

**TERMS and CONDITIONS**  
CLEVELAND METROPARKS HACKATHON

Thank you for your interest in the 2018 Hackathon organized by Cleveland Metroparks (“**Hackathon**”).

**Binding Agreement.** BY REGISTERING FOR THE HACKATHON, PARTICIPATING OR ATTEMPTING TO PARTICIPATE IN THE HACKATHON AND/OR USING THE HACKATHON SITE (“**Site**”), YOU (“**you or You**”) ARE AGREEING TO THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CLEVELAND METROPARKS (“**Cleveland Metroparks**”) WITH RESPECT TO THE HACKATHON. Cleveland Metroparks shall have the right to modify these Terms and Conditions at any time, which modification shall be effective immediately upon posting.

The Hackathon involves individuals and/or small teams of individuals (“**Participant**” or “**Participants**”) building creative and innovative technology-based solutions for one (1) of the four (4) challenges listed on Cleveland Metroparks’ Hackathon Site (the “**Project**”). The prize(s) will be awarded to Participant(s) and/or teams with the highest score for the judging criteria. See below for the complete details.

**Travel, Lodging, and Refreshments.** Participants are responsible for their own travel and accommodation arrangements and for covering all associated costs and expenses in connection with their participation in the Hackathon. Cleveland Metroparks will provide certain food and refreshments at the kick-off meeting and the awards ceremony.

**Hardware and Software.** Each Participant must bring or obtain whatever hardware and/or software they believe they need to participate (*e.g.*, laptops, phones, etc.), including any necessary chargers. There will be electrical outlets available on a first come, first serve basis. Cleveland Metroparks will inform Participants if Cleveland Metroparks has or obtains any equipment or devices that can be loaned to Participants for use at the Hackathon, or if Cleveland Metroparks is aware of any specific data or other materials being made available for Participants to use at the Hackathon. Loaned equipment may require a separate rental agreement in Cleveland Metroparks’ sole discretion. Please be advised that any such data and materials could be made available solely via the Internet or other electronic means, and Participants are responsible for having any necessary devices or Internet access if they want to access those data or materials. If the data and materials are made available through a third party website, Participants are responsible for reviewing any applicable terms for using such website and deciding if they are acceptable to Participant.

**Eligibility.** To be eligible to enter the Hackathon, each individual must be:

1. Over the age of 18 years old; or
2. A Participant under the age of 18 who is part of an adult-led team (for high schools) with written consent by the minor’s parent and/or legal guardian on the waiver consent form provided by Cleveland Metroparks; and
3. A lawful resident of the United States (for clarity, lawful resident does not mean you have to be a U.S. citizen or a permanent resident in the United States—*e.g.*, being in the U.S. and participating in the Hackathon subject to an appropriate visa is acceptable); and
4. Form a team alone or with up to four (4) other Participants.

Employees, interns, directors, and officers of Cleveland Metroparks and employees, interns, directors, and officers of Hackathon sponsors (“**Hackathon Entities**”) and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this

Hackathon. Cleveland Metroparks reserves the right to verify eligibility and to adjudicate on any dispute at any time.

If you are entering this Hackathon as part of a company or on behalf of your employer, these rules are binding on you, individually, and/or your employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a prize. You further warrant that your actions do not violate your employment agreement, if applicable, or your employer's or company's policies and procedures.

**Hackathon Period.** The Hackathon begins at 6:00 P.M. on April 6, 2018. On April 6, 2018 a kick-off event will be held at the Watershed Stewardship Center, 2277 W Ridgewood Drive, Parma, OH 44134, in order to assist groups with selecting a track, answering any questions, and allowing everyone to meet with other Participants, mentors, and sponsors. The Hackathon ends at 10:00 A.M. on April 29, 2018 with presentation, judging, and awards ceremony to follow at Stillwater Place at Cleveland Metroparks Zoo.

**How to Register.** NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

To register visit [www.clevelandmetroparks.com/hackathon](http://www.clevelandmetroparks.com/hackathon) where you will be asked to identify information about yourself and/or team members and agree to these Terms and Conditions. You will need to provide certain information about yourself to register. Registrations are limited and are on a first come, first serve basis, and Cleveland Metroparks has the right to end registration or limit the number of registrants at any time in its discretion.

At the time of entry, Participants must identify:

The challenge that you are submitting to and if you are applying as: an Individual, or as a Team, and if the latter to identify all team members.

You may enter as an individual or as a team of up to four (4) people. There will be no switching teams after April 6, 2018 at 5:00 P.M. Exceptions can be made on a case by case basis as decided by Cleveland Metroparks. A team can submit only one entry for the Hackathon. Participation at the Hackathon is subjected on a "per-team" basis meaning you are not allowed to be on more than one team during the Hackathon. Cleveland Metroparks is not responsible for resolving any disputes between team members.

