

RULES AND PROCEDURES OF PARTICIPATION IN THE INTERNATIONAL ONLINE HACKATHON <HACKNU/2021> on 19-21 March 2021

PARTICIPATION IN THE HACKATHON IS FREE OF CHARGE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. GENERAL PROVISIONS

- 1.1. Name of the contest: <HackNU/2021> (hereinafter – the "Hackathon").
- 1.2. Main Organizers of the Hackathon: Nazarbayev University ACM Student Chapter, and Organizers of the Hackathon: Nazarbayev University Research and Innovation System (hereinafter referred to as the "Organizers") and supporters by several Companies.
- 1.3. The purpose of these rules for participation in the Hackathon (hereinafter referred to as the "Rules") is to determine the conditions governing participation in the Hackathon.
- 1.4. These Rules are available at <https://hacknu.kz>.
- 1.5. All time in the Rules in timezone GMT+06:00, Almaty time.

2. INFORMATION ABOUT THE ORGANIZERS

Name: Nazarbayev University ACM Student Chapter (NU ACM SC) and Nazarbayev University Research and Innovation (NURIS)

Legal address: 53 Kabanbay Batyr str., 010000 Nazarbayev University, Republic of Kazakhstan.

Organizers' contacts:

Anuar Suleimenov - anuar.suleimenov@nu.edu.kz (@treoa in Telegram)

Aruzhan Zhunusbekova - aruzhan.zhunusbekova@nu.edu.kz (@arujanyyym in Telegram)

3. PURPOSE OF THE HACKATHON

- 3.1. The main purpose of the Hackathon is to increase and build a community of developers, regardless of gender, expression, sexual orientation, disability, physical appearance, body size, ethnicity, nationality, race, or religion, or socioeconomic status.
- 3.2. This is achieved by providing such a platform where participants will be able to test their skill by solving tasks from Companies (international as well as local) and winning prizes.

4. TERMS OF THE HACKATHON

4.1. The general term of the Hackathon is 19-22 March 2021. The Hackathon period may be changed by the Organizers without additional notice, provided that information about the change will be posted in the "Hackathon Rules" section on the website: <https://hacknu.kz>.

Changes in the terms of the Hackathon can not serve as a reason for claims.

4.2. Registration of participants of the Hackathon is until March 12, 2021, at 12 PM (GMT +06:00, Almaty time), all applications received after this time will not be considered, and the potential participants who sent them will not be considered to participate in the Hackathon.

4.3. These Rules will enter into force on February 22nd, 2021.

5. PRIZE POOL

5.1. The main prizes, Companies, and tasks will be announced prior to the start of the Hackathon on the main website <https://hacknu.kz> and social media.

5.2. Organizers decide on their own the exact date of prizes announcement before the Hackathon.

6. REQUIREMENTS FOR PARTICIPANTS AND CONDITIONS FOR SUBMITTING APPLICATIONS FOR PARTICIPATION IN THE HACKATHON

6.1. The participant of the Hackathon may be an individual, who is under the age of 27 (twenty-seven) and at least the age of 18 pursuing a degree at the university at the time of the Hackathon, and has the following knowledge and skills: Front-end / Back-end/ Android/ iOS developer, specialist in Machine Learning and Data Science, product manager, UI/UX designer, author of creative ideas, or a student of technical specialties (areas of interest are not strict, so students with similar backgrounds can also participate).

6.2 Employees, officers, directors, managers, agents, and representatives of the Organizers, the Organizer, Companies, and their parent and subsidiary companies, affiliates, divisions, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, prize providers, contest administrators, advertising, public relations, promotional, fulfillment and marketing agencies (collectively, the "Released Parties") and members of their immediate families (defined for these purposes as including spouse, domestic partner, parents, legal

guardian, legal ward, children, and siblings and each of their respective spouses) and individuals living in the same household as such individuals, are not eligible.

6.3. Teams consisting of no more than 4 people (each of whom must meet the requirements established in paragraph 6.1. of these Rules) are allowed to participate in the Hackathon, and can be formed after participants are selected and announced.

6.4. To participate in the Hackathon, eligible individuals can send an application for participation in the Hackathon on the main website: <https://hacknu.kz> until March 12, 2021, 12 PM(GMT+06:00, Almaty time). Application will be available and open on February 22, 2021, 12AM(GMT+06:00, Almaty time).

6.5. The results of the selection process will be sent until March 15, 2021.

6.6. The teams can be formed only from people who passed the selection process.

6.7. A participant can participate solely in the Hackathon.

6.8. Teams, as well as solo participants, will have to register and confirm their participation on March 12, 2021.

6.9. Teams and participants who fail to register after March 12, 2021, 12 PM (GMT+06:00, Almaty time), will not be eligible to participate in the Hackathon. No exceptions will be made.

6.10. A participant participating in the Hackathon alone cannot be a member of any team participating in the Hackathon.

6.11. A participant who takes part in the Hackathon as part of a team can only be a member of one team.

6.12. Any application based on inaccurate, false, or incomplete information will result in the disqualification of the participant/team of participants. Refusal to collect, record and use personal data that is strictly necessary for the performance of tasks, will lead to disqualification of the participant/team of participants. The participant is solely responsible for the information that he/she provides during the application process. Any intentional or unintentional error, inconsistency, or inconsistency with this information may result in the disqualification of the participant/team of participants. The Organizers reserves the right to carry out all necessary checks of the participant's identity, postal address and/or email address.

6.13. Each Participant is responsible and bears any costs associated with the preparation and submission of the application. Participants assume the entire risk of damage, loss, delay, incomplete, invalid, incorrect or incorrectly sent application.

7. REGISTRATION OF PARTICIPANTS

7.1. Registration of participants and teams of participants is carried out until March 12, 2021, by submitting an application on the website hacknu.kz.

7.2. Further participation in the Hackathon is carried out only if the participants comply with the provisions of Section 6 of the Rules. In case of non-compliance of the participant with the requirements of Section 6, such participants are not allowed to register and participate in the Hackathon.

7.3. A participant is required to fill in the needed information in the specified form of registration, which could be found via the official Hackathon website (hacknu.kz) and send the complete own CV with relevant enrollment verification (e.g. transcript) from the participant's university.

7.4. The fact of registration of the participant/team of participants in the Hackathon is confirmed by sending a corresponding letter to the email address of the participant specified in the application for participation in the Hackathon.

7.5. The selection of candidates for the participation in Hackathon will be judged through their sent CVs, taking into account participants' experience and its relevance to the areas, candidates are willing to be matched, as it was stated in the 6.1 part of the Rules.

7.6. In case if participants fail to meet the rules from Section 7 of Rules, Organizers can exclude the participant from participation in Hackathon at Organizer's sole discretion.

7.7. All CVs and enrollment verifications are being processed by Organizers. While all CVs and personal data is being collected internally and transferred to Companies through the agreements. And participants take the full responsibility of acceptance of Companies data collection and processing, as well as privacy policies.

7.7. Participants will be introduced with the Rules of the Hackathon and Code of Conduct prior to the final step of the registration process. In case of ignorance or refusal to accept them, the Organizers reserve the right not to accept the respondent's application.

8. PRIOR THE HACKATHON AND TEAMS FORMING

8.1. Accepted participants will receive an email to the indicated during the registration process email address about their participation, brief description of what we are waiting for from them, invitation to the official Hackathon Discord server.

8.2. After the announcement of the results about the acceptance of candidates for the Hackathon (March 15, 2021) the invitation to the official <HackNU/> Discord server will be sent to the emails of accepted participants, where they can start forming their teams not failing to meet the rules of Section 6 of the Rules.

8.3. In the Discord server participants will have one more chance to familiarize with Rules of the Hackathon, as well as with the Code of Conduct. In case of violations, participants will be asked to stop the behavior. In case of continuing violations, administrators of the Discord

server reserve the right to choose the punishment for the participant, up to and including his disqualification from the Hackathon.

8.4. Preview and short description of problems with their prizes will be announced before the Hackathon on the official website (hacknu.kz).

8.5. Participants will have to register their teams until 19 March 12 PM (GMT+06:00, Almaty time) and choose the problem they want to solve throughout the Hackathon. Students who fail to register their teams or form a team, meeting requirements of Section 6 of the Rules, will be excluded from the Hackathon and no extra time or chance will be given. Teams are not allowed to be reallocated during the Hackathon and there will be no change in teams allowed after the deadline passes.

8.6. Any team or participant, who fails to meet one or more of the requirements of Section 8 of the Rules, will be asked to rectify the situation. In case of continuous violations of the Rules, Organizers may exclude a team or participant from the Hackathon in Organizer's sole discretion.

9. DURING THE HACKATHON

9.1. Schedule of the Hackathon will be announced several hours before the Hackathon, but not later than 19 March 12 AM (GMT+06:00, Almaty time).

