

Free Edition Hackathon ("HACKATHON")

OFFICIAL RULES

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THE FOLLOWING RULES, TERMS, AND CONDITIONS ("**OFFICIAL RULES**") GOVERN YOUR ENTRY AND PARTICIPATION IN THE HACKATHON. YOUR PARTICIPATION IN THE HACKATHON AND SUBMISSION OF AN ENTRY IN THE HACKATHON CONSTITUTES YOUR ACCEPTANCE OF, AND AGREEMENT TO BE BOUND BY, THESE OFFICIAL RULES AS A CONTRACT BETWEEN YOU, THE HACKATHON SPONSOR, AND HAWK MARKETPLACE.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.* A PURCHASE OR PAYMENT OF ANY KIND, INCLUDING WITH ANY ENTITY INVOLVED IN THE ADMINISTRATION OF THIS HACKATHON, WILL NOT INCREASE YOUR CHANCES OF WINNING AND MAY EVEN RESULT IN DISQUALIFICATION. THIS HACKATHON IS VOID WHERE PROHIBITED.

DATABRICKS WILL PROVISION A TRIAL FREE EDITION ACCOUNT FOR YOU TO USE DURING THE HACKATHON. BY PARTICIPATING IN THE HACKATHON, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS ACCOUNT IS SUBJECT TO DATABRICKS' MASTER CLOUD SERVICES AGREEMENT AND PRIVACY NOTICE.

PLEASE READ RULES 6 AND 10 CAREFULLY IN RELATION TO USE OF ENTRIES AND WINNING ENTRIES AND KNOWLEDGE GAINED THROUGH THE HACKATHON PROCESS. PLEASE DO NOT ENTER THIS HACKATHON IF YOU DO NOT WISH FOR DATABRICKS TO USE YOUR SUBMISSION IN THIS MANNER.

1. Dates and Timing

Sponsor's clock will be the official timekeeping device for the Hackathon.

<u>Registration Period</u>: November 5, 2025, 5:00 am PST - November 14, 2025, 5:00 am PST ("**Registration Period**").

<u>Submission Period</u>: November 5, 2025, 5:00 am PST – November 14, 2025, 5:00 am PST ("**Submission Period**").

<u>Judging Period</u>: November 5, 2025, 8:00 am PST-November 28, 2025, 8:00 am PST ("**Judging Period**").

Winners Announced: On or around November 30, 2025 at 8:00 am PST.

Please visit http://www.worldtimeserver.com/ or other world time database to determine local time.



2. Sponsor

Sponsor: Databricks, Inc., 160 Spear Street, San Francisco, CA 94105

In these Official Rules, "we," "us," or "our" refer to Sponsor and/or the Promotion Entities (as defined in Rule 3 below), and the terms "you" refer to you, the entrant.

3. Eligibility

- The Hackathon IS open only to individuals meeting all of the following criteria (collectively "Entrants"):
 - Individuals who are: (i) at least 18 years of age or older <u>and</u> (ii) who have reached the age of majority in their respective jurisdiction of residence as of the time of entry; and
 - Individuals who are residents of one or more of the following "Eligible Territories":
 Australia, Canada (except Québec), France, Germany, Hong Kong, India, Israel,
 Japan, Malaysia, the Netherlands, New Zealand, the Philippines, Singapore, South
 Korea, Sweden, Switzerland, Taiwan, the United Kingdom, the United States, or
 Vietnam.

To participate, Entrants must have access to the internet and a personal computer.

