

CATHAY PACIFIC 24-HOUR HACKATHON 2017

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to the Cathay Pacific 24-Hour Hackathon 2017 (herein referred to as "Hackathon"). By entering the Hackathon, the participant agrees to abide by the following Terms and Conditions which is a binding legal agreement between Participants and Cathay Pacific with respect to the Hackathon,

1. PARTICIPATION

- 1.1. A team must consist of at least three and no more than five participants. If one or more members on a team is/are disqualified, then the team is no longer eligible to win any of the prizes in the Hackathon.
- 1.2. If the Participant is less than eighteen years of age, he/she must have a parent or legal guardian to sign and agree with the Terms and Conditions; and submit to Cathay Pacific before joining the Hackathon.
- 1.3. Cathay reserves the right to disqualify any participant, team and/or submission that does not meet any of the Terms and Conditions, including but not limited to submissions containing inaccurate, invalid, illegal or misleading information.
- 1.4. Any participant's work deemed by the Judging Panel to be obscene, sexually explicit, or otherwise objectionable or inappropriate will not be considered for this Hackathon and Cathay has absolute discretion to decide on it.
- 1.5. Participants must not attempt to influence the Judging Panel. Failure to adhere to this rule may result in disqualification of the relevant participant and/or team.
- 1.6. Cathay reserves the right to assess participants' eligibility and compliance with the Terms and Conditions at any point during the Competition. Participants must provide prompt assistance when called upon.
- 1.7. Participants who violate this are subject to disqualification at the sole discretion of Cathay.

2. PRIZES

- 2.1. Cathay Pacific reserves the right at any time, in their absolute discretion, to cancel or modify the Competition or substitute, withdraw, or cancel any Prize without prior notice, without having to disclose any reason therefore, and without any payment or compensation whatsoever.
- 2.2. Cathay Pacific reserves the right to void any Prize, or to award one or more but not all of the Prizes. The decision of the Judging Panel and/or Cathay shall be final and conclusive, and no correspondence will be entertained. Prizes not claimed will be forfeited at the sole and absolute discretion of Cathay.
- 2.3. For the flight ticket prize, winners have to comply with the following terms and conditions (as defined below)
 - 2.3.1. The tickets are not redeemable for cash, are non-transferable and non-re-routable and there is no cash alternative.
 - 2.3.2. The ticket must be issued and collected within **ONE** month from the date of the event, or be forfeited. This original letter has to be presented for ticket issuance.
 - 2.3.3. The tickets are valid for **SIX** months after the date of ticket issuance.
 - 2.3.4. The tickets are on a bookable basis for PREMIUM ECONOMY for the champion team, and ECONOMY for the first runner-up team. All tickets are subject to embargo periods (e.g. Christmas, New Year, Lunar New Year, Easter and Summer peak etc.) Cathay Pacific will not be held responsible if seats cannot be confirmed due to unavailability of seats under that class.

- 2.3.5. The holder of the ticket is on a **lower boarding priority** than our normal fare paying passengers. If the flight you are booked on becomes critically full, and/or other serious disruptions occur, there is a possibility that you will not be accepted for the flight. In this event you will not be entitled to Denied Boarding Compensation. Our airport staff will then include you on the booking list for the next available Cathay Pacific flight.
- 2.3.6. The winner is liable for all taxes or security charges applicable to the tickets. The payment need to be settled by either cash or EPS.
- 2.3.7. The passenger should check-in at Hong Kong International Airport only and the ticket will not be accepted by our in-town check-in counters.
- 2.3.8. The holder of the ticket cannot earn any form of Asia Miles or other frequent flyer mileage and/or Marco Polo Club's Club mileage/sector credits when using the sponsored tickets. Upgrade of travel class by use of cash or bonus miles is not permitted.
- 2.3.9. Cathay Pacific reserves the right of final decision in case of any disputes.
- 2.3.10. Participants have to make the reservation with Cathay Pacific, and fax the note to the party for ticket issues. Cathay staff will contact participants within three working days.

