

DC Hackathon 2016

PARTICIPANT AGREEMENT

The DC Hackathon 2016 is an opportunity for Durham College student Participants ('Participant') to work on creative projects in teams with the assistance of mentors from Durham College, FastStart DC, and Spark Centre, as well as local entrepreneurs. The DC Hackathon 2016 is funded, in part, by the On-Campus Entrepreneurship Activities (OCEA) program of the Government of Ontario through the Ontario Centres of Excellence (OCE).

1. Intellectual Property

Intellectual Property Rights: Durham College agrees that it shall have no rights in any intellectual property that Participant invents or develops while participating in the DC Hackathon 2016. Further, Durham College accepts no responsibility for resolving intellectual property disputes among Participants.

Trademarks: Participant hereby grants to Durham College for a period of twenty-four (24) months thereafter, and Durham College hereby accepts, a royalty-free, non-exclusive, non-transferable, non-sublicensable right to use the Participant's trademarks, trade names, logos and symbols used by Participant to distinguish its products and services, solely for purposes of advertising, marketing and promoting the DC Hackathon 2016, FastStart DC and Durham College, and organizations who fund them, and for purposes of communicating the "success stories" that arise from the DC Hackathon 2016.

Infringement and IP Indemnity: Participant shall not knowingly use any intellectual property or other third party proprietary right, the use of which by Participant might violate the proprietary rights of third parties. Participant shall, defend, indemnify and hold harmless Durham College and its officers, directors, partners, funding organizations, employees, agents and independent contractors against all claims, actions or proceedings, costs and expenses based on any allegation that Participant is infringing any patent, trademark, proprietary information, trade secret, industrial design, copyright or other third party proprietary right. Durham College and its officers, directors, partners, funding organizations, employees, agents and independent contractors reserves the right, at the Participants expense, to assume the exclusive defence and control of any claim or other matter otherwise subject to indemnification by the Participant, and in such case, the Participant agrees to cooperate with Durham College's defence of such claim.

2. Privacy Statement

The Participant expressly consents to FastStart DC and Durham College including personal information collected from the Participant in its records. FastStart is established under the On-Campus Entrepreneurship Activities (OCEA) program, managed by Ontario Centres of

Excellence (OCE). Your personal information is being collected for administration purposes which may include fundraising, marketing and also to meet reporting obligations to our FastStart partners, including OCE. FastStart DC is collecting your personal information for the purpose of follow-up email communications regarding FastStart programs, services and events. If you have any questions about the collection, use and disclosure of your personal information by the College please contact the Freedom of Information Coordinator, 2000 Simcoe Street North, Oshawa, ON L1H 7K4, 905.721.2000 ext. 3292.

3. Media Release

Without compensation of any kind, I hereby give Durham College the right and permission to do the following in any of its promotional materials including advertisements, publications, posters, websites, videos, etc.:

- Create photographic or electronic records containing my image and/or communications related to my participation in the Hackathon 2016;
- Copyright the photographic or electronic records containing my image and/or communications in its own name or in any other name which it may choose;
- Telecast the photographic or electronic records one or more times over any Internet site, station or stations, to publicize any portion thereof by any means, for any purpose whatsoever in whole or part, including - but not limited to - promotion, advertising or trade;
- Use my name in connection therewith if it so chooses; and
- Forward the photographic or electronic records containing my image and/or communications to media outlets for use in articles or audio visual programs promoting the college.

I acknowledge that Durham College is, and will be the sole owner of all rights in and to the photographic or electronic records thereof, for all purposes indicated above in perpetuity. I hereby assign any copyright or publicity rights, or any other rights that I may have regarding the photographic or electronic records to Durham College.

I also release Durham College, its governors, directors, officers and employees (“Releasees”), by reason of the use of these photographic or electronic records from any and all claims of any nature which I or my next of kin could, or might have against the Releasees by reason of any fact or matter whatsoever.

4. Communication

The Participant is aware that that the preferred mode of communication with Durham College is electronic. As such, participant provides explicit consent to receiving commercial electronic messages from Durham College.

5. Full Participation

The Participant is aware that the Hackathon 2016 runs all day on April 26, 2016, from 9 am to 6 pm and that the results of the Hackathon will be presented during Durham College's Research Day on the morning of April 28, in the same location as the Hackathon. As a member of a team, the Participant will make every effort to attend both days.

6. Personal Equipment / Belongings

The Participant understands the (s)he may bring devices or other objects to be used in the course of the Hackathon. Durham College will provide each team with power and wifi. Durham College accepts no responsibility for loss or damage to Participant's personal equipment or belongings.

7. Selection of Winning Team

The participant understands that judging will be conducted by an independent panel and the decision of the judges is final.

8. Event Cancellation

Durham College reserves the right to cancel this event at any stage, if deemed necessary in its opinion, and if circumstances arise outside of its control.

By clicking "I ACCEPT" here, I acknowledge that I have read, understand and agree with the contents contained within this agreement. Participants will be deemed to have accepted these terms and to agree to be bound by them when entering this competition.