



The following are the terms upon which you may participate in one or more of the Future City Glasgow Hackathon Events being hosted by Glasgow City Council acting through its Future City Glasgow programme on 21 to 23 February 2014, 21 to 23 March 2014, 25 to 27 April and 30 May to 1 June respectively at various venues within Glasgow (the "Hackathons" and each being a "Hackathon"). Glasgow City Council is a local authority constituted under the Local Government etc (Scotland) Act 1994 and having a place of business at City Chambers, George Square, Glasgow G2 1DU ("GCC").

ENTRY CONDITIONS OF THE HACKATHONS

1. Entry is undertaken by individuals only and no individual may enter the Hackathon in their capacity as a member or director of an incorporated or unincorporated business. All entrants must be aged 18 or over.
2. To take part in any of the Hackathons, you must register via the Sign-up page on the Hackathons website at www.open.glasgow.gov.uk/hackathon/ before 5pm on the evening of the respective Hackathon.
3. Employees and close family members of employees of GCC, the Future City Glasgow programme and any of GCC's Arms Length External Organisations and former employees of any of the foregoing who have left such employment within 6 months of the date of the relevant Hackathon and any person directly or indirectly involved in the running of the Hackathons and their direct family members are not eligible to enter the Hackathons.
4. By registering for and participating in the Hackathons, the entrants:
 - 4.1. warrant that they have complied with these Entry Conditions;
 - 4.2. consent to their name, image, likeness, photograph, video, hometown, description of their entry and biography being used by GCC, the Future City Glasgow programme, Technology Strategy Board ("TSB") on their websites, in promotional material, and in any publicity accompanying or resulting from the Hackathons including but not limited to any press articles, blogs or articles on social media pages;
 - 4.3. warrant that their entry is original, that the entry and resources used to create the entry are solely that of the entrant(s) submitting them and that the entrant owns any Intellectual Property Rights in the entry or have all necessary rights or licenses to use them and submit the entry in the Hackathon and that their entry does not infringe any Intellectual Property Rights of any third party and that any current employer and/or learning institution which the entrant is employed by or enrolled with would have no claim to the entry developed and submitted.
 - 4.4. shall indemnify GCC against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any Intellectual Property Rights in respect of the entry or otherwise in respect to their entry, creation of the entry, participation of the entry in the Hackathons or use or misuse of prize money.
5. By participating in any of the Hackathons, you will be disclosing and demonstrating your entry to other entrants of the Hackathon and the Judging Panel. You must ensure that you are comfortable sharing any information and ideas in this way.
6. Entrants are responsible for all costs associated with their attendance at the Hackathon including but not limited to transport and accommodation.
7. GCC reserves the right to disqualify any entrant(s) from the Hackathons without liability where they:-
 - 7.1. Use any of the Hackathons to market any goods/ services they provide themselves or through a legal entity they are associated with;
 - 7.2. Act in such as way as to bring any of the Hackathons, GCC, Future City Glasgow programme or TSB into disrepute in the reasonable opinion of the Event Organiser.
 - 7.3. Act in such as way as to threaten or risk the health or wellbeing of themselves or others.
 - 7.4. Infringe or fail to comply with these Terms and Conditions.
8. For the avoidance of doubt, all Intellectual Property Rights in the entry shall remain vested in the entrant(s) who

- created them or, in the case of Intellectual Property Rights owned by any third party or parties, such third party or parties. GCC accepts no liability for any disagreement among team members regarding ownership of any Intellectual Property Rights contained in any entry including, without limitation, the winning entry or for any inaccurate or incorrect information supplied or relied upon by any entrant during any of the Hackathons.
9. Entries must be presented in English or if in another language, must be accompanied by a simultaneous English translation.
 10. Entries must not:
 - 10.1. Be defamatory of any person.
 - 10.2. Be obscene, offensive, hateful or inflammatory.
 - 10.3. Promote sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - 10.4. Infringe any copyright, design, database right or trade mark or any other Intellectual Property Rights of any other person.
 - 10.5. Be likely to deceive any person or be misrepresentative.
 - 10.6. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - 10.7. Promote any illegal activity.
 - 10.8. Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - 10.9. Advocate, promote or assist any unlawful act such as (by way of example only) infringement of Intellectual Property Rights or computer misuse.

REGISTRATION OF TEAMS AND ENTRIES

11. Entrants will be required to provide the following to the Event Organiser by 9pm on the Friday of each of the Hackathons:-
 - 11.1. Name of the team;
 - 11.2. Names and addresses and employer and / or name of University, if applicable, of each team member;
 - 11.3. Name of the entry and description of the basic concept of the entry;
 - 11.4. Confirmation of where each entrant would wish funds to be allocated should they win (i.e. to their own account or to a company account) in the form of a signed mandate form. No bank details should be provided at this stage; bank details will only be requested from the winning team following announcement of the results of the Hackathon. Should entrants wish to change their nomination; this can be done by notifying the Event Organiser prior to the final pitch.
12. Any changes to the membership of the team over the course of a Hackathon must be communicated to the Event Organiser immediately. If no changes have been communicated to the Event Organiser, each team will be regarded as consisting of the individuals notified on the first day of the Hackathon (Friday) for the purposes of any prize money distribution to such team if it wins.

SUBMISSION OF ENTRIES AND JUDGING OF ENTRIES

13. Each team will present their entry to the Judging Panel, other entrants and guests on the Sunday evening of each Hackathon as directed by the Event Organiser during the Hackathon.
14. Selection of the winning entry for each Hackathon shall be carried out by each Hackathon's Judging Panel. Winners will be announced on the Sunday evening. The Judging Panel's decision is final and no correspondence will be entered into. Details of the judging criteria can be found on our website, www.open.glasgow.gov.uk including those narrated at Clause 16 below. GCC reserve the right to make any necessary changes or substitutions to the Judging Panel prior to the Hackathon.
15. In the event that the winners are not present when the results are announced, they will be contacted by GCC within 5 working days of judging. It is each entrant's responsibility to make sure that the contact details given to GCC's Event Organiser are correct. The result will also be announced on GCC's website www.open.glasgow.gov.uk.
16. The winning entry shall be the entry which, in the Judging Panel's sole judgement, best meets the following criteria:
 - 16.1. it is relevant to the theme of the Hackathon in which it is entered;
 - 16.2. it is feasible;
 - 16.3. it has potential to make a positive impact on the

- lives of people living and work in or visiting Glasgow;
- 16.4. it is sustainable;
- 16.5. it has potential for growth and/or development;
- 16.6. it makes effective use of datasets available through the Open Glasgow Portal (where appropriate); and
- 16.7. it is innovative.
17. If, in the reasonable opinion of the Judging Panel, the entries are of insufficient number or quality, GCC and Future City Glasgow programme reserve the right not to make an award without liability to any entrant.
18. Members of the winning team agree to provide (or allow to be taken) a group photograph for marketing/ promotional purposes of GCC, TSB and the Future City Glasgow programme and to make themselves reasonably available to GCC for the purposes of promotion and publicity of the Hackathon and Future City Glasgow programme for a period of twelve (12) months following the end of the Hackathon, in which the winning entry is entered and at no cost to GCC other than any expenses genuinely and necessarily incurred in attending such promotