

# TECHNICA



## TECHNICA TERMS AND CODE OF CONDUCT

BY PARTICIPATING IN TECHNICA, YOU AGREE TO THE FOLLOWING TERMS AND ALL OTHER APPLICABLE DOCUMENTS.

Henceforth, "I", "me", "my", "myself", and other first-person pronouns shall refer to the Participant. "The Organizers" shall refer to any persons or group who had significant participation in the creation of the event, namely (but not necessarily exclusively) the Technica organizing team, Technica LLC., Startup Shell Inc., and the University of Maryland at College Park. "The Hackathon" shall refer to the Technica hackathon.

I understand that by participating in The Hackathon, I agree to the following terms listed in this Technica Terms and Code of Conduct agreement (the "Agreement"), and to follow any procedures and instructions given by The Organizers. Refusal to comply and any violations will subject me to punishment deemed appropriate by The Organizers, such as the revocation of prizes and expulsion from The Hackathon.

- I have represented myself accurately on the application and all other event forms.
- I am allowed to develop a concept for a project prior to The Hackathon, but any and all programming and tangible creations related to a concept must be done at the time and place of The Hackathon.
- I am allowed to use publicly available resources and code on my project, and I accept sole responsibility for licensee or owner responsibilities and for any and all licensing or ownership rights and responsibilities of any intellectual property that I use, display, store, distribute, make derivative works from, or otherwise and other appropriate acknowledgement regarding the resources.
- I understand that The Organizers will not receive any ownership title or rights of any work or project done at The Hackathon other than those limited rights herein. All original work will solely remain under the ownership of the creator and/or the employing company. The Organizers are not liable for any legal or contractual issues that may arise from the work. I hereby agree to indemnify, hold harmless, and defend The Organizers against any liability resulting from the project or any created content.
- I understand that the judges and The Organizers are allowed to look at my code for the purpose of judging by volunteer judges, and that the decisions of these judges are final and may not be contested. The Hackathon will not be held responsible for any decisions made by sponsors, and The Organizers are not liable for any transaction of prizes between a sponsor and a participant.

- I understand that if I win a Technica-sponsored prize, it is my responsibility to be present at the event to receive the prize. If I am not present, I understand that I will not receive the prize, regardless if the rest of my team is present to receive their prizes.
- I understand that I will be fully responsible for any costs I incur as a direct or indirect result of participation in the event, including but not limited to use of proprietary technology, food, accommodations, and other purchases. The Organizers will not be liable for any costs or expenses incurred throughout the event, including in the occurrence of events outside of human control, such as a natural disaster.
- I understand that The Organizers are not obligated to give travel reimbursements, and that any granted travel reimbursements are contingent upon my participation in The Hackathon, including attendance for the full duration of the weekend.
- I understand that all services provided, including but not limited to transportation, facilities (property, furniture, electricity, networking), air mattresses, food and beverage, and activities are provided on an as-is and as-available basis only, with no guarantee of services meeting my requirements or remaining uninterrupted, error-free, secure, or free from viruses and other harmful components. The Organizers are not liable for any errors in services, regardless of whether they appear to provide these services or not.
- I understand that unless I have paid for certain perks of sponsorship of Technica, I am not allowed to recruit from the participants or disperse marketing or recruiting materials to anyone at The Hackathon, including anyone in the venue.
- I agree to be respectful and courteous to The Organizers, sponsors, volunteers, mentors, venue staff, and all other participants. The Organizers have the authority to discipline me if my behavior at the event does not meet their subjective standards of respect and courtesy, including the right to remove at The Organizers subjective discretion.
- I authorize The Organizers in advance of any reasonably perceived medical emergency to authorize any specific diagnosis, treatment, or hospital care that is required to save my life or my child's life or to avoid or respond to serious bodily harm, but this authorization is given to provide authority and power on the part of Technica, its agents and employees for the duration of a hackathon event and no more than eight hours after the official end of the event while I or my child remain on the premises of the Organizer's hackathon, in order to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned health professional in the exercise of his or her best judgment may deem required or reasonably recommended.
- I agree to not be in the possession of illegal drugs, alcohol, or weapons and to not perform any illegal or criminal activities at The Hackathon and otherwise always adhere to applicable state and federal contacts law.
- I understand that Technica LLC is not responsible for any personal injury or physical assault over the weekend of The Hackathon.
- I understand that I am bound to all rules and regulations of Maryland state laws, as well as applicable city and federal laws.
- I understand that with this Release, I am expressly granting Technica LLC permission to use and release my likeness in either photographic or videographic format for future

Technica LLC use, including social media outlets. In addition, I understand that I am free to withdraw my consent at any time by emailing [hello@gotechnica.org](mailto:hello@gotechnica.org) without penalty. Technica LLC and will not be required to notify me prior to using or releasing my likeness.

- I understand that any personal information released to The Organizers may be kept and recorded, and that The Organizers may use outside parties to gather and organize the information. I agree to not hold The Organizers or The Hackathon liable for any breach or loss of information due to these outside parties.
- I understand that Technica LLC. has ownership over any personal information I release through the application process. I understand that personal information includes any identifying information I've shared on the application, which include my name, email, and resume. I understand that Technica LLC. has the authority to sell this information to sponsors, and are not held responsible to how this information would be used after the transaction. I understand that Technica LLC has the authority to use this information for future marketing of events and organizations related to Technica, including future Technica Hackathons.

I UNDERSTAND THAT TECHNICA'S MISSION IS TO PROMOTE DIVERSITY IN TECHNOLOGY, AND THAT THE HACKATHON IS AN INCLUSIVE SPACE WHERE EVERYONE HAS THE RIGHT TO FEEL SAFE. THE ORGANIZERS HAVE THE AUTHORITY TO DISCIPLINE ME IF I SHOW ANY SIGNS OF PREJUDICE AND DISCRIMINATION BASED ON (BUT ARE NOT LIMITED TO) RACE, COLOR, CREED, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, GENDER EXPRESSION, CITIZENSHIP STATUS, SOCIOECONOMIC STATUS, MARITAL STATUS, PERSONAL APPEARANCE, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, RELIGION, PHYSICAL OR MENTAL DISABILITY.

I ASSUME ALL RESPONSIBILITY FOR THE DAMAGE OR THEFT OF ALL PERSONAL ITEMS AND PROPERTY. I UNDERSTAND THAT THE HACKATHON AND THE ORGANIZERS DO NOT TAKE RESPONSIBILITY AND ARE NOT LIABLE FOR ANY DAMAGES OR THEFT TO PERSONAL ITEMS AND/OR PROPERTY.

I understand that The Hackathon is 24 hours long, and that fatigue can cause delayed reaction time or unusual decision-making, and I indemnify and hold harmless Technica and the University of Maryland for any liabilities or damages from and against, and shall compensate and reimburse each Indemnitee for, any loss, damage, injury, harm, detriment, lost opportunity, liability, exposure, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including attorneys' fees), charge or expense that is directly or indirectly suffered or incurred by any of the Indemnitees, or to which any of the Indemnitees otherwise may become subject (regardless of whether or not related to a third-party claim) at any time (whether during or after the Term), and that is caused by or results from (a) any inaccuracy in any representation or warranty by or on my behalf contained in this Agreement, or (b) any failure on my part to observe, perform or abide by, or any other breach of, any restriction, covenant, obligation or other provision contained in this Agreement.