- The Hackathon IS NOT open to:
 - Individuals who are residents of a country, state, province or territory where the laws of the United States or local law prohibits participating or receiving a prize in the Hackathon (including, but not limited to, Brazil, México, Québec, Russia, Belarus, Cuba, Iran, North Korea, Syria, the Crimea, Donetsk, Luhansk, Zaporizhzhia, and Kherson regions of Ukraine, or any other applicable jurisdiction where local law may restrict participation);
 - Individuals who are not residents of an Eligible Territory;
 - Organizations involved with the design, production, paid promotion, execution, or distribution of the Hackathon, including the Sponsor ("Promotion Entities");



- Employees, representatives and agents¹ of such Promotion Entities, and all members of their immediate family or household;²
- Any other individual who is involved with and/or who works for an organization involved with the design, production, promotion, execution, or distribution of the Hackathon, and all members of their immediate family or household;
- Any Judge (defined below), or company or individual that employs a Judge;
- Any parent company, subsidiary, or other affiliate³ of any organization described above;
- Any other individual or organization whose participation in the Hackathon would create, in the sole discretion of the Sponsor, a real or apparent conflict of interest;
- Any individual or entity that is, or is owned or controlled by an individual or entity
 that is, the target of any sanctions or export controls administered or enforced by
 the U.S. Departments of Commerce, State, or the Treasury, the United Nations
 Security Council, the European Union or any European Union member state, His
 Majesty's Treasury of the United Kingdom, or any other relevant sanctions or
 export controls authority; or
- Any individual who is employed by a government body, regulatory agency or any institution or company owned or controlled by any government.

Databricks, in its sole discretion, reserves the rights (1) not to consider any entry by parties to whom the Hackathon is not open and (2) to make the final determination whether an Entrant meets the eligibility criteria and may participate in the Hackathon. Any determination by Databricks that an Entrant is ineligible to participate in the Hackathon will result in the immediate disqualification of that Entrant. If at any time prior to the end of the Submission Period, an Entrant or prospective Entrant believes that any eligibility criterion may be ambiguous, they must submit a written request to trangle@databricks.com for clarification. Entrants may also submit questions related to this Hackathon through

¹ Agents include individuals or organizations that in creating a Submission to the Hackathon, are acting on behalf of, and at the direction of, a Promotion Entity through a contractual or similar relationship.

² The members of an individual's immediate family include the individual's spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings. The members of an individual's household include any other person that shares the same residence as the individual for at least three (3) months out of the year.

³ An affiliate is: (a) an organization that is under common control, sharing a common majority or controlling owner, or common management; or (b) an organization that has a substantial ownership in, or is substantially owned by the other organization.



Databricks Community, but any rules clarifications must be requested by emailing trang.le@databricks.com.

4. How To Enter

4.1 Entry Process

Only the first 1,000 eligible Entrants to register will be permitted to participate. After 1,000 eligible Entrants have registered, registration for this Hackathon will close (even if this happens prior to the end of the Registration Period).

Entrants may enter by visiting

https://www.databricks.com/resources/free-edition-hackathon ("Hackathon Website") and following the below steps:

- (a) Register for the Hackathon on the Hackathon Website. To complete registration, please fill out all of the details requested in the sign-up form. This will enable you to receive important updates. Upon successful registration, Entrants will receive a confirmation email.
- (b) Before the start of the Hackathon, Entrants need to create a Databricks Free Edition account. <u>Databricks Community</u> will be the primary channel for communications for Entrants.
- (c) Entrants will obtain access to the required developer tools and complete a project described below in "Project Requirements." Use of the developer tools will be subject to the license agreement(s) related thereto. Entry in the Hackathon constitutes consent for the Sponsor to collect and maintain an Entrant's personal information for the purpose of operating and publicizing the Hackathon.
- (d) Complete and enter all required fields on the "Team & Submission" tab of the Hackathon Website (each a "**Submission**") during the Submission Period and follow the project requirements below.

4.2 Project Requirements

 How to access the required tools: Create a Databricks <u>Free Edition account</u>. Review the Databricks <u>Free Edition documentation</u> for additional guidance on account creation.



