

NLB Hackathon 2021

Open Finance



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General Terms and Conditions

NLB Hackathon 2021

Open Finance

NLB d.d.
Ljubljana, 17 September 2021

General Terms and Conditions for NLB Hackathon 2021 – Open Finance

The Organizer of the event NLB Hackathon 2021 – Open Finance ("Hackathon") is the company NLB d.d., Trg republike 2, 1000 Ljubljana, registration number: 5860571000 ("Organizer"), the parent company in the NLB Group (www.nlbskupina.si).

1. Dates and Timing

Registration Period:

The registration for Hackathon opens on 25 October 2021 (at 12:00 CET) and closes on 9 November 2021 (at 23:59 CET) ("Registration Period").

Competition Period:

The competition part of Hackathon is going to take place from 12 November 2021 (at 12:00 CET) until 29 November 2021 (at 23:59 CET inclusive), in a virtual environment of the MS Teams application ("Competition Period").

Submission Period:

The Submission Period starts on 12 November 2021 (at 12:00 CET) and closes on 29 November 2021 (at 23:59 CET inclusive), ("Submission Period").

Judging Period:

The Judging Period starts on 30 November 2021 (at 12:00 CET) and closes on 07 December 2021 (at 23:59 CET inclusive) ("Judging Period") with Finalist Announcement.

Finalists Pitch and Winners Announcement:

The Finalists Pitch and Winners Announcement is going to take place on 09 December 2021 (10:00-15:00 CET).

2. General Information

Hackathon is an organised competition in solving business and technological challenges. It brings together individuals, teams or organizations with knowledge and experience from various fields, who compete in solving the challenge/problem put forward by the Organizer.

The competition takes an innovative form with the aim of creating and developing new business ideas or digital products, business solutions and creating possibilities for potential further cooperation between the Organizer and the Entrants of the Hackathon.

The Hackathon is going to take place remotely, in a virtual environment using the MS Teams application, in which registered entrants can upload, share, and create their documents, videos, demos, prototypes (a minimum viable product).

Any Entrant wishing to participate in the Hackathon must get registered in the CornerStone application. The CornerStone application can be accessed via the Organizer's website <http://www.nlb.si/hackathon-2021-open-finance> ("Hackathon website").

3. Eligibility

The Hackathon is open to:

- Individuals who are at least 18 years old at the time of registration ("Individuals");
- Teams of Individuals ("Teams"); and
- Organizations (including corporations, not-for-profit corporations and other non-profit organizations, limited liability companies, and other legal entities which are registered in a relevant business register) that exist and have been organized or incorporated at the time of the entry («Organizations»)

(all of the above are collectively referred to as the "Entrants").

An Individual may join more than one Team or Organization and an Individual who is a member of a Team or Organization may also enter the Hackathon on an individual basis.

If a Team or Organization is entering the Hackathon, they must appoint and authorize one person ("Representative") to represent, act, and enter a Submission on their behalf.

By entering a Submission on behalf of his/her Team or Organization, the Representative represents and warrants that he/she is authorized to act on behalf of the Team or Organization.

The Representative is obliged to inform all members of the Team or Organization who will participate in the Hackathon of these General Terms and Conditions.

4. Conditions for Participation

All the Entrants are going to face the same challenge of finding the optimum IT and business solution in accordance with the Organizer's instructions, which is why they are expected to be:

- highly motivated and have the ability of abstract thinking in order to come up with a useful and innovative solution,
- enthusiastic about dealing with new challenges.

The Hackathon is open to Entrants who meet the following conditions:

- an Individual, any member of a Team or Organization and their Representative must be at least 18 years old at the time of registration,
- the registration procedure must be completed and confirmed by the Organizer in the manner set forth in Section 5 herein.

The number of Entrants in the competition is not limited.

5. Registration and Organisation

The Hackathon is a competition, the organisation of which is very complex, and consequently the participants are expected to address it seriously with a great deal of engagement. Every Entrant needs their own computer and other equipment needed to participate in the Hackathon. The Organizer does not cover any costs incurred by the Entrants in connection with or due to the assignments done for the Hackathon.

This event is for everyone. Any Entrant who would like to participate in the Hackathon can find all the information about the event on the Hackathon website, regarding the project, registration steps, challenge, evaluation criteria, prizes, and timeline.

Entrants must register in the CornerStone application, which can be accessed on the Hackathon Website by clicking the link “Registration buttons” and after that all other conditions must be met.

By registering, an Entrant agrees with the provisions laid down herein and undertakes to abide by them. The same goes for all additional instructions received from the Organizer during this competition.

To get reistered you must meet the following conditions and take the next steps:

- i. Register for the Hackathon on the Hackathon Website by clicking:
 - the “Registration for Individuals” button for Individuals; or
 - the “Registration for Teams” button for Teams; or
 - the “Registration for Organizations ” button for Organizations;
- ii. Register in the CornerStone application by entering and filling out all the required details during the Registration Period;
- iii. Individuals or Team Representatives must submit his/her curriculum vitae (CV) in the Word or PDF format, which contains at least the following information: basic personal and contact details (name, surname, date of birth, address, postal code and town, e-address, phone number), education and work experience, and
- iv. Members of the Team, except their Representative, will receive a notification at their e-mail address (provided upon registration), with a link which they can optionally use to submit their curriculum vitae (CV) in the Word or PDF format, which contains at at least the following information: basic personal and contact details (name, surname, date of birth, address, postal code and town, e-address, phone number), education and work experience.

Due to the specific nature of a virtual Hackathon, the Organizer reserves the right to subsequently ask Entrants to complete the registration data, which the Entrant needs to present in two days after being asked to do so in an e-mail sent to the e-mail address provided upon registration. If not, their registration shall be considered incomplete.

An Entrant's participation in the Hackathon is confirmed, if they receive the Organizer's confirmation of successful registration (“Registration Confirmation”) with additional instructions in seven working days after the registration. The Organizer is going to send the Registration Confirmation by e-mail exclusively, to the e-mail address provided by the Entrants upon registration. When the Organizer has confirmed their registration, the Entrant has the right to participate in the Hackathon.

After the Registration conditions have been met and registration confirmed, the Organizer shall in 72 hours set up an MS Teams channel (using the MS Teams application) for the Entrant, which can only be accessed by the Entrant, the Organizer and judges selected by the Organizer (“Jury”), and its content cannot be seen by any other person.

A Microsoft registration is required in order to activate the MS Teams application for the Hackathon.

All further conditions and instructions on the next steps in the Hackathon shall be sent to Entrants by e-mail to the e-mail addresses provided upon their registration or in the MS Teams application where the Hackathon is taking place, and they are going to be published on the Hackathon Website.

The Organizer reserves the right to eliminate an Entrant from the competition at any point in time, if their registration is incomplete or false data have been provided, if the terms and conditions for their participation and registration are not met or these General Terms and Conditions or other instructions provided by the Organizer are not followed.

6. Preparation of Entries

Entries can be prepared and submitted after the Registration Confirmation has been obtained and the MS Teams channel has been accessed.

Entrants are expected to design and submit an innovative and demonstrative solution according to the given challenge addressing an actual business problem ("Entry").

The Entry shall directly address one or more of the Hackathon Problem statements ("Challenge") as described in the document **NLB Hackathon 2021 – Open Finance / Challenge** which is published on the Hackathon Website and in the MS Teams application / General / 01_CHALLENGE.

Entry Requirements

The Entry must meet the following conditions and requirements:

- i. What to Create: Entrants must build a fully working web and/or mobile application that connects to the sandbox of their choice, uses the APIs to get set up or at least coded minimum viable prototype (coded MVP) showing customer interaction and fits into the category listed below ("Project"):
 - **Open Finance** : Banking, Lending, Insurance, Asset Management, Wealth Management, Unsecured Lending, Mortgage, Pensions, Real Estate, Leasing and others.

Sandbox: the Organizer did not develop any sandboxes specifically for the Hackathon. Each participant can use APIs from other providers in an experimentation environment, plus they can use these resources to build and validate their innovations for the Hackathon.

- ii. Functionality: The Project must be capable of being successfully installed and running consistently on the platform for which it is intended and must function as depicted in the video and/or expressed in the text description.
- iii. Third Party Integrations: If a Project integrates with any third-party APIs and/or data, the Entrant must be authorized to use them.
- iv. Testing: The Entrant must make the Project available free of charge and without any restrictions for testing, evaluation and use by the Organizer and Jury until the end of the Judging Period.

The Project should not include any software that runs on proprietary or third party hardware that is not widely available to the public, including software running on devices or wearable technology other than smartphones, tablets or desktop computers.

The Organizer reserves the right in its sole discretion to eliminate an Entrant from the Hackathon at any point in time if the above condition is not met.

Submission Requirements

Each Entrant can submit only one Entry. Any Entry found incomplete or inadequate by the Organizer can be eliminated.

Entrants are required to submit a full-package Entry, exclusively in the MS Teams application, by uploading it to their own MS Teams channel, in the 01_MY SOLUTION folder ("Solution Folder").

A submission of the Entry must meet the following requirements:

1. A fully working demo web and/or mobile application or at least coded minimum viable prototype showing customer interaction (coded MVP):
 - Include a Project built with the required developer tools that meets the above Entry Requirements.
 - Include a text description and testing instructions that clarify the features and functionality of the Project. The Entry must include a clear description of the problem, the proposed solution, an explanation of its added value, the technology and a list of any APIs used.
 - Selected category of the submission (Open Finance).
2. A PDF summary that includes:
 - a problem statement which clearly states the pain point(s) of the solution, together with supporting evidence indicating the scale of the problem (including the number of potential users, revenue potential, etc);
 - a description of proposed functionality and how it addresses the pain point(s), a potential innovative approach;
 - the technology used, including both software components (languages/technologies) and hosting architecture;
 - a short and simple business model which demonstrates the market-readiness of the Project, including how to reach the end customers and how to possible generate revenue stream with proposed business model.
3. A demonstration video of your Project. The video portion of the submission should:
 - be three (3) minutes long or less;
 - include a clear pitch of the idea presented within 30 seconds of the demonstration, which can also sum up the key points from your PDF summary;
 - include footage that shows the Project functioning on the device for which it was built, clearly explains the application features, functionality, and how the APIs were integrated through a comprehensive demonstration;
 - must be uploaded and made publicly visible to the Organizer and Jury in the Solution folder; and
 - must not include third party trademarks or copyrighted music or any other material unless the Entrant has a permission to use them.

If needed, the access must be provided to an Entrant's working Project for judging and testing purposes with a link to a website, functioning demo, or a test build. If the Entrant's website is private, the Entrant must provide their login credentials in their testing instructions.

Entrants are required to submit a full-package Entry in line with additional requirements:

- i. Intellectual Property: Entry must: (a) be Entrant's original product of his/her work; (b) be solely owned by the Entrant with no other person or entity having any rights or interests in it; and (c) not violate any intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity. An Entrant may contract with a third party for technical assistance to create the Entry provided the Entry's components are solely the Entrant's work product and the result of the Entrant's ideas and creativity, and the Entrant owns all rights to them. An Entrant may submit

an Entry that includes the use of open source software or hardware, provided the Entrant complies with applicable open source licenses and, as part of the Entry, creates software that enhances and builds upon the features and functionality included in the underlying open source product.

- ii. Each Entry must be original, the result of creative work put in by relevant Entrant and completed within the stipulated deadline.

By entering the Hackathon, the Entrant represents, warrants, and agrees that the Entry meets the above-mentioned requirements.

The Organizer reserves the right to eliminate any of the Entries not meeting the conditions set forth in the previous paragraphs, or in any other way not complying with these General Terms and Conditions and other instructions that are going to be given to the Entrants during the competition.

The competition is going to be held in collaboration with experts appointed by the Organizer. Entrants can communicate with the experts in the MS Teams application at specific times published by the Organizer in the MS Teams. Experts can provide guidance to the Entrants in preparing their Entries.

Entrants must submit their Entries within the deadline set by the Organizer. They can start working on their Entries after the start of the Competition period, as laid down in the introduction to these General Terms and Conditions.

Language Requirements

All Entry-related materials must be in Slovenian or English.

