

GENERAL TERMS & CONDITIONS
– for the use of the registration platform on hackathon.mps.hu/boostyourtools and
participation of hackathons events –

(hereinafter: ‘**Terms**’) which was adopted by
MP Solutions Limited Liability Company

Registered seat:	H-1088 Budapest, Bródy Sándor utca 2. 2. em. 8B.
Company registration number:	Cg.01-09-91402
European Unique Identifier (EUID):	HUOCCSZ.01-09-914023
Tax number:	14659906-2-42
Statistical number:	14659906-7810-113-01.
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represented by:	David Ivor Pelle managing director

as organizer (hereinafter: ‘Organizer’) of the so-called ‘hackathons’ - *which means a design sprint-like event; often, in which computer programmers and others involved in software development, including graphic designers, interface designers, project managers, domain experts, and others collaborate intensively on software projects* (hereinafter: “Event” or “Events”) – , which is pertaining to

- the online registration platform – hackathon.mps.hu/boostyourtools (hereinafter: “Site”) – of the Organizer’s Events owned and operated by Organizer

and

- the participation of Events in compliance with the following provisions, as well as to all contiguous partial and ancillary services, competitive conditions, adopted as general terms and conditions on the day indicated below, effective until revocation, and which shall be applied as binding in the scope of the pertaining legal relationships, under the followings:

Introductory provisions

The participants of the Event (hereinafter: “Participants”) may participate in the Events by accepting these Terms. The Participants hereby accept that the Terms may include specific terms and conditions differing from Act V of 2013 on the Civil Code (hereinafter: Civil Code), pursuant to Paragraph (2) of Article 6:59 in the Civil Code.

The present Terms shall regulate all legal relationships between Organizer and the Participants, which fall within the scope of the present Terms

By accepting this Terms, the Participants agree that in the case of cash prizes, all or part of the intellectual property of the works they create during the Events is vested in the Organizer. This clause does not apply to the transfer of moral rights, these rights in all cases belong to the Participant.

1. Introduction and Definitions

These terms and conditions (the “**Terms**”) govern the use of the online registration platform available on hackathon.mps.hu/boostyourtools (the “**Site**”) owned and operated by **Organizer** and the participation of the events organized by the Organizer.

In this Terms “**Event**” refers to the various events available on the Site.

In this Terms “**Application Account**” refers to the individual user account of an applicant or participant of an Event located on the Site. Applicant’s or participant’s Event application form is located on the Application Account and the applicant or participant in question may modify the information provided on the application form on the Application Account.

You agree to be bound by these Terms by ticking the relevant tick-box during the registration process on the Site. These Terms constitute a binding, written legal agreement between you, i.e. the applicant or participant of an Event or a user of the Site (“Participant” or “you”), and the Organizer. The language of the agreement shall be English.

The contract between us is concluded electronically on the Site. The technical steps of the contracting process shall be determined by the present Terms. The Organizer provides the necessary measures to the Participant during the registration process to correct its contractual data in the ways described below.

These Terms may be modified by Organizer from time to time, such modifications to be effective upon posting by Organizer on the Site. It is Participant’s responsibility to periodically check-up these Terms for changes. Continued participation in the Event and/or continued use of the Site by Participant following the posting of changes will imply that Participant accepts and agrees to the changes.

2. **Registration on the Site**

The Organizer operates the website of hackathon.mps.hu/boostyourtools where Participant is able to register for Events organized by Organizer. You may apply to the Event by registering an Application Account and filling out an application form on the Application Account during the relevant application period. When applying for participation in the Event you shall provide accurate and complete registration and other information to Organizer.

You shall use all reasonable endeavors to prevent unauthorized access to, or use of, the Application Account. In the event of, or if you have reason to suspect, any unauthorized access or use of the Application Account, or if your password has been revealed to a third party, you shall promptly notify the Organizer thereof.

If you register or apply as an entity or on behalf of a team, you confirm that such entity and each person in the team accepts these Terms and you have the right to represent such entity and team for the purposes of these Terms.

3. **Registration process**

When you visit the Site, you will be provided the option to sign up for an Application Account by clicking on the “Sign up” or “Sign in” or “Apply now” buttons on the website. Clicking on these buttons will take you to the authentication service provided by Auth0 (www.auth0.com) to the Organizer. We use Auth0’s third-party authentication service to ensure the highest level of user data protection available.

You can create your Application Account by providing your basic information (e-mail address and password or Google SSO) on the Site. Following the input of your personal information, a verification e-mail will be sent to the e-mail account provided by you during the registration. You may only be able to fully use the Site after you have verified your e-mail account.

Upon a successful registration on the Site, your Application Account will be created. Should you need to make any modifications to the data provided during the registration process, you will be able to do that after signing into the Site and clicking on the My Account page.