- What to Create: Use Databricks Free Edition with your own datasets or other sample datasets to create any of the following:
 - Al Applications & Agents
 - Data Science & Machine Learning Projects
 - Data Exploration & Analysis
 - o Interactive Dashboards
 - Data Pipelines
 - Hands-on Coding Help
- Platforms: Databricks Free Edition.
- New Projects Only: Projects must be created only during the Registration Period. You may not use work started prior to the Registration Period.
- <u>Third Party Integrations</u>: You may use third-party sample data for your demo. Consider, for example, using sample data such as the following:
 - o <u>Uber Rides</u>
 - o Netflix Movies
 - o <u>English Premier League stats</u>
 - o Car sales dataset
 - Or find your own on Kaggle
 - Limitations:
 - o Only serverless, small compute clusters—no custom clusters or GPUs
 - Limited to Python and SQL (no R or Scala)
 - Not for commercial/enterprise use
 - o Learn more about the limitations of Free Edition here

If the Submission includes software that runs on proprietary or third-party hardware that is not widely available to the public, including software running on devices or wearable technology other than smartphones, tablets, or desktop computers, Sponsor reserves the right, in its sole discretion, to require the Entrant to provide physical access to the project hardware upon request. Failure to provide this access on request may result in the Submission being disqualified from winning.

4.3 Submission Requirements

Submissions to the Hackathon must meet the following requirements as applicable:

(a) Include a project built with the required developer tools that meets the above Project



Requirements.

- (b) Access must be provided to an Entrant's working project for judging and testing by providing a link to a website, functioning demo, or a test build. If the Entrant's project is private, Entrant must include login credentials in its testing instructions. If the project requires access to third-party data, Entrant must ensure that the Judges and Sponsor will have access to its testing instructions.
- (c) Include a text description that explains the features and functionality of your project.
- (d) Include a URL to your 5-minute demo on LinkedIn and <u>the Databricks Subreddit</u> of how you accomplished your use case. The project must show that it was built during the Hackathon Submission Period and be publicly visible.
- (e) Include a demonstration video of your project. The video portion of the Submission:
 - should be no longer than five (5) minutes;
 - should include footage that shows the project functioning on the device for which it was built;
 - must be uploaded to and made publicly visible on LinkedIn and Reddit and a link to the video must be provided on the submission form on the Hackathon Website; and
 - o must not include third-party intellectual property (such as third-party trademarks, copyrighted material) unless the Entrant has permission from that party or is otherwise legally entitled to do so. Entrant is legally responsible for the content included in the video portion of the Submission (see "Intellectual Property Rights" for more information).
- (f) Be the original work of the Entrant, be solely owned by the Entrant, and must not plagiarize any third-party works and/or violate the intellectual property rights of any other person or entity.
- (g) Multiple Submissions: Each Entrant may submit only one Submission.
- (h) <u>Non-Compliance with Criteria as Grounds for Disqualification</u>. Failure to comply with any of the criteria contained within these Official Rules or otherwise communicated to Entrants will be considered by the Sponsor as possible grounds for disqualification, which may occur at any time in Sponsor's sole discretion.



4.4 Language Requirements

All Submission materials must be in English or, if not in English, the Entrant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted. Materials not in English may not be considered at all by Sponsor in its discretion.

4.5 Intellectual Property in the Submission

Your Submission must: (a) be your original work product; (b) be solely owned by you with no other person or entity having any right or interest in it; and (c) not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity. An Entrant may contract with a third party for technical assistance to create the Submission, provided the Submission components are solely your work product and the result of your ideas and creativity, and you own all rights to them. An Entrant may submit a Submission that includes the use of open source software or hardware, provided the Entrant complies with applicable open source licenses, for which the Entrant is solely responsible, and, as part of the Submission, creates software that enhances and builds upon the features and functionality included in the underlying open source product. By entering the Hackathon, you represent, warrant, and agree that your Submission meets these requirements and that your participation is in compliance with any employer policies that may apply to your participation in this Hackathon.

4.6 Prohibited Content

Submissions must be suitable for publication and viewing by general audiences and must not include any content that is harmful, illegal or indecent, with such determinations (e.g., as to indecency) being in the Sponsor's sole discretion to judge.

4.7 Financial or Preferential Support

Projects that have been entered into other competitions and/or are already being commercialized or funded by a third party are prohibited. In addition, a project must not have been developed, or derived from a project developed, with financial or preferential support from the Sponsor. Such projects include, but are not limited to, those that received funding



or investment for their development, were developed under contract, or received a commercial license, from the Sponsor any time prior to the end of Hackathon Submission Period. The Sponsor, in its sole discretion, may disqualify a project, if awarding a prize to the project would create a real or apparent conflict of interest.

5. Submission Modifications

- (a) <u>Draft Submissions</u>: Prior to the end of the Submission Period, you may save draft versions of your Submission on the Hackathon Website to your portfolio for continued edits and updates to your Submission. Once you have submitted the Submission materials to the Hackathon for evaluation or once the Submission Period has ended, you may not make any changes or alterations to your Submission, but you may continue to update the project in your portfolio (for the sole purpose set out in (b) below).
- (b) <u>Modifications After the Submission Period</u>: The Sponsor may permit you to modify part of your Submission after the Submission Period for the sole purpose of removing or replacing material that potentially infringes a third party mark or right, discloses personally identifiable information, or is otherwise inappropriate. The modified Submission must remain substantively the same as the original Submission with the only modification being what the Sponsor permits.

6. Judges & Criteria

Eligible Submissions will be evaluated by a panel of judges selected by the Sponsor (the "Judges"). Judges may be composed of the employees of the Sponsor or third parties (at least one judge will be an independent judge) and may or may not be listed individually on the Hackathon Website.

Judging will proceed as follows:

<u>Stage One</u>. The first stage will determine via pass/fail whether the Submission has provided all the necessary Submission Requirements, in that the LinkedIn and Reddit URLs submitted are working and publicly accessible, and the demonstration video does not exceed 5 minutes, and the submitted demo/test build is accessible publicly to the Judges by the Entrant.



<u>Stage Two</u>. All valid and eligible Submissions that pass Stage One will be evaluated in Stage Two based on the following equally weighted criteria (the "**Judging Criteria**"), and according to the sole and absolute discretion of the judges:

- a) Technical Complexity & Execution
 - Depth and sophistication of technical implementation
 - Use of advanced technologies and skills
- b) Creativity & Innovation
 - Originality of the idea or approach
 - Uniqueness and inventiveness in using Free Edition
- c) Presentation & Communication
 - Clarity of project explanation and demonstration
 - Quality of and effective storytelling
- d) Impact & Learning Value
 - Usefulness, reusability, or inspiration for the broader community

The scores from the Judges will determine the winners of the applicable prizes:

- The Entrant that is eligible for a prize, and whose Submission earns the highest overall score based on the applicable Judging Criteria, will become winner of the first prize;
- The Entrant that is eligible for a prize, and whose Submission earns the second highest overall score based on the applicable Judging Criteria, will become winner of the second prize; and
- The Entrant that is eligible for a prize, and whose Submission earns the third highest overall score based on the applicable Judging Criteria, will become winner of the third prize.

<u>Tie Breaking</u>. For each of the first, second, and third prizes, if two or more Submissions are tied, the tied Submission with the highest score in the first applicable criterion listed above will be considered the higher scoring submission. In the event any ties remain, this process will be repeated, as needed, by comparing the tied Submissions' scores on the next applicable criterion. If two or more Submissions are tied on all applicable criteria, the panel of Judges will vote on the tied Submissions and award the prize based on the outcome of that vote.

7. Intellectual Property Rights

All Submissions remain the intellectual property of the Entrants that developed them.



By submitting a Submission, Entrants agree that the Sponsor will have an irrevocable, royalty-free, worldwide right and license to: (a) use, review, assess, test, modify, redistribute, and otherwise analyze the Submission and all its content in connection with the Hackathon; and (b) feature the Submission and all its content for promotional purposes (including, but not limited to, in advertisements, press releases, presentations, and trade shows) in all media, now known or later developed. Entrants also agree to sign any necessary documentation that may be required for Sponsor and its designees to make use of the rights you granted. You acknowledge that we, other Entrants or others may have independently developed or commissioned materials similar or identical to your Submission, or may develop something similar in the future, and you waive any claims you may have resulting from any similarities to your Submission.