7. Evaluation of Entries

Eligible submissions will be evaluated by the Jury. Judges may be employees working for the Organizer or third parties, 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 the Organizer. Judges will recuse themselves from evaluating any eligible Entries submitted by any employees working for their employer and from evaluating all eligible Entries in any category where there is a real or apparent conflict of interest.

From the correctly submitted Entries, the Jury shall select the best Entries for the given Challenge. The Jury can select winners of the competition, who will receive prizes in accordance with these General Terms and Conditions.

The winning Entries shall be selected by a Jury in two stages:

1. Stage One:

In the first stage it will be determined whether the Entry meets a baseline viability level, whether the Project reasonably fits the theme and reasonably applies the features required in the competition.

The Jury shall evaluate and the Entries shall be judged according to the innovativeness of the solution and according to their technical and financial feasibility, on the following weighted criteria, and according to the sole and absolute discretion of the Jury (the "Judging Criteria"):

- i. Problem statement: How well are the pain points defined, what is the scale of the problem and strength of the evidence supporting this? Is the solution relevant to the challenge theme?

- ii. Meeting user needs & customer experience: How well does the solution meet each of the pain points (desirability of the application, and any user research or validation) and how easy is it for the end customers to use it?
- iii. Innovation: How unique is the concept of the solution? Does the solution clearly show its added value?
- iv. Technology used: Feasibility, use of innovative technologies, programming and quality of the execution and application design. How well does the application perform (including management of user/system errors)?
- v. Business model & commercial viability: How credible is its business potential, use of innovative business models, time to market, can it generate new users and potential revenues. Is the solution commercially viable? How easily can the solution be implemented?

The winners of the first stage will be notified at least one day before Stage Two starts.

2. Stage Two – Live Pitch:

The top five (5) Entries from Stage One submitted by Individuals and Teams, and the top three (3) Entries from Stage One submitted by Organizations will be evaluated in Stage Two based on a live pitch presentation of their solution.

Stage Two - Live Pitch will be held via MS Teams application as a meeting on 9 December 2021.

Each Entrant will pitch its solution live to the Jury.

The pitching time is 5 minutes. After that the Jury will engage the Entrant in a Q&A session for 3 minutes before evaluating each team.

Judging Criteria for Stage Two - Live Pitch:

- i. Presentation: How convincing was the Entrant in providing arguments for their solution? Was the presentation well-organized and engaging?

The Jury's scores from Stage One and Stage Two – Live Pitch will determine potential winners.

The Judging Criteria are specifically defined in the document called NLB Hackathon 2021 – OPEN FINANCE / SCORE, which is published in the MS Teams application / General / 03_EVALUATION CRITERIA.

The Jury's decision is final. The Jury may, at its own discretion, extend the time for selecting the winning Entry for an indefinite period of time and/or assign new assignments to the Entrants to supplement their Entries.

8. Winners and Prizes

There are two categories of winners:

- (1) Individuals and Teams Category
- (2) Organizations Category

Each category will be awarded different gross value prizes.

The prizes to be awarded to the winners are provided at a gross value of EUR 10,000.

Prizes for the Individuals and Teams Category:

- one first place prize of EUR 6,000 gross,
- one second place prize of EUR 1,250 gross,
- one third place prize of EUR 750 gross.

Prize for the Organizations Category:

- one first place prize of EUR 2,000 gross.

The winners who, according to the Jury's opinion, prepare the best Entry, shall be notified at the e-mail address provided at the time of registration.

Substitutions & Changes: Prizes are transferable by the winners. The Organizer will not award a prize if there are no eligible Entrants.

Verification Requirement: The awarding of any prize to potential winners is subject to verification of their identity, qualifications and role in the creation of the submission. No Entrant shall be deemed a winner until their post-competition prize affidavits have been completed and verified, even if prospective winners have been announced verbally or on the Hackaton Website. The final decision to designate a winner shall be made by the Organizer.

Prize Delivery: Prizes will be payable to the Entrant, if an Individual; to the Entrant's Representative, if a Team; or to the Organization, if the Entrant is an Organization. It will be the responsibility of the winning Entrant's Representative to allocate the prize among their Team members or members participating in the Organization, as the Representative deems appropriate.