3. JUDGING

- 3.1. Participants and submissions must comply fully with the Terms and Conditions in order to be eligible for Prizes.
- 3.2. One or more panels of judges selected by Cathay Pacific (herein referred to as "Judging Panel") will evaluate and provide feedback to the eligible submissions. The Judging Panel may be employees of Cathay Pacific or external, 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 Cathay Pacific.
- 3.3. The Judging Panel will evaluate and score eligible Submissions using the following criteria (herein referred to as "Judging Criteria"): (a) Aviation-related; (b) Innovation; (c) User Interface and Experience; (d) Functionality and Features; (e) Potential in the market; and (f) Presentation during the pitching session. Participants will have three minutes to present their ideas and demo in their first round pitch; while Top 6 teams will have five minutes to do the final round pitch to the entire Judging Panel. These criteria may change at the sole discretion of Cathay.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. All materials including but not limited to application, source code, documentation, presentation materials, data, concepts and ideas (whether created or developed independently by a participant or jointly with others) submitted to Cathay Pacific ("Submissions") shall be the property of the participants. Notwithstanding the foregoing, each participant acknowledges and agrees that any ideas or concepts related to the Submission are not confidential or proprietary, and Cathay Pacific and its parent, subsidiaries and affiliated or associated companies (the "Cathay Group") may use, incorporate or disclose any of them now or in the future in any manner, and each participant waives any and all claims that may arise against the Cathay Group (or its affiliates, contractors and agents) or anyone else participating or otherwise attending in this Competition for such use or disclosure.
- 4.2. By making a Submission, each participant acknowledges and agrees that Cathay Pacific may obtain many submissions in connection with this Competition and/or other marketing initiatives or challenges staged and/or offered by Cathay Pacific ("Submitted Ideas"), and that such submission may be similar or identical in theme,

idea, format or other respects to other Submitted Ideas or other materials developed by Cathay Pacific or its contractors or agents. Unless prohibited by law, each participant waives any and all claims against the Cathay Group and/or any other participants/teams Cathay Group may have had and/or may have (presently or in the future), that any submission and/or other works (including videos) accepted, reviewed and/or used by Cathay Pacific or other participants may be similar to his/her submission, or that any compensation is due to such participant in connection with such submission or other works used by any entity in the Cathay Group.

- 4.3. Each participant hereby grants an irrevocable, perpetual, non-exclusive, royalty free, worldwide license (“IPR License”) to each entity in the Cathay Group and/or any entity acting on behalf of any entity in the Cathay Group, effective as of the date of this document, to use, sub-license, discuss, distribute, publicise, market and/or create derivative works with, (i) the intellectual property comprised in any and all Submissions (collectively, the “Assigned Rights”) and/or (ii) any content derived from or relating to the Submissions and /or Assigned Rights.
- 4.4. In the event any of the participants decide to sell the Assigned Rights or any part thereof, each participant hereby agrees to grant Cathay Pacific the right of first refusal. For the purpose of this paragraph, “right of first refusal” shall mean that prior to entering into any agreement with a third party, such participant shall give written notice to Cathay Pacific of the terms and conditions which the participant is then prepared to accept from such third party, and Cathay Pacific shall have the right, within thirty (30) business days of such notice, to give written notice to the participant that Cathay Pacific elects to enter into an agreement with the participant on those identical terms and conditions, in which event the participant shall enter into an agreement with Cathay Pacific on such terms and conditions.
- 4.5. “Intellectual Property Rights” includes in Hong Kong and throughout the world and for the duration of the rights (a) any patents, utility models, copyrights (including future copyright), registered or unregistered trademarks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters patent, deed of grant, certificate or document of title for anything referred to in paragraphs (a), (b) or (c) of this definition.
- 4.6. Each participant warrants that (a) he/she has created the Application, (b) no third party has any right, title and/or interest in or to the Assigned Rights and (c) the use or exploitation by any entity in the Cathay Group of the Assigned Rights or the Submissions will not infringe the Intellectual Property Rights or any other rights of any third party. At the request of Cathay Pacific and/or any entity in the Cathay Group, the participant shall provide Cathay Pacific and/or any other entity in the Cathay Group with all necessary assistance for Cathay Pacific and/or the Cathay Group to maintain and/or enforce the Assigned Rights or any part thereof. The participant shall not challenge the right of any entity in the Cathay Group to use the Assigned Rights.