Entrants understand that Sponsor cannot control the information you disclose to us or our representatives in the course of participating in the Hackathon, or what we or our representatives will remember about your Submission. Entrants also understand that Sponsor will not restrict work assignments of representatives who have had access to your Submission. By participating in the Hackathon, Entrants agree that we may use any information you disclose to us or our representatives in the development or deployment of our products or services without liability or compensation to Entrants. Entrants understand that they will not receive any compensation or credit from us for use of the Submission in connection with this Hackathon. We are not responsible for any unauthorized use of the Submission by those accessing or viewing the Submission.

Please note that after the Hackathon, Entrants and/or the Submission, regardless of whether it is a winning Submission, may be publicized in advertisements related to this and future Hackathons that we may operate, These advertisements may be distributed online and posted on our site or third-party websites.

While Sponsor reserves the rights set forth above, we are not obligated to use the Submission for any purpose, even if it has been selected as a winning Submission.

If Entrants do not want to grant us these rights, please do not enter this Hackathon.

Nothing in these Official Rules shall be interpreted as granting Entrants permission to use or display any Sponsor trademarks (including any logo or brand) or rights in any of our technologies or intellectual property. Entrants agree to contact us prior to promoting or publicizing your participation in and, if applicable, you winning the Hackathon.

8. Prize Details and Conditions



(a) <u>General Terms</u>: Any prize details not specified herein will be determined by Sponsor in its sole discretion. Prizes are not transferable, assignable or refundable and cannot be substituted for cash. Prizes must be accepted as awarded. Sponsor reserves the right to substitute prizes of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these Official Rules.

Sponsor is not responsible for lost or stolen prize elements. As explained further below, prizes may be reported as income to a winner and the winner(s) will be responsible for all taxes associated with the receipt of any prize.

Prize Level	Prize Description
First Prize	• \$1,000 USD virtual Visa gift card
Second Prize	\$500 USD virtual Visa gift card
Third Prize	• \$250 USD virtual Visa gift card

- (b) <u>Substitutions & Changes</u>: Prizes are non-transferable by the winner. Sponsor in its sole discretion has the right to make a prize substitution of equivalent or greater value. Sponsor in its sole discretion will not award a prize if there are no eligible Submissions entered in the Hackathon, if no Submission meets the Hackathon's objectives or requirements, if there are no eligible Entrants or Submissions for a specific prize, or if no Submission meets the minimum score established by Sponsor for this Hackathon for a specific prize.
- (c) <u>Verification Requirement</u>: THE AWARD OF A PRIZE TO A WINNER IS SUBJECT TO:
 (1) VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE WINNER IN THE
 CREATION OF THE SUBMISSION; AND (2) COMPLETION AND SUBMISSION OF A PRIZE
 AFFIDAVIT AS REQUESTED BY SPONSOR. Sponsor reserves the right to disqualify a
 winner/winning Submission (at any prize level) in the event that the winner fails to
 respond to a winner notification email or complete and submit their post-competition
 prize affidavits within the timeframes notified to the winner by Sponsor and such prize
 affidavits are not verified by Sponsor, even if winners have been announced verbally or
 on the Hackathon Website. The final decision to designate the winners shall be made by
 the Sponsor. In the event that a winner is disqualified for failing to meet the prize



affidavit requirements and/or for any other reason, including without limitation a breach of these Official Rules, Sponsor shall select the next valid and eligible Submission with the next highest score to receive the prize (as per the judging requirements set out above).

