platform, or the Communication Platform (jointly the “Platforms”); and
- Participating in the Action.

The Action, including its components such as the Open Call, Call for Mentors and Hackathon Submissions, is implemented by Verhaert New Products & Services NV and SpaceTec Partners SRL (“us”, “we”, “our”, or the “Organisers”) on behalf and under contract with the European Commission.

Your application for, access to, participation or involvement in the Action is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, applicants and others who attend the CASSINI Hackathons’ events, access or use the Platforms, and to all applicants and participants, local organisers, jury members, and mentors of the Action. You confirm that you are of legal adult age (18 years or older), and you are legally capable of entering into binding contracts.

By applying for, accessing, or participating in the Action, or by accepting the invitation to be part of the Action’s local organisation, mentor pool, or Hackathon Submissions jury, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not apply for or participate in the Action, nor become part of the local organisers, mentor pool or Hackathon Submission jury.

1 Introduction

1.1 Objectives

The CASSINI Hackathons is a biannual entrepreneurship action of the European Commission with the objective to foster the growth of young businesses that successfully commercialise innovative European space technologies. The Action features several Hackathon Events such as the inspiration event (the “Big Ideas Campaign), dedicated online training sessions (such as webinars), a hackathon taking place in a weekend (the “Hackathon Weekend”), the award ceremony (the “Demo Day”) and a multiple-month mentoring programme (the “Mentoring Programme”). Each CASSINI Hackathons edition is taking place simultaneously in up to ten (10) different locations.



1.2 Contracting party

The contracting parties in these Terms are Verhaert New Products & Services NV, with its registered address at Hogenakkerhoekstraat 21, 9150 Kruibeke, Belgium, and SpaceTec Partners SPRL, with its registered address at Avenue Louise 66, 1050 Brussels, Belgium.

1.3 Local organiser

The implementation of the Action is supported by subcontractors of the Organisers (the “Local Organisers”), which ensure the local implementation of the CASSINI Hackathons in up to ten different locations for each CASSINI Hackathon edition.

1.4 Hacker

The Hackers (the “Hacker”, or “Hackers”) are individuals who have registered to participate in the Action. Each participating Hacker is eventually part of a team (the “Hacker Team” or “Hacker Teams”). Each Hacker can only be part of one Hacker Team. Each Hacker Team is represented by a leader (the “Team Leader”, or “Team Leaders”). The Team Leader is the formal and sole contact point with the Local Organisers concerning the Hackathon Submissions and any prize, benefit or recognition that may result from the Hackathon Submission. Any planned or unplanned changes to the team composition of a Hacker Team are to be announced to the Local Organisers by the Team Leader without undue delay. Changes to the team composition of a Hacker Team can allow for merged teams, split teams or additional teams, as communicated to the Local Organisers by the original Team Leader and after the Local Organisers approval. Additional or split teams appoint new Team Leaders.

1.5 Hackathon Submissions jury

The jury (the “Jury”, “Jury Member”, or “Jury Members”) are the individuals who support the Local Organisers, the Organisers and the European Commission to select the Hackers eligible for prizes, if any, during the Hackathon Weekend or for participation in the Mentoring Programme during the Demo Day.

1.6 Mentors

The mentors (the “Mentors”) are the individuals who have been selected by the Organisers to provide mentoring to the Hackers during the Mentoring Programme. Mentors are natural persons but can be represented by a legal entity for invoicing purposes.

1.7 Content

Our Platforms allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (the “Content”). You are responsible for the Content that you post to the Platforms, including its legality, reliability, and appropriateness.

By posting Content to the Platforms, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Platforms. You retain any and all of your rights to any Content you submit, post or display on or through the Platforms and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Platforms, who may also use your Content subject to these Terms.

You represent and warrant that:

- The Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms; and



- The posting of your Content on or through the Platforms does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Further, you warrant that:

- The Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation;
- The Content will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
- The Content will not be unsolicited, undisclosed or unauthorised advertising;
- The Content does not contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and
- The Content does not bring us or the Platforms into disrepute.

You agree to keep all records necessary to establish that your Content does not violate any of the requirements this clause and make such records available upon our reasonable request. We are under no obligation to regularly monitor the accuracy or reliability of your Content incorporated into the Platforms. We reserve the right to modify or remove any Content at any time.

1.8 Code of Conduct

Any activities promoting or related to alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling, or illegal drugs are explicitly excluded from participation to the Action.

We are dedicated to providing a harassment-free experience for everyone, regardless of race, creed, colour, ethnicity, nationality, religion, sex, sexual orientation, gender expression, age, physical appearance, body size, disability, or marital status. We do not tolerate harassment of hackathon participants in any form.

Sexual language and imagery are not appropriate for any hackathon venue, including hacks, talks, workshops, parties, social media and other online media.

Any Hacker, Hacker Team, Local Organiser, Jury Member, or Mentor violating these rules may be sanctioned or expelled from the Action at the discretion of the Organisers.



2 Participation as a Hacker

2.1 Open Call

2.1.1 Objective of the Open Call

The Open Call is a registration period to mark the intention to participate in the Action as a Hacker. The Open Call will open an entry period for registrations between 1 September 2021 and 29 October 2021 before the start of the Hackathon Weekend. Late registrations during the Hackathon Weekend may be accepted at the discretion of the Local Organisers.

To begin participation in the Open Call, the creation of a user account is required. When creating a user account, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation in the Open Call. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering as a Hacker.

2.1.2 Personal data shared through your Open Call registration

The personal data that you share during user registration will not be shared with any parties other than the Organisers, the Local Organisers, the Jury Members, the Mentors and the European Commission, solely for the purposes of executing the CASSINI Hackathons. Explicit consent for any other uses of your personal data is requested during the registration process.

2.2 Right of participation

Only natural persons of legal adult age (18 years or older) are allowed to participate in the Action as a Hacker. Participation in the Action is accepted on the condition of compliance with the eligibility criteria to participate, namely, the person is a resident of a European Union Member State, Iceland, Norway or Switzerland for the whole duration of the Action. The action welcomes all participants and shall not discriminate on the basis of race, creed, colour, ethnicity, nationality, religion, sex, sexual orientation, gender expression, age, physical appearance, body size, disability, or marital status.

Participation of a Hacker to the Hackathon Weekend is accepted on the condition of compliance with the following additional eligibility criteria, namely:

- Hackers must be part of a single Hacker Team to take part in the Hackathon Weekend;
- The choice of which Hacker Team each Hacker belongs to must be communicated to the Local Organisers by each Hacker via the Hacking Platform, the latest at the start of the Hackathon Weekend;
- Each Hacker Team must have appointed a Team Leader;
- The Team Leader must confirm the final team composition of the Hacker Team to the Local Organisers, the latest at the start of the Hackathon Weekend;
- Hacker Teams must have at least three (3) Hackers, and can go up to a maximum of eight (8) Hackers;
- Hacker Teams must consist of at least one (1) person with a technical profile and one (1) with a business profile;
- Hacker Teams must have an idea to work on, the latest at the start of the Hackathon Weekend; and
- Intended use of EU Space data and signals in the Hacker Team's Hackathon Submission.



2.3 Conditions of participation

2.3.1 Intentions and commitments from Hackers

Hacker who are given the opportunity to join the Action as a Hacker receive a unique opportunity to benefit from the Action. Upon participation in the Action, Hackers agree to do this to their best intentions and commitments, which includes:

- Participation to the relevant Hackathon Events;
- Timely completion of required documents for participation;
- Active participation and contribution to the Hacker Team during the entire Hackathon Weekend;
- Inform the Local Organisers of any changes to the Hacker Team (see section 1.4); and
- Inform the Local Organisers when your participation to the Action becomes void, for example, if you stop pursuing the idea formulated in the Hacker Platform, or discontinue your membership of a Hacker Team.

Any failure to deliver the minimal above commitments is a breach of your participation as a Hacker and may result in a termination of your participation to the Action.

2.3.2 Hackathon Weekend rules

Hackers and Hacker Teams commit to the following rules during the Hackathon Weekend:

- No development may start before the actual date and time of the hackathon event. Teams that violate this rule will be automatically disqualified. Please do not begin hacking before Friday 5 November 2021 at 19:00 CET;
- To ensure a level field for all contestants, all code must be created by the team, during the Hackathon Weekend. You are permitted to use publicly available or openly licensed APIs, SDKs, frameworks and other software libraries for your project; and
- Any software development tools and/or programming language can be used.

Any failure to adhere to the above rules is a breach of your participation as a Hacker or Hacker Team and may result in a termination of your or your Hacker Team's participation to the Action.

2.3.3 Cost reimbursement

The Organisers will not reimburse any costs the Hackers incur as part of their participation in the Action.

