



## **HACKATHON PARTICIPATION AGREEMENT**

HP Indigo Ltd. ("HP Indigo") is pleased to present the "Print your Tone@HP Hackathon" First external Hackathon @ HP Indigo. The Hackathon is governed by this Hackathon Participation Agreement ("Agreement"). By entering the Hackathon, you ("Participant") agree to abide by the Agreement which is a binding legal agreement between Participant and HP Indigo with respect to the Hackathon.

### **PARTICIPATION IN THE HACKATHON**

1. The Hackathon will take place on the 23/7/2018 at the PowerBall.

Participant must be at least 18 years of age and a legal resident of the state of Israel to be eligible to participate in the Hackathon. In addition to the Agreement, Participant agrees to abide by HP Code of Ethics posted at [<http://h30261.www3.hp.com/governance/integrity-at-hp.aspx>] and additional documents, if any, provided in connection with the Hackathon (collectively "Additional Documents").

2. All participants must register via [<https://orlydekel.wixsite.com/hp-hackathon>].
3. HP Indigo has the right, at its sole discretion, to disqualify any Participant for any reason once so ever included but not limited to the breach of the Agreement or Additional Documents.
4. HP Indigo has the right to cancel or suspend the Hackathon with or without notice and for any or no reason. HP Indigo is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Hackathon.

### **TEAMS**

5. Participants are expected to form teams. Team size will be a minimum of 3] Participants and a maximum of [5] Participants unless otherwise stated.
6. Should you need help, HP Indigo will assist you with joining an already existing team.

### **SUBMISSIONS**

7. Teams of Participants are expected to provide submissions for [a new application that focuses on the job preparation stage and allows HP customers to increase their volume of work jobs and to offer digital printing services to new markets while taking advantage of the unique advantages that digital printing enables].
8. Teams of Participant should provide the submission in source code form and strive towards a working demonstration.
9. By providing a submission in the Hackathon, each Participant represents and warrants that the submission does not violate any applicable law or any third party intellectual property rights.

### **JUDGING**

10. The Hackathon winners will be chosen from the teams of Participants by a panel of judges selected by HP Indigo at the end of the Hackathon. Judges' decisions are final, binding and uncontestable.
11. The judging criteria are based on:
  1. Does it fit into the existing supply chain and doesn't change the production line?
  2. Does it appeal to existing and new customers?
  3. What is the maturity level of the POC?
  4. Fast time to market?
  5. Do you propose a new business model?
  6. Does it reduce (or change) the printing costs and customer's manpower?
  7. What is the potential for increasing profits of HP INDIGO in the short and long term?
  8. Does it interface with existing platforms such as SmartStreamDesigner?
  9. What is the gut feeling?
  10. if the idea is **exclusive**?

#### **PRIZES**

12. Prizes will be awarded to the 3 top ranked team.
13. The prizes will be divided evenly amongst Participant team members unless otherwise noted by HP Indigo.
14. HP Indigo reserves the right not to award a prize in the event of an insufficient number of eligible entries meeting the minimum judging criteria as determined in HP Indigo's sole discretion. HP Indigo is not responsible for any dispute among teams or team Participants related to prizes. Participant is solely responsible for any applicable taxes for any prize.

#### **PUBLICITY AND PRIVACY**

15. Participant understands that the Hackathon may be photographed, videotaped, recorded, etc. and hereby grants HP Indigo the right to use or refrain from using Participant's name and/or likeness any and all footage about Participant's participation in the Hackathon and Participant's Hackathon submission in any manner or media that HP Indigo sees fit without Participant's review or approval and without compensation. By participating in the Hackathon, Participants agree that their personal data provided as part of the Hackathon may be used by HP Indigo.

#### **LICENSING AND INTELLECTUAL PROPERTY RIGHTS**

16. Participation in the Hackathon does not require you to transfer ownership of your submission (or any part of it) to HP Indigo. However, by participating in the Hackathon, and entering a submission, you grant HP Indigo an irrevocable, perpetual, paid-up non-exclusive, royalty-free, worldwide license to:
  - a. Use any information contained in your submission in the development or deployment of our products or services without any reference, liability or compensation to you.
  - b. Use, reproduce, display, and distribute any participant application;
  - c. Make, have made, use, lease, sell, offer for sale, import, export or otherwise transfer, under its current and future license models and distribution channels, any product which includes such participant application; and

- d. Practice any method, covered by any intellectual property rights in such participant application.
  - e. Feature your submission and all its content for promotional purposes in websites or other media without any reference, liability or compensation to you.
17. We understand that during the competition, you may use content found on the internet for your solution. However, you should only use open-source content or any other free-to-use content. If you use any third party copyrighted materials, you must have appropriate permission and disclose the permission to us before or during the Hackathon. We will not be liable for any loss, damage, claim or expense relating to or resulting from any claim of infringement of any copyright, trade secret or other proprietary or intellectual property right of any third party. HP Indigo reserve the right to ask you to take down any content that may infringe any intellectual property right.
18. HP Indigo is not under any obligation to use your team's submission for any purpose (even if it has been selected as a winning entry).
19. HP Indigo retain the rights to all training materials provided during the Hackathon and you shall use such training materials solely for the purpose of the Hackathon.

#### **CONFIDENTIAL INFORMATION**

20. Throughout the Hackathon, you may gain knowledge about HP Indigo's business activities, products, services and/or technical expertise which we regard as confidential ("Confidential Information"). You agree that you will not divulge, use or make copies of any Confidential Information.

#### **LIABILITY RELEASE AND INDEMNITY**

21. Under no circumstances will HP Indigo be liable for any direct, incidental, indirect, special or consequential damages in connection with, arising out of or relating in any way to the Hackathon and/or this agreement. participant shall indemnify and hold HP Indigo and its officers, directors, employees, successors and assigns harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees) incurred by HP Indigo in connection with, arising out of or relating in any way to the Hackathon and/or this Agreement.

#### **GOVERNING LAW**

22. All disputes, claims and causes of action arising out of or in connection with the Hackathon, prizes or the Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the state courts of Israel and each of the Participants submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

Participant approval:

Date: \_\_\_\_\_

I the undersigned, \_\_\_\_\_, I.D number \_\_\_\_\_, hereby  
acknowledge and agree to the above.