

Plan to Win: Get Active with Data Virtual Hackathon (2023)

OFFICIAL VIRTUAL HACKATHON RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN Plan to Win: Get Active with Data Virtual Hackathon CONSTITUTES YOUR ACCEPTANCE OF THESE RULES.

- 1. Introduction.** The Plan to Win: Get Active with Data Virtual Hackathon (“**Virtual Hackathon**”) is a competition where entrants will identify patterns in Jan’s training data and compare different workout sessions to optimize his training plan for the 2023 Ironman World Championships triathlon.
- 2. Term.** Eligible entrants may participate in the Virtual Hackathon from May 17, 2023, to July 31, 2023 Virtual Hackathon (the “**Virtual Hackathon Period**”).
- 3. Team Participation Requirement.** The Virtual Hackathon is limited to a group composed of between one (1) and five (5) eligible individuals (each group a “**Team**”). Employees of SAP or its affiliates may participate in the Virtual Hackathon. Each member of the Team must individually meet the Eligibility Criteria described in Section 4, below. If one or more Team member(s) is found to be ineligible, or unable to participate in and/or fully enjoy any prize awarded, Sponsor has the right, but not the obligation, to disqualify the entire Team or the individual Team member, at its discretion. In the event the entire Team is disqualified, Sponsor may replace the disqualified Team with an alternative Team.
- 4. Eligibility Criteria.** Entrants must (i) be eighteen (18) years or older; (ii) be a registered user or owner of an SAP Product or have access to the Internet to download a trial of an SAP Product(s) (as defined in Section 5, below); be a member of a Team as described above in Section 3 (“**Participant(s)**”). **YOU ARE PROHIBITED FROM PARTICIPATING IN THIS VIRTUAL HACKATHON IF YOU ARE LOCATED IN A COUNTRY EMBARGOED BY THE UNITED STATES OR IF YOU ARE ON THE U.S. TREASURY DEPARTMENT’S LIST OF SPECIALLY DESIGNATED NATIONALS. Virtual Hackathon EMPLOYEES OF THE UNITED STATES GOVERNMENT, THE GOVERNMENT OF ANY U.S. STATE OR TERRITORY, OR ANY FOREIGN GOVERNMENT ARE EXCLUDED FROM PARTICIPATION.** SAP reserves the right to verify eligibility and to adjudicate on any dispute at any time. The Virtual Hackathon is subject to all federal, state, and local laws and is void where prohibited. Participants in the Virtual Hackathon agree to be bound by these Official Rules and the decisions of the Sponsor.

If a Participant or Team is entering as part of a business entity, corporation, or other legal entity (hereinafter collectively referred to as “**Business Entity**”), Participant warrants that the appropriate corporate officers, executives, managers or other persons who have the authority to approve Participant’s entry into this Virtual Hackathon have approved Participant’s entry and the Participant understands that these terms will be binding on both the Participant and his/her business entity. Furthermore, the Participant understands that if the Participant enters without obtaining the appropriate approval, Sponsor may, in its sole discretion, disqualify the entry.

An individual may not be a member of more than one Team in the Virtual Hackathon. Upon discovering that an individual has registered as a member of more than one Team, Sponsor has the right, but not the obligation, to disqualify one or more of the involved Teams, or to disqualify one or more of the involved Team members of one or more Teams.

- 5. How to Enter.** To enter, Participants must register online for the Virtual Hackathon by completing the registration form on the Plan to Win: Get Active with Data Hackathon landing page. **LIMIT ONE (1) ENTRY PER TEAM.** Subsequent entries will be disqualified.

Teams will be given an opportunity to submit their entries to a committee of judges, some of whom may be SAP employees.

All decisions by SAP are final and absolute and are not subject to inquiry or appeal. Any expenses Participants incur during the submission process are their sole responsibility.

- 6. Entry Requirements.** Entries must

- Be created by your Team during the Virtual Hackathon Period

By entering the Virtual Hackathon, Participants agree that the licenses in the attached Participation Agreement govern their use of SAP Products during the Virtual Hackathon.

