

APC Hackathon – Participant Terms

1 Overview

1.1 Introduction

Australian Payments Network Limited in its capacity as administrator of the Australian Payments Council (“**APC**”) is running an innovation program, hackathon and competition (hereafter called the “**Event**”) in collaboration with TESOBELimited / The Open Bank Project (the “**Organisers**”).

The aim of the Event is to facilitate the rapid creation of innovative “FinTech” and Banking related applications that address one or more of the challenges to be provided at or prior to the commencement of the Event

The Event is a free, collaborative brainstorming, designing and coding event. Neither APC, nor the Organisers have any obligation to use the applications or ideas created at the Event or to buy or otherwise contract with the participants.

Participants may receive mentoring and pitch training during the Event on an ad hoc basis. Teams may be formed during or prior to the Event.

The Event should be considered public. News and media of the Event, participants, teams and applications created may be circulated on social media and in the press.

2 Eligibility and Registration

2.1 Eligibility

Participants must be 18 years or over to attend. Proof of date of birth or permission to attend may be requested.

APC and the Organisers reserve the right to refuse entry, or remove and disqualify a participant from the Event at their sole discretion at any time for any reason. APC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Event at any time for any reason.

2.2 Registration

To take part in the Event you must register on a website set by the Organisers. Registration is confirmation that you have read, understood and accepted these Terms and Conditions.

APC and the Organisers are not responsible for registrations that are late, not received, incomplete or contain incorrect or inaccurate details.

The number of participants is limited and APC may close registration at any time.

Unless otherwise stated by APC, participants are responsible for all costs associated with their attendance at the Event including but not limited to transport and accommodation.

3 Participation

3.1 No entry fee

Participation in the Event is free and no entry fee will be payable to participate in the event.

3.2 Participants bear own costs

All participants will bear any costs they incur as a result of their participation in the Event, including but not limited to any travel, food, or accommodation costs. APC and the Organisers will not pay any compensation or payment in respect of these costs.

3.3 Capacity

Each participant represents and warrants that (except to the extent otherwise agreed with their employer or other third party and notified to APC and the Organisers) they are entering the Event as an individual in their personal capacity and not as a representative of their employer or any other entity.

3.4 Teams

Participants will compete in teams of no more than six members. Teams may be formed prior to the Event or after the Event commences.

3.5 Attendance

Each participant must be present onsite as an active member of their team during the Event, including by way of contributing skills, ideas or information relevant to their team's Submission. Persons not present during the Event will not be considered participants and will not be eligible for any prize.

3.6 Use of Event Data

As part of the Event, APC will make various data sets ("**Event Data**") available to the participants via an internet platform supplied by the Organisers. During the event, participants may use, reproduce and modify the Event Data as part of, or in the development of, their Submission in the Event and not for any other purpose. Participants may not export the Event Data from the platform on which it is provided, and may not modify or use the Event Data in a manner that prevents another participant from using the Event Data in its own Submission.

3.7 Submissions

The Event will run from 11 August 2017, 6pm to 13 August 2017, 8pm. Each participant team must prepare and develop its Submission during

the Event and provide its Submission to the judges before the deadline specified by APC and the Organisers to be eligible for prizes.

3.8 Challenges and Judging Criteria

Each team of participants must produce a Submission to respond to either one of the following “**Challenges**”:

- (a) **“Improve my daily life”** – show how transactional data can improve the everyday life of ordinary people; or
- (b) **“Improve my life in unforeseen circumstance”** – show how transactional data can help when the unexpected happens.

APC and the Organisers will appoint a panel of judges to determine, in their discretion, the Submission that best responds to one of the challenges above.

In addition to prizes for the Challenges, APC and the Organisers will also award prizes to teams that meet “bounties” set by APC and the Organisers, including:

- most diverse team;
- most popular social media post by a participant about the Event;
- the most unique API calls used in a Submission;
- crowd favourite Submission;
- most unorthodox hack (as determined by the judges).

More information on the Challenges, the judging criteria and bounties will be provided at the commencement of the Event.

3.9 Prizes

The team with the Submission that best meets one of the Challenges, as determined by the judges, will be rewarded with \$5000 to be split between team members. The runner-up team will be rewarded with a [Parrot AR Drone](#) for each team member.

More information on the prizes available for meeting bounties will be provided at the commencement of the Event.

3.10 Judges decision is final

The decision of the judges selected by APC is final in relation to any prizes that may be awarded for a participant’s Submission in the Event. No decision by the judges will be subject to any correspondence, discussion, appeal or review.

