

Terms and Conditions
for the
Open API Hackathon 2020
("T&C")

1.) The Open API Hackathon 2020

Open API Hackathon 2020 (the "**Event**") is a design sprint-like event in which computer programmers and others involved in software development, including graphic designers, interface designers, project managers, domain experts, and others will collaborate intensively on API-based project solutions. The Event is hosted by Raiffeisen Bank International AG („**RBI**") and Tatra banka, a.s. („**TB**" and, together with RBI, the "**Organiser**") to identify unknown business potential and develop new solutions in the area of Open Banking. The goal of the Event is to create functioning software or hardware by the end of the Event.

2.) Eligibility Criteria

The Event is open to residents worldwide who must be 18 years of age or older at the time of the Event.

3.) Event Schedule/Agenda

The Event's schedule/agenda and all information related thereto is published on <http://openapihackathon.hubhub.com> ("the **Website**").

4.) Application

- All applications for the Event must be submitted through the online application form available on the Website within the application period as defined on the Website. Applications submitted prior to the beginning of the application period or after the expiry of the period will be rejected. The Applicant has to follow the instructions, complete the application form and provide the requested information.
- An applicant (the "**Applicant**") may sign up as an individual or on behalf of a team of applicants (such team further referred to as "**Established Team**"). In case of an application for an Established Team, the Applicant signing up for the Established Team shall also provide the requested information of all other natural persons in the team.
- The Application must be in the English language.
- The Organiser and contracted cooperation partner HubHub Slovakia s.r.o. (the "**Subcontractor**" and, together with its subcontractor Kiuub s.r.o., the "**Subcontractors**") are entitled but not obliged to request further information from the Applicants.
- By submitting the application on the Website, the Applicant agrees with these T&C.

5.) Disclosure of information

By submitting the application on the Website, the Applicant agrees that the Organiser may disclose all information regarding the Applicant or any of the other natural persons (especially members of the Established Team) he/she submitted as he considers necessary to the Subcontractors, provided that the Organiser is authorized to share such contact information of natural persons in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“**GDPR**”) and subject to execution of a respective data processing agreement (acc. Art 28 GDPR) in accordance with GDPR between the Organiser and the Subcontractor in order to screen and establish well-functioning teams before the Event starts.

If the Applicant submits and uploads personal data of other natural persons (e.g. the members of the Established Team on which behalf of the application is submitted), the Applicant is obliged to obtain the consent of the natural person and provide it to the Organiser upon request. Furthermore, the Applicant is obliged to inform the natural persons about Organiser's Data Privacy Notice.

6.) Screening Applications and Team Establishment

All Applicants will be subject to screening process of the Organiser and the Subcontractors. The purpose of the screening process is to select participants who are viewed as the most suitable by the Organiser and the Subcontractors taking into account, amongst other things, the Applicant's experience with banking and financial products, APIs, Open Banking solutions and any other relevant skills and experience. The Applicant will receive a decision by the Organiser via email within 5 Business Days after the application is submitted if the Applicant (or its respective Established Team) is accepted or not to participate in the Event (such persons further being referred to as “**Participants**”). Applicants that applied individually (and not with an Established Team) will be placed into a team assembled by the Organiser and the Subcontractors (such team a “**Assembled Team**”) and will be informed about the members of the Assembled Team 7 calendar days before the Event (Established Teams and Assembled Teams together “**Teams**”).

7.) Participation in the Event

The Teams will receive a detailed description of challenges (problems chosen by the Organiser and the Subcontractors) for which the Participants are assumed to develop a relevant API-based solution (the “**Challenges**”) and all necessary data, in order to develop a successful solution (the “**Solution**”) 1 week before the Event. The Event starts on Friday 18th of September 2020 (specific time stated in Agenda on the Website) where the Challenges will be presented by the Organiser's representatives. During the Event, the Teams will be given an opportunity to discuss the Solution with the Organiser's representatives (mentors, technical support, subject matter experts). On

Saturday 19th of September 2020 (specific time stated in Agenda on the Website), a finalist selection will take place in form of a Solution pitch by the Teams. Three Teams per Challenge will be chosen based on the quality and relevancy of the Solution as finalists, judged by a jury consisting of a representative from the Organiser and the Subcontractors (the "**Jury**"), to continue to work on the Solution until the final submission deadline on Sunday 20th of September (specific time stated in Agenda on the Website). The same day (specific time stated in Agenda on the Website) the finalists will present the final Solution in three minutes-long pitch to the Jury. The Jury will have additional two minutes for questions. After this pitch, the Jury will choose one Team per Challenge as winner (the "**Winner Team**") who will be awarded. The criteria based on which the Winner Team will be chosen are described in point 9.). Participants of Teams that are not chosen as finalists will have to leave the Event after the finalist selection and are no longer entitled to participate in the Event.

8.) Solution Requirements

All Solutions must comply with all of the following requirements ("**Solution Requirements**"):

- a. Solutions that exploit bugs in the Organiser's software, or otherwise violate the spirit of the Event, will be rejected.
- b. Solutions that attempt to harm the Organiser or otherwise create an unfair advantage over other participants will be rejected.
- c. Solutions cannot be in violation of any law, regulation or third-party rights.
- d. By submitting a Solution, the respective Participant (and each member of such Participant's Team) warrants and represents that it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.
- e. Solutions must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, Organiser, or any third party.
- f. All information provided to register for the Event must be true and correct. The Applicant and/or Participant is responsible for keeping such information up to date.