- (d) Prize Delivery: Prizes will be payable to the winning Entrants A monetary prize will be mailed to the Entrant's address, or sent electronically to the Entrant's bank account, only after receipt of the completed winner affidavits and other required forms (collectively the "Required Forms"), from each Entrant as applicable. Failure to provide correct information on the Required Forms, or other correct information required for the delivery of a prize, may result in delayed prize delivery, disqualification of the Entrant, or forfeiture of a prize. Once the prize has been transferred or sent to the winning Entrant in accordance with such payment details as provided by the winner affidavit and other required forms, the Representative shall be deemed to have accepted and received the prize and the Sponsor shall be deemed to have discharged their obligations to deliver the prize to the winners.
- (e) Fees and Taxes: Winners are responsible for any fees associated with receiving or using a prize, including but not limited to, wiring fees or currency exchange fees. Winners are responsible for reporting and paying all applicable taxes in their jurisdiction of residence (federal, state/provincial/territorial, and local). Winners may be required to provide certain information to facilitate receipt of the award, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. United States residents may be required to provide a completed form W-9 and residents of other countries may be required to provide a completed W-8BEN form. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the prize to relevant government departments/agencies if necessary. The Sponsor and/or prize provider reserve(s) the right to withhold a portion of the prize amount to comply with the tax laws of the United States or other sponsor jurisdiction, or those of a winner's jurisdiction.
- (f) <u>Prize Conditions and Restrictions</u>: All other expenses, including without limitation travel expenses (flight, accommodation, transportation), meals and beverages, personal expenses, and all other expenses not expressly specified herein incurred are the responsibility of the winners (including but not limited to travel and other expenses associated with attending any event to which a ticket is included as part of an awarded prize). The winner is solely responsible for arranging travel to and from any event and ensuring that travel documents (i.e., a passport, visa, etc.), travel insurance, and all



other forms of insurance are in good order and are valid prior to and for the duration of the trip. All prizes may only be redeemed by the winner and the winner may be required to present personal identification documents at check-in at Databricks events to prove their identity. No responsibility is assumed by the Sponsor for any canceled, delayed, suspended or rescheduled events once any tickets have been issued in relation to the prize for any reason.

9. Entry Conditions and Release

- 9.1 By entering the Hackathon, you agree to the following:
 - (a) The relationship between you, the Entrant, and the Sponsor is not a confidential, fiduciary, or other special relationship and that participation in this Hackathon is independent of any partnership agreement you or your employer may have with Databricks, as applicable.
 - (b) You will be bound by and comply with these Official Rules and the decisions of the Sponsor and/or the Hackathon Judges, which are binding and final in all matters relating to the Hackathon.
 - (c) You release, indemnify, defend and hold harmless the Sponsor, the Promotion Entities, and their respective parent, subsidiary/ies, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Hackathon, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury (subject to Rule 12 below) arising out of or relating to an Entrant's entry, creation of Submission or entry of a Submission, participation in the Hackathon, acceptance or use or misuse of the prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.
- 9.2 Without limiting the foregoing, the Released Parties shall have no liability in connection with:



- (a) Any incorrect or inaccurate information, whether caused by the Sponsor's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon;
- (b) Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Hackathon Website;
- (c) Unauthorized human intervention in any part of the entry process or the Hackathon;
- (d) Technical or human error which may occur in the administration of the Hackathon or the processing of Submissions; or
- (e) Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Entrant's participation in the Hackathon or receipt or use or misuse of any prize (subject to Rule 12 below).

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Entrants. Proof of sending or submitting the aforementioned will not be deemed to be proof of receipt by the Sponsor. If for any reason any Entrant's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is to request the opportunity to resubmit its Submission. Such a request must be made promptly after the Entrant knows or should have known there was a problem and will be determined at the sole discretion of the Sponsor.

10. Publicity

By participating in the Hackathon and being declared a winner, you hereby consent to being identified as a winner of the Hackathon and grant the Sponsor and third parties acting on its behalf an irrevocable, nonexclusive, perpetual, worldwide, royalty–free right and license to use, edit, copy, exhibit, publish, translate or distribute all or any part of the Submission including your personal information, for the purposes of posting on Sponsor's websites, promotion on Sponsor's social media channels and advertising campaigns, creation of promotional and educational materials, as excerpts in blog posts, presentations, and other content, and Sponsor's marketing videos and materials.

