



# Hackathon: Rules of Participation

The rules governing cooperation between a client, the participants and the organizer of the Hackathon events are set out in the Hackathon: Rules of Participation. The clients are specified in the invitation to the Hackathon, and the events are organised by Myrsky project. The persons designated by the clients are responsible for decision-making concerning the Hackathon.

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

Below, the term **organizer** refers to Myrsky project, **client** to one or more parties presenting a challenge, and the **team** to a group taking part in the challenge. A team consists of individual **participants**.

## Intellectual property rights

Existing intellectual property rights will not be transferred during the 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 challenge. Participants may only use this material when taking part in the challenge.

The intellectual property rights to the solutions created during the challenge will primarily belong to the team/teams producing the solution. In client challenges, clients have the right to use the solution; however, a separate agreement on this must be concluded with the party creating the solution. As all challenges are on an open basis, the teams must take into account that all solutions created and discussed during the challenge are public. Safeguarding the intellectual property rights to the solutions is the responsibility of the parties producing the solutions.

The parties involved must separately agree on the promotion of a solution presented in a challenge or developed during it.

## Publicity of participation

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

When registering their application to the 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 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 Hackathon communication platform. Organizer will adjust this information based on the team's request.

## Confidentiality

All parties undertake to observe confidentiality in all matters concerning confidential information. Confidential information obtained during the challenge may not be disclosed to third parties, and confidential information received from third parties may not be disclosed in connection with the challenge. 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.

The party receiving the information undertakes that it will only disclose the information to parties representing it that are essential for implementing the challenge and that it will take responsibility for the confidentiality agreements of these parties. The period of confidentiality starts from the beginning of the challenge and will continue for three years after the end of the challenge.

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

## Organisers

The Hackathon events will be organized by **Myrsky [Storm] project: Businesses' Resilience, Green Transition, and Digitalization in Western Finland**. The organisers are responsible for implementing the events, for event-related communications, for processing participant data and for practical arrangements. In the same way as the participants and clients, Myrsky project also undertakes to

observe confidentiality. However, the agreements on follow-up will only be concluded between the clients and participants.

The Myrsky project is part of a national project complex, where 22 universities of applied sciences, including Jamk, combine their expertise to offer companies tools to succeed in changes. Read more about Myrsky [Storm] project:

[STORM – Businesses' Resilience, Green Transition, and Digitalization in Western Finland | Jamk](#)

The funding source of the project is European Social Fund (ESF) 2014-2020. The project is financed from the appropriations of the REACT-EU instrument, as part of the actions taken by the European Union due to the covid-19 pandemic. Suomen Yrittäjät [Entrepreneurs in Finland] is the partner of the project.

**BioPaavo by JAMK is a Bioeconomy Business Accelerator** that aims to create new business and globally significant solutions to combat climate change in the international bioeconomy environment. BioPaavo's key tasks are to develop bioeconomy business and create sustainable business based on new innovations, utilizing new technologies and digitalization, developing abilities and know-how, and building business networks and ecosystems.

## Prizes, evaluation, and further development

The client is responsible for specifying the prizes and for practical aspects of the matter. Any challenge-related prizes and opportunities for cooperation arising from the challenges are described separately in connection with the challenges.

The solutions produced by the teams participating in the challenge will be evaluated by a panel whose members are selected by the client. The evaluation criteria will be described in connection with each challenge, and they will be specified by the client.

After the Hackathon, 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 challenge during the challenge. 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 challenge 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 challenge. 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.

## Limitation 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.

Any disagreements that cannot be settled by negotiation will be settled by one (1) arbitrator in

accordance with the rules of the Arbitration Institute of the Finland Chamber of Commerce.



Leverage from  
the EU  
2014–2020



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