

PARTICIPATION AGREEMENT

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

SPONSOR:

“Code4Inclusion” (“Hackathon”) is sponsored by MasterCard (“Sponsor”, “we”, “us”).

TEAMS:

Teams of up to 5 are allowed. All members of your team must meet the eligibility criteria contained in this Participation Agreement. If any member of your team is ineligible or otherwise fails to comply with this Participation Agreement, the team as a whole may be disqualified in The Sponsor’s sole discretion. Each team is solely responsible for its own cooperation and teamwork. The Sponsor will not officiate any dispute between members regarding their conduct, participation, cooperation, contribution, prize sharing or intellectual property ownership.

HACKATHON OBJECTIVE:

Teams must utilize at least one MasterCard API and create a truly masterful prototype that demonstrates artful coding and design skills in order to be eligible to win. The product must also articulate a clear business use case.

SUBMISSION:

All participants must begin coding at the same time. Winning teams may be subject to a code-review at some point following the event or immediately before winners are announced. Your team must complete its Prototype before the end of the “Hackathon Period,” which is the 24-hour period beginning at approximately 1:00pm on the Hackathon Start Date. Instructions will be provided on how to check in the code for your Prototype.

INTELLECTUAL PROPERTY:

Participants own the rights to their projects they create at the Hackathon. Your team may create a Prototype using data and/or API’s provided by MasterCard and its sponsors. This could mean that you or a teammate created the Technology, acquired ownership of the Technology from a third party, or may rely on binding written statements by the third party that owns or has the right to license the Technology indicating that you (or members of the public generally) are authorized to use that Technology in the manner you intend to use it. Your team will be disqualified if The Sponsor has any reason to believe that your team has violated the terms of this paragraph. You should consult with appropriate advisors or legal counsel if you have any doubt as to whether you are meeting the requirements of this paragraph.

"Technology" means, without limitation, content (including pictorial, audio and audio-visual content), code, specifications, technical information, algorithms, images, design, art, music, graphics, SFX, data, and any other information or materials protected by any intellectual property right. Your team may bring to the Hackathon any pre-developed or licensed Technology that you plan to use in connection with your Prototype, provided that such Technology meets the requirements of this paragraph.

By participating in the Hackathon, you will receive access to certain proprietary software, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audio-visual content owned by The Sponsor or its affiliates, partners or licensors.

AGREEMENT. Please review carefully.

Your team’s Prototype and any other materials submitted in connection with the Hackathon will be referred to herein as your team’s “Submission.”

DEMONSTRATIONS:

Following the Hackathon Period, each team will have two to three minutes to demonstrate its Submission to a panel of judges selected by The Sponsor, followed by a question and answer session with the judges. Demonstration time limits may be shortened or lengthened in The Sponsor's sole discretion depending on the number of Entries. 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. The Sponsor will provide equipment to display your Submission on a screen. The order of demonstrations will be decided by Hackathon.io Presentation order and The Sponsor in its discretion.

JUDGING:

A panel of judges will evaluate each Submission immediately after its demonstration using a combination of judging criteria:

- **Creativity** – Are you building something that no one has seen before? (0-5 points)
- **Simplicity** – Can you explain the value proposition in 2 sentences or less? (0-5 points)
- **Impactfulness** – How impactful can this idea be? (0-5 points); and
- **Design** – Quality of design (0-5 points).

Each submission will be scored in each round based on the following criteria with a minimum score of 0 and maximum score of 20 points, with the final score being the average of the judges' scores. Additional points may be granted to teams who successfully integrate the announced Secret API(s) and/or Feature API(s) as announced during the Event.

A current list of judges can be found at the Hackathon Website. Judges are subject to change in The Sponsor's sole discretion. A judge may elect to recuse him or herself from evaluating a Submission, or The Sponsor may require a judge to recuse him or herself from evaluating a Submission, if, in the judge's or The Sponsor's discretion, it would not be appropriate for the judge to evaluate a participant's Submission because of a past or current relationship with the participant. Recusal decisions are final and not subject to appeal.

WINNER ANNOUNCEMENT AND VERIFICATION:

Potential winners will be announced shortly after the Judging Rounds. The Sponsor may take any actions necessary to verify a team's compliance with this Participation Agreement before awarding a Prize, including, without limitation, engaging a third party vendor to evaluate the Prototype software code and/or requiring a team to provide evidence of permission to use certain third party materials. 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 Sponsor, The Sponsor will select an alternate winner with the next highest score based on the same judging criteria.

GRAND PRIZE*:

- The first place team will receive a ten thousand dollar (\$10,000.00US) MasterCard gift card. In addition they may be afforded the opportunity to accelerate their winning prototype.

