

## **PARTICIPATION AGREEMENT**

### **Triangle Health Innovation Challenge Medical Hackathon**

Participation in the Medical Hackathon constitutes Participant's full and unconditional agreement to and acceptance of the terms and conditions set forth in this Participation Agreement.

Dates: September 18-20, 2015

Location: Duke University School of Medicine

#### **I. Defined Terms**

"Challenge" is defined to mean the Triangle Health Innovation Challenge, an organization of students from Duke University, University of North Carolina at Chapel Hill, and North Carolina State University, the mission of which is to foster health innovation among students and professionals in the Triangle area.

"Medical Hackathon" is defined to mean the hackathon event being hosted by Challenge at the Duke University School of Medicine on September 18-20, 2015.

"Organizer" – is defined to mean the Challenge, in the context of organizing the Medical Hackathon.

"Participant" is defined to mean each participant in the Medical Hackathon. The term "you" as used herein refers to you, the Participant.

#### **II. General Terms and Conditions**

Information regarding eligibility, fees, judging, prizes, and the schedule for the Medical Hackathon can be found at <http://www.thincweekend.org/>

#### **III. Terms and Conditions related to Intellectual Property**

All entries remain the intellectual property of the individuals who developed them. The Organizer makes no claim to any intellectual property developed during the course of the Medical Hackathon, except as otherwise provided herein.

Individual Participants may be subject to policies of their university or employer or to existing contractual agreements concerning ownership of intellectual property, and Participants remain subject to these policies and agreements. In general, if you are paid by an organization, they often maintain ownership of any intellectual property developed in a field related to your employment; however, this varies from institution to institution. Each Participant is responsible for policies it may be subject to and for the creation and protection of his or her own intellectual property.

Participants participating in the Medical Hackathon as part of a team are responsible for any desired determinations or protections related to any potentially generated intellectual property. The Organizer is not responsible for disputes related to ownership of intellectual property.

By registering for the Medical Hackathon and presenting or submitting an entry (regardless of the form or medium of such content), you grant the Organizer a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to discuss, publicize, demonstrate, and otherwise display content derived from or relating to your entry for promotional and marketing purposes. You understand that you will not receive any compensation for this use of your entry.

By submitting an entry or accepting any prize, you represent and warrant the following: (a) you will not submit content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the content and participate in the Medical Hackathon; (b) you will not publish falsehoods or misrepresentations that could damage the Medical Hackathon, its Organizer, sponsors, or any third party; (c) you will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or destructive to the Medical Hackathon or to the brand image or goodwill of the Organizer or sponsors; (d) you will not post advertisements or solicitations of business; (e) Challenge will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, reproduction, modification, publication, display or other exploitation of any of the content that you submit; and (f) the content submitted by you does not contain any viruses, Trojan horses, worms or other disabling devices or harmful code.

#### **IV Additional Terms and Conditions.**

The failure of the Organizer or any of the sponsors to comply with any provision of this Participation Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Organizer or any sponsors or other “force majeure” event will not be considered a breach of this Participation Agreement. The Organizer, the sponsors, and Duke University assume no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Medical Hackathon. The Organizer, sponsors, and Duke University are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Organizer and Duke University reserve the right to cancel, modify, or suspend the Medical Hackathon or any element thereof without notice in any manner and for any reason. The Organizer may prohibit any entrant or potential entrant from participating in the Medical Hackathon if such entrant or potential entrant shows a disregard for this Participation Agreement; acts with an intent to abuse, threaten, or harass any other entrant, the Organizer or any sponsors; or behaves in any other disruptive manner (as determined by the Organizer and Duke University in their sole discretion.)

I understand and agree to the terms of this Participation Agreement.

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Participant Signature

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Date

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Printed Name