2.4 Selection at the Hackathon Weekend

2.4.1 Submission process

The selection process of the winners of the local Hackathon Weekend is executed exclusively in English via the Hackathon Platform. For the Action, each location in the CASSINI Hackathons will select one (1) Hacker Team that is invited to participate to the Demo Day. Local Organisers and their partners or sponsors may grant additional prizes at their own discretion. The application to be submitted for the Hackathon Submission during the Hackathon Weekend consists of two parts:

- Each Hacker Team is required to submit a single completed project page on the Hacking Platform containing the following:
 - A short summary of the project;
 - All team members with brief biographies and their roles in the team;
 - Optionally, a link to a video or screen capture of the prototype;
 - Link with the theme and one of the challenges;
 - EU Space data, information, services and signals used;



- Any APIs, SDKs, frameworks or other software libraries used in the project;
- Any unique hardware used in the project; and
- Optionally, a link to the Github repository with the open source code.

Only upon completion of all required fields your application is considered complete. The submission deadline is 7 November 2021 at 14:30 CET. You are encouraged to submit your application before the deadline in case IT issues arise. Each Hacker Team can submit only one Hackathon Submission.

Hackathon Submissions that have not been submitted, or Hackathon Submissions submitted past the abovementioned deadline, are not eligible for evaluation and will under no circumstances be reviewed by the Jury. Following the application deadline, eligible submissions will be reviewed by the Jury.

The final decision on the selection is made by the European Commission and shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Hackers and Hacker Teams in the Action. Hacker shall have no right to justification for the decisions made by the European Commission or the Jury Members of any selection procedure.

2.4.2 Judging criteria

All submissions will be evaluated and scored by the Jury on three criteria:

- Relevance to the hackathon theme and challenges (1/3 weighting in scoring);
- Innovativeness and value created for future users and customers (1/3 weighting in scoring); and
- Quality of the team, including technical expertise, business expertise, understanding of the thematic area, commitment to the project and ability to pitch it (1/3 weighting in scoring).

2.4.3 The Hackathon Submissions Jury

The Jury Members are carefully selected to represent a qualified group of judges with relevant and varying expertise. Each Jury Member is bound by a non-disclosure and confidentiality clause (see Section 4.6) before reviewing the Hackathon Submissions, confirming that they will not share any of the information contained in your Hackathon Submission that is not publicly available on the Hackathon Platform with anyone other than the other Jury Members, the Local Organisers, the Organisers or the European Commission.

2.5 Selection at the Demo Day

2.5.1 Submission process

The selection process of the winners of the overall CASSINI Hackathon edition is executed exclusively in English via live pitching by the Hacker Team at the Demo Day. For the Action, the Jury at the Demo Day will select three (3) Hacker Teams that are invited to participate in the Mentoring Programme. Additional prizes or winners may be awarded at the discretion of the Organisers, the European Commission, or their partners or sponsors.

The final decision on the selection is made by the European Commission and shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Hackers and Hacker Teams in the Action. Hacker shall have no right to justification for the decisions made by the European Commission or the Jury Members of any selection procedure.

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- Quality of the team, including technical expertise, business expertise, understanding of the thematic area, commitment to the project and ability to pitch it (1/3 weighting in scoring).

2.5.3 The Hackathon Submissions Jury

The Jury Members are carefully selected to represent a qualified group of judges with relevant and varying expertise. Each Jury Member is bound by a non-disclosure and confidentiality clause (see Section 4.6) before reviewing the Hackathon Submissions, confirming that they will not share any of the information contained in your Hackathon Submission that is not publicly available on the Hackathon Platform with anyone other than the other Jury Members, the Local Organisers, the Organisers or the European Commission.

2.6 Mentoring Programme

The three (3) selected Hacker Teams of the Demo Day will be given access to the Mentoring Programme during six (6) months. Together with a lead Mentor, Hackers can review the Mentor profiles, and select their preferred Mentors, based on their mentoring needs. The Organisers cannot guarantee that Hackers will be given the opportunity to receive mentoring from their preferred Mentors, due to the limited availability of some Mentors. The Organisers nevertheless intend to facilitate an optimal allocation of mentoring relations. In total, the selected Hacker Teams can receive up to one hundred (100) mentoring hours from the Mentors, including the lead Mentor.

2.7 Personal data shared through your participation to the Action

Your personal data including but not limited to residency, e-mail addresses, and phone numbers, which you share during your participation to the Action will not be shared with any parties other than the Organisers, the Local Organisers, the European Commission, the Jury, your Mentor, the Platforms, and the event organisers or security teams of the events where the Hackathon Events take place.