After creating an Application Account, you will be able to register to an Event by filling out an Event specific questionnaire (the “Event Application”). Certain data fields on the Event Application will be filled out automatically based on data from your Application Account. The data fields needed to be filled on the Event Application vary for each Event.

You can change the data you provided on the Event Application even after finishing your Event Application form.

Mandatory data fields are marked with an Asterix on the Event Application form.

You may delete or modify your Application Account or Event Application anytime you wish.

4. **Use restrictions**

Participant having an Application Account or Event Application is not permitted and not entitled to do any of the following:

- use the Application Account or Event Application for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- use the Application Account or Event Application in violation of applicable law;
- use the Application Account or Event Application in ways that violate Intellectual Property Rights, business secrets or privacy of third parties;
- use the Application Account or Event Application to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

Participant shall be liable to Organizer and shall reimburse Organizer in respect of any claim, action, demand, cost, damages, expenses and losses (including but not limited to any direct, indirect or consequential losses, loss or profit, loss of reputation and all interest, legal costs, penalties and all other reasonable cost and expenses) suffered or incurred by the Organizer associated or connected with, or arising out of any breach of these Terms by Participant.

5. **Participation in an Event**

In connection with your participation in the Event, you shall provide accurate and complete information to the Organizer.

Organizer has the right at its sole discretion to determine the participants of the Event among the applicants. Such decision by Organizer cannot be appealed. For clarity, Organizer also has the right to accept a formerly rejected applicant’s participation in the Event at its sole discretion by informing such applicant thereof.

Note that Organizer has the right to disqualify you from the Event at any time in its sole discretion for example due to inappropriate behavior at the Event or breach of the rules of the Event or these Terms. Organizer has the right to cancel or suspend the Event for any or no reason. Organizer is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Event or your disqualification.

The use of the Site is free of charge.

By registering, Participants declare that They are undertaking persons, who acting within its profession, independent occupation or business activity during the Events.

6. **Participant Content on the Site**

You are solely responsible for all the content that you upload/transmit/submit to the Site (“Participant Content”). Organizer shall have the right, but shall not be obliged to, monitor the Participant Content, in order to ensure compliance with the terms of this Terms. In case Organizer believes, in its reasonable opinion, that any Participant Content violates this Terms, intellectual

property rights or any applicable law, Organizer shall have the right to delete such Participant Content.

Organizer disclaim any responsibility for the backup and/or retention of any Participant Content. The Site shall not be used for the back-up of any Participant Content.

Participant agrees that Organizer do not assume any liability or responsibility in respect to any Participant Content and Participant shall at all times ensure that Participant Content does not infringe any rights of third parties or any applicable law. Furthermore, the Participant Content shall not be offensive, threatening, libelous, defamatory or otherwise inappropriate. For clarity, Organizer is not responsible and shall not be held liable for any Participant Content, nor do they endorse any opinion contained in any Participant Content.

Organizer shall have the right to generate anonymous user data and statistical data from Participant Content. Organizer shall reserve all rights to such anonymized data.

7. **Intellectual Property Rights and cash prizes**

Certain Events you can register on the Site will require you to submit works, codes, or other performances (the “Submissions”) to the Site. All Submissions and other works performed at any Event remain the intellectual property of the individuals or entities that have developed them. Organizer makes no claim to any intellectual property developed during the course of any Event, except as otherwise provided herein.

However, Participant hereby grants Organizer and its business partners a worldwide, perpetual, irrevocable, sub- licensable and non-exclusive license to use information relating to the Submission provided by you on the Site for promotional and marketing purposes of any Event, the Organizer itself and its business partners. You understand that you will not receive any royalty or compensation for this use of your Submission by Organizer.

By participating in any Event, you acknowledge that the given Event will be recorded (video and audio capture) for reference and similar use, and therefore you grant Organizer a worldwide, perpetual, irrevocable, non-exclusive license to display your work performed at the Event for promotional and marketing purposes of the Event or Organizer for example in blog posts, online videos or case descriptions. You understand that you will not receive any royalty or compensation for this use of your work by Organizer.

Organizer owns and retains all intellectual property rights in the Site. All names and logos are owned by Organizer or its partners, and may not be copied, imitated or used without the permission of Organizer or the relevant partner. Nothing in this Terms shall constitute a transfer of any intellectual property rights or other rights of Organizer or its partners to you.

Some of the Organizer’s Event have a cash prize. In cash prize Events, the Organizer rewards the best three works with cash prizes. The Organizer may award a special prize for works worthy according to individually defined conditions. For award-winning works in accordance with the above, the Participant concerned will receive a cash prize. With the transfer of the cash prize, according to the Chapter III of the Act No. LXXVI of 1999 on copyright all unrestricted, intellectual economic rights related to the award-winning works will be transferred to the Organizer under the terms of the contract set out in Annex 1. The consideration for the intellectual economic rights thus transferred is included in the cash prize.

