

# Terms and Conditions | Five Hackathon

## The Contest

The Five Low-Code Hackathon 2023 ("Contest") begins on May 5, 2023, and ends on June 9, 2023 ("Contest Period"). The organizer may adjust these dates at their absolute discretion.

This Contest is subject to these Terms and Conditions ("Terms"), which forms a binding agreement between the contestant participating in the Contest ("You" or "Your") and Five International Pty including its affiliates ("Five"). You understand that by participating in the Contest you are accepting these Terms and agree to be bound by them.

The Contest is void where prohibited or restricted by law or regulation.

## Eligibility

Except the employees and partners of Five, the Contest is open to residents of all countries (excluding Cuba, Iran, North Korea, Sudan, Syria and Crimea or any other countries subject to sanctions), who are of legal contracting age in their respective countries at the time of entry. Five reserves the right, at its sole discretion, to disqualify any entry if it concludes that you have tampered with the entry process or the operation of the Contest or has acted in violation of these Terms or any applicable state, federal, or local laws or regulations. To win the Contest, you must be a registered attendee of the Contest and submit an application created using Five's low-code development environment within the applicable deadline and subject to [Five's Terms of Service](#).

The Competition is free to enter (no purchase required).

## Winner Notification

The prize winners will be notified within two weeks from the end of the competition ("Winner Notice") on the website and via email. The Winner Notice will include information on how the winners can claim their prize. If Five reasonably believes that, (i) you have violated these Terms; or (ii) did not comply with the rules specified in Winner Notice, then you forfeit your right to receive the prize.

Reasonable efforts will be made to contact the prize winner for 14 days but if the winner fails to respond to our notification attempts within this time or provide an address for delivery of the prize or fails to meet any of the eligibility requirements or is otherwise unable to comply with the competition terms and conditions, we reserve the right to disqualify that entrant and offer the prize to the next eligible entrant and thereafter until a winner is found.

## General Conditions

This Contest shall be construed, interpreted and governed by the laws of the State of Queensland exclusive of its conflicts of law provisions. The parties irrevocably submit to the jurisdiction of Queensland and waive any claim in respect of inconvenience thereof.

By entering this Contest, you agree to be bound by these Terms and the decisions of Five on all matters relating to the Contest. By participating in the Contest, you authorize us to publish testimonials including your name given in connection with the Contest on our website or in any other

publicly accessible platforms. By entering the Contest, you consent to Five storing your data and communicating with you with respect to any developer initiatives in future.

### **Limitation of Liability**

By entering the Contest, you agree to release Five and its respective affiliates, parents and subsidiaries, and their respective employees, agents, and representatives (collectively, "Entities") from any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to person or property that may be sustained in connection with the receipt, ownership, or use of the prize or with participation in this Contest. By entering this Contest, you agree that no claim relating to such injuries, damages, or losses shall be asserted against any of the Entities. If for any reason the Contest is not capable of being conducted as described in these Terms, Five shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest.

### **Prizes**

Five will evaluate the submissions made in the Contest and will select six winners who will be awarded the following prizes:

- i) First prize – US\$5,555.00.
- ii) Second prize to sixth prize – US\$555.

In case the winners are from other countries, Five may, at its sole discretion, select the currency in which the cash prizes are disbursed. In no way does participation

Five's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.

The prize winners are responsible for having a valid bank account to receive the prize money, paying any applicable taxes or transfer fees that may be imposed on the prizes awarded. Five may, at its sole discretion, to disburse the prize money in instalments.

Participants with a full submission are also eligible to participate in a prize draw for an iPhone 14 or item of equivalent value, and depending on availability of the item in the winner's country. Five will determine the winner of the prize draw randomly from a minimum pool of 100 participants.

If there are less than 100 participants, this round's participants will be guaranteed participation until the minimum has been reached.

### **Use of Submissions & Publicity**

By participating in a Hackathon you consent to the use of personal information about you - if you are a winner, by Five, and third parties acting on its behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments and hometown and country of residence. It may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes advertising and promotional purposes. The duration of your consent is for a period of five years following the conclusion of the Hackathon. This consent applies, as applicable, to all members a team or organization which participated in the winning submission.

There is no mandate to add personal data. Test/Mock data can be used. Submissions and their content will not be treated as confidential and you should assume that all user-generated content, including your name, will be displayed publicly.



Uploading any submission constitutes your consent to give Five a royalty free, irrevocable, perpetual, non-exclusive license to display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes.