

BramHacks 2024

Official Hackathon Rules and Regulations

BramHacks 2024 (the “**Hackathon**”) is administered by Hackworks Inc. on behalf of The Corporation of the City of Brampton (the “**Client**”) (Hackworks Inc. and The Corporation of the City of Brampton collectively the “**Organizer(s)**”). By entering the Hackathon, participants agree to abide by these Rules and decisions of the Organizers and the Hackathon judges, as further defined below. Participants also agree to comply with all applicable laws. The Hackathon is void to the extent prohibited or restricted by law. **NO PURCHASE NECESSARY TO ENTER OR WIN.**

1. **PURPOSE:**

The Hackathon is an opportunity for individuals to submit a Submission (hereinafter defined) that that promote sustainable transportation in Brampton. Participants will be offered educational workshops as well as mentor resources as part of the hackathon. At the end of the hackathon period, all participants will submit a submission and present a pitch addressing the challenge and their proposed solution. The top three (3) participants will be recognized, celebrated and awarded prizes.

2. **ELIGIBILITY:**

The Hackathon is open to all legal residents of Ontario that are, and are at or above the legal age of majority in their province, territory, or state.

OR

Any participants under the age of majority (17 or under) in their province or territory must have a legal guardian or parent agree and/or sign any required permissions. Any exceptions must be approved in advance by emailing bramhack@hackworks.com.

Organizers’ employees and their immediate families (i.e. their spouses, siblings, children, parents, spouses’ parents and the spouses of any of those individuals) and their household members (related or not) (“**Related Persons**”) are not eligible to participate in the Hackathon.

Any individual who is eligible to enter the Hackathon in accordance with these Official Hackathon Rules and Regulations (the “**Rules**”), as determined by Hackworks Inc. in their sole and absolute discretion, will hereinafter be referred to as an “**Eligible Entrant(s)**”.

Participants are subject to verification in the sole and absolute discretion of Hackworks Inc. Hackworks Inc. reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Hackworks Inc. – including, without limitation, government issued photo identification) to participate in this Hackathon. Failure to provide such proof to the satisfaction of Hackworks Inc. in a timely manner may result in disqualification.

3. **THE ENTRY PERIOD, Hackathon DATES AND PARTICIPATION OPTIONS:**

All applicants must register for the Hackathon by November 6, 2024 at 11:59 PM EST and be officially accepted to participate by the Organizers through a confirmation email to participate in the Hackathon event being held on November 8-10, 2024. The event website is located at <https://challenges.hackworks.com/event/bram-hacks-2024> “**Event Website**”). Fields indicated as such on the online registration form are mandatory.

Registration to participate in the Hackathon begins on October 1, 2024 at 5pm EST and ends on the earlier of: (i) November 6, 2024 at 11:59 pm EST; or (ii) when 400 individuals have been accepted.

The Hackathon begins on November 8, 2024 at 6:30pm EST and ends on November 10, 2024 at 5:00pm EST or at the conclusion of the judging period, whichever is later (the “**Hackathon Period**”).

4. HOW TO PARTICIPATE:

An Eligible Entrant can apply for the Hackathon by signing up at the Event Website. All successful applicants will receive an acceptance email from the Organizers. Only those accepted will be allowed to participate in the Hackathon.

5. TEAMS:

Participants must work on a team of MINIMUM (4) to MAXIMUM (5) people, with each participant meeting the requirements of an Eligible Entrant and being registered to participate in the event. Individuals may not work on multiple teams.

If it is discovered that a participant is found to have acted contrary to this rule, then (in the sole and absolute discretion of the Organizers) them and their team(s) (if applicable) may be disqualified from the Hackathon and corresponding Submissions (as set out below) may be subject to disqualification.

6. HACKATHON DETAILS:

During the Hackathon Period, all Eligible Teams are invited to create and demonstrate a submission (“**Submission**”).

Eligible Teams may work on their Submissions from 6:30pm EST on November 8, 2024 until the Submission Deadline at November 10, 2024 at 9:00am EST.

All Eligible Teams will be required to provide their own computer and any other equipment required to develop a Submission.

7. SUBMISSION REQUIREMENTS:

BY SUBMITTING A SUBMISSION, EACH PARTICIPANT AGREES THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. NEITHER THE ORGANIZERS NOR SPONSORS WILL BEAR ANY

LEGAL LIABILITY ARISING FROM THE PARTICIPATION AND USE OF ANY SUBMISSION BY THE SPONSORS (OR ANY OTHER ENTITY). THE ORGANIZERS AND SPONSORS THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS SHALL BE RELEASED AND HELD HARMLESS BY EACH PARTICIPANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT HE/SHE HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Submitted Submissions must never have been previously published, exhibited publicly, or selected as a winner in any other Hackathon. All proprietary code used in the Submissions submitted must be developed during the Hackathon Period.

All participants must submit their solution onto the Event Website by November 10, 2024 at 9:00am EST to qualify for judging.

In order to be eligible for the Prize (as described in section 10), Teams must submit a complete submission. A complete Submission shall include each of the following at the times set out in these Rules:

- Submission Name
- Submission Description
- .zip file containing relevant documentation to their project

Submissions must be submitted in English.

By participating in the Hackathon, each participant agrees to be legally bound by these Rules and by the interpretation of these Rules by the Organizers, and further warrants and represents that his/her team's Submission:

- is original to at least one of the team members and at least one of the team members has obtained all necessary rights in and to the Submission (and all components thereof) to enter the Hackathon;
- does not violate any law, statute, ordinance or regulation;
- does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence (note: if consent cannot be obtained for an individual appearing in the Submission, then his/her face must be blurred out and voice (if applicable) must be altered so as to be unrecognizable);
- will not give rise to any claims of intellectual property infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- is not defamatory, trade libellous, pornographic or obscene, and does not violate any laws relating to hate speech, and further that it will not contain, depict, include or

involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual or religious groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services; any identifiable third party products, trademarks, brands and/or logos (note: if the necessary consents cannot be obtained, then all identifiable third party products, trade-marks, brands and/or logos must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Organizers in their sole and absolute discretion.

8. INTELLECTUAL PROPERTY:

By providing the Submissions to the Organizers in connection with the Hackathon, each Eligible Entrant shall retain all rights, title and interest (including copyright) in and to the Application, and shall grant to the Organizers a worldwide, gratuitous, irrevocable, and non-exclusive licence to copy, use, modify, reproduce, display, adapt and transmit the Application for use in all media now known or hereafter devised in perpetuity beginning on the date of submission, in connection with the administration, promotion and exploitation of the Hackathon, and for the purposes of marketing, advertising or promoting any of the Organizers, their products or services The Eligible Entrant hereby confirms that the Application is an original work, solely created by the Eligible Entrant (or the Team, if applicable), and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Application or any part thereof. Organizers assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the Eligible Entrant and/or Team. Organizers reserve the right to exclude any Application on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Organizers in their sole discretion.

9. SUBMISSIONS REVIEWED ON WEBSITE:

Organizers may, in their sole and absolute discretion, choose to display certain Submissions or parts thereof on the Hackathon Website (<http://investbrampton.ca/bramhacks-2024>), or the Hackworks Inc. website (hackworks.com) once submitted. For greater certainty, the fact that a Submission has (or has not) been displayed on these or other websites will NOT impact the winner selection process (selection process set out below).

10. PRIZES:

- One (1) First Place Prize consisting of \$5,000 CAD
- One (1) Second Place Prize consisting of \$2,500 CAD
- One (1) Third Place Prize consisting of \$1,000 CAD
- One (1) Fourth Place Prize consisting of an Amazon Fire tablet for each team member

The Prize awarded to a Team will be divided equally among registered Team Members and each Team Member will receive a cheque for their portion of the cash Prizes. The Fourth Place Prize will be awarded as an Amazon Fire tablet to each member of the winning Team.. All Prizes are in Canadian dollars.

A Prize must be accepted as described in these Rules and cannot be transferred to another person or substituted for another prize. Any substitution of a Prize, in whole or in part, is at the sole discretion of the Organizers.

11. WINNER SELECTION PROCESS:

Judgment and Selection Process

A panel of judges appointed by the Organizers (the "**Judges**") will be in charge of reviewing all Submissions deemed eligible.

Judges' decisions are final and conclusive on all matters without right of appeal. All submissions and presentations will be evaluated by selected stakeholders and guests from a range of backgrounds, using a set of pre-determined evaluation criteria outlined in the next section.

The Organizers reserve the right to change the date and time of any component of this Hackathon, including but not limited to, the judging and winners presentation in the event of unforeseen circumstances of any kind.

IF ALL TEAM MEMBERS ARE NOT IN ATTENDANCE THE TEAM MAY, IN THE ORGANIZER'S SOLE DISCRETION, BE DISQUALIFIED FROM THE COMPETITION.