8. **Publicity**

By attending any Event, Participant consents to being filmed and/or photographed at the Event. Furthermore, Participant consents to any such footage to be published in the Event’s, Organizer’s and/or a third party’s, as the case may be, marketing and communication channels without the Participant’s review or approval and without compensation at any time.

9. **Confidentiality and Obligation of Secrecy**

As part of your participation in or application to any Event, you may be exposed to confidential information of Organizer, as part of the Event resources or confidential and/or proprietary knowledge, knowhow, data or information concerning the business, relationships and financial affairs of Organizer or third parties whether or not labeled or identified as confidential or proprietary (“Confidential Information”), including without limitation inventions and results of R&D, services and marketing plans, source code, object code, customer and supplier and other third-party information, business plans, budgets, financial information, prices and costs.

You agree that you will hold in confidence and security and you will not make available to any third party any Confidential Information during the Event and thereafter. You agree that you shall use the Confidential Information only during and for the purposes of the Event and in accordance with any Organizer policies.

The Organizer informs the Participants that all assets, tools, technical device, data or other information - *which is secret in the sense that it is not, as a body or as the assembly of its components, generally known or readily accessible to persons dealing with the affected economic activity* – to be handed over during the Event are considered Trade Secret and Protected Knowledge.

Participant undertakes an obligation of secrecy regarding the Business Secret and Protected knowledge without any limitation in time (hereinafter: “Obligation of Secrecy”). It may not disclose it to a third party, may not make it accessible to a third party, may not hand it over to anybody else and may not use it for purposes other than the currently existing or future contractual relationship with the owner of the given Confidential Information / Trade secret / Protected Knowledge.

Participant undertakes to fully indemnify the Organizer or third party upon being notified if the breach of the Obligation of Secrecy results in damage to the Organizer or third party. Participant acknowledges that the breach of the Business Secret may result in criminal and competition law sanctions.

10. **Personal Data**

Organizer collects and processes data, including personal data, in relation to Participant’s registrations or applications on the Site, application to or participation in any Event, such as Participant’s contact details, other identification data, CV and information relating to the Submissions.

Organizer is considered to be a data controller for such personal data pursuant to the applicable laws, therefore it shall inform data subjects regarding the processing practices in its Privacy Policy and process such personal data in accordance with its Privacy Policy in force from time to time. The Organizer’s Privacy Policy can be found on the Site.

11. **Term and termination**

This Terms will remain in full force and effect while you are a user of the Site or participate in any Event. Provisions of this Terms intended to survive the termination or expiry of this Terms shall do so.

12. **Liabilities**

Organizer will make reasonable efforts to keep the Site operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions.

Organizer will make reasonable efforts to keep the Event operational. Organizer reserves the right to alter the content, timing, date and/or location of the Event, without liability to the Participant, provided that the Event, as altered, is substantially similar to Event as originally advertised. Organizer also reserves the right to cancel the Event at any time whereupon the Participant shall obtain a full refund of any fees paid hereunder.

Organizer reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Site.

To the fullest extent permitted by applicable law, in no event will Organizer be liable to you or any third party for any indirect, consequential or punitive damages, arising out of the application to or participation in the Event or arising out of the use of the Site or for any direct damages in excess of the amounts actually charged by Organizer from you.

The parties to this Terms do not restrict their liability for any matter in respect of which, by mandatory law (such as consumer protection laws), it is not permitted to restrict their liability.

13. **Governing law and complaints**

This Terms shall be governed by and construed in accordance with the laws of Hungary. Should you have any complaints regarding the Site, or any service provided by the Organizer, please submit it to any of the contact details described above. We ensure to reply to all complaints within 10 business days of receiving them.

In the event of any dispute arising from or in connection with the Terms, so especially with its breach, termination, validity or interpretation, the parties exclude the state court procedure and agree to submit the matter to the exclusive and final decision of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court Budapest). The Arbitration Court proceeds in accordance with its own Rules of Proceedings (supplemented with the provisions of the Sub-Rules of Expedited Proceedings). The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The parties exclude the possibility of the retrial of the proceedings as regulated in Section IX of Act no. LX of 2017 on Arbitration. In order to settle the legal dispute the Hungarian substantive law shall apply, excluding its private international law rules.

14. **Miscellaneous**

This Terms only covers the use of the Site, any and all linked third-party services and platforms are provided by the relevant third parties and are covered by their terms of use or other agreement or license.

Organizer does not assume any liability in regard to use of such third-party services and platforms, whether or not they are linked to the Sites.

The content on the Sites, including, but not limited to, the text, graphics, images, links, and other materials are for informational purposes only.

If any provision of this Terms is held invalid, the remainder of this Terms shall continue in full force and effect.

This Terms have been created in English language.

The following Annexes are attached to the Terms as integral parts thereof:

Annex 1: Assignment of intellectual economic rights

I adopt and bring into force these Terms today.

Dated: Budapest, June 29, 2020.

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MP Solutions Limited Liability Company
represented by: David Ivor Pelle managing director
Organizer

Annex I: Assignment of intellectual economic rights

Agreement

Assignment of intellectual economic rights of award-winning works

which has been concluded by and between (hereinafter referred to as the ‘**Agreement**’)

Participant's name		MP Solutions Limited Liability Company	
Address:	Registered seat:	H-1088 Budapest, Bródy Sándor utca 2. 2. em. 8B.
Place and date of birth:	Company registration number:	Cg.01-09-91402
ID card number:	European Unique Identifier (EUID):	HUOCCSZ.01-09-914023
, as participant (hereinafter: “ Participant ”)		, as organizer (hereinafter: “ Organizer ”)	

hereinafter jointly referred to as the ‘**Parties**’ on the day and at the place indicated below under the following terms and conditions.

Preamble:

This Agreement is concluded between the winner Participant of the so-called ‘hackathons’ competition (hereinafter: “Event”) and the Organizer under the general terms and conditions of the Event (hereinafter: “Terms”). Acceptance and signing of this Agreement is a condition for the transfer of cash prizes. This Agreement is already valid with the Participant’s acceptance of the Terms, but its actual application will take place only after the announcement of the results of the Event.

Subject Matter of the Agreement

1. The Contracting Parties agree that the work submitted by the Participant during the Event was awarded a cash prize by the Organizer in accordance with the competition rules of the Event. The exact nature and amount of the cash prize are fixed in the competitive call of the Event and declaration of results issued by the Organizer.
2. As the compensation and condition of payment of the cash prize the Parties agree that all proprietary and usage rights for the award-winning software and related software components, resources, functionality, or any additional intellectual property, protected knowledge, and related documentation(s) (collectively: "award-winning works") developed by the Participant in the framework of the event will be transferred to the Organizer as follows
 - Participant transfers to the Organizer all copyright, related exclusive use rights, and all other proprietary rights in the award-winning works. The transferred property rights/rights of use belong to the Organizer exclusively, without any time, territorial or sub-user restrictions. The organizer's property rights/rights of use also extend to direct use and use assigned to another.
 - Within the framework of direct use, the Organizer is entitled, among other things, to the unrestricted use of the award-winning works for its own separate internal use. The Organizer is also entitled to place, improve and/or alterate the award-winning works in the program library. Pursuant to the right of alteration, the Organizer is entitled to create new works from the original software work in particular and to utilize them independently. The foregoing shall apply mutatis mutandis to the related documentation.

- The Organizer is entitled to sell the property rights/usage rights transferred by the Participant to third parties and/or to transfer them under any other title without time, space restrictions.
3. The Participant, aware of its full civil and criminal liability, declares and warrants that award-winning works are independent works of the Participant, during their development the copyrighted works created by a third party have not been used without permission. Participant is independently entitled to enter into this Agreement. If a third party challenges this Agreement or the Organizer or other lawful right-holder of the property rights / usage rights related to the award-winning works on the grounds of a breach of the former, then Participant will be obliged to act directly to protect the legitimate interests of the Organizer or the respective right-holder. If, for any reason, direct action isn't possible, the Participant is obliged to put the Organizer (right-holder) in a position where the protection of Organizer's legitimate interests doesn't entail additional burdens, costs or any other disadvantages.
 4. Participant further represents and warrants that Participant is the sole owner of the unrestricted copyright/right to use the award-winning works and related documentation and that no third party has any right which would limit or exclude acquisition of rights by the Organizer
 5. Participant must provide the organizer with the source code of the program with the necessary passwords and all the information and documentation which are necessary for the full use of the award-winning works within 3 days after the announcement of the results. Participant also warrants that the source code and related documentation will be provided in a complete, accurate and up-to-date version upon delivery.
 6. The Organizer undertakes to transfer the cash prize to the known bank account of the Participant within 15 days of the signing of the paper version of this contract by both Agreement.
 7. The Hungarian legal provisions - in particular Act No. V of 2013 on the Civil Code (“Civil Code”), Act No. LIV of 2018 on the protection of business secret, Act No. LXXVI of 1999 on copyright – and the Terms shall govern and apply to any issues regarding the creation, interpretation, fulfillment of this Agreement and any part of.

Dated:, [*] 2020.

Dated:, [*] 2020.

.....
Participant's name

Participant

.....
MP Solutions Limited Liability Company
represented by: David Ivor Pelle managing
director
Organize