A monetary prize will be paid to the winner's bank account, only after the receipt of the winner's completed affidavit and other required forms (collectively the "Required Forms"), if applicable. The Winner may be required to provide a mailing address and bank information in order to receive the payment.

Any failure to provide correct information on the Required Forms, or other correct information required to deliver the prize may result in delayed prize delivery, disqualification of the Entrant, or forfeiture of the prize. Prizes will be delivered within 90 days of the Organizer's receipt of the completed Required Forms.

Personal details of the winners (name and surname, country for Individuals, name and surname of members of the Teams, and name of Organisation) may be published on the Organizer's website.

The prize is provided and awarded by the Organizer.

The award ceremony is going to take place live in the MS Teams application and it is going to be held remotely. In the event of extraordinary circumstances, the award-giving ceremony can take place without a separate event.

The Organizer allows for the possibility to invite relevant Entrants to further cooperation, for example in the form of employment or other business cooperation with the Organizer or companies in the Organizer's group - www.nlbskupina.si.

9. Data Transmission and Prepayment of Personal Income Tax or Other Taxes

The prize to be awarded to the winner is subject to taxation in accordance with the applicable regulations in the Republic of Slovenia or the regulations in force in the winner's country of domicile.

The winner agrees to provide the Organizer, at their request, with additional information required for or in connection with the awarding of the prize. The winner shall be notified in writing of such a request at the e-mail address provided at the time of registration.

The following information of the winner as Individual or Representative of a Team is required for the prepayment of personal income tax: name and surname, permanent residence address with the postal code, place and date of birth, tax number and country of tax residence (a non-Slovenian citizen is required to provide information on the tax number in their country of residence) and a signed form, with which they agree to accept the prize and pay a prepayment of personal income tax, which is included in the tax base. The winner must provide the information no later than seven days after receiving the notice of prize, otherwise they lose the right to accept the prize. The data thus transmitted shall be kept in accordance with the applicable tax legislation.

If the winner is an Individual, the Organizer shall calculate and pay the prepayment of personal income tax for the awarded prize and forward the personal details of the winner to the relevant tax office. If the winner does not provide the information for the payment of the prize within the period referred to in the previous paragraph, the prize shall not be paid out and the winner may no longer claim it.

If the winner is a Team, the Representative of that Team agrees to be awarded in the name of the Team and the Organizer shall calculate and pay the prepayment of personal income tax for the awarded prize and forward the personal details of the Representative of the Team to the relevant tax office. If the Representative of the Team as a winner does not provide the information for the payment of the prize within the period referred to in the previous paragraph, the prize shall not be paid out and the winner may no longer claim it. The Representative of the Team is solely responsible for allocating the award to the team members and for any fees, reporting and paying all applicable taxes in their jurisdiction of residence.

If the winner is an Organization, the prize will be paid out in gross value. The prize shall be included in the winner's corporate income tax base and proper tax shall be paid by the winner.

10. Copyright and Other Intellectual Property Rights on Entries

The Entrant represents and warrants that the Entry is solely the result of his original work and does not infringe any intellectual rights and copyrights of third parties, including, but not limited to, patents, trademarks, and related copyright.

Project remains the intellectual property of the Entrant that developed it. By submitting an Entry, Entrants agree that the Organizer will have a fully paid, non-exclusive license to use such an Entry for judging the Entry. Entrants agree that the Organizer shall have the right to promote the Entry and use the name, likeness, voice and image of all Entrants contributing to this submission, in any materials promoting or publicizing the Hackathon and its results, during the Hackathon and for three years thereafter. Some Entry components may be disclosed to the public. Other Entry materials may be viewed by the Organizer and Jury for screening and evaluation. By submitting an Entry or accepting any prize, Entrants represent and warrant that (a) the content that has been submitted is not copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless the Entrant is the owner of such rights or has permission from their rightful owner to post the content; and (b) the content submitted does not contain any viruses, Trojan horses, worms, spyware or other disabling devices or harmful or malicious code.

By accepting these General Terms and Conditions and participating in the competition, the Entrant will not transfer to the Organizer any intellectual property rights, copyrights, and other related rights on the Project. The Entrant shall remain the holder of all Intellectual Property Rights and moral rights on the Project.