With your participation in the Action as Hacker, you agree to the use of your personal data for the following purposes:

- **Promotion & Communication:** the Action is funded by the European Commission. In its objectives to support start-ups using the EU Space programmes, a comprehensive communication campaign is essential. The Action's and its overarching CASSINI initiative's communication tools, such as the Website, newsletter and social media, are used as multipliers for the visibility of participants, contributing to their business potential. The Action may use your Hacker Team name and a description of your start-up or technical/business idea for such public promotion and communication purposes. For use of your personal data in this context, you provide your consent as part of your registration;
- **Hackathon Events:** for a smooth organisation of the events, which may be subject to security measures, we may invite you to share and use personal data, such as your travel schedules, first and last name, birth date, nationality, passport or ID-card number, dietary preferences. These data will be shared with the Platforms, event venues and local security teams and will only be used for the organisation of the events;
- **Mentorship:** to ensure a good interaction with your Mentor, we will provide him/her with your first and last name, company name, e-mail address and phone number. These data will only be used for mentorship purposes; and
- **Essential notifications:** to administer your participation in the Action, the Organisers or Local Organisers send notifications to the e-mail addresses of the Hackers in the Action. As an alumni to the Action, your subscription to these notifications will survive your participation to the Action, but can be ceased any time by clicking on the respective link in the bottom of the notification, or by writing us a message at hello@hackathons.cassini.eu.



3 Participation as a Mentor

3.1 Right of participation

Individuals of legal adult age (18 years or older) are allowed to register as a potential Mentor in the Action, on the condition of the applicant's compliance with the eligibility criteria, namely:

- Employed with a legal entity registered in the territory of one of the European Union Member States, Iceland, Norway or Switzerland for the whole duration of the Action, whose business purpose is focused on business or technical consulting, e.g. business incubation centres, consulting companies, business intermediaries, university-based start-up centres, innovation agencies, etc.; or,
- Natural persons that reside in the territory of one of the European Union Member States, Iceland, Norway or Switzerland for the whole duration of the Action, with a proven mentoring track record of companies and entrepreneurs (preferably start-ups) in their chosen field of expertise.

Potential Mentors are also required to demonstrate proven business or technical mentoring of start-ups with verifiable references, and possess relevant knowhow in data and information businesses or one of the EU Space Programme application domains.

3.2 Call for Mentors

Participation in the Action as a Mentor is granted at the discretion of the European Commission, based on a selection process. The decisions on the selection of Mentors made by the European Commission shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentor applicants in the Action. Mentor applicants shall have no right to justification for the decisions made by the European Commission or the Organisers in any selection procedure. The procedure welcomes all applications and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

The Call for Mentors will open an entry period for applicants open until 5 November 2021. Interested persons must apply during this time and follow the procedure below.

The Call for Mentors is organised and executed exclusively in English and via the Website of the Action. To begin participation in the Call for Mentors, the creation of a Mentor profile is required. When creating a Mentor profile, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation in the Call for Mentors. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering as a potential Mentor in the Call for Mentors.

The Call for Mentors application (the "Mentor Application") consists of the collection of your personal information and your professional background and qualifications. The information you share in your application will be viewed by the Organisers and the European Commission for the purpose of reviewing and validating your application.

Upon completion of all required fields, you will be able to submit your Mentor Application on the website of the Action. Once a Mentor Application is submitted, it is considered ready for review and validation. You may withdraw your Mentor Application, make edits and resubmit it at any point before the deadline of the application entry period: 23:59 CEST on 5 November 2021. Mentor Applicants who are selected as Mentors in the Action will be notified in early December 2021. Mentor Applications in process that have not been submitted, or Mentor Applications submitted past the abovementioned deadline, are not eligible and will under no circumstances be validated.



Selected Hackers in the Mentoring Programme can access all selected Mentor profiles and choose their preferred Mentors, based on their mentoring needs. The mentoring relationships only start on the initiative of the Organisers and with the approval of the Mentors and Hacker Teams.

