

GSMA Mobile Money API Hackathon Participation Agreement

GENERAL

- This is the Participation Agreement for the GSMA Mobile Money API Hackathon to be held on **14th and 15th July 2018 in Kigali, Rwanda** (“Hackathon”).
- Hackathon offers participants the opportunity to use the GSMA Mobile Money APIs and create use cases based on them. In addition to the grand prizes, prizes will be offered in categories. The objective is to test the APIs and develop new use cases based on them.
- The GSMA Mobile Money API Hackathon Participation Agreement is a binding legal agreement between you (the “Participant”) and GSMA for the Hackathon.
- By registering for or participating in any way in this Hackathon, you fully and unconditionally agree to comply with all of the terms and conditions below. If you do not agree with any of these terms and conditions, do not register for and participate in this event and do not submit an entry or provide a submission. This event is aimed at spreading scientific and technological works as well as developing information technology by giving awards to the winner/s as consideration of his/her/their works.
- The undersigned is referred to in this participation agreement as “participant” or “you.”

HACKATHON OBJECTIVE

- Mobile Money API Hackathon offers participants the opportunity to use the GSMA Mobile Money APIs and create use cases based on them. In addition to the grand prizes, prizes will be offered in categories. The objective is to test the APIs and develop new use cases based on them.
- The “Purpose” of the Hackathon is to:
 - Test the API definitions and API reference website
 - Develop use cases and integrations relevant to the mobile money ecosystem
 - Gain feedback and improve the harmonised Mobile Money API
 - Create a buzz around the harmonised APIs
 - Bring the mobile money MNOs, vendors and 3rd parties together

ELIGIBILITY

- Teams of up to 5 participants are allowed. All members of your team must meet the eligibility criteria contained in this participation agreement and agree to the participation agreement. Each team is solely responsible for its own cooperation and teamwork.
- Individual participants who sign up without a team will be allocated into a team by GSMA and the decision will be final.
- To be eligible to participate in the Challenge, you must be above the legal age of majority in your state or country of residence, with a minimum age of 18 years of age. To participate, you must register for the Challenge by following the registration and sign-up process. The Challenge is subject to all applicable laws and regulations and is void where prohibited, taxed, or restricted by law.
- Please note: You are responsible for ensuring that your participation in the Challenge complies with any policies your employer. If we have reason to believe at any time that you violate any of those policies, we reserve the right to reject your Submission to the Challenge, prohibit you from participating in the Challenge or revoke any prize that you may have received in the Challenge. We are not responsible for any disputes arising between you and your employer.
- We reserve the right to assess your eligibility and compliance with these Rules at any point during the Challenge. The GSMA's decisions are final and binding in all matters related to the Challenge.
- The Challenge is open to:
 - individuals who are at least 18 years of age or the age of majority in the jurisdiction where they are permanent legal residents, whichever is older, as of the time of Submission;
 - teams of eligible individuals; and
 - teams of eligible individuals entering on behalf of organizations.

INTELLECTUAL PROPERTY

- You hereby grant to everyone for the "Purpose", an irrevocable, free of charge and perpetual licence to your submissions, works, contributions, developments, amendments, reiterations, derivatives and improvements or other materials (in source and object code with the associated documentation) used in the Hackathon ("Submissions").

- You will make available for the "Purpose", a copy of your Submissions, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Submissions, and to permit persons to whom the Submissions are furnished at no cost or expense.
- The above licences are subject to the following conditions:
 - (i) THE GSMA DOES NOT HAVE ANY LIABILITY FOR YOUR SUBMISSIONS, NOR IS THE GSMA LIABLE FOR ANY SUBMISSIONS OF ANYONE ELSE ASSOCIATED WITH THE HACKATHON;
 - (ii) YOUR SUBMISSIONS, OR ANY ANYBODY ELSE'S SUBMISSIONS ASSOCIATED WITH THE HACKATHON ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT; and
 - (iii) IN NO EVENT SHALL THE GSMA OR ANY PARTY MAKING A SUBMISSION AT THE HACKATHON BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SUBMISSIONS OR THE USE OR OTHER DEALINGS IN THE SUBMISSIONS.
 - (iv) EACH PARTICIPANT ACKNOWLEDGES AND AGREES TO COMPLY WITH ALL OF THE TERMS OF ANY SOFTWARE LICENSE GOVERNING ANY SOFTWARE USED BY PARTICIPANT IN CONNECTION WITH THE HACKATHON.
- The submitted applications should be the original work of the 2 day hackathon. External libraries and frameworks may be used, but the main application must be written at the event.