The Entrant agrees that the Organizer protects the Entry and, at the request of the Organizer, undertakes to collaborate in the protection of the Entry, if necessary.

Each Entrant expressly declares and agrees that there is a possibility that other participants or third parties have prepared and/or commissioned works that may show similarities in appearance or content to the Entrant's Entry or that similar products may be prepared and/or commissioned in the future. Each Entrant expressly waives any claims under this title, and in particular under the title of similarity of such solutions with their Entry.

11. Public Disclosure and Personal Data Protection

The Organizer is the personal data controller. The authorised person for data protection is available at the e-mail address dpo@nlb.si.

The Organizer shall thus process the collected personal data of Entrant as individual on the basis of the first paragraph, point b, of Article 6 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (EU General Data Protection Regulation - GDPR), and the Personal Data Protection Act in force at any given time, as well as other legislation in force at any given time.

The Entrant allows public disclosure, use and transmission of his/her name, photograph and/or image, including a minimum correction of images, biographical data, entry and his true statements for advertising and promotion purposes, including, but not limited to, publications in newsletters, web sites, web pages and social networks of the Organizer or companies in the Organizer's group and other media without any compensation.

In addition to Entrant's data that can be processed for the purpose of the implementation of the Hackathon and related activities and are collected as part of the application and during the implementation of the Hackathon, Entrants as individuals or Representatives and Team members also provide data from their curriculum vitae, as set forth in Section 5 of these General Terms and Conditions, which will be processed on the basis of these General Terms and Conditions for HR purposes or the establishment of possible further collaboration with the Organizer or companies in the Organizer's group. The winner's data will also be processed on the basis of the applicable tax legislation.

The Organizer is going to process personal data only for the purposes stated in these General Terms and Conditions and store them until the completion of the Hackathon or fulfilment of the purpose for which it was collected and for 3 more years, unless longer data retention is explicitly provided by the law (the winner's data will be processed in accordance with the deadlines prescribed by tax legislation).

The Organizer will not sell or otherwise pass on personal data to third parties other than (i) the Organizer's contractual processors, insofar as this is necessary for the implementation of the event (providing IT solutions etc.), and with which it has concluded relevant data processing contracts, (ii) state bodies and holders of public authority directly on the basis of law or on the basis of their written reasoned request for the needs of a specific official procedure. The Entrant submits, in accordance with point a of the first paragraph of Article 49 of the EU General Data Protection Regulation—GDPR, consent to the transfer of personal data and curriculum vitae data to companies in the Organizer's group in third countries, while ensuring adequate protection of transferred data.

By accepting these General Terms and Conditions, the Entrant releases the Organizer of any liability for damage that the Entrant may suffer due to public disclosure, dissemination, reproduction and use of his data and waives the right to claim damages in these cases.

Based on the applicable legislation in the field of personal data protection, the Organizer guarantees the Entrants as individuals the right to inspect, transcribe, copy, supplement, correct, block and delete personal data (only in cases specified by the law) concerning them, object to automated data processing and file a complaint with the Information Commissioner of the Republic of Slovenia, Dunajska cesta 22, 1000 Ljubljana. The Entrant as an Individual exercises his rights with the Organizer by submitting a request and in a way that enables their identification. A request with an appropriate identification should be sent to the e-mail address: dpo@nlb.si

The Organizer undertakes to protect all collected personal data in accordance with the Personal Data Protection Act (ZVOP-1) (Official Gazette of the Republic of Slovenia, No. 94/2007-UPB1), the Electronic Communications Act (ZEKom) (Official Gazette of the Republic of Slovenia, No. 13/2007-UPB1, 110/2009), and the EU General Data Protection Regulation (GDPR) (Official Journal of the EU, L119/1). To protect personal data, the Organizer takes appropriate technical and organisational measures.

12. Limitation of Liability for Damages

The Organizer shall not be liable for any loss or damage that Entrants directly or indirectly suffer due to their participation in the Hackathon and/or receiving, using, and accepting the prize or inability of the latter. Furthermore, the Organizer shall not be liable for:

- i. any technical failure, including failure of any telephone, computer, network, hardware, or software,
- ii. unavailability of any of the services, regardless of reasons,
- iii. electronic or human errors that may occur during the Hackathon, or
- iv. any damage to persons or property or other damage caused, including damage to computer equipment, which, directly or indirectly, in whole or in part, is caused by their participation in the Hackathon.