3.3 Conditions of participation

3.3.1 Your commitments

Mentors who are given the opportunity to join the Action as a Mentor have been selected through an open and competitive evaluation, via one of the procedures and processes as indicated in 3.2. For each selected Mentor, other interested and motivated Mentor applicants may have been denied their participation due to the limited number of places in the Mentor pool in the Action. Considering this reality, and the fact that the mentoring service is remunerated, upon participating to the Action, Mentors agree to the following commitments when selected from the Mentor pool:

- During the initial mentoring sessions, the Mentors should evaluate the project of the Hacker Teams. This should lead to the identification of a clear and measurable business or technical objective(s), which the Mentor can support reaching;
- The delivery of input to the Mentor Plan, to be drafted by the lead Mentor, including an evaluation of the Hacker Team's project, as well as tailored and concrete steps on how to reach the selected business or technical objective(s);
- The delivery of input for the Mentor Report, to be drafted by the lead Mentor, which should identify the progress achieved by the Hacker Team in light of the objective identified in the Mentor Plan, as well as recommendations to further develop the business or technical project in the months following the Mentoring Programme;
- Attendance and active participation in meetings with the Hacker Team (in person or via video-conference);
- Commitment to respond to e-mail correspondence related to the Action within a reasonable number of working days; and
- Inform Organisers when the Hacker Team's participation to the Action becomes void, for example, if the Hacker Team stops pursuing the idea formulated in the Hackathon Submission.

Any failure to deliver the minimal above commitments as stated in 3.3.1 is a breach of your service as a Mentor and may result in a termination of your participation to the Action, according to the termination procedures as stated in 5 and a pro rata reduction of your service fee as stated in 3.3.2.

3.3.2 Service fee and cost reimbursements

The Organisers will pay a service fee of 100 EUR per mentoring hour (excluding VAT if applicable) to Mentors. The total amount of the service fee is subject to a pro rata reduction if the mentor relationship is prematurely concluded by the Organisers or either the Mentor and/or the Hacker, and the allocated mentoring hours have not been completed yet.

The service fee will be paid within 30 days after receipt of an eligible invoice by the Organisers. The total amount should include and cover all and any taxes and duties that are due, and the Mentor shall be solely responsible for ensuring that all and any of such taxes are paid by him/her.

3.4 Personal data and company information shared through your participation

Your personal data including contact details, e-mail addresses, and phone numbers, which you share during your participation as a Mentor to the Action will not be shared with any parties other than the Organisers, the European



Commission, the Hacker Teams, the Platforms, and the event organisers or security teams of the events where the bootcamps take place.

With your participation to the Action as a Mentor, you agree to the use of your personal data for the following purposes:

- **Promotion & Communication:** the Action is funded by the European Commission. In its objectives to support start-ups using the EU Space programmes, a comprehensive communication campaign is essential. In addition, the Action's and its overarching CASSINI initiative's communication tools, such as the Website, newsletter and social media, are used as multipliers for the visibility of Mentors, contributing to their professional outreach. The Action may use your company name, your personal first and last name, your picture and a description of your professional expertise for such public promotion and communication purposes;
- **Hackathon Events:** for a smooth organisation of the events, which may be subject to security measures, we may invite you to share and use personal data, such as your travel schedules, first and last name, birth date, nationality, passport or ID-card number, dietary preferences. These data will be shared with the Platforms, the event venues and local security teams and will only be used for the organisation of the bootcamps;
- **Mentorship:** to ensure a good interaction with your Hacker Teams, we will provide him/her with your first and last name, company name, e-mail address and phone number. These data will only be used for mentoring purposes; and
- **Essential notifications:** to administer your (potential) participation in the programme, the Organisers send notifications to the e-mail addresses of the Mentors in the Action. As an alumni to the Action, your subscription to these notifications will survive your participation to the Action, but can be ceased any time by clicking on the respective link in the bottom of the notification, or by writing us a message at hello@hackathons.cassini.eu.

3.5 Non-Disclosure of Confidential Information Agreement

This Non-Disclosure Agreement (the "NDA") is entered into by and between the Organisers, on behalf of the Hackers and Hacker Teams of the Action (the "Disclosing Party") and the Mentor participating to the Action (the "Receiving Party"), hereby agreeing to these Terms & Conditions, collectively referred to as the "NDA Parties" or "NDA Party" for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

With your participation to the Action as Mentor, you agree to these Terms & Conditions including the provisions of the Non-Disclosure Agreement below. This Non-Disclosure Agreement serves to protect the confidential information of each Hacker of the Action.

3.5.1 Definition of Confidential Information

For purposes of this NDA, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party (representing the participating Hackers) are engaged and which is maintained with confidentiality. This includes but is not limited to proprietary trade secret information contained within and relating to Disclosing Party's business or technical plan, including but not limited to: business description, marketing plan, sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, technical details, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential.



