

TM Forum Hackathon Terms & Conditions

These Hackathon Terms and Conditions (“Agreement”) contain the terms and conditions applicable to your and your company’s (“Company”) participation in the TM Forum Hackathon (“Hackathon”). By participating in the Hackathon, you agree to be bound by these terms.

GENERAL

1. By registering for the Hackathon, you acknowledge that your registration does not automatically guarantee a spot at the Hackathon. The TM Forum team will review all registrations and reach out to confirm participation. Only upon receiving a confirmation from the TM Forum team will a participant's spot at the Hackathon be secured.
2. Each Company may designate a team participating in the Hackathon (“Team”). Members of this team will be referred to as "Hackers". Each Team must register to participate.
3. Each Team participating in the Hackathon must consist of a minimum of three (3) and a maximum of five (5) participants. At least two (2) Team members must be physically present on site during the Hackathon.
4. The Hackathon operations team will share the Hackathon challenges, program and all other practical details directly with teams, along with a platform (“Platform”) and technical training: dates TBC.
5. Each Team can propose a project with the tech stack provided. The result of the project (“Hackathon Submission”) will be submitted to a panel of judges.
6. Hardware requirements and connectivity: Hackers are expected to bring their own hardware for the Hackathon. Hackers must provide any necessary converters to connect their devices to the available power and internet sources.
7. All proprietary and intellectual property rights in any data, services or other materials provided to Hackers during the Hackathon shall remain the property of their respective owners.
8. TM Forum will provide all Hackers with All Access passes to the Event, granting entry to the Event during event hours. For more information, please refer to the [All Access Pass Details](#). Hackers are responsible for their own travel and accommodation expenses. TM Forum will not cover any costs associated with attending the Hackathon.

JUDGING AND AWARDS

9. A panel of judges will evaluate all Hackathon Submissions.

10. Judging timeline and presentation details will be provided by the Hackathon operations team.
11. Each team will get 10 minutes to present with a 5 minute Q&A.
12. The panel will select a winner for each challenge based on the criteria provided.
13. The judges' decisions will be final and binding on all matters related to the Hackathon.

INTELLECTUAL PROPERTY

14. Company hereby grants TM Forum a non-exclusive, royalty-free, worldwide license to use, display, and reproduce the Company's trademarks and logos ("Company Marks") in connection with the Company's participation in the Hackathon. This license includes the use of Company Marks on TM Forum's website, in promotional materials, social media channels, and other marketing communications related to the Hackathon. TM Forum agrees to use the Company Marks in accordance with any brand guidelines provided by the Company and acknowledges that all goodwill generated through TM Forum's use of the Company Marks will inure to the benefit of the Company.
15. Company grants TM Forum a royalty-free, non-exclusive, perpetual license to display, reproduce, use and distribute descriptions and overviews of the Hackathon Submissions on TM Forum's website and social media channels ("TM Forum Channels") by any means (e.g., audio, video, photography, printed materials, digital media).
16. Any intellectual property rights ("IPR") vested in a Hackathon Submission will be owned by the Company that has submitted it. Any use of third-party information or third-party intellectual property by Hackers in the Hackathon may require permission or license to use from such third party. TM Forum is not responsible for third-party license agreements or any breach thereof. This remains the sole responsibility of the Company at all times.
17. Organization of the Hackathon does not limit in any way TM Forum's right to develop products, processes or services similar or related to a Hackathon Submission. Company's Hackathon Submission will not be used directly to create a TM Forum product or service unless Company wishes to contribute its IP according to the [TM Forum IPR Policy](#). However, as TM Forum currently provides and develops products and services related to the Hackathon's subject matter, future products and services may present similar characteristics to Company's Submission. Company acknowledges that this may be the case and will not challenge any IP rights or request financial compensation from TM Forum and its affiliates or rights of ownership in a TM Forum product or service that is similar or related to a Hackathon Submission.
18. For the avoidance of doubt, TM Forum may use general knowledge acquired during the Hackathon and other "residual information" for any purposes, including, without limitation, the development and maintenance of its products and services. Residual information is any information retained in the unaided memories of TM Forum or its

affiliates' employees, consultants, or contractors who receive access to the Hackathon information.

LIABILITY AND INDEMNIFICATION

19. To the extent permitted under applicable law, TM Forum, its directors, officers, employees, sponsors, agents and assigns (collectively "Indemnified Parties") total aggregate liability under this agreement and in connection with Hackathon shall only include direct damages suffered by Company or Hackers (each an "Indemnifying Party" and together the "Indemnifying Parties"), whether in contract, tort or otherwise and shall not exceed one hundred euros (100 EUR) per Indemnifying Party. Any consequential, special or indirect damages suffered by the Indemnifying Parties, or punitive or exemplary damages, are excluded.
20. The Indemnifying Parties shall indemnify, defend and hold the Indemnified Parties harmless against any third-party claims, losses, liabilities, damages, costs, and expenses arising out of (i) activities in connection with the Hackathon and (ii) any claims that the applications, tools, webpages, materials and demos developed by Hackers and Company (whether in object or source code form) in connection with Hackathon infringe any copyright, patent, trade secret or other proprietary right of a third party.

MARKETING AND PUBLICITY CONSENT

21. By participating in the Hackathon, each Participant expressly acknowledges and agrees that TM Forum shall have the right to use the Participant's name, company affiliation, and any related information in connection with the marketing and promotion of the Hackathon. This includes, but is not limited to, the use of such information on TM Forum's website, social media channels, press releases, and in other marketing materials without further consent from or compensation to the Participant. This consent is given in recognition of the benefit of participating in the Hackathon and is intended to enable TM Forum to promote the event effectively.

DATA PROTECTION

22. Company acknowledges and agrees that TM Forum reserves the right to, subject to applicable laws and regulations, process personal data relating to the Company's staff members, agents or contractors, such as contact details, company, position, and country, for purposes relating to the organization and management of the Hackathon, including registration, administration, security management performance analytics, and more generally, for the performance of its obligations under this Agreement and the enjoyment of its rights and remedies. TM Forum has a legitimate interest in processing personal data to conduct the Hackathon. In this regard, TM Forum will only process personal data in accordance with the present section and [TM Forum's Privacy Policy](#).
23. Company acknowledges and agrees that, where TM Forum sub-contracts these tasks to an external supplier, this may involve the transfer of such data to non-EU Member States, in which case TM Forum will make sure that appropriate safeguards are put in

place to ensure an adequate level of protection for the personal data transferred in compliance with applicable laws and regulations.

CONDUCT

24. Company will not, and shall procure that its Hackers do not, perform any activity that (i) is harmful to or materially interferes with any use of the Platform, (ii) results in the storage, processing, publication or transmission of threatening, infringing or offensive material or constitutes spam or e-mail abuse; or (iii) poses a security risk or results in violation of a third party's intellectual property rights.
25. Hackers will always conduct themselves professionally and will not disrupt or otherwise interfere with the participation of other developers in the Hackathon. TM Forum may terminate Company's and Hackers' participation in the Hackathon with immediate effect for breach of the terms and conditions set forth in this Agreement.

CANCELLATION AND MODIFICATION

26. TM Forum reserves the right, at its sole discretion, to cancel, postpone, or modify the Hackathon, including any terms, conditions, and the schedule thereof, for any reason, including but not limited to force majeure, safety concerns, compliance with applicable laws and regulations, or any other circumstances that significantly impede the Hackathon's execution as planned. If such cancellation, postponement, or modification occurs, TM Forum shall endeavor to notify all registered Hackers and Companies as soon as practicable. TM Forum will not be liable for any direct, indirect, incidental, or consequential damages, losses, or expenses arising in connection with such cancellation, postponement, or modification of the Hackathon.

COMPLIANCE

27. Company agrees that it will conduct its business at all times with integrity and in compliance with applicable laws and regulations, including without limitation those related to anti-bribery, anti-trust, tax and export regulations and sanctions programs. Specifically, the Company understands that it is its sole responsibility to ensure compliance with any export or sanctions requirements under EU and US law. Company further agrees to act always in accordance with the highest professional standards and in a way that will not prejudice TM Forum's interests and reputation and shall adhere to the policies set forth in [TM Forum's Antitrust Policies and Guidelines](#).

DISPUTE RESOLUTION

28. Any dispute arising between the parties in connection with this Agreement will be governed and interpreted under the laws of New Jersey and shall be finally settled by arbitration administered by the International Chamber of Commerce (ICC) in accordance with its Arbitration Rules. The arbitration shall be conducted by one arbitrator appointed in accordance with the said rules. The place of arbitration shall be New Jersey, USA. The language of the arbitration shall be English. The decision of the

arbitrator shall be final and binding on the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.