RUNNER UP PRIZES:

- The runner-up team will receive a five thousand dollar (\$5,000.00US) MasterCard gift card.
- The third place prize will be two thousand dollar (\$2000.00US) MasterCard gift card.

PRIZES:

In addition to the Hackathon Grand Prize listed above, teams may have the opportunity to compete for prizes awarded by the API Partners (the "API Challenges"). The judging procedure and prizes for the API Challenges, if any, can be found at the Hackathon Website and are subject to change. You acknowledge

that The Sponsor and their affiliated entities have no responsibility for the administration, judging or prize fulfillment of any API Challenges.

PRIZE CONDITIONS: All Prize details will be determined by The Sponsor in its sole discretion. The Sponsor 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. The Sponsor will furnish an Internal Revenue Service Form 1099 to winner for the approximate retail value of the Prize for the tax year in which the Prize was won (for Prizes worth more than six hundred dollars (\$600)). If a Prize is unclaimed within a reasonable time after notification from The Sponsor, as determined by The Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible Entries at The Sponsor's sole discretion.

YOUR SUBMISSION:

Your Submission must:

- a. Adhere to the terms of service per this agreement and the rules stated at the beginning of the hackathon
- b. Not breach the terms and conditions of any embedded software or services used by your Application,
- c. Not contain any malicious code or backdoors,
- d. Not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by the Sponsor in its sole discretion)
- e. Not contain, depict or refer to any content which disparages or refers negatively to the Sponsor, the Hackathon, or any other person or entity (all as determined by the Sponsor in its sole discretion); and
- f. Not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).
- g. All projects and apps must comply with MasterCard policies and all applicable laws. MasterCard reserves the right to, in its sole discretion, reject any apps or projects that do not comply with MasterCard policies or applicable laws. Questions about such compliance should be discussed with MasterCard

DISQUALIFICATIONS:

Your team's Submission may be disqualified if The Sponsor has reason to believe, in The Sponsor's sole discretion, that your Submission (a) contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive; (b) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Submission; (c) infringes any third party intellectual property rights; (d) violates any applicable law or (e) violates or does not comply with any section of this Participation Agreement.

You and/or your entire team may be disqualified for any of the following actions, with or without warning, in The Sponsor's sole discretion: (i) verbal abuse of another participant or Hackathon staff; (ii) inappropriate touching or harming of another participant or Hackathon staff; (iii) breach of the Hackathon Participant Agreement or any other agreement entered into in connection with the Hackathon; (iv) violation of or non-compliance with any section of this Participation Agreement or (v) violating the spirit of the Hackathon. If The Sponsor has reason to believe that you or your team has compromised the integrity or the legitimate operation of this Hackathon, or has attempted to compromise the integrity or the legitimate operation of this Hackathon, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way, your If during the Hackathon, any Hackathon staff has reason to believe that your health is in danger, you may be required to discontinue your participation in the Hackathon and asked to seek immediate medical assistance. Your teammates, if any, may continue participating in the Hackathon if they so choose.

All disqualification decisions are final and not subject to appeal.

VIDEO TAPING AND STILL PHOTOGRAPHY:

By participating in the Code4Inclusion Hackathon at the MasterCard LAC Innovation Forum, you agree to be photographed and videotaped by the Sponsor or its contractors without receiving compensation of any kind. You understand that the images and footage may be broadcast, displayed, reproduced, edited, exhibited, used and distributed by the Sponsor over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue producing and/or any other purpose as the Sponsor determines in its sole and absolute discretion. This authorization explicitly includes the use of your name, likeness, and/or voice.

ADDITIONAL TERMS:

The failure of The Sponsor to comply with any provision of this Participation Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of The Sponsor (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of this Participation Agreement. The Sponsor assumes no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from downloading materials or software in connection with the Hackathon. The Sponsor is not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Submission information; for errors in any promotional or marketing materials or in this Participation Agreement; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Sponsor reserves the right to cancel, modify, or suspend the Hackathon or any element thereof (including, without limitation, this Participation Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Participation Agreement). In the event of cancellation, modification, or suspension, The Sponsor reserves the right to select winners in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension. The Sponsor may prohibit any entrant or potential entrant from participating in the Hackathon, if such entrant or potential entrant shows a disregard for this Participation Agreement; acts with an intent to annoy, abuse, threaten, or harass any other entrant, The Sponsor, or The Sponsor’s agents or representatives; or behaves in any other disruptive manner (as determined by The Sponsor in its sole discretion.)

Signature: _____

Date: _____

Print Name: _____