3.5.2 Non-Disclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party's prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

3.5.3 Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

3.5.4 Exclusions from Confidential Information

This NDA does not apply to any information that: (a) was in Receiving Party's possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3.5.5 Time Periods

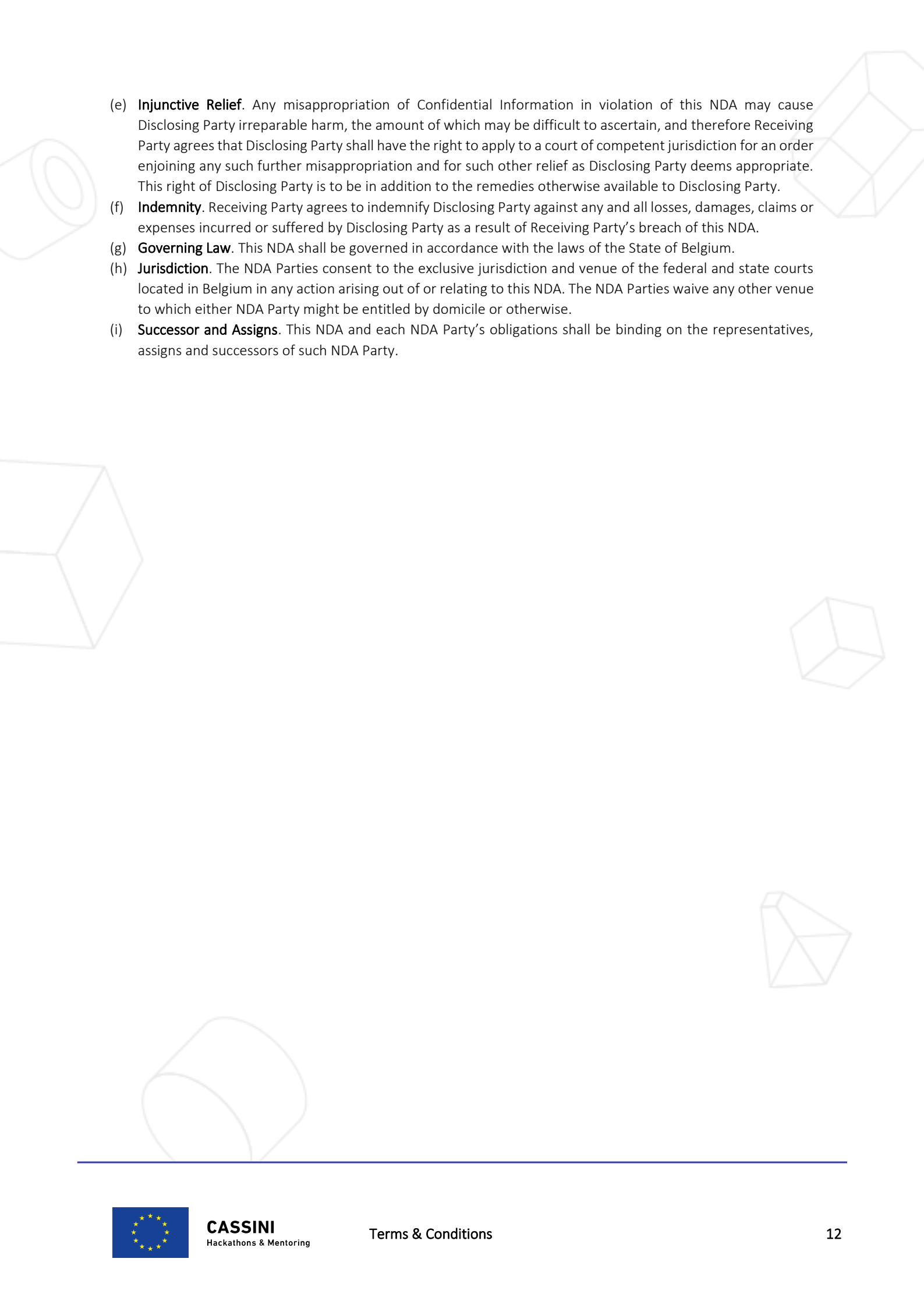
This NDA and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until 31 December 2024 or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this NDA, or (b) Confidential Information disclosed under this NDA ceases to be a trade secret.

3.5.6 No Rights Granted

This NDA does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

3.5.7 General provisions

- (a) **Relationships.** Nothing contained in this NDA shall be deemed to constitute either NDA Party a partner, joint venturer or employee of the other NDA Party for any purpose.
- (b) **Severability.** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
- (c) **Integration.** This NDA expresses the complete understanding of the NDA Parties with respect to the subject matter and supersedes all prior related proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing signed by both parties.
- (d) **Waiver.** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.