Your video submission must not: (a) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) depict any risky or offensive behavior or contain images that are obscene, defamatory, profane, offensive, lewd, pornographic, false, misleading, or deceptive; (c) prominently feature any trademarks or logos you do not have consent to feature; or (d) contain any personal data or images for individuals unless you have obtained their consent. Sponsor reserves the right to reject any video for any reason.

- 7. Judging and Winner Notification.**

For the Virtual Hackathon, each Eligible Entry will be judged by a panel of judges (each a “**Judge**”). In August 2023, during a window of time selected by Sponsor (the “**Review Period**”), Judges will review the Eligible Entries and any demonstration or presentation of the Eligible Entries and select the potential winning teams. The Participant or Team with the best Eligible Entry, as determined by the Judges, will be named the winner of the Virtual Hackathon.

Judges will evaluate Eligible Entries on the following criteria:

- Content & Insights
- Design & UX
- Functional richness

- 8. Prizes.**

One Participant or Team will be selected as the Winner. Each member of the Winning Team will receive a gift card to Oakley’s of up to \$200.00.

Teams that complete the Virtual Hackathon missions and submit an entry will receive a Corporate Gift worth up to \$30.00. Each member of the team will receive a Corporate Gift.

IMPORTANT NOTICE FOR PRIZE: In the event that, for reasons beyond their control and not related to the Participants, the Sponsor is unable to award the Prize as described in these Official Virtual Hackathon Rules, they will substitute a Prize of similar nature and equal or greater value at their sole discretion. No substitution is permitted except if prize or portion of prize is unavailable, in which case a prize of equal or greater value will be awarded at Sponsor's sole discretion. Failure to comply within these Rules will result in disqualification and the Team with the next highest score may be deemed the winner.

- 9. Intellectual Property Rights.** Intellectual property rights in each Eligible Entry (including moral rights) shall be governed by the Participation Agreement.
- 10. Participant Representations and Warranties.** By entering the Virtual Hackathon, Participants represent and warrant that their Eligible Entries (or such components that they contribute to a team's Eligible Entry) are their own original work and, as such, they are the sole and exclusive owner or rights holder of the submitted entry and that they have the right to submit the Eligible Entry in the Virtual Hackathon and grant all required licenses and assignments. Each Participant agrees that any outside data, tools, materials, or information used, were used with permission, or in accordance with all applicable laws for the purpose of entering the Virtual Hackathon. Each Participant agrees not to submit any entry that infringes any third party proprietary rights, intellectual property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, confidentiality obligations.
- 11. Release and General Terms.** By participating in the Virtual Hackathon, Participants agree to release and hold harmless Sponsor, and its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Virtual Hackathon, and (ii) grant to Sponsor the right to use and publish their names and state or province and/or country in order to identify winners and/or participants of the Virtual Hackathon, without any notice or compensation, except where prohibited by law.

Sponsor assumes no responsibility or liability for the following: (i) technical malfunctions that may occur; (ii) any incorrect or inaccurate information, any of the equipment or programming associated with or utilized in the Virtual Hackathon, or any technical or human error which may occur in connection with the Virtual Hackathon; or (iii) any injury or damage to participants related to or resulting from participating in the Virtual Hackathon. If, for any reason, the Virtual Hackathon is not capable of running as planned, including because of, tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other cause beyond the control of Sponsor, which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Virtual Hackathon, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Virtual Hackathon. Sponsor reserves the right to change these Official Rules at any time, with or without notice.

- 12. Privacy.** By participating in the Virtual Hackathon, Participant consents to the collection, use and disclosure of Participant's personal information as described at <https://www.sap.com/about/legal/privacy.html>.

13. Governing Law. These Official Rules are governed and interpreted by the laws of the State of New York without regard to its conflict of law provisions.

14. Rules & Winners. We will publish the list of winners online following the results of the hackathon.

Sponsor. SAP America Inc., 3999 West Chester Pike, Newtown Square, PA 19073.