



## Rules of participation

### Participation Rules

The participation rules define the collaboration guidelines between the client, participants, and the event organizer. The client(s) are specified in the Hackathon invitation, and the events are organized by bioeconomy business accelerator BioBoosters, operating under the Jamk University of Applied Sciences. The designated individuals from the client organization(s) are responsible for decision-making related to the event.

The goal of the Hackathon events is to produce solutions to challenges presented by one or more clients. The duration and implementation of the events may vary, and the specifics of each event are described in the event invitation.

Hereinafter, the term “organizer” refers to BioBoosters, “client” refers to one or more challenge presenters, and “participant team” refers to a group participating in the challenge, consisting of individual participants.

### Intellectual Property Rights

Existing intellectual property rights will not be transferred during the BioBoosters Hackathon. The participants will retain their rights to all material that they make available to a client. The participants understand and accept that clients may use the material made available to them in their own internal activities and in the development of their activities.

Likewise, clients will retain the intellectual property rights to the material that they make available during the BioBoosters Hackathon. Participants may only use this material when taking part in the BioBoosters Hackathon.

The intellectual property rights to the solutions created during the BioBoosters Hackathon belong to the team/teams producing the solution. As outlined, the clients have the right to use the materials presented at the Hackathon Day for their internal development activities and planning; however, a separate agreement on the use of the solution must be concluded with the party creating the solution.

### **Publicity of Participation**

If a team is selected for a BioBoosters Hackathon process, the information on participation is public. Both the team and the client may use the information on participation in their communications.

When registering their application to the BioBoosters Hackathon process, the team shares a short description (1-2 sentences) of their idea and information of a contact person. If a team is selected to participate in the Hackathon process, the short description of their idea is public, and the team, organizer, and challenge provider can use this short description in their communications.

When the teams are selected as participants and join the BioBoosters Hackathon Kick-off, the organizer will publish the names of the teams, short descriptions of the ideas and the name, title, and email of the team's contact person at a BioBoosters Hackathon communication platform. Organizer will adjust this information based on the team's request.

Recordings of the events (images, video, etc.) can be produced and in addition to event organisers, clients, and participants, third parties (such as the media) can also use the recordings in their communications. However, the recordings of presented solution ideas will not contain material that could infringe the intellectual property rights of the participants. Furthermore, the recordings will not contain detailed information on the client's challenge that is not already published in the Hackathon invitation or press releases approved by the client.

## **Confidentiality**

All persons involved in the BioBoosters Hackathon process undertake to observe confidentiality in all matters concerning confidential information. Confidential information obtained during the BioBoosters Hackathon process may not be disclosed to third parties. Confidential information includes business and trade secrets, and information prescribed as confidential by law. The client and participants may also separately specify the material that must be kept confidential, and a Non-Disclosure Agreement can be demanded from the participants per client's request. This information will be outlined in the Hackathon invitation.

In case of application of a Non-Disclosure Agreement (NDA) in the BioBoosters Hackathon, the parties involved in the process will ensure to announce all persons involved in their team and will only disclose confidential information to persons within the team who have signed the NDA.

The period of confidentiality starts from the publication of the Hackathon invitation and will continue for three years after the end of the BioBoosters Hackathon Day(s).

Participants are responsible for ensuring that they have the right to use the material that they have presented in BioBoosters Hackathon, as well as for the information security of the material.

## **Organizers**

The Hackathon events are organized by bioeconomy business accelerator BioBoosters. BioBoosters is responsible for the implementation, communication, handling of participant information, and arrangements of the events. BioBoosters commits to confidentiality alongside the participants and clients. However, agreements on further actions are made only between the client and participants unless otherwise agreed.

## **Prizes, Evaluation, and Further Development**

The client is responsible for specifying the prizes and for practical aspects of the matter. Any prizes and opportunities for cooperation arising from the challenge are described separately in the Hackathon invitation.

The solutions produced by the teams participating in the BioBoosters Hackathon will be evaluated by a panel whose members are selected by the client. The evaluation criteria will be described in connection with each challenge presented in the Hackathon invitation, and they will be specified by the client. The client has the right to make the final selection of participant teams.

The client has the right to interrupt the BioBoosters Hackathon process if a sufficient

number of suitable solution teams cannot be found or if the solutions do not meet the challenge defined by the client.

After the Hackathon Day(s), the client will separately agree with the teams on any further development of the solutions and the related intellectual property rights.

### **Cancellations**

A team may cancel/terminate its participation in the BioBoosters Hackathon during the process. A team cannot take part in the award process if it terminates its participation or is unable to produce a presentable solution for the final event. A team member may be replaced during the process if there are justified reasons for doing so. In such cases, consideration must be given to the rights of the participants when decisions are made.

For justified reasons, the client may cancel the right of a team or a participant to take part in the BioBoosters Hackathon process. Such reasons include improper conduct or a breach of contract. In such cases, the organiser and the client are not responsible for any damage caused to the team or the participant in question.

### **Limitations of Liability**

None of the parties is liable for any indirect loss incurred by another party, except in case of intentional or manifestly negligent violation of intellectual property rights or breach of confidentiality. The parties will be liable for the direct damage caused by the breach of the obligation of these rules. Liability is limited to the maximum of 50.000 €.

Any disputes that cannot be resolved through negotiation will be settled by arbitration with a single (1) arbitrator in accordance with the rules of the Central Chamber of Commerce's Arbitration Board.