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- (e) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this NDA may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.
 - (f) **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this NDA.
 - (g) **Governing Law.** This NDA shall be governed in accordance with the laws of the State of Belgium.
 - (h) **Jurisdiction.** The NDA Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Belgium in any action arising out of or relating to this NDA. The NDA Parties waive any other venue to which either NDA Party might be entitled by domicile or otherwise.
 - (i) **Successor and Assigns.** This NDA and each NDA Party's obligations shall be binding on the representatives, assigns and successors of such NDA Party.



4 Participation as a Hackathon Submissions Jury Member

4.1 Right of participation

Individuals of legal adult age (18 years or older) are allowed to participate as a CASSINI Hackathons Jury Member, after an invitation to do so by the Organisers, the Local Organisers or the European Commission.

4.2 Selection of the Jury Members

The decisions on the selection of Jury Members made by the Organisers, the Local Organisers or the European Commission shall not be subject to dispute in a court of law. These decisions shall be final and binding. Third parties shall have no right to justification for the decisions made by the Organisers, the Local Organisers or the European Commission in any selection procedure.

4.3 Evaluation process

The evaluation process is organised and executed exclusively in English and via the Hackathon Platform. To begin the evaluation process of Hackathon Submissions, the creation of a jury user account may be required. When creating a user account for you, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation as a Jury Member. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering or participating as a Jury Member.

The evaluation of the Hackathon Submissions consists of two parts, and the Jury Members may be invited to either part: 1) the evaluation of a number of Hackers participating to a specific location at the Hackathon Weekend, 2) the evaluation of a number of Hackers at the Demo Day to review the selected Hackathon Submissions of the Hackathon Weekend.

4.4 Conditions of participation

Upon participating as a Jury Member to the Hackathon Weekend or the Demo Day, Jury Members agree to the following commitments, which include:

- Completion of the evaluation process with diligence and in all fairness; and
- Timely indication and flagging of any potential conflict of interest during the whole evaluation process, and abstention from voting should such conflict of interest arise.

4.5 Personal data and company information shared through your participation

The following personal data may be shared with the Hackers for reasons of transparency: first name, last name, occupation, and company name.

Any other personal data that you share during user registration will not be shared with any parties other than the Organisers, Local Organisers and the European Commission.

4.6 Non-Disclosure of Confidential Information Agreement

This Non-Disclosure Agreement (the “NDA”) is entered into by and between the Organiser, on behalf of the Hackers of the Action (the “Disclosing Party”) and the Jury Member participating to the Action (the “Receiving



Party”), hereby agreeing to these Terms & Conditions, collectively referred to as the “NDA Parties” for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

With your participation to the Action as a Jury Member, you agree to these Terms & Conditions including the provisions of the Non-Disclosure Agreement below. This Non-Disclosure Agreement serves to protect the confidential information of each Hacker of the Action.

4.6.1 Definition of Confidential Information

For purposes of this NDA, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party (representing the participating Hackers) are engaged and which is maintained with confidentiality. This includes but is not limited to proprietary trade secret information contained within and relating to Disclosing Party’s business or technical plan, including but not limited to: business description, marketing plan, sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, technical details, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential.

4.6.2 Non-Disclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

4.6.3 Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4.6.4 Exclusions from Confidential Information

This NDA does not apply to any information that: (a) was in Receiving Party’s possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

4.6.5 Time Periods

This NDA and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until 31 December 2024 or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this NDA, or (b) Confidential Information disclosed under this Agreement ceases to be a trade secret.



4.6.6 No Rights Granted

This NDA does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

4.6.7 General provisions

- (j) **Relationships.** Nothing contained in this NDA shall be deemed to constitute either NDA Party a partner, joint venturer or employee of the other NDA Party for any purpose.
- (k) **Severability.** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
- (l) **Integration.** This NDA expresses the complete understanding of the NDA Parties with respect to the subject matter and supersedes all prior related proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing signed by both parties.
- (m) **Waiver.** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- (n) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this NDA may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.
- (o) **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this NDA.
- (p) **Governing Law.** This NDA shall be governed in accordance with the laws of the State of Belgium.
- (q) **Jurisdiction.** The NDA Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Belgium in any action arising out of or relating to this NDA. The NDA Parties waive any other venue to which either party might be entitled by domicile or otherwise.
- (r) **Successor and Assigns.** This NDA and each NDA Party's obligations shall be binding on the representatives, assigns and successors of such NDA Party.

5 Termination

We may terminate your participation to the Action in written (by letter or e-mail) without limitation if you breach these Terms & Conditions. This termination will take effect immediately after such termination letter or e-mail has been sent, with the date indicated on post or time stamps as legal basis. Upon termination, your right to benefit from the Action will immediately cease.

