

CATHAY PACIFIC 24-HOUR HACKATHON 2018

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to the Cathay Pacific 24-Hour Hackathon 2018 (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 Airways Limited ("Cathay Pacific") with respect to the Hackathon,

1. RULES

- 1.1. A team must consist of at least three (3) and no more than five (5) 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. The Participants may choose to apply as an individual or as a team. Individual participants will be required to form a team consisting of at least three (3) and no more than five (5) participants before the 24-Hour Hackathon officially starts. Participants who fail to form a team before the start of the 24-Hour Hackathon will be disqualified.
- 1.3. If the Participant is less than eighteen (18) 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.
- 1.4. The Hackathon is divided into three (3) categories. The Student Category is open to current full-time students aged 16-27. The Professional Category is open to anyone aged 18 or above. The Internal Category is only open to staff members currently employed under Cathay Pacific, its parents, subsidiaries, and affiliated or associated companies.
- 1.5. The application period for the Professional Category is from 15 July 2018 00:00 HKT to 5 August 2018 23:59 HKT. The application period for the Student Category is from 30 August 2018 00:00 HKT to 23 September 2018 23:59 HKT. Late applications will not be entertained.
- 1.6. During the 24-Hour Hackathon, participants are not allowed to leave the designated premises for more than three (3) hours, unless with the special consent from Cathay Pacific.
- 1.7. Participants need to declare any relationship with the Cathay Pacific Group when enrolling in the Hackathon.
- 1.8. If the Participants need to travel to Hong Kong to take part in the Hackathon or any activities arising out of the Hackathon, the travelling cost, including air tickets and accommodation, will be borne by the Participants at their own expense.
- 1.9. Cathay Pacific 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.

- 1.10. 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.
- 1.11. 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.
- 1.12. By enrolling in the Hackathon, the Participants agree to receive news and promotions from Cathay Pacific including Cathay Dragon in relations to the Hackathon.
- 1.13. 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.
- 1.14. Participants who violate this are subject to disqualification at the sole discretion of Cathay.

2. SUBMISSION

- 2.1. Participants may submit an Application that includes the use of open source software, provided that (a) the participants comply with applicable open source licenses and (b) that the applicable open source license terms will not require the release, disclosure or distribution of any part of the Application or Submission back to the open source community or to any third party under any circumstances.
- 2.2. All Submissions must: (a) be original work and not be owned by or subject to any other person or entity having any right or interest in it; and (b) not violate any Intellectual Property Rights or other rights including but not limited to contract, copyright, patent, trademark, and/or privacy rights, of any other person or entity.
- 2.3. All Submissions must be new. Any work that has been submitted for other competitions (whether in Hong Kong or overseas) or has been used for commercial purposes and/or has been published in any media will not be accepted.

3. PRIZES

- 3.1. Cathay Pacific reserves the right at any time, in their absolute discretion, to cancel or modify the Hackathon or substitute, withdraw, or cancel any Prize without prior notice, without having to disclose any reason therefore, and without any payment or compensation whatsoever.
- 3.2. 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 Pacific 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 Pacific.

4. JUDGING

- 4.1. Participants and submissions must comply fully with the Terms and Conditions in order to be eligible for Prizes.
- 4.2. 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.

4.3. Participants will present their ideas and conduct a live-demo in their first round pitch; while Top 6 teams will then have the final round pitch to the Judging Panel.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All materials including but not limited to application, software, 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.

5.2. 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.

5.3. 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.

5.4. 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.

- 5.5. "Intellectual Property Rights" includes (but is not limited to) 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.
- 5.6. 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.
- 5.7. Any data, material, Application Program Interface (API), software development kit (SDK), libraries, Intellectual Property Rights (as defined in clause 5.5) and other tools provided by the organizer(s) during the Competition (the "Competition IP") shall remain the sole property of the organizer(s). The Participants shall not have any rights in the Competition IP and are only entitled to use the Competition IP for the purposes of, and during, the Competition. This includes, but is not limited to, cases where the Participants have integrated the Competition IP in their works created during the Competition.

6. RIGHT OF USAGE AND PUBLICITY

- 6.1. By entering the Hackathon, participants agree to participate in any media, promotional activity or publicity related to the Hackathon without payment or compensation, if requested to do so by Cathay Pacific.
- 6.2. Participants further agree to participate in, at their own expense, prize presentation ceremonies, media, promotional activity or publicity related to the Hackathon in Hong Kong or elsewhere in relation to the Hackathon, without payment or compensation, if requested to do so by Cathay Pacific.
- 6.3. Participants acknowledge and agree that Cathay Pacific may display publicly, archive and reproduce any Submissions for broadcast, marketing, publicity and promotional purposes without any payment to the participants or the participants' consent. This includes, but is not limited to, posting or linking to the Submission on the Cathay Pacific website as well as Cathay Pacific's proprietary social media channels and website, and display and promotion of any Submission in any other channels.
- 6.4. Cathay Pacific is not obligated to use any Submission for any purpose.

7. PUBLICITY AND PRIVACY

- 7.1. Participants agree that any personal data provided will be used by Cathay Pacific for the purposes of the Hackathon.
- 7.2. Cathay Pacific may collect personal data when a participant provides Cathay Pacific with his/her personal data directly, or when third parties disclose his/her personal data to Cathay Pacific. In addition, participants may be photographed or filmed when participating in the Competition and Cathay Pacific may collect the Participants' photographs, audio-visual footage, comments and any other record of participation in the Hackathon.
- 7.3. Cathay Pacific collects, uses and discloses the Participants' personal data, idea and submission in order to administer this Hackathon.
- 7.4. Participants has the right to request access to their personal information held by Cathay Pacific. For details, please read our [Privacy Policy](#).
- 7.5. 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 the Participants submit information or submissions on a third party platform in connection with this Hackathon, the information may be used by that third party in accordance with that third party's own terms and conditions and privacy policy.

8. LIABILITY RELEASE AND INDEMNITY

- 8.1. Under no circumstances will Cathay Pacific be liable for any direct, incidental, indirect, special or consequential damages in connection with, arising out of or relating in any to the Hackathon and/or this agreement.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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 Hackathon or receipt or use or misuse of any Prize.
- 8.5. Participants agree that no claim shall be asserted against Cathay Pacific and its parents, subsidiaries, 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.

9. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- 9.1. Participants agree not to disclose, copy, use, directly or indirectly offer for sale, or disclose to any third party, any Confidential Information disclosed by Cathay Pacific Airways. This will be marked "Confidential Information" or with a similar legend and includes proprietary information, processes and technology related to future product or service concepts reviewed and tested in online or offline surveys or discussions.

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 14 July 2018.