By registering, the Participant agrees that its registration conforms to these Terms and Conditions and that Cleveland Metroparks, in its sole discretion, may disqualify the registration for any reason at any time, including if it determines, in its sole discretion, that the registration fails to conform to these Terms and Conditions in any way or otherwise contains unacceptable content as determined by Cleveland Metroparks, in its sole discretion. Cleveland Metroparks reserves the right to verify the identity and eligibility of all Participants and/or teams at any time.

**Collection/Use of Your Information.** As described in more detail below in these Terms and Conditions, Cleveland Metroparks may ask you for additional information to confirm that you are in compliance with these Terms and Conditions and/or (if applicable) are eligible to receive prizes. Your failure to provide such information within the requested timeframe may render you ineligible. Please review our **Privacy Policy** <https://www.clevelandmetroparks.com/about/cleveland-metroparks-organization/policies-procedures/privacy-policy> for information about how we collect, use and disclose information you provide. The terms of the Privacy Policy are incorporated by reference into these Terms and Conditions.

**Prizes.** In order to be eligible to compete for prizes, all members of the team must be registered Participants. As described in more detail below in these Terms and Conditions, prospective winners will be required to provide any requested proof of eligibility and to sign additional paperwork in order to be formally declared winners and to claim prizes.

All Participants regardless of overall rank will receive an entry T-Shirt, free pass to the Cleveland Metroparks Zoo, and food on both event days. The Hackathon prizes are as follows:

First Place: 3,000

Second Place: 1,500

Third Place: 500

Honorable Mention: Cleveland Metroparks Accessories/Tickets and Memorabilia

Limit one (1) prize per Participant.

Cleveland Metroparks is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize(s) or any components thereto.

Notification of winners will be announced on April 29, 2018 at the awards ceremony. Participant must be present at the ceremony to win, or at least one member of a team must be present to win. Winners may be contacted in person at the ceremony or by using the email address provided in the Participant's registration. Decision of judges is final and binding on all matters related to the Hackathon. Winners must sign the Winner Liability Affidavit and Release on behalf of the Participant and any other documents that may be required by Cleveland Metroparks, which MUST be completed and returned for the Participant to receive his/her prize. If required, winners must return all such required documents within fourteen (14) days following attempted notification or such winner will be deemed to have forfeited the prize and another potential winner will be selected based on the judging criteria described herein. In the event the winner is a minor, his or her parent or legal guardian must sign the documents and return them as described herein. All notification requirements, as well as other requirements within these Terms and Conditions, will be strictly enforced.

Odds of winning any prize depends on the number of eligible participants in the Hackathon and the skill of the participants. The prize(s) will be awarded within approximately thirty (30) days of receipt by Cleveland Metroparks of final prize acceptance documents. No transfer, substitution or cash equivalent for prize(s) is allowed, except at Cleveland Metroparks' sole discretion. Cleveland Metroparks reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason.

For any cash prizes awarded to a team involving more than one Participant, each eligible Participant shall be awarded an equal share of such prize unless all team members mutually agree on an alternative prize distribution. The ability to offer and provide, and for any Participant to receive, any prize(s) are subject to applicable laws and regulations and to availability (including but not limited to any/all individual or sponsors or prospective sponsors having provided the relevant prizes and/or prize funding to Cleveland Metroparks as anticipated). To the extent permitted under applicable laws and regulations, Cleveland Metroparks may, in its sole discretion, arrange for certain prizes to be provided to winners directly by third party prize sponsors rather than by Cleveland Metroparks.

Return of a prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Cleveland Metroparks to contact a winner within a reasonable time period or noncompliance with these Terms and Conditions by any winner may result in disqualification at Cleveland Metroparks' sole discretion.

**Judging Criteria.** Judging will be conducted by a panel selected by Cleveland Metroparks at its sole discretion (the "Panel"). Judges may be employees of Cleveland Metroparks or external, may or may not be listed individually on the Hackathon website, 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 Cleveland Metroparks.

Participants will be judged based upon the following criteria:

1. Direct relevance to the core problem/track chosen;
2. Executive Summary;
3. Quality of Presentation;
4. Prototype;
  - a. Completeness
  - b. Creativity
  - c. Feasibility
5. Implementation Plan.

Criteria 1-3, and 5 will be weighted equally on a scale of 1 to 5. Criterion 4 will be weighted based on the sub-criteria noted above. Each criterion is worth up to five (5) points for a total of twenty-five (25) points. All submissions will be judged anonymously. The top Participant whose project receives the highest scores in each criteria category above will be deemed the First Prize Winner for the particular challenge area. |

All judging decisions are final. Please do not contact Cleveland Metroparks about the status of entries or judging.

**TAXES. PAYMENTS TO WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO CLEVELAND METROPARKS ALL DOCUMENTATION REQUESTED BY CLEVELAND METROPARKS TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES CLEVELAND METROPARKS IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. IN ORDER TO RECEIVE A PRIZE, WINNERS MUST SUBMIT THE TAX DOCUMENTATION REQUESTED BY CLEVELAND METROPARKS OR OTHERWISE REQUIRED BY APPLICABLE LAW, TO CLEVELAND METROPARKS OR THE RELEVANT TAX AUTHORITY, ALL AS DETERMINED BY APPLICABLE LAW. THE WINNER IS RESPONSIBLE FOR ENSURING THAT (S)HE COMPLIES WITH ALL THE APPLICABLE TAX LAWS AND FILING REQUIREMENTS. IF A WINNER FAILS TO PROVIDE SUCH DOCUMENTATION OR COMPLY WITH SUCH LAWS, THE PRIZE MAY BE FORFEITED AND CLEVELAND METROPARKS MAY, IN ITS SOLE DISCRETION, SELECT AN ALTERNATIVE POTENTIAL WINNER.**

**Warranty and Indemnity.** Participants warrant that their Projects are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Project and that they have the right to submit the Project in the Hackathon and grant all required licenses. Each Participant agrees not to submit any Project that (1) infringes any third party proprietary rights, intellectual property rights, industrial

property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state, federal, or local law.

To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Hackathon Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the Hackathon Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) any Project or other material provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by the Participant in connection with the Hackathon; (c) any non-compliance by the Participant with these Terms and Conditions; (d) claims brought by persons or entities other than the parties to these Terms and Conditions arising from or related to the Participant's involvement with the Hackathon; (e) acceptance, possession, misuse or use of any prize or participation in any Hackathon-related activity or participation in this Hackathon; (f) any malfunction or other technical problem with the Hackathon Site or other occurrences which may affect the operation of the Site or the Hackathon, including but not limited to: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; failure of any e-mail or website transmissions to be sent to or received; inaccessibility of any third party service being used in connection with the Site or the Hackathon (including but not limited to any third party websites or Internet service providers); traffic congestions on the Internet or the Site; and/or inaccessibility or unavailability of an email account, application or other item used or desired to be used in connection with the Hackathon or the Site); (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

**Publicity.** You understand and agree that photos, videos and/or other recordings may be taken during the Hackathon. You hereby grant Cleveland Metroparks the perpetual, irrevocable, sublicensable, transferable right to copy, use, display and publish the photos, any videotaped, photographed, and/or recorded materials in which you appear in any online, electronic and/or print format (including but not limited any social media sites or platforms) for any educational and/or promotional purposes of Cleveland Metroparks and/or its Hackathon vendors, contractors, content partners and/or sponsors.

**Not an Offer or Contract of Employment.** Under no circumstances shall the submission of a Project into the Hackathon, the awarding of a prize, or anything in these Terms and Conditions be construed as an offer or contract of employment with either Cleveland Metroparks, or the Hackathon Entities. You acknowledge that you have submitted your Project voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Cleveland Metroparks or the Hackathon Entities and that no such relationship is established by your submission of a Project under these Terms and Conditions.

**Elimination.** Any false information provided within the context of the Hackathon by any Participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Terms and Conditions or the like may result in the immediate elimination of the entrant from the Hackathon.

## General Conditions.

1. Participant work may not have been previously submitted in other competitions. All hacks must be created, and any code written, by eligible Participants during the designated time frames during the Hackathon.
2. You agree to abide by the General Rules incorporated herein as well as the Terms and Conditions. The General Rules are located at <https://www.clevelandmetroparks.com/special-pages/hackathon/hackathon-rules>.
3. Notwithstanding 2(b) below, there are not otherwise any specific limitations on the resources or tools that Participants can use (*e.g.*, Public and Common SDK's and libraries are allowed), provided the Participants have the legal right to use them for this purpose.
  - a. Participants are permitted to use publicly developed APIs for the Project.
  - b. Teams are permitted to use free, open-source software products as part of their project development provided that any intellectual property developed during and within the scope of the Hackathon must be open source and licensed under one of the licenses referenced in <https://opensource.org/licenses>.
  - c. Teams are permitted to use certain datasets provided by Cleveland Metroparks as part of their Project. Teams are permitted to use these datasets for the sole purpose of participating in the Hackathon and only during the Hackathon period (April 6, 2018 at 6:00PM through April 29, 2018 at 10:00AM).
4. Teams may not interfere with the progress of other Teams.
5. You may not interfere with, remove or modify any Terms and Conditions, content or other materials posted on the Site; attempt to collect or solicit information about other Participants or third parties without their consent; or send unsolicited mail, advertisements, or other similar promotional material using the Site.
6. All information provided to register for the Hackathon must be true and correct. You are responsible for keeping such information up-to-date.
7. If you register to be on a Team with other Participants, you understand that information about you may be provided to other Team Participants.
8. Cleveland Metroparks may use certain third party service providers or sites (“**Third Party Providers**”) to support portions of the Hackathon. You are responsible for reviewing the applicable terms and privacy policies of those Third Party Providers and that Cleveland Metroparks is not responsible for your interactions with those Third Party Providers. The inclusion of a link to a third-party site does not imply endorsement by Cleveland Metroparks.
9. At any time, in the sole and absolute discretion of Cleveland Metroparks, Cleveland Metroparks shall be entitled to disqualify a Participant and/or Team in the event of a failure to meet relevant eligibility criteria or any other violation or suspected violation of these Terms and Conditions.
10. Content on the Site and linked pages includes materials of Cleveland Metroparks and/or its content providers. Cleveland Metroparks and its relevant content providers reserve any and all of their respective rights in such materials. You are authorized to access and use such materials solely with respect to registration for and/or participation in the Hackathon. You may not use the Site or any materials on it for any unauthorized purpose. All rights not specifically granted are reserved.

## Intellectual Property Rights.

1. **Ownership.** You will retain ownership over your Project; however, upon mutual agreement between You and Cleveland Metroparks and as part of your participation in the Hackathon, you have the option to grant Cleveland Metroparks a license to your Project subject to negotiation and execution of a separate license agreement. By submitting an entry into the Hackathon, you grant to Cleveland Metroparks an option and right of first refusal to enter into an additional license or agreement with you to the idea contained in your Project after the conclusion of the Hackathon (as further detailed below). By participating in the Hackathon, you agree to sign all documentation that

may be required for us and our designees to make use of the rights granted herein, if necessary.

- 2. Right of First Refusal.** Before you may enter into a license or agreement with a third party, you shall first offer the idea contained in your Project to Cleveland Metroparks on the same terms and conditions as are offered by the third party. Cleveland Metroparks shall have thirty (30) days during which to accept said offer. If Cleveland Metroparks does not accept said offer within said period, you shall be free to accept the third-party offer. If you do not enter into an agreement with the third party on said terms and conditions and close the transaction within ninety (90) days after the date first offered to Cleveland Metroparks, your right to enter into a license or agreement to the third party shall expire and the procedure described herein shall be applicable again.

**Right to Cancel.** Cleveland Metroparks may prohibit a Participant from participating in the Hackathon or winning a prize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Hackathon by cheating, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Participants or the Hackathon Entities. If, for any reason, the Hackathon is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of Cleveland Metroparks which, in the sole opinion of Cleveland Metroparks, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Hackathon, then Cleveland Metroparks reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Hackathon and select the winner based on Projects received prior to the action taken.

**Governing Law.** This Site and the Hackathon are based in the United States and intended only for the use of those who may legally access the Site and participate in the Hackathon under relevant U.S. laws and regulations. You agree to use this Site and participate in the Hackathon in compliance with any and all applicable laws and regulations. You may not use the Site or participate in the Hackathon for any unlawful purpose or engage in any conduct which restricts others from enjoying the Site or participating in the Hackathon. The Site, the Hackathon, and these Terms and Conditions shall be governed by, subject to, and construed in accordance with the laws of the State of Ohio, excluding all conflict of law rules. Participants consent to the state and/or federal courts venued in Cuyahoga County, Ohio for any action arising out of the Site, the Hackathon, and these Terms and Conditions.

**Assignment.** You may not assign, delegate or transfer your registration for the Hackathon and/or any of your rights or obligations under these Terms and Conditions. Any attempted assignment, delegation or transfer shall be void.

**Severability.** If any portion of these Terms and Conditions is determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law, then the rest of these Terms and Conditions will remain in effect and the parties will substitute a suitable and equitable provision for the invalid/unenforceable provision in order to carry out the original intent and purpose of the original Terms and Conditions.

**Winners List.** You may request a list of winners after **June 30, 2018** but before **December 31, 2018** by sending a self-addressed stamped envelope to:

Chief Information Officer  
Anthony Joy  
Cleveland Metroparks  
4101 Fulton Parkway  
Cleveland, Ohio 44144 USA

**Entire Agreement.** These Terms and Conditions (which, for clarification, includes the Privacy Policy and all other terms incorporated by reference into these Terms and Conditions), together with any Hackathon registration represent your entire agreement with Cleveland Metroparks with respect to the Hackathon. These terms cannot be modified or changed except with the written agreement of Cleveland Metroparks.