If you wish to terminate your participation to the Action, you may do so in written (by letter or e-mail). This termination will take effect immediately after such termination letter or e-mail has been sent.

All provisions of the Terms & Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and Non-Disclosure Agreements.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.



6 General Clauses

6.1 Accounts

When you create accounts on our Platforms, you must provide us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Platforms and your participation to the Action.

You are responsible for safeguarding the password that you use to access the Platforms and for any activities or actions under your password, whether your password is with our Platforms or a third-party service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

6.2 Copyright policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platforms infringes the copyright or other intellectual property of any person (“Infringement”).

If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes a copyright infringement that is taking place through the Platforms, you must submit your notice in writing to the attention of “Copyright Infringement” of hello@hackathons.cassini.eu and include in your notice a detailed description of the alleged infringement, as well as the following information:

- Your name and address;
- Details of the alleged breach of copyright; and
- URL link to the alleged breach of copyright (if applicable)

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresenting that any content is infringing your copyright.

6.3 Intellectual property

The ownership of any intellectual property developed by Hackers during and within the scope of the Action will remain with the individual Hackers. Within the Hacker Team, the Hackers should agree among themselves on the distribution of the intellectual property rights. Hackers can choose, at their own discretion, to open source the intellectual property and license it, e.g. under one of the licenses referenced in <https://choosealicense.com>.

The Action, the Platforms and their original content (excluding Content provided by Hackers, Mentors, or Mentor Applicants), features and functionality are and will remain the exclusive property of the Organisers. The Action and the Platforms are protected by copyright, trademark, and other laws of Belgium. Our trademark and trade dress may not be used in connection with any product or service without the prior written consent of the Organisers. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

You are permitted to use the Action and the Platforms only as authorised by us. Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute.



You must not modify the physical or digital copies of any Content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.

As a user of the Platforms, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platforms to create, display, use, play and download Content subject to these terms, for the purpose of featuring your Content on the Platforms.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users on the Platforms are those of the respective authors or distributors and not of us.

Any images taken by the Organisers during Action are and remain the property of the Organisers and the European Commission. You may not print, copy, reuse or distribute these images without the permission.

6.4 Links to other sites

Our Action and Platforms may contain links to third-party websites or services that are not owned or controlled by the Organisers.

The Organisers have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Organisers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites does not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

6.5 Indemnification

As a condition of your participation to our Action, and/or access to and use of our Platforms, you agree to indemnify us, our subcontractors and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of related to your participation to the Action and access to and use of the Platforms, or your breach of these Terms & Conditions and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

6.6 Limitation of liability

You agree that we shall not be liable for any damages suffered as a result of participating in the Action and/or using the Platforms, as well as copying, distributing or downloading Content from the Action and Platforms.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) through your application to the Action on the Platforms, or through your participation in the Action, however it arises, whether for breach of contract or in tort, even if the possibility of such damage has been previously advised of.

In no event shall we be liable for any claims by a third party in tort or contract, including, but not limited, to any misleading statements made and/or incorporated into any Content provided by third parties, such as



manufacturers and wholesalers, and users of the Platforms. It is your sole responsibility to ensure the accuracy of the data inputted on the Platforms.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Platforms and will not make a claim against us for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Platforms. You must not assign or otherwise dispose of your account to any other person.

6.7 Disclaimer

Your participation to the Action or your use of the Platforms is at your sole risk. The Action and its Platforms are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. The Action and its Platforms are provided on an "AS IS" and "AS AVAILABLE" basis.

The Organisers do not warrant that a) the Action or Platforms will function uninterrupted, secure or available at any particular time or location; or b) the results of participating in the Action or using the Platforms will meet your requirements. The Organisers also do not warrant that a) any errors or defects in the Platforms will be corrected; b) the Platforms are free of viruses or other harmful components.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access or, alteration of or use of record in connection with the use or operation of the Platforms, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Platforms for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platforms or that the operation of the Platforms will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Platforms.

6.8 Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

6.9 Governing law

These Terms & Conditions shall be governed and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms & Conditions will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms & Conditions will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Action and supersede and replace any prior agreements we might have between us regarding the Action.

6.10 Changes

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.



It is your sole responsibility to periodically check these Terms & Conditions for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platforms or participating in the Action. Your continued use of the Platforms or participation in the Action will be deemed as your acceptance thereof.

6.11 Contact us

If you have any questions about these Terms, please contact us at hello@hackathons.cassini.eu