5. PUBLICITY AND PRIVACY

- 5.1. Participants agree that any personal data provided will be used by Cathay Pacific for the purposes of the Hackathon.
- 5.2. Cathay Pacific may collect personal data when you provide Cathay Pacific with your personal data directly, or when third parties disclose your personal data to Cathay Pacific. In addition, participants may be photographed or filmed when participating in the Competition and Cathay Pacific may collect your photographs, audio-visual footage, comments and any other record of your participation in the Hackathon.
- 5.3. Cathay Pacific collects, uses and discloses your personal data, idea and submission in order to administer this Hackathon.
- 5.4. Participants has the right to request access to their personal information held by Cathay Pacific. For details, please read our [Privacy Policy](#).
- 5.5. Participants may be required to upload their submissions including but not limited to presentation pack, source code and executable prototype onto or otherwise use other third party platforms. Such third party platforms or systems are not affiliated with or owned, operated, or controlled by Cathay, and do not act as data intermediaries to process personal data on Cathay's behalf. Cathay Pacific cannot and does not assume responsibility for the content, privacy policies, or practices of such third parties. When you submit your information or submissions on a third party platform in connection with this Hackathon, your information may be used by that third party in accordance with that third party's own terms and conditions and privacy policy.

6. LIABILITY RELEASE AND INDEMNITY

- 6.1. Under no circumstances will Cathay Pacific be liable for any direct, incidental, indirect, special or consequential damages in connection with, arising out of relating in any to the Hackathon and/or this agreement.
- 6.2. The participant shall indemnify and hold Cathay Pacific and their officers, directors, employees, successors, representatives and assigns harmless against any claims, losses, damages, liabilities and expenses (including without limitation, reasonable attorney's and other professionals' fee incurred by Cathay Pacific, in connection with: (a) arising out of relating in any way to the Hackathon and/or this Agreement; (b) any claim or action by any third party for actual or alleged infringement of Intellectual Property Rights in connection with the Assigned Rights or any Submissions.
- 6.3. Cathay Pacific does not assume responsibility for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the participants.
- 6.4. Cathay Pacific shall have no liability in connection with: (a) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Competition or receipt or use or misuse of any Prize.
- 6.5. Participants agree that no claim shall be asserted against Cathay and its parent, subsidiary, and affiliated or associated companies, and any other organizations responsible for sponsoring, advertising or promotion the Hackathon, and all of their respective past and present agents, officers, directors, employees and representatives, for any and all losses (including special, indirect and consequential losses), injuries, damages, rights, claims and actions of any kind in connection with the Hackathon and/or the acceptance of any Prize, including without limitation, personal injuries, death and property damage. To the maximum extent permitted by law, without prejudice to the generality of the foregoing, participants agree to release, Cathay Pacific, their subsidiaries, affiliates, and each of their respective agents, officers, directors and employees from and against any claim or cause of action in

connection with the participants' participation in the Hackathon, including but not limited to: (a) any technical and non-technical errors that may impact the participants' ability to participate in the Hackathon; (b) human or non-human errors in the administration of the Hackathon; (c) disputes amongst participants in teams or judges; (d) claims relating to damage to persons or property; (e) any Submissions was in violation of the Terms and Conditions, or that the Terms and Conditions infringes any Intellectual Property Right; (f) unauthorized human interference in the connection with the Hackathon

This notice is written in English language and may be translated into other languages. In the event of any inconsistency between the English version and the translated version of this notice, the English version shall prevail.

These Terms and Conditions were last updated on 25 August 2017.