

Directus Hackathon General Terms and Conditions

Brought to you by Monospace, Inc. DBA Directus ("**Sponsor**" or "**Directus**")

ENTRY IS FREE. NO PURCHASE REQUIRED TO JOIN OR BE A WINNER. BY REGISTERING FOR A DIRECTUS HACKATHON, YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THE HACKATHON AND DO NOT SUBMIT AN ENTRY.

Occasionally, the Sponsor organizes hackathon contests and competitions (each a "**Hackathon**") which are announced and publicized on a "**Contest Announcement Page**" which references and incorporates these General Terms and Conditions. If you participate in a Hackathon specified on the relevant Contest Announcement Page, you confirm and accept (i) these General Terms and Conditions ("**Official Rules**") and (ii) the terms and conditions on the "Contest Announcement Page" applicable to such Hackathon, which are considered as an integral part of these Official Rules. If there is a discrepancy between these Official Rules and the Contest Announcement Page, the Official Rules will prevail.

We encourage you to meticulously review the terms and conditions of these Official Rules and the applicable Contest Announcement Page. These Official Rules set forth the rights you grant to the Sponsor when you submit an entry to participate in the Hackathon. Capitalized terms that are not defined here will have the meaning given on the Contest Announcement Page. In these Official Rules, "**Directus Community**" means Sponsor's Discord network for programmers and associated website located at directus.io; and a "**Directus Member**" means a registered user of the Directus Community Site in good standing. Becoming a Directus Member is free.

Acceptance of Official Rules. By entering or participating in the Hackathon you accept and agree to abide by these "Official Rules." Every team participant must review and agree to these Official Rules. IF YOU, AS A PARTICIPANT (AN INDIVIDUAL, TEAM MEMBER, OR ENTITY, REFERRED TO AS "ENTRANT" IN THESE OFFICIAL RULES), DO NOT ACCEPT THESE OFFICIAL RULES COMPLETELY, YOU CANNOT PARTICIPATE IN THE HACKATHON OR SUBMIT AN ENTRY. IF YOU AGREE TO THESE OFFICIAL RULES ON BEHALF OF AN ENTITY OR A TEAM, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR TEAM TO THESE OFFICIAL RULES. IN THAT CASE, "ENTRANT," "YOU," AND "YOUR" WILL REFER TO THAT ENTITY OR TEAM.

Regarding Team Participation: An Entry submitted by a Team must designate one (1) individual member as the "Team Leader" for contact and Hackathon administrative purposes. The Team Leader will be responsible for submitting the Entry on behalf of the Team. Any team participant acknowledges and agrees that, if their team is selected to receive a prize, the team is responsible for distributing the prize among its members. The Sponsor shall have no liability to any team member for the failure of the team to distribute the prize to its members. The eligibility of an individual team member is tied to the team's eligibility; if a team member does not comply with these Official Rules, or is ineligible or disqualified, the entire team is disqualified.

ELIGIBILITY. The Hackathon is open to participants (each a "Participant" or "you") who are age eighteen (18) years or older at the time of entry. The Hackathon is not open to: (1) employees or internally contracted vendors of Sponsor or its parent/subsidiaries, agents and affiliates; (2) anyone professionally involved in the development or administration of the Hackathon; (3) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (4) any employee whose employer's guidelines or regulations do not allow entry in a Hackathon or acceptance of the prize(s).

We would love to allow participants from all countries and regions to participate in hackathons, but due to local laws, Foreign Asset Control, and other legal restrictions, we need to restrict global hackathons to protect us from legal risk. Based on where you reside, laws of the United States or your local laws, you might be prohibited from participating or receiving a prize in a competition. As hackathons are competitions, we need to abide by these laws and need to exclude individuals who are residents from the following countries and regions:

- Brazil
- Quebec
- Cuba
- Iran
- North Korea
- Syria
- Crimea
- Russia
- Luhansk
- Donetsk
- Any other country designated by the United States Treasury's Office of Foreign Assets Control

The Hackathon is void in these countries and where otherwise prohibited or restricted by law.

HOW TO ENTER. To enter the Hackathon, you must submit an entry through the Contest Announcement Page (the "Site"). In order to access the Hackathon materials and submit your entry on the Site, you will need to first create a Directus account. You must accurately and truthfully complete the submission form, accept these Official Rules and follow the instructions for submitting an "Entry" or "Entries." All Entries must be submitted after the commencement date and before the end of the entry period specified on the Contest Announcement Page (the "**Entry Period**"). Please check the Contest Announcement Page for any restrictions on the number of Entries for the specific Hackathon in which you are participating.

Subject to applicable law, Sponsor reserves the right in its discretion, to (a) cancel, terminate, modify or suspend any Hackathon and these Official Rules, for any reason, at any time and without any liability, and (b) limit or restrict participation in a Hackathon, upon notice published on the Contest Announcement Page.

