

# GALILEO HACKATHON

by **GNSS**.  
asia



## GALILEO HACKATHONS BY GNSS.ASIA

### TERMS & CONDITIONS

*Last updated: 23 July 2021*



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GNSS.asia is funded by the European Union within Horizon 2020, the EU Framework Programme for Research and Innovation, under grant agreement no 870296.

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## Terms & Conditions

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

- Participating as a Partner to the Action.
- Applying for the Galileo Hackathons action (the "Galileo Hackathon", "Galileo Hackathons", the "Hackathon Series", "Galileo Hackathon ASEAN Series", or the "Action") through the Action's Open Call (the "Open Call") via the GNSS.asia Website (the "Website" or the "Hackathon Platform");
- Participating to the Action as an Expert
- Participating to the Action as a Jury Member
- Registering for or accessing the online Galileo Hackathons' events and communication platform (the "Hackathon Events" or the "Training Sessions") provided by B2Match SaaS (the "GNSS.asia Hub").
- Accessing the Hackathon Platform to submit a hackathon pitch on behalf of a hacker team (the "Hackathon Submission", or "Hackathon Submissions");
- Accessing the Website, Hackathon Platform or the Event and Communication Platform (jointly the "Platforms"); and
- Participating in the Action.

The Action, including its components such as the Open Call and Hackathon Submissions, is implemented by GNSS.asia ("us", "we", "our", "GNSS.asia Consortium" or the "Organisers"), a project funded by the European Union within Horizon 2020, the EU Framework Programme for Research and Innovation, under Grant Agreement no 870296. The Grant Authority of this Grant Agreement is the European Union Agency for the Space Programme (EUSPA).

GNSS.asia is implemented by a consortium of legal entities consisting of:

- SpaceTec Partners GmbH – lead (Germany)
- SpaceTec Partners SRL (Belgium)
- European Union Chamber of Commerce in China (China)
- European Chamber of Commerce in Taiwan (Taiwan)
- EU-Japan Centre for Industrial Cooperation (Japan)
- Investment, Innovation & Research Alliance (IIRA) (India)

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 Galileo Hackathons' events, access, or use the Platforms, and to all applicants and participants, partners, jury members, and experts 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 outreach and promotion, expert 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 a partner, expert, or Hackathon Submission jury member.

# 1 Introduction

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## 1.1 Objectives

The Galileo Hackathons is an organised entrepreneurship action of GNSS.asia with the objective to generate awareness of Galileo and EU Space Programmes in general and to foster the market uptake of Global Satellite Navigation Systems (GNSS). The Action also aims at promoting international cooperation in the fields of education, science and technology related to space between Europe and Asia. The Action features several Hackathon Events such as dedicated online training sessions (e.g., webinars), a hackathon taking place in a weekend (the “Hackathon Weekend”) and the award ceremony (the “Demo Day”). Each Galileo Hackathons edition (the “Hackathon Series”) is taking place simultaneously in up to ten (10) different locations.

## 1.2 Contracting party

The contracting party in these Terms is the GNSS.asia Consortium led by SpaceTec Partners GmbH, with its registered address at Rumfordstrasse 10, D-80469 München, Germany.

## 1.3 Partner

The implementation of the Action is supported by partners of the Organisers (the “Partners”, “Local Organiser”, “Regional Partners” or “Local Organisers”), which support and ensure the implementation of the Galileo Hackathons.

## 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”, “Teams” 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 Organisers and/or Partners 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 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 Organisers by the original Team Leader and subject to approval or rejection. 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 Organisers and Partners to select the Hackers eligible for prizes, if any, or any other benefit during the Hackathon Weekend.

## 1.6 Experts

The experts (the “Expert” or the “Experts”) are the individuals who have been selected by the Organisers to provide mentoring, guidance, and expertise to the Hackers during the Hackathon Weekend. Experts 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, Organiser, Partner, Jury Member, or Expert violating these rules may be sanctioned or expelled from the Action at the discretion of the Organisers.



## 2 Participation as a Hacker

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### 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 20 September 2021 and 11 November 2021 before the start of the Hackathon Weekend. Late registrations during the Hackathon Weekend may be accepted at the discretion of the Partners.

To begin participation in the Open Call, it is required to fill in a template or create an account. 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 Partners, the Jury Members, the Experts, the European Union Agency for the Space Programme (EUSPA) and the European Commission, solely for the purposes of executing the 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 has an advanced command of English and is a legal citizen or resident of one of the Member States of the Association of Southeast Asian Nations (ASEAN), India, South Korea, Japan, Taiwan, or China. 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 Organisers or Partners by each Hacker, 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 Organisers or Partners, 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 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 Organisers or Partners of any changes to the Hacker Team;
- Inform the Organisers or Partners 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 12 November 2021 at 20:00 JKT;
- If Hackers choose to create code which is optional, to ensure a level field for all contestants, all content 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.