4 Intellectual Property

4.1 Ownership of IP

- (a) **(ownership by participants)** All Intellectual Property Rights in the ideas and applications created by a participant team during the Event shall remain vested in the participants who own them. Except where otherwise agreed between the participants and any relevant third party, each participant on the team owns the Intellectual Property Rights in their team's Submission jointly with the other participants on that team as tenants in common in equal shares.
- (b) **(mixed teams)** Where a participant team is made up of participants who are not all employed by the same employer and do not all participate in the same business, then except where otherwise agreed between all participants of that team and any relevant third parties (including relevant employers), following the Event all Intellectual Property Rights in the Participant Material created by that team during the Event (and not Participant Material that existed prior to the Event) must be made available to all third parties on the terms of the Apache License Version 2.0.
- (c) **(third party IP)** Any Intellectual Property Rights owned by a third party shall remain vested in the third party or third parties that own them.
- (d) **(Event Data)** All Intellectual Property Rights in the Event Data shall remain vested in the entities who provided the Event Data.

4.2 Participant warranties

Each participant represents and warrants that:

- (a) the Participant Material, and the use of that Participant Material:
 - (i) does not infringe the Intellectual Property Rights of any person;
 - (ii) does not breach any obligations owed by the participant to any person, including without limitation obligations of privacy or confidentiality; and
 - (iii) does not breach any law;
- (b) they will not use any other material in breach of law or an obligation owed by the participant to any person, including, in respect of data or material obtained from a third-party or publicly available source, using that data or material without the consent of the source or in breach of the terms of any applicable licence or other right to use that data;

- (c) they have all licences, permissions and consents required to provide the Participant Material, including any moral rights consents;
- (d) they will not attempt to re-identify any of the Event Data; and
- (e) they will not commercialise the Event Data with a view to a profit.

4.3 Licence of Participant Material

Each participant grants to APC and the Organisers a perpetual, non-exclusive, irrevocable, royalty-free license to use, reproduce, or modify any Participant Material, or permit a third party to do any of those things, solely for the purpose of running, promoting, and reporting on the Event at any time in the future, including for the purpose of promoting future events. This licence does NOT include any right to commercialise any Submission.

4.4 Licence of Branding

APC may grant to each participant a licence to use the name, trade marks, logos or other indicia of some or all of APC's members ("**Branding**") for the duration and purposes of the Event. To the extent that APC grants such a licence to any participant:

- (a) this licence is strictly subject to any restrictions or guidelines provided by APC from time to time about the use of the Branding;
- (b) a participant may use the Branding solely for the purposes of participating in the Event and not for any other purpose;
- (c) on conclusion of the Event, each participant must immediately cease all use of the Branding;
- (d) without limiting paragraph (c), to the extent that any team's Submission incorporates any Branding, each participant on the team must not reproduce, disclose, display or otherwise make the Submission available to any other person without the prior written consent of the relevant owner or owners of that Branding; and
- (e) at all times, the Intellectual Property Rights in any Branding remains with the relevant owner or owners of that Branding.

4.5 Identification of third party information

Any third party intellectual property rights or third-party data used by participants in their entry must be clearly identified by the participants as well as the applicable terms of license and other details relating to use of same.

4.6 Publicity

Each participant agrees that their name, image or likeness, as well as any photographs, video and description of their entries, may be used by APC and the Organisers on their respective websites, in promotional material and in any publicity accompanying or resulting from the Event including but not limited to any press, blogs or articles on social media and any promotion of future similar events run by APC or the Operators.

5 General

5.1 No claims

Each participant agrees that they will not make any claim (including but not limited to all actions, demands, suits, sums of money, proceedings, liabilities, damages and costs) or take any action against APC or any of its members, the entities that provided the Event Data or the Organisers (including each of their partners, associated entities, subsidiaries, directors, officers, employees, sponsors and agents), or hold any one of them responsible, arising directly or indirectly from the participant's participation in the Event, except in relation to a breach of these Terms and Conditions by one of the persons mentioned in this clause 5.1 above or by their negligence where that breach or negligence results in personal injury.

5.2 Governing law

These terms and conditions shall be governed by the laws of New South Wales and subject to the non-exclusive jurisdiction of the courts of New South Wales.

5.3 Interpretation

Capitalised terms used in these Terms and Conditions have the following meaning unless otherwise identified:

Challenge means either of the challenges identified in clause 3.8(a) and 3.8(b).

Event Data has the meaning given in clause 3.6.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Participant Material means the contributions, including ideas or skills, owned by or licensed to a participant and provided or communicated during the course of the Event.

Submission means the product, prototype, or other material submitted by a participant's team during the Event.