9.2. Each team and participant are required to regularly check the announcements channel on Discord server, where all announcements and updates will be posted.

9.3. Throughout the Hackathon, any announcements about some changes, upcoming workshops, talks or other important announcements will be translated through the channels in the official Hackathon's Discord server. Teams and staff are required to follow those announcements.

9.4. All updates and links to platforms to be used in the Hackathon are going to be updated and notified about that before.

9.6. Hackathon starts on 19 March 2021, 11 PM (GMT +06:00, Almaty time). Question and Answer session with Company Representatives about tasks starts on 20 March 2021, 12 AM (GMT +06:00, Almaty time). Joining link for the session will be sent prior to the Hackathon on the Discord server in the announcements channel.

9.7. A link to the HackNU official Discord server will be sent to eligible and passed the selection participants via email indicated in the application form.

10. SUBMISSION AND ASSESSMENT

10.1. Before the start of the Hackathon, teams will be asked to familiarise themselves with the schedule and it will be available on the official Discord server. All deadlines will be displayed there, as well as the submission time.

10.2. Participants and teams should follow the format required for submission with the accessible link for the repository, where the code is located. The details will be announced prior or at the start of the Hackathon on the Discord server.

10.3. After the submission of code solutions and other details, participants realize that solutions' intellectual property goes to the Company which provided the task and from that moment it's their responsibility and right to decide whether to implement the solution within Company's products or not.

10.4 In case of plagiarism of work of another team or from the third-party repositories, Organizers and staff are in full responsibility and right to exclude a team from the track and/or the Hackathon.

10.5 Each Company decides on its own about the criteria of assessment of solutions for their tasks. And it's full at their discretion whether to disclose or not the criteria during the solutions' judgement process.

10.6 Any and all aspects of participation in the Hackathon, including without limitation, any material or information submitted by a participant and/or team, (collectively, "Content") must meet all of the following requirements, as determined by Organizer and/or Company in their sole discretion, or the associated participation may be disqualified:

- Content must be original to you (or in the public domain) and may not infringe, misappropriate, or violate any rights of any third parties including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.
- Content must not include any malware, spyware, viruses, or similar harmful code or content.
- Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, libelous (including trade libel), disparaging, harassing, threatening, profane, obscene, pornographic or otherwise adult-oriented, hateful, indecent, inappropriate, or injurious to any Released Party or any other party.
- Content must not contain or describe any harmful or illegal activity or content or in any way violate any laws, rules, or regulations.

11. AFTER THE HACKATHON

11.1. Swags and merchandise of the Hackathon, which participants will earn throughout the Hackathon and which are planned to be distributed by the Organizers of the Hackathon, will be sent after the Hackathon within 7 working days. ("Prizes"). Any taxes and other costs and expenses associated with prize acceptance or use and not specified in these Rules as being part of a Prize will be the sole responsibility of the recipient(s).

12. COMPANIES

12.1 Companies decided to sponsor or support the eventHackathon will be matched with participants and/or teams to evaluate and assess the participants' and/or teams' solutions.

12.2 Companies that decided to sponsor or support the event are expected to keep the Hackathon's related Rules in terms of the Hackathon's Code of Conduct.

12.3 All changes and updates are needed to be negotiated several hours before the situation. (delays in workshop arrangement, delays in the collective submissions.)

12.4 Companies representatives as well as Organizers are expected to have the full responsibility for their own tasks and professional behaviour, about which Organizers and Company representatives reached an agreement for.

In case of ignorance or violation of the Rules by participants or teams, firstly they will be asked to rectify the situation. In case of continuing breach of the Rules, Organizers and staff will have the full and sole discretion to penalize or exclude a team or participant from the Hackathon.

13. LIMITATION OF LIABILITY

Each participant hereby acknowledges and agrees that the relationship between the participant and each of the Released Parties is not a confidential, or other special relationship, and that the participants' decision to participate in the Hackathon does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Content, other than as set forth in these Rules. Each participant understands and acknowledges that the Released Parties have wide access to ideas, text, images, code, applications, software, and other creative materials. Each participant also acknowledges that many ideas for products, services, and advertising may be competitive with, similar to, or identical to their Content and/or each other

in idea, function, components, format, or other respects. Each participant acknowledges and agrees that such participant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material that has or may come to such Released Party from other sources. Each participant acknowledges and agrees that the Released Parties do not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the participant's or any third party's patent, copyright or other proprietary rights in and to their Content.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTICIPANT AGREES TO RELEASE, HOLD HARMLESS, AND COMPENSATE EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, USE, MISUSE, OR AWARDING OF A PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PRIZE- OR HACKATHON-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, LOSS, DEATH OR ACCIDENT TO OR OF PERSON OR PROPERTY. THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT THE RELEASED PARTIES' OBLIGATION (IF ANY) TO PAY PREVAILING PARTY COSTS OR FEES IF RECOVERABLE PURSUANT TO APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE RELEASED PARTIES' LIABILITY FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE RELEASED PARTIES, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH WINNER AND MEMBER OF A WINNING TEAM AGREES THAT THE PRIZES ARE PROVIDED AS-IS WITHOUT ANY OR GUARANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, THEIR QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

14. ADDITIONAL DISCLAIMERS

The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, a participant, or by human error: participation submitted by illegitimate means (such as, without limitation, by an automated computer program) or participation in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible,

garbled, mutilated, or misdirected participation, email, or Hackathon-related correspondence or materials; any errors omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Rules, any Hackathon-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or participation information. Released Parties are not responsible for electronic communications that are undeliverable or do not reach a participant as a result of any form of active or passive filtering of any kind or insufficient space in a member of a participant's email inbox to receive email messages. Released Parties are not responsible, and may disqualify you if your email address or other contact information does not work or is changed without prior written notice to Organizer. Without limiting any other provision in these Rules, the Released Parties are not responsible or liable to any participant (or any person claiming through such participant) for failure to supply the Prize or any part thereof in the event that any of the Hackathon activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Organizer in its sole discretion), including, without limitation, by reason of any force majeure the event, equipment failure, threatened or actual terrorist acts, air raid, the act of a public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

15. LICENSE

By entering the Hackathon (except where prohibited by law), each participant grants the Released Parties the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display their name, photograph, likeness, voice, biographical information, any quotes attributable to them, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to them, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or

approval, and each such person releases all Released Parties from any and all liability related to such authorized uses. Nothing contained in these Rules obligates any Released Party to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

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16. PERSONAL DATA PROTECTION

Participating in the Hackathon, a participant gives his/her consent to the Organizers and the Companies for processing of all and any personal data of the participant (including image, surname, name and patronymic, education, etc.) for the purpose of execution hereof; their use for the purpose of activity of the Organizers, the Companies and other persons whom personal data can be legally transferred to; for commercial and non-commercial purposes; for the purpose of execution and protection of legitimate rights and interests of each party; and also for the purpose of observation of the applicable legislation. The participant's written consent to processing by the Organizers and the Companies of personal data for the above-mentioned purposes shall be deemed received at the moment the participant submits the application.

"Processing" of personal data is understood herein as its: collection from any lawful sources; accumulation; storage; change; addition; use; distribution, including transfer to any

persons; cross-border transfer to the territory of foreign states (both providing, and not providing protection of personal data); disclosure to the third parties; depersonalization; blocking; destruction, deleting and restoration; systematization; formation and transfer of the electronic information resources containing personal data; access to personal data; performing logical and arithmetic operations with personal data; connection of the electronic information resources containing personal data to the networks connecting them to other databases. Processing of personal data can be performed by the Organizers and the Companies: (i) by any convenient methods, including with the use of automation equipment (automatic processing) or without the use of such means (non-automatic processing), by storage in the centralized database on a paper, electronic, and other media and other methods; (ii) both in and outside Kazakhstan. The participant shall bear responsibility for the reliability and relevance of the provided personal data. In case of change of the personal data, the participant shall immediately notify the Organizers and the Companies in writing with enclosure of necessary supporting documents. The consent to the processing of personal data provided hereunder shall be valid during the term hereof, and also beyond this term throughout the period necessary for the protection of the rights and legitimate interests of the parties and use of personal data for other purposes stipulated herein, and also for observation of requirements of the applicable legislation.

17. APPLICABLE LAW AND DISPUTE SETTLEMENT

17.1. Issues not regulated by the Rules should be governed by the provisions of the legislation of the Republic of Kazakhstan.

17.2. Disputes and disagreements that may arise between a participant/a team of participants and the Organizers shall be settled, whenever possible, through negotiations or submission of claims. The term of consideration of the claim is ten (10) business days from the date of its receipt.

17.3. In case of failure to settle disputes through negotiations, the parties shall, after the implementation of the procedure for pretrial settlement of disputes as stipulated by the Kazakhstan legislation, transfer them to the Kazakhstan courts of general jurisdiction for consideration.