

# General Terms & Conditions

## Official rules

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

The Energy Hack NL 2018 is organized by Enpuls, Enexis Netbeheer, UtrechtInc and other Partners (hereinafter called the Organization). By entering the Energy Hack NL 2018 event, you agree that participation will be governed by, and you shall abide by, all of the following terms and conditions (the "Terms & Conditions") outlined herein below:

### 1. Mission

The goal of Energy Hack NL 2018 is to support the formation development of creative, innovative and interesting applications in the Netherlands in the field of energy. By offering data, expertise and an inspiring environment we aim to stimulate people and Organizations to develop products and services.

### 2. Eligibility

The Competition is open only to individuals who are 16 years of age or older as of the date of entry.

### 3. Competition Guidelines

Applicant's Submission. All Submissions must comply with the following Content Restrictions:

The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, patent, or intellectual property- or property-related rights; The Submission must not contain footage, images or artwork not created by entrant.

The Submission must not contain material that is inappropriate, indecent, obscene hateful, defamatory, slanderous or libelous; The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

By entering, each Applicant represents and warrants that (a) the Applicant's Submission and all components thereof, including all ideas, creative elements and any other materials and information contained in the Submission are wholly original with the Applicant, (b) no person or entity had collaborated with Applicant in creating the Submission, provided any material or information for inclusion in the Submission, or has any ownership rights in and to the Submission or any component thereof (note: an Applicant that is a Team warrants and represents that no person who is not a Team member collaborated with the Applicant, provided any material or information, or has any ownership rights in and to the Submission), (c) Applicant has the exclusive, unconditional right and authority to submit the Submission and to grant the rights set forth herein, and (d) the Applicant's Submission complies with these Official Rules in full. Submissions must not contain any material that the Organization, in their sole discretion, deem inappropriate for public viewing and/or determine is contrary to its mission or reputation. The Organization reserves the right in their individual discretion to disqualify and/or not accept any Submission that does not or is likely not to comply with these guidelines, to make such changes to any Submission as are necessary to make it compliant, or to require the Applicant to do so.

### 4. Data

The participant is not permitted to copy or distribute the provided Data or to use it for purposes other than participation in the event, or to use it outside the headquarters of Enpuls, unless the provided Data is explicitly marked as Open Data and the appropriate license allows such distribution and use. The participant is allowed to use the Data only for the duration of the event. The participant will delete all the Data from his/her laptop or device after the event, or immediately if so requested by the Organization, under penalty of a fine of € 5,000. The participant gives the Organization in advance the right to verify whether the Data has indeed been deleted from the laptop or device in question.

The Organization remain the owners of the Data and retain at all times the intellectual property rights to that Data. The Organization does not vouch for the suitability of the Data for participation in the event. If a data set made available to a participant contains depersonalized personal data, the participant is not permitted to combine that data set with any other data sets so that the personal data can be traced to a particular person. In the unlikely event that this occurs, the participant is obliged to report this immediately to Enpuls, Enexis, UtrechtInc and its Partners.

## **5. Judging**

The judging of the Competition will proceed as follows: A panel of judges ,the jury, will review all Submissions to identify those that are complete and otherwise appear preliminarily to satisfy the entry requirements set forth herein. Submissions that appear preliminarily to be complete and to satisfy the entry requirements will be judged based on the Judging Criteria outlined day-of. These entrants will be called qualified. The jury will score all submissions that qualified based on the Judging Criteria.

## **6. Winner Notification and Verification for the Competition**

The jury will notify the potential Winners on the last day of the competition. In order to qualify as a Winner each Applicant must be available in attendance at the competition and present to the jury at the competition (and in the event of a Team, at least one member of the Team must be so available).

## **7. Prizes**

(a) General Terms and Conditions: All income taxes and any other applicable taxes on each prize are the sole responsibility of the recipient. Prizes consist only of items expressly specified herein. Any costs or expenses associated with the acceptance or use of any prize (including, without limitations, additional transportation, meals, gratuities and incidentals) are the responsibility of the recipient. No substitution, cash redemption or transfer of right to receive any prize will be allowed. (b) The winning projects will be rewarded and prizes are to be determined. (c) Prize Distribution: The total monetary prize amount is to be determined, awarded in the form of checks or another payment method selected by the Organization, to be used towards further development by the winner of the winning Submission. In the event that the Prize Winner is a Team, the Team Leader shall receive and be solely responsible for the Prize on behalf of the Team unless all members of the participating team agree to distribution of funds to each individual member separately. The Organization will have no responsibility for allocation of funds received as part of the Prize among Team members.

## **8. Intellectual Property**

Each team is responsible for determining the disposition of any intellectual property developed during the course of the hackathon. Neither UtrechtInc, Enpuls, Enexis nor the hackathon Partners shall be responsible for mediating disputes that arise relating to intellectual property ownership.

## **9. Details of the participant**

The participant grants the Organization permission to mention his/her name as a participant in all the media under their control, along with a description, photos and videos of the idea/concept he/she has developed. By taking part in the event the participant acknowledges that he/she has been informed of the collection of particular details and of the use that may be made of them as set out on the website [www.enexis.nl](http://www.enexis.nl) under "Privacy", and consequently the participant consents to this privacy policy.

## **10. Disputes**

These Terms and Conditions shall be governed by and interpreted under the laws of The Netherlands. Applicant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in connection with the Competition of these Terms and Conditions shall be resolved individually, and without resort to class action, exclusively a court located in 's-Hertogenbosch, The Netherlands. By entering, each Applicant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

### **11. Indemnity**

By submitting an entry, each Applicant agrees to indemnify, hold harmless and defend the Organization, affiliates, subsidiaries, successors and assigns, and each of their trustees, officers, employees and agents (all of the foregoing, the "Sponsor Parties"), from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation, any use by Sponsors Parties of the Applicant's Submission and/or the exercise by Sponsor of any right granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright patent and/or trademark infringement relating to the Applicant's Submission. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Submission, the Organization shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any prize.

### **12. DISCLAIMER**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ANY MEMBER OF THE ORGANIZATION AND THE PARTNERS BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **13. Release of Claims**

By submitting an entry, each Applicant releases each of the Organization from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation in this competition, any use by the Organization of the Applicant's Submission and/or the exercise by the Organization of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission and claims for injury, loss or damage of any kind resulting from the Applicant's participation in this competition or acceptance of use of any prize.

### **14. General Terms**

All Dutch laws and regulation apply. The Organization reserves the right at their sole discretion to disqualify any individual, who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of the Organization, and/or cancel, modify or suspend this competition should entrant fraud or misconduct or other causes beyond the control of the Organization corrupt the administration, integrity, security or proper operation of the competition.