Such personal information includes, but is not limited to, winners' names, likeness, photograph, voice, opinions, comments and hometown and country of residence. Such



rights may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law.

11. General Conditions

- (a) Sponsor reserves the right, in their sole discretion, to cancel, suspend and/or modify the Hackathon, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their reasonable control.
- (b) Sponsor reserves the right in their sole discretion to disqualify any individual, organization or Entrant if it is found to be actually or apparently tampering with the entry process or the operation of the Hackathon or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Hackathon, or a violation of any applicable law or regulation.
- (c) Any attempt by any person to undermine the proper conduct of the Hackathon may be a violation of criminal and civil law. Should the Sponsor suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring an Entrant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.
- (d) If there is any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Hackathon materials, including but not limited to the Hackathon Submission form, Hackathon Website, or advertising, the terms and conditions of the Official Rules shall prevail.
- (e) The terms and conditions of the Official Rules are subject to change at any time, including the rights or obligations of the Entrant, if required in the Sponsor's reasonable discretion. The Sponsor will post the terms and conditions of the amended Official Rules on the Hackathon Website You have the right to cancel your participation in the Hackathon should you not agree with the amended Official Rules. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting. Please ensure that you regularly check the Official Rules.
- (f) If at any time prior to the end of the Submission Period, an Entrant or prospective Entrant believes that any term in the Official Rules is or may be ambiguous, they must submit a written request for clarification.



- (g) The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to an Entrant, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.
- (h) Excluding Submissions, all intellectual property related to this Hackathon, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of Sponsor's intellectual property shall be solely to the extent provided for in these Official Rules.

12. Limitations of Liability

By entering this Hackathon, all Entrants agree to release the Released Parties from any and all liability in connection with the prizes or Entrant's participation in the Hackathon. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or personal injury resulting from the Released Parties' negligence, fraud or fraudulent misrepresentation or for any other matter where liability may not as a matter of law be limited shall not be applicable in jurisdictions where such limitation is not legal.

13. Disputes

13.1 As a condition of participating in this Hackathon, you agree that:

- (a) Any and all disputes and causes of action arising out of or connected with this Hackathon, or any prizes awarded, shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by final and binding arbitration administered by the American Arbitration Association (AAA);
- (b) The Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and



(c) Judgment upon such arbitration award may be entered in any court having proper jurisdiction.⁴

13.2 Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (*i.e.*, costs associated with entering this Hackathon), and Entrant further waives all rights to have damages multiplied or increased. In no event will Entrant be permitted to seek injunctive or any other equitable relief.

13.3 All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with this Hackathon, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA, without regard to California choice of law rules.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Entrants in some jurisdictions may also have a right of recourse under local consumer laws.

14. Additional Terms

Databricks will provision a trial account for you to use during the Hackathon. By participating in the Hackathon, you understand and agree that your use of this account is subject to Databricks' <u>Master Cloud Services Agreement</u>, the <u>Databricks Free Edition Terms</u>, and Databricks' <u>Privacy Notice</u>.

15. Entrant's Personal Information

Information collected from Entrants is subject to Databrick's Privacy Notice, which is available at https://www.databricks.com/legal/privacynotice. You authorize Sponsor to share certain personal information, such as your name and contact information, with its affiliates.

You understand and agree that Sponsor may contact you about its products, services, events or offers and that you can manage your email preferences at

⁴ Rule 13.1 only applies to you if your country of residence is the United States.



https://www.databricks.com/legal/email-preferences. Sponsor's processing of such personal information is subject to the Databricks Privacy Notice, which is available at https://www.databricks.com/legal/privacynotice.

For questions, please email <u>trang.le@databricks.com</u>.