ENTRY REQUIREMENTS. Each Entry must include the minimum elements stated on the applicable Contest Announcement Page. Moreover, all Entries must meet the following additional entry requirements:

a. By entering an Entry, the Entrant represents and warrants that the Entry is their original creation; they have the authority to provide the Entry to the Sponsor; the Entry does not infringe or misappropriate any third party's Intellectual Property Rights, or violate any applicable law or regulation; the Entry development started during, and not prior to, the Entry Period; and the Entry is not obscene, lewd, profane, pornographic, disparaging, indecent and does not describe illegal or other inappropriate or dangerous behavior. All Entries suspected of violating intellectual property rights, or any local or country law(s) will be ineligible.

b. Entries that do not meet these Official Rules may be disqualified at Sponsor's sole discretion. Entrants are responsible for all costs associated with preparing and submitting an Entry. All Entries that violate an Entrant's employer's policies will be deemed ineligible. Entrant acknowledges that Sponsor may obtain other Entries that are similar or identical to theirs. Sponsor does not waive any rights to use ideas, themes, or concepts that are similar to the Entrant's Entry. Entries may or may not be posted on the Contest Announcement Page, at Sponsor's sole discretion.

c. The official clock for the Hackathon will be Sponsor's servers and clock. Entrant's proof of submission does not constitute proof of receipt by Sponsor. Entry Materials will not be returned to Entrants.

RIGHTS IN ENTRY MATERIALS GRANTED BY YOU. All submissions remain the intellectual property of the Entrant that developed them. However, by submitting an Entry, the Entrant grants the Sponsor a non-exclusive, worldwide, royalty-free, sublicensable, perpetual and irrevocable right and license to use the Entry Materials in connection with the Hackathon and for promotional purposes. No Entry will be received or held "in confidence" and under no circumstance will your Entry create a confidential relationship or obligation of secrecy between you and Sponsor or between you and any other party. Without limitation of the foregoing, you understand and agree that your Entry may be publicly disclosed by Sponsor on the Site, or in other public communications, forums and media. Participant acknowledges that Sponsor may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Entry. Accordingly, nothing herein shall prohibit Sponsor from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry. You recognize that other persons or entities may have provided Sponsor or others, or made public, or may

in the future submit, or make public, materials that are the same or similar to your Entry. You acknowledge and agree that Sponsor shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Sponsor's use of such materials.

JUDGING AND SELECTION OF A WINNER. Two (2) winners will be selected pending a vote from the Directus Community and the Sponsor's Core Team, respectively. The Judging Criteria will be stated on the applicable Contest Announcement Page. Judges may or may not be listed individually on the Contest Announcement Page and may change before or during the judging period. Judging may take place in one or more rounds with one or more panels of Judges, at the discretion of the Sponsor. Sponsor's decision will be final in all matters.

PRIZE. The prizes to be awarded from the Hackathon are as provided on the applicable Contest Announcement Page. The odds of winning a prize depend on the total number of eligible entries received and the skill of the entrants. The approximate retail values are subject to change based on current market conditions at the time of prize fulfillment. Winners are not entitled to any surplus between actual retail value (ARV) of the prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, assignment, transfer, or cash redemption of any prize is allowed by winner(s). Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If applicable, prizes may be awarded in the form of voucher(s), coupon(s) and/or gift card(s) in Sponsor's sole discretion. If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen prizes, cards or certificates after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes. Each winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the prize. If applicable, the winner(s) may be issued an IRS Form 1099 or other tax documentation for the approximate retail value of any awarded prize.

Selection of Winners: The Hackathon winner(s) will be notified via email within 10 business days after being chosen. All winning participants will be required to sign and return an Affidavit/Declaration/Certificate of Eligibility/Release of Liability ("**Release**"), for receipt by Sponsor within five (5) calendar days of the date such documents are dated. To claim the prize, the winner, including each team member, needs to provide proof of eligibility, consent for publicity and the Release, as well as tax information within a week from the first notification attempt. Failure to provide this information on time will lead to prize forfeiture. If the chosen winner is not reachable or fails to claim the prize, the prize will be forfeited and another winner will be chosen from the remaining valid entries. Following the Hackathon Period, Sponsor shall not be required to retain records of any Entries.

Prizes: Participant acknowledges and agrees that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize or the Hackathon. All warranties are hereby disclaimed; and each potential winner will accept the prize "AS IS." All costs and expenses, including support services, not specifically listed above as part of the prize, are solely the winner's responsibility.

Liability Limitation:

PARTICIPANT AGREES THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY PARTICIPANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND IN CONNECTION WITH THE HACKATHON IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION. In any case, the maximum liability to a participant will not exceed \$25.

Indemnification: You agree to release, indemnify, defend and hold Sponsor and the Released Parties harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from your participation in the Hackathon or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Sponsor's control that may cause the Hackathon to be disrupted or corrupted; (ii) any claim that an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Hackathon; (v) any printing or typographical errors in any materials associated with the Hackathon; technical errors that may impair your ability to participate in the Hackathon; or (vi) errors in the administration of the Hackathon.

Publicity Consent: Unless otherwise stated, by participating in a Hackathon, participants agree to the use of their personal information for advertising and promotional purposes. Participant grants permission to Sponsor and its authorized representatives to use his/her/its name, address (city and state/province/territory/country), photograph, voice, and/or other likeness and Entry for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval.

Governing Law: The Hackathon and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of New York and the United States of America, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Official Rules shall be the state courts of the State of New York for Kings County or the United States District Court for the Southern District of New York and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Hackathon, but in no event attorneys' fees. Participants hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased.

Personal Information: The Sponsor will use the personal information collected from participants to facilitate the administration of the Hackathon and in accordance with Directus' Online Privacy Statement.

Sponsor Information: The Hackathon is organized by Monospace, Inc. DBA "Directus", 223 Bedford Ave, STE A #855, Brooklyn, NY, 11211, United States.