

# Deloitte Digital “Gone Hacking” Capital Markets Hackathon 2014

## Terms and Conditions of Participation

These terms and conditions (“**these Terms**”) govern your and your Team’s (as defined below) participation in the Deloitte Digital “Gone Hacking” Capital Markets Hackathon 2014 (the “**Hackathon**”) which we will run and manage. Please read these Terms carefully, as by participating in the Hackathon, you accept these Terms and agree to abide by them.

All references to “**you**” and “**your**” refers to you as a participant of the Hackathon, and where entering as a Team (as defined below), each member of such Team.

“**Deloitte**”, “**we**”, “**us**” and “**our**” shall mean Deloitte LLP, a limited liability partnership incorporated in England and Wales with its registered office at 2 New Street Square, London EC4A 3BZ and company registered number OC303675.

### The Hackathon

1. You and/or your Team (as defined below) may register to apply to participate in the Hackathon at [<http://www.eventbrite.co.uk/e/gone-hacking-trading-and-investments-tickets-13314466929>]. Registration does not guarantee you or your Team entry into the Hackathon. If Deloitte, at its sole discretion, accepts your or your Team’s application to participate, Deloitte will confirm your or your Team’s participation via email.
2. The Hackathon will take place at Deloitte Digital’s offices at Buckley Building, 49 Clerkenwell Green, London EC1R 0EB (the “**Buckley Building**”).
3. The Hackathon will commence on 13<sup>th</sup> November 2014 at 09.00 and will end on 14<sup>th</sup> November 2014 at 18.00 (“**the Hackathon Period**”).
4. Access to the Buckley Building for the purposes of participating in the Hackathon shall only be granted to you and your Team between 08.00 and 23.00 on 13<sup>th</sup> November 2014 and 07.00 and 18.00 on 14<sup>th</sup> November 2014.
5. Participation in the Hackathon shall be limited to a maximum of fifteen teams of three people per team, which can be pre-formed or formed on the day (each, a “**Team**”). We reserve the right to change the number of Teams participating in the event at any time.
6. The assignment for the Hackathon is to create an innovative digital idea/solution to transform client and/or staff experience in Capital Markets. During the Hackathon Period, each Team will endeavour to build the best idea/solution to fulfil the criteria of the assignment (the “**Solution**”).
7. At the end of the Hackathon Period, each Team shall present its Solution to the panel of judges, comprised of Deloitte personnel and other individuals (the “**Judges**”).
8. The Judges, acting independently and impartially, shall judge each presented Solution, and select winners, on the basis of the following criteria: level of disruption, client/staff time/cost saving, ease of use, technical completeness and quality of presentation.
9. The Judges’ decision on winners shall be final and shall not be challengeable.
10. We reserve the right to change the named Judges either before or during the event.

### Prizes

11. The following prizes shall be available for award to the winning Teams, and the Judges’ decision on awarding these prizes shall be final:
  - a. First place – £3,000 cash (three thousand pounds GBP sterling);
  - b. Second place – £1,000 cash (one thousand pounds GBP sterling);
  - c. Third place – Phantom 2 Vision +; and
  - d. Fourth place – Oculus Rift Development Kit 2.

All prizes shall be awarded jointly as Team prizes, and individuals in a winning Team will not all receive the prize, e.g. the first place Team will receive £3,000 in total for the entire Team; individual Team members will not receive £3,000 each.

12. The prizes above shall be awarded subject to availability of the prize and the winning Teams having fully complied with these Terms. We reserve the right to substitute any or any part of the prize(s) should it/they become unavailable for any reason.
13. There is no cash or credit alternative to the prize(s) awarded.
14. If a prize is awarded to your Team, your Team have no right to transfer or re-sell the prize to any other person or third party.
15. In addition to the prizes listed above, Deloitte, at its sole discretion, may offer a "partner innovation award" to you and/or your Team where it is impressed with your Team's Solution, whereby Deloitte Digital will potentially work together with you and/or your Team to develop your Team's Solution to the next stage ("**Innovation Prize**").
16. If you and/or your Team is awarded an Innovation Prize, it will be awarded subject to each member of the Team agreeing to any further terms/policies/instructions provided by Deloitte (or an affiliate) which may include, but not be limited to, any vetting and/or security requirements and Deloitte's (or an affiliate's) terms and conditions of engagement. These additional terms will be notified to the successful Team at the relevant time. If you are unable to, or do not wish to comply with these additional terms/instructions/policies, your Team will not be awarded such Innovation Prize and no substitute prize or cash or credit alternative will be available.
17. If you are an A-level (or equivalent) student and Deloitte is impressed with your Team's Solution, Deloitte may, at its sole discretion, recommend that you apply to the Deloitte BrightStart school leavers programme – further information is available at: <http://mycareer.deloitte.com/uk/en/schools/brightstart>. Please note, that such a recommendation does not guarantee you entry on the BrightStart programme nor mean that you may circumvent the standard application processes or bypass any application stage.
18. You and your Team must have sufficient financial resources to meet any financial commitment which you or your Team may incur in connection with a prize beyond those included in the prize itself.

