

**Open Hack Day 2009**  
**February 14<sup>th</sup> and February 15<sup>th</sup> 2009**

**Hacker Event Rules**

Welcome to Hack Day hosted by Yahoo!. Hack Day is intended to be a fun and informal event seeking to inspire creativity and assist in creatively developing software so as to keep it simple - here are the basic rules of participating in the Hack Day Event:

- Each hacker (whether participating individually or as part of a team) will need to agree to the Hack Day Event Rules before you can participate.
- You will be given a unique credential code for accessing the network provided for Hack Day which you need to use for the purpose of creating your Hack and participating in Hack Day.
- You will also need to provide a URL at which Organisers and judges can view your hack.
- We will be monitoring our security and performance of the networks available at Hack Day so for these reasons we will be monitoring your activity while you are logged into our systems. Abuses of the network may result in your connection being cut off and, by signing this, you consent to Yahoo!'s tracking of your online activity for this purpose.
- To ensure that the event runs as planned and for the safety and comfort of all those attending, you agree to comply with the instructions of the organisers, security and venue staff and agree that in the event that you are given any such instructions (including if you are asked to leave the venue) you agree that you will comply immediately with any such instructions.
- There will be prizes given and awards made in respect of various categories of hacks submitted within the time frames. Any prizes given or awards made are done so at the judges and the organisers' sole discretion and some awards may not have prizes.
- In the case of any emergency it is important that we know what steps we need to and can take and who we can contact. To assist us with this, it would be helpful if you would provide us with details below of someone we can contact on your behalf in the event of an emergency and also advise us of any medical conditions which you think we need to be aware of - we promise to treat this information in the strictest of confidence.
- There are, of course, more detailed rules concerning your participation in the Event, what is and is not allowed at the Event and rules governing the allocation and acceptance of prizes - we suggest that you read over these rules (printed on the back of this page) as by signing below you will be confirming your acceptance of the Event Rules.

**I agree to the above and the Event Rules for participating in Hack Day.**

Name: \_\_\_\_\_  
(Print the name you registered with)

Email: \_\_\_\_\_  
(Print the email you registered with)

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

**Emergency Contact Details and Additional Information:**

Name: .....

Name: .....

Contact Numbers: .....

Contact Numbers: .....

Relationship to you: .....

Relationship to you: .....

You should be aware of the following:

## HACK DAY EVENT RULES

- 1) **General Information:** Hack Day (the "Event") is an event in which the Organisers are seeking creative software applications on various categories ("Hacks") to be submitted by participants ("Hackers"). The Event will take place at The Taj Residency, M G Road, Bangalore (the "Venue") on February 14<sup>th</sup> and February 15<sup>th</sup> 2009. For the purpose of this Event the term "Hack" shall mean "development of software programme / applications on such topics as will be provided or approved by the Organisers".
- 2) **Organisers:** Yahoo! Software Development India Private Limited, 4<sup>th</sup> Floor, Esquire Centre #9, M.G.Road, Bangalore 560 001. ("Yahoo!")
- 3) **Eligibility:** The Event is open to all persons who are 18 years of age or older who have been accepted as Hackers by Yahoo and who otherwise meet all eligibility requirements in these Event Rules. Notwithstanding the foregoing, employees, contractors and agents (and their immediate family members and persons living in the same households as such persons) of the Organisers and each of their respective affiliates and subsidiaries, are not eligible to submit Hacks or win an award. Hacks may be submitted by (a) individual Hackers or (b) by teams of up to 4 Hackers (a "Team") provided that each member of the Team meets these eligibility criteria and each signs a Hacker agreement (attached). Hacks submitted in connection with an entry in this Event must meet all submission criteria below in order to be considered for an award.
- 4) **Hacking, Submission and Judging**
  - a) **Hackers Responsibilities:** Hackers are, as a minimum, required to bring their own wireless enabled computer hardware in order to enable participation in the Event and any other personal (e.g. sleeping bags) or technical equipment which you may wish to use at the Event.
  - b) **Access to Yahoo! Network:** Hackers will be given a unique credential code for accessing the network for the Event. You must not share your code with anyone else (other than your Team), and you must use it solely for the purpose of creating your Hack and participating in the Event. You will be solely responsible for your respective account passwords.
  - c) **Hacking Period:** The Hacking Period will commence on February 14<sup>th</sup> 2009 and end on February 15<sup>th</sup> 2009 at times specified by the organisers. All Hack URLs must be submitted by the time stipulated by the Organisers.
  - d) **Submission:** All Hacks submitted for judging will be required to be available at a URL provided by the Hackers ("Hack URL"). When you have completed you should provide the Hack URL so that the completed Hack may be viewed by the Event judges. The Organisers assume no responsibility for advising Hackers of an incomplete or otherwise non-compliant submission. Late, unintelligible, incomplete submissions will be disqualified.
- 5) **General Conditions of Entry:**