9.) Winner selection

The Winner Team will be chosen by the Jury based on the quality and relevancy of the Solution, taking into account, amongst other things, the potential of a possible cooperation between the Organiser and a finalist. Decision on the Winner Team is in the sole discretion of the Jury, no Participant shall have any right to challenge the decision or demand justification of any kind on the decision of the Jury.

The Winner Team will be awarded with a EUR 5,000 (in words: five thousand euros) prize ("Prize") at the winners' ceremony at the end of the Event. The disbursement of the Prize will be performed as follows: (i) in case the Winner Team is an Established Team, the Prize will be paid to a bank account to be designated by the Applicant of the respective Established Team, whilst (ii) in case the Winner Team is an Assembled Team, the Prize will be paid pro rata to each Participant of such Assembled Team to a bank account to be designated by the respective Participant of the respective Assembled Team.

10.) Disqualification

At the sole discretion of the Organiser and at any stage of the Event (including but not limited to the application process) and without prior notice, an Applicant and/or Participant can be deemed ineligible and disqualified if:

- Applicant's application or any (subsequent) information does not comply with or is against applicable law, rules or regulations;
- incompatibility with the business reputation of either the Organiser and/or any member of the Jury; or
- the Organiser reasonably believes that the Participant has attempted to undermine the legitimate operation of the Event by cheating, deception, or other unfair practices or annoys, abuses, threatens or harasses any other Participants or Organiser.

11.) Possible Cooperation

The fact that an Applicant is selected for participation in the Event or that a Participant is selected as a winner in the Event is not, and shall not be construed as, an offer or an agreement to form a partnership, agency agreement, or a joint venture between the Applicant or Participant, resp. and the Organiser.

After the Event, the Organiser and the Winner Team may, but are not obliged to, mutually evaluate the potential of their possible further cooperation. A further cooperation shall be subject to a separate and detailed agreement.

12.) Working Language

Working language of the Event (including the application process) is English. Therefore, all discussions (including sessions and advice from mentors, technical support and architects regarding the Solution) will be held in English.

13.) Access to Solutions (including prototypes) developed at the Event

All Solutions (including prototypes) developed at the Event will be owned exclusively by the Organiser and no Participant may use or further develop the Solution without a prior written consent from the Organiser. Thus, the Applicant (in case of an Established Team, on behalf of each member of the Established Team) grants the Organiser a non-exclusive and royalty-free right to use for any intellectual property developed by the Applicant as Participant or by a Team, as applicable, in the course of the Event. If the Organiser decides to make further use of any Solution without involvement of any Participant and/or Team, the Organiser will not be obliged for any reimbursement or

remuneration towards a Participant and/or Team. The Participants and the Organiser may, but are not obliged to, make further use of the Solution as part of a future partnership. However, neither party has any claim to a future partnership.

14.) T&C and amendments to the T&C

By submission of its application via the Website the Applicant irrevocably and unconditionally agrees with all provisions of the T&C. For legitimate reasons the Organiser shall have the right, without liability, to amend these T&C at any time. In such a case the Organiser shall inform about such amendments on the Website or by other appropriated means. The amendments shall become effective immediately.

15.) Indemnification and liability

The Applicant shall indemnify and hold harmless the Organiser, its affiliates, the members of the Jury against any expense (including legal fees), costs or losses incurred as a (direct or indirect) consequence of any failure of the Applicant to comply with any of its obligations, representations and warranties under these T&C.

Nothing in these T&C shall exclude or limit the Applicant's liability for its projects/solutions/prototypes/products and its application to/participation in the Event. The Organiser, its affiliates and the jury shall have no liability in connection with these projects/concepts/products and/or the Applicant's application to/participation in the Event. In no way shall the Organiser, its affiliates and the jury be liable for any (in)direct or consequential damages, loss of services, loss of profit, anticipated savings, etc in connection with the Applicant's application/participation in the Event.

16.) Organiser's Right to Use

The Applicant grants the Organiser a non-exclusive, and royalty-free right to use ("**Right to Use**") pertaining to Applicant's trade names, brands, logos, business marks, images, pictures, videos (including the pictures and videos taken during the Event) (collectively as "promotional material"), which Right to Use shall be granted for the purpose of and in connection with the promotion of activities after the Event. Wherever such promotional material contains the depiction of an individual person, the Applicant represents and warrants that it has obtained the yet existing consent from all persons depicted.

17.) Statements

Applicants shall not make any public statements regarding the Event and/or to use Raiffeisen logos, trademarks or material except with the prior written consent of the Organiser.

18.) Law and Jurisdiction

The application to/participation in the Event is governed by, and shall be construed in accordance with, the laws of Austria (excluding its conflict of law provisions). For any

dispute, controversy or claim arising out of or in connection with the participation in the Event, as well as any question regarding non-contractual obligations arising out of or in connection with participation in the Event the Organiser and the Applicant agree on the non-exclusive jurisdiction of the competent Commercial Court of Vienna (Handelsgericht Wien) to the jurisdiction of which the Applicant hereby irrevocably submits.