By accepting these General Terms and Conditions, the Entrant fully releases the Organizer of any liability for any damage, injury, and loss, known or unknown, absolute, or conditional, which occurs or could occur due to or in connection with:

- i. non-compliance with these General Terms and Conditions and other instructions of the Organizer,
- ii. false statements made by a participant in the context of participation in the Hackathon, or
- iii. participation in the Hackathon.

In connection with the above, the Entrant undertakes to fully protect the Organizer from compensation and any other claims by third parties and to reimburse them in full for any damage.

13. Entry Conditions and Release

A. By entering the Hackathon, the Entrant (Individual or Representative if he/she is entering on behalf of a Team or an Organization) agree to the following:

- i. The relationship between the Entrant and the Organizer is not a confidential, fiduciary, or other special relationship.
- ii. Entrant will be bound by and comply with these General Terms and Conditions and the decisions of the Organizer, and/or the Jury which are binding and final in all matters relating to the Hackathon.

B. Without limiting the foregoing, the Organizer or companies in the Organizer's group shall have no liability in connection with:

- i. any incorrect or inaccurate information, whether caused by the Organizer's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon;
- ii. unauthorized human intervention in any part of the entry process or the Hackathon;

14. General Conditions

Any attempt by any person to undermine the proper conduct of the Hackathon may be a violation of the criminal and civil law. Should the Organizer suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring an Entrant to cooperate in an investigation and referral to criminal and civil law enforcement authorities.

If there is any discrepancy or inconsistency between the terms and conditions of the General Terms and Conditions and disclosures or other statements contained in any Hackathon materials, including but not limited to the Hackathon Submission form, Hackathon Website, or advertising, the terms and conditions of the General Terms and Conditions shall prevail.

The General Terms and Conditions are subject to change at any time, including the rights or obligations of the Entrant and the Organizer. The Organizer will post the terms and conditions of the amended General Terms and Conditions on the Hackathon Website or MS Teams. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended General Terms and Conditions or, if no time is specified, the time of posting.

If at any time prior to the deadline, an Entrant believes that any term in the General Terms and Conditions is or may be ambiguous, they must submit a written request seeking clarification.

The Organizer's failure to enforce any term of these General Terms and Conditions shall not constitute a waiver of that provision. Should any provision of these General Terms and Conditions be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to an Entrant, such illegality or unenforceability shall leave the remainder of these General Terms and Conditions, including the provision affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Organizer's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

Excluding submissions, all intellectual property related to this Hackathon, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Organizer. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a submission of Organizer's intellectual property shall be solely to the extent provided for in these General Terms and Conditions.

15. Final Provisions

The Organizer reserves the right, at its own discretion, to cancel, suspend, modify or stop the competition in whole or in part of it, in the case of fraud, technical failure or other difficulties or in the case of endangered integrity of the competition without liability to Entrants or any other factor or event that was not anticipated or is not within their control.

The Organizer reserves the right, at its sole discretion, to disqualify any Entrant in the case of a suspected violation of these General Terms and Conditions, fraud, threats or harassment from other Entrants or representatives of the Organizer or if it finds to be actually or making the appearance of tampering with the entry process or the operation of the Hackathon or in a manner that is inappropriate, unsportsmanlike, not in the best interest of this Hackathon, or a violation of any applicable law or regulation.

If any provision of these General Terms and Conditions is found to be illegal, invalid, or unenforceable, this will not affect the legality, validity, or enforceability of the other provisions. The Organizer undertakes to replace such illegal, invalid, or unenforceable provisions with those that best suit the purpose pursued by such a provision.

Unless these General Terms and Conditions stipulate otherwise, the law of the Republic of Slovenia will apply in relation to the participation and implementation of the competition and all relations arising therefrom. Any disputes arising from these General Terms and Conditions or from the mutual relationship between the Organizer and the Entrant will be subject to the jurisdiction of the court with subject-matter jurisdiction in Ljubljana.

Ljubljana, 17 October 2021