### **Your and your Team's obligations**

19. Your and your Team's entry and participation in the Hackathon is at your and your Team's own risk and your and your Team's health and safety is your and your Team's own responsibility.
20. If your Team is awarded a prize, acceptance of such prize shall be your Team's responsibility.
21. During your participation in the Hackathon, you and your Team must not act in any way which is unlawful, illegal, fraudulent, misleading, malicious or discriminatory. You and your Team must not do anything which may harm our reputation or do anything which may bring us into disrepute.
22. We reserve the right at our absolute discretion (without accepting any liability or giving you any compensation) to disqualify and/or remove you and/or your Team from the Hackathon and/or withhold or withdraw a prize if:
  - a. you or your Team do not comply with these Terms;
  - b. your or your Team's conduct is inappropriate or contrary to the spirit of these Terms or of the Hackathon;
  - c. your or your Team's act(s) or omission(s) have or might have an adverse effect on the Hackathon and/or on us; or
  - d. it is in our best interests to do so.
23. Obtaining time off work/study or related activities to participate in the Hackathon will be your and your Team's responsibility.
24. You and your Team shall comply with our safety, security, site and confidentiality standards and procedures, and any reasonable instructions given to you and your Team by us in relation to the Hackathon.
25. You and your Team shall be responsible for, and shall hold us harmless against, any loss or damage (including to the Buckley Building and/or any equipment or materials we make available for the Hackathon) suffered or incurred by us as a result of your and/or your Team's acts or omissions.

### **Your/your Team's ownership of Solution Materials**

26. We acknowledge that as between us and you and your Team, you and/or your Team shall own your Team's Solution, together with all materials, software, applications, coding and any other products which you or your Team creates in relation to the Hackathon ("**Solution Materials**").

27. You and your Team hereby consent to Deloitte publishing media (including photos and videos) and information relating to the Solution Materials through printed and online channels (including both on internal and external communications) for all PR activities and editorial relating to the Hackathon. You and your Team agree that we will not obtain your or your Team's approval prior to any such uses of the Solution Materials.
28. You warrant to us that (i) you and your Team have created the Solution Materials and do not require the permission of any third party to provide the consent given in clause 27, (ii) no third party has any right title, title and/or interest in or to the Solution Materials, (iii) during your and your Team's participation in the Hackathon, you and your Team shall not infringe the intellectual property rights of any third party, and (iv) our use of the Solution Materials (as described in clause 27) shall not infringe the intellectual property rights of any third party. We accept no liability whatsoever in respect of our use of the Solution Materials as described in clause 27 which breaches any third party intellectual property rights. Accordingly, we reserve the right to take such action as we require to protect our position in respect of any claim or potential claim of any third party.

### **Your Information**

29. By participating in the Hackathon, you and your Team consent to our use of and right to capture, reproduce and publish your and your Team's personal data, photographs, images, recordings, businesses' name and logo ("**Your Information**").
30. We may use Your Information to administer the Hackathon, including, for example: preparing for, promoting and advertising the Hackathon (including use of Your Information in printed and online publications, editorial and PR activities, on internal and external communications). You and your Team agree that we will not obtain your or your Team's approval prior to such uses of Your Information.
31. You and your Team agree that Your Information may be disclosed to and used by our personnel and selected third-party partner organisations and/or used in any form as determined by us subject to compliance with relevant legislation.
32. By submitting Your Information, you consent to receiving marketing emails from us, our affiliates and/or selected third party partner organisations. If you would not like to receive any such marketing emails, please let us know at the following email address: gonehacking@deloitte.co.uk.

### **Our intellectual property rights**

33. These Terms shall not grant any rights in or affect the ownership of us of any of our intellectual property rights including but not limited to our name, logos and/or trademarks, or those of our affiliates ("**Deloitte IP**").
34. Subject to our prior approval in each case and these Terms, you may take part in any marketing or promotional activity or make any press announcements, including on any online social networking or other social media site (including but not limited to Twitter), relating to the Hackathon, provided that you ensure that no such activity or announcements is defamatory, disparaging of and/or derogatory to us or any of our affiliates.
35. We reserve the right to prohibit use of any Deloitte IP at any time upon notice and you agree immediately to cease use of such Deloitte IP and comply with any other reasonable obligations we require.

### **General**

36. If you are provided with or otherwise learn of any Confidential Information, you shall keep such Confidential Information secret and not disclose it to any third party. For the purpose of this clause, "**Confidential Information**" means all product, business, market, strategic or other information or data relating to the Hackathon or our business or affairs, but excludes any information which (i) is in the public domain in any way without breach of these Terms, or (ii) is required by law, regulation or order to be disclosed to a Court of competent jurisdiction.
37. We hereby exclude all liability to you, your Team and/or any third party and shall not be liable to you, your Team and/or any third party for any losses, liabilities, damages, costs, fines, claims and/or expenses suffered or incurred by you, your Team and/or any third party arising out of or in connection with the Hackathon, whether in contract, tort, statute or otherwise, provided that nothing in these Terms shall exclude

or limit our liability for death or personal injury caused by our negligence, or for fraud, or for any other liability that may not be excluded or limited by law.

38. Our rights under these Terms are not exclusive of any rights and remedies provided by law and may be only waived in writing. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
39. These Terms shall take precedence to all other information you have previously received about the Hackathon and we reserve the right to amend these Terms without notice at any time and any such variations shall be notified to you.
40. You are required to notify us if you or your Team are aware of any reason why your or your Team's participation in the Hackathon and/or receipt of a prize would cause us to breach of our independence or regulatory requirements. If by virtue of your and/or your Team's participation in the Hackathon and/or receipt of a prize causes us to be in breach of our independence or regulatory requirements, we may, at our absolute discretion, remove you or your Team from the Hackathon and/or not award your Team or withdraw a prize.
41. These Terms and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. The Courts of England and Wales shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with these Terms or their subject matter (including non-contractual disputes or claims).
42. If you have any questions about these Terms, please email [gonehacking@deloitte.co.uk](mailto:gonehacking@deloitte.co.uk).