By entering the Event, each Hacker and Team:

  - a) agrees to comply with and be bound by the decisions of the Organisers and the judges which shall in each case be final and binding in all respects; and
  - b) agrees that:
    - i) Organisers reserve the right to disqualify any Hacker or Team who may try to interfere or disrupt the work of any other Hacker or Team;
    - ii) Aggressive and/or abusive behaviour towards other Hackers including each Hacker's own Team members, Organisers and their representatives and any other person attending the Event is not acceptable and may lead to disqualification;
    - iii) Hackers should not defraud, harass, threaten, insult, name call, or cause distress and / or draw unwanted attention to other Hackers, Organisers or attendees at the Event;
    - iv) Hackers are not permitted to view websites or images which are obscene, vulgar, sexually oriented or hateful while participating in the Event;
    - v) Hackers found guilty of spamming or flooding the server and/or network may be disqualified or prevented from further participation;
    - vi) they will comply with all health and safety requirements imposed by the Organisers or Venue;
  - c) **WARRANTS AND REPRESENTS THAT IT OWNS ALL RIGHTS, OR HAS ALL NECESSARY LICENSES, TO USE ANY AND ALL HACKING MATERIALS (AND ALL CONSTITUENT PARTS) THEY WILL USE AT THE EVENT AND/OR ARE SUBMITTING FOR JUDGING, INCLUDING WITHOUT LIMITATION ALL CONTENT, IMAGES, TEXT, OR OTHER COPYRIGHT MATERIAL, TRADEMARKS, SERVICE MARKS, LOGOS OR ANY OTHER INTELLECTUAL PROPERTY CONTAINED WITHIN ITS HACKS (THE "HACK MATERIALS"), AND CAN, UPON REQUEST, PROVIDE WRITTEN CONFIRMATION OF SUCH OWNERSHIP OR LICENSE TO THE ORGANISERS;**
  - d) **FURTHER WARRANTS AND REPRESENTS THAT ALL HACK MATERIALS ARE ORIGINAL AND HAVE BEEN LEGALLY OBTAINED AND CREATED, AND DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY;**
  - e) **GRANTS TO ORGANISERS AND ITS AFFILIATES, THE RIGHT AND PERMISSION TO REPRODUCE, ENCODE, STORE, COPY, TRANSMIT, PUBLISH, BROADCAST, DISPLAY, PUBLICLY PERFORM, EXHIBIT AND/OR OTHERWISE USE OR REUSE (WITHOUT LIMITATION AS TO WHEN OR TO THE NUMBER OF TIMES USED), THE HACKER'S NAME, ADDRESS, IMAGE, VOICE, LIKENESS, STATEMENTS, BIOGRAPHICAL MATERIAL AND HACK MATERIALS (IN EACH CASE, AS SUBMITTED OR AS EDITED BY ORGANISER, IN ORGANISER'S SOLE DISCRETION), AS WELL AS ANY ADDITIONAL PHOTOGRAPHIC IMAGES, VIDEO IMAGES, PORTRAITS, INTERVIEWS OR OTHER MATERIALS RELATING TO THE HACKER AND ARISING OUT OF HIS/HER PARTICIPATION IN THIS COMPETITION (WITH OR WITHOUT USING THE HACKER'S NAME) (COLLECTIVELY, THE "ADDITIONAL MATERIALS") IN ANY MEDIA THROUGHOUT THE WORLD FOR ADVERTISING AND PUBLICITY PURPOSES WITHOUT ADDITIONAL REVIEW, COMPENSATION, OR APPROVAL. FOR THE AVOIDANCE OF DOUBT NOTHING IN THIS CLAUSE SHALL TRANSFER OR LICENCE THE ORGANISER ANY RIGHTS OF OWNERSHIP IN THE HACK MATERIALS OR THE HACKS (OTHER THAN IN RELATION TO ANY UNDERLYING INTELLECTUAL PROPERTY OF YAHOO!);**
  - f) **waives any rights of publicity, rights of privacy, intellectual property rights, and any other legal or moral rights that might preclude the Organisers' use of the Hack Materials or the Additional Materials or require the Hacker's permission for Yahoo! to use them for promotional purposes, and hereby waives any claim against the Organisers relating to the Organisers' promotional use of those Materials; and**
  - g) **agrees to indemnify and hold the Organisers and their respective affiliate companies, directors, employees, agents and partners ("Organiser Associates") harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Organiser Associates due to or arising out of the use of Hack Materials or Additional Materials, or the Hacker's conduct during and in connection with this Event.**
- 6) **Awards and Prizes:** The Event judges will determine upto a maximum of ten (10) winners for various Hack categories. Some Hack categories may not have prizes. The following applies to all Prizes:
  - a) Prizes may not be transferred or assigned except by Organisers. Organisers will not replace any lost or stolen prize items.
  - b) Prizes cannot be used in conjunction with any other promotion or offer and may not be separated and any portion of a prize not used by a winner is forfeited.
  - c) Only listed prizes will be awarded and no substitutions, cash equivalents or redemptions will be made, except that Organisers reserve the right to substitute any prize or component of a prize package with another prize of equal or greater value for any reason.
  - d) Reporting and payment of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of a prize are the sole responsibility of the winner of that prize. Organisers expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the prizes awarded.
  - e) Organisers make no representations or warranties, whether express or implied, or in fact or in law, concerning the appearance, safety or performance of any prize awarded.
- 7) **Terms relating to prize winners:**