### 2.3.4 Financial aid

For participation of a Hacker to the Hackathon Weekend, a stable broadband internet connection is required. In the case that a Hacker does not have access to this infrastructure, the Hacker can apply for financial aid to purchase access to this infrastructure.

## 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. Three (3) Hacker Teams will be selected as winners in each location. There will be nine (9) winning Teams in total. 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 can consist of different options. Local Organisers are responsible to choose one or a combination of options for the Local Hackathon.

- Hackers pitch the solution live within a maximum of five (5) minutes to the Jury; and/or alternatively
- submit a single recorded video pitch of maximum two (2) minutes; and/or
- A completed project page or power point presentation at the Hacking Platform containing the following:

- One-liner giving a summary of the project
- Solution and use case
- Use of GNSS, Galileo, EGNOS, Copernicus
- Market potential
- Innovation factor
- Technical back end
- Proof of concept
- Team

Only upon completion of all required fields your submission is considered complete. The submission deadline is 14 November 2021 at 14:00 JKT. 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 GNSS.asia 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 GNSS.asia 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 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 Partners, or the Organisers.

## 2.5 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 Horizon2020. For its objectives, a comprehensive communication campaign is essential. The Action'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 project 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 first and last name, birth date, nationality, and affiliation. 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;
- Experts: to ensure a good interaction with your Expert, 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@gNSS.asia](mailto:hello@gNSS.asia).

## 3 Participation as an Expert

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### 3.1 Right of participation

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

Potential Experts 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 Selection of the Experts

The decisions on the selection of Experts made by the Organisers or Partners 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 or the Partners in any selection procedure.

### 3.3 Evaluation process

The evaluation process is organised and executed exclusively in English and coordinated by a Hackathon partner. To take part in the evaluation process of Hackathon Submissions, the use of online tools and the Hackathon Platform might be required. 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 an Expert.

The evaluation of the Hackathon Submissions consists of two parts, and the Expert may be invited to either part: 1) the monitoring of Hacker Sessions to ensure the rightful conduction of the Hackathon Weekend, 2) the evaluation of a number of Team Pitches at the Demo Day to review the selected Hackathon Submissions of the Hackathon Weekend.

### 3.4 Conditions of participation

Experts might get remunerated for their services to the Action. Upon participating to the Action, Experts agree to the following commitments:

- During the Hackathon Weekend for a reasonable number of working hours, Experts should be available to meet online with Hacker Teams

- Attendance and active participation in meetings with the Hacker Team (in person or via videoconference);
- the Experts should informally pre-evaluate the project of the Hacker Teams during scheduled meetings over the Hackathon Weekend.
- The Experts should provide technical expertise and support to the Hacker Teams to their best knowledge, for example, by assessing the technical feasibility of the idea
- Inform Organisers when the Hacker Team’s participation to the Action becomes void, for example, if the Hacker Team does not attend scheduled meetings

Any failure to deliver the minimal above commitments is a breach of your service as an Expert and may result in a termination of your participation to the Action, according to the termination procedures and a pro rata reduction of your service.

### 3.5 Service fee and cost reimbursement

The Organisers might agree to pay a service fee of a negotiated amount per allocated working hour for the Action (excluding VAT if applicable) to Experts. 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 Expert and/or the Hacker, and the allocated working 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 Expert shall be solely responsible for ensuring that all and any of such taxes are paid by him/her.

### 3.6 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 Partners.

### 3.7 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.

### **3.7.1 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.

### **3.7.2 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.

### **3.7.3 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.

### 3.7.4 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.

### 3.7.5 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.

### 3.7.6 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.

### 3.7.7 General provisions

- (a) **Relationships.** Nothing contained in this NDA shall be deemed to constitute either NDA Party a partner, joint ventures, 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.
- (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 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

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### 4.1 Right of participation

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

### 4.2 Selection of the Jury Members

The decisions on the selection of Jury Members made by the Organisers or Partners 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 or the Partners in any selection procedure.

### 4.3 Evaluation process

The evaluation process is organised and executed exclusively in English and coordinated by a Hackathon partner. To take part in the evaluation process of Hackathon Submissions, the use of online tools and the Hackathon Platform might be required. 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 monitoring of Hacker Sessions to ensure the rightful conduction of the Hackathon Weekend, 2) the evaluation of a number of Team Pitches 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 Partners.

## 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

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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

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### 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 Service infringes the copyright or other intellectual property infringement (“Infringement”) of any person. 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 copyright infringement that is taking place through the Hackathon, you must submit your notice in writing to the attention of “Copyright Infringement” of [hello@gnss.asia](mailto:hello@gnss.asia) and include in your notice a detailed description of the alleged Infringement.

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresenting that any Content is infringing your copyright. Copyright infringement notice. In order to lodge a complaint with us, please contact using the details above with 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).

Please allow us 30 days to investigate your complaint. 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 Hackathon and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of the Organisers. Our trademarks 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 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.

### 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 & Conditions, please contact us at [hello@gnss.asia](mailto:hello@gnss.asia)