DEMONSTRATIONS

- Following the main testing event of the Hackathon, you will have two to three minutes to demonstrate your Submission to a panel of judges, followed by question and answer session with the judges.
- Time limits for the above presentations may be shortened or lengthened depending on the number of Submissions. You may present your Submission in any way you see fit, but you are encouraged to explain and demonstrate how

your Submission meets the judging criteria below. There will be equipment to display your Submission on a screen if needed. The order of demonstrations will be decided on the day.

JUDGING

- A panel of judges will evaluate your Submission after its presentation using the following judging criteria, each of which is scored on a scale of between 1- 5 points:
 - (i) How innovative the solution is;
 - (ii) User experience and design;
 - (iii) The extent of API implementation
 - (iv) How well it works;
 - (v) The impact to the ecosystem
- The panel of judges is selected by GSMA and may change in the event of unforeseen circumstances
- All decisions related to judging of entries are final and binding and no appeals can be made on the day or subsequently

WINNER ANNOUNCEMENT AND VERIFICATION

- Potential winners will be announced shortly after the Judging Rounds. The judges may take any actions necessary to verify a team's compliance with this Participation Agreement before awarding a Prize.
- You understand and acknowledge that even though your team may be announced as a winner, if your team's compliance with this Participation Agreement cannot be verified to the satisfaction of the GSMA, the GSMA will select an alternate winner with the next highest score.

PRIZES

- The Submissions with the highest combined score from the Judging Rounds, will be awarded the prizes specified on the Challenge site.
- All Prize details will be awarded by the GSMA in its sole discretion.
- The GSMA reserves the right to substitute a similar prize (or prize element) of comparable or greater value.

- All taxes and other expenses, costs, or fees associated with the acceptance and/or use of any Prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner.
- If a Prize is unclaimed within a reasonable time after notification from the GSMA, as determined by the GSMA in its sole discretion, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible Submissions.
- The GSMA reserves the right to award no prizes if none of the entries are either good enough or eligible.

YOUR SUBMISSION

Your Submission must:

- Adhere to the terms of service of this Participation Agreement and the rules stated at the beginning of the Hackathon;
- Not breach the terms and conditions of any embedded software or services;
- Not contain any malicious code or backdoors;
- Not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content;
- Not contain, depict or refer to any content which disparages or refers negatively to the GSMA, the Hackathon, or any other person or entity;
- Not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).

DISQUALIFICATIONS

- Your team's Submission may be disqualified if the sole opinion of GSMA the Submission does not comply with any section of this Participation Agreement.

VIDEO TAPING, AUDIO TAPING AND STILL PHOTOGRAPHY

- By participating in this Hackathon, you absolutely and irrevocably agree (a) to be photographed, audiotaped and videotaped by the GSMA or its contractors without receiving compensation of any kind; and (b) that the images, sound and footage may be broadcast, displayed, reproduced, edited, exhibited, used, published, and distributed by the GSMA over the Internet and/or any other communication medium now existing or hereafter created, in whole or in part,

individually or in connection with other material, without restriction as to alteration, for promotional, revenue producing, advertising and/or any other purpose as the GSMA determines in its sole and absolute discretion.

- This authorization explicitly includes the use of your name, likeness, and/or voice. You release and discharge GSMA from any and all claims and demands that may arise out of or in connection with the use of the photographs, videos, or audio recordings including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of my heirs, legal representatives, licensees, and assigns.

DATA PROTECTION

- The undersigned acknowledges and agrees that GSMA Mobile for Development Foundation shall be entitled to rely and use the personal information provided on the registration form in order to comply with and implement the terms of this Participation Agreement.

LIABILITY

- The GSMA shall have no liability under contract, tort or any other head of law, to any other party in relation to this Hackathon for any, direct loss, loss of profits, loss of earnings, loss of anticipated savings, loss of data or loss of goodwill or any indirect loss or consequential loss. You are participating in the Hackathon at your own risk. To the maximum extent permitted by applicable law, GSMA's maximum aggregate liability in relation to this Hackathon for any breach, omission or otherwise shall be limited to £100.

ACKNOWLEDGEMENT

- By selecting the participation agreement check box online, you are confirming that you (a) are a legally competent adult and have the right to contract in your own name, (b) have read this document and fully understand its contents and (c) agree to the terms of this Participation Agreement.