  - a) **Winners will be announced at the conclusion of the Event. Where any documentation is required or required documents requested by the Organisers in connection with Prize fulfilment within seven days following attempted notification or prize may be forfeited. Return of any prize/prize notification as undeliverable, or inability of Organisers to contact a winner may result in disqualification and selection of an alternate winner using the methods and ranking system described above. Except where prohibited by law, a winner's acceptance of a prize constitutes permission for Organisers to use such winner's name, address (city and country only), statements, photograph, voice and/or likeness for any advertising and promotional purposes relating to the Event without further compensation, consideration, review or consent.**
  - b) **By accepting a prize, each winner agrees to release and hold harmless Organisers, and their respective parents, companies, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damage of any kind to persons, including but not limited to death, or property, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, participation in this Event, or while travelling to, preparing for or participating in any prize related or Event related activity.**
- 8) **No Warranties or Liability:**
  - a) **Organisers do not give any warranty, representation nor undertaking that the servers, network or technology available at Hack Day will meet Hackers requirements nor that the network, technology or service provided will be uninterrupted, timely, secure or error-free or that your information or materials in whatever form will not be lost.**
  - b) **Organisers assume no responsibility and exclude (to the extent permitted by law) any and all liability for:**
    - i) any costs in incurred by Hackers in relation to their attendance at or participation in the Event;
    - ii) any computer, online, telephone transmission or technical malfunctions that may occur during participation in the Event, or for theft, destruction or unauthorized access to, or alteration of, Hack Materials;
    - iii) any incorrect or inaccurate information, or failure in any of the equipment or programming associated with or utilised in the Event;
    - iv) any technical or human error which may occur in the processing of submissions of Hacks;
    - v) the security of any equipment at the Venue;
    - vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing;
    - vii) any loss or damage to participants' (or any other persons') personal property, including but not limited to computers, arising as a result of or resulting from participating in the event generally or specifically as a result of downloading materials at this Event.
  - c) **If, for any reason, the Event (whether in whole or in part) is cancelled or is prevented from proceeding as planned, including but not limited to as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Organisers which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Event, Organisers reserves the right at their sole discretion to cancel, terminate, modify or suspend the Event and select winners from among that portion of the Event that has not been compromised, if any.**
- 9) **General Conditions:**
  - a) **The Event Rules are subject to amendment at any time by the Organisers and the Event is subject to change and/or cancellation at anytime, without any notice.**
  - b) **Organisers reserve the right to disqualify a Hacker, a Team or a Hack at any time, at its discretion in the event of any (a) tampering or attempting to tamper with the submission process or the operation of the Event or the Yahoo! network; (ii) violation of these Event Rules; (iii) violation of the terms of service, conditions of use and/or general rules or guidelines of any Yahoo! property or service, or (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.**
  - c) **Organisers further reserve the right to disqualify any Hack which is, in its sole opinion, offensive, libellous, slanderous, inflammatory or otherwise inappropriate in any way for the Event. ANY ATTEMPT BY A HACKER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE EVENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, ORGANISERS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
  - d) **Privacy:** By entering the Hack Day, you agree to Yahoo!'s use of your personal information as described in the Hack Day Privacy Policy, located at <http://developer.yahoo.com/hackday/privacy.html>
  - e) **Official Rules:** For a copy of these Event Rules send a self-addressed, stamped envelope to: External Hack Day, Terms and Conditions, Yahoo! Software Development India Private Limited, 4<sup>th</sup> Floor, Esquire Centre #9, M.G.Road, Bangalore 560 001.
  - f) **Severability:** If any part, term or provision of these Event Rules is held illegal or unenforceable the validity or enforceability of the remainder of the Event Rules shall not be affected.
  - g) **No Partnership:** Nothing in the Event Rules and a Hacker's acceptance of them shall be deemed create a partnership, a joint venture or the relationship of principal and agent or employer and employee between the Organisers and the Hackers shall have no authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the Organisers in any way.
  - h) **No Waiver:** Failure or delay by the Organisers to exercise or enforce any provision of this Agreement shall not be deemed to be a waiver of any right it may have under such provision nor shall it operate so as to prejudice any right of the Organiser.
  - i) **Governing Law & Jurisdiction:** These Event Rules are governed by laws of India and you hereby agree to the exclusive jurisdiction of the courts at Bangalore.