In order to be declared a winner, a Team must meet all the conditions described in these Rules. The winning Team Member(s), and in the case of minors - a parent or legal guardian, agree to complete and sign a release form.

Round 1/Semi-Final – Science Fair/Vendor Booth Style

Teams will be evaluated and scored based on the judging criteria below. The Top 8 scores will move on to the Final Round.

Additionally, teams will be able to opt into additional award categories. Specific award judges will evaluate based on criteria exclusive to that award.

Round 2/Final – Presentation Style

The Top 8 teams will present in front of the Final Judges. The judges will score and then deliberate to choose the winners.

12. JUDGING CRITERIA:

Criteria	Description
Innovation	Solutions should leverage emerging technologies and innovative approaches to create a forward-thinking transportation system.
Community Engagement	Solutions should involve the community in the design and implementation process, ensuring that transportation initiatives reflect the needs and desires of Brampton’s residents.
Safety & Security	Solutions should enhance the safety of transportation options for all users, including pedestrians, cyclists, and drivers, while also ensuring data security in smart systems.
Scalability	Solutions should be scalable, with the potential to be implemented across Brampton and adapted for future growth and expansion.
Feasibility	Solutions should be realistic and achievable within the current technological and financial constraints of the City of Brampton.
Alignment with the Challenge	
Sustainability	Solutions should significantly reduce the environmental impact of transportation in Brampton, including lowering greenhouse gas emissions and promoting the use of renewable energy.
Equity and Accessibility	Solutions must ensure that sustainable transportation options are accessible to all residents, including marginalized and underserved populations.
Efficiency	Solutions should optimize the use of resources and improve the operational efficiency of Brampton's transportation system, reducing congestion and travel times.

13. GENERAL CONDITIONS:

By entering the Hackathon, each participant agrees to the use of his/her Submission, along with his/her name, address, voice, statements about the Hackathon and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Organizers in any manner whatsoever, including print, broadcast or the internet.

Each participant further grants to the Organizers the right to record and/or photograph the participant during the Hackathon Period and the right to use any such recordings and photographs, without further notice or compensation in any publicity or advertisement carried out by the Organizers in any manner whatsoever, including print, broadcast or the internet.

The Organizers will not be liable for: (i) any failure of the Website before, during or after the Hackathon Period; (ii) for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website or for any entry to be deemed inadmissible during Phase 1; (iv) any injury or damage to a participant's or any other person's computer related to or resulting from participating or downloading any material in the Hackathon; (v) any illness, injury, sleep deprivation, stress related illness/injury or any other illness/injury of any kind claimed to be caused by or related to a participant's entry or participation in this Hackathon; and/or (vi) any combination of the above.

BY PARTICIPATING IN THE HACKATHON EACH PARTICIPANT HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE ORGANIZERS FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) FAILURE BY THE PARTICIPANT TO COMPLY WITH ANY OF THESE RULES; (B) ANY MISREPRESENTATION MADE BY A PARTICIPANT UNDER THESE RULES OR OTHERWISE TO AN ORGANIZER IN REGARDS TO THE HACKATHON; (C) PARTICIPATION BY THE PARTICIPANT IN THE HACKATHON; (D) RECEIPT, USE OR REDEMPTION OF ANY PRIZE BY THE PARTICIPANT, OR HIS/HER INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE; (E) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY RELATED CAUSE OF ACTION.

The Organizers reserve the right to withdraw, suspend or amend this Hackathon in any way, in the event of any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Organizers that interferes with the proper conduct of this Hackathon as contemplated by these Rules. Any attempt to deliberately damage the

Website or any website or to undermine the legitimate operation of this Hackathon is a violation of criminal and civil laws and should such an attempt be made, the Organizers reserve the right to seek remedies and damages to the fullest extent permitted by law. The Organizers reserve the right to cancel, amend or suspend this Hackathon, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

This Hackathon is subject to all applicable federal, provincial and municipal laws. The decisions of the Organizers with respect to all aspects of this Hackathon are final and binding on all participants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of participants and/or Submissions. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations as between the participant and the Organizers in connection with the Hackathon shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the Submission of any other jurisdiction's laws.

The Organizers reserve the right, in their sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any participant or Submission with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Organizers, in their sole and absolute discretion, affect the proper administration of the Hackathon as contemplated in these Rules. The Organizers further reserve the right, in their sole and absolute discretion, and without prior notice, to terminate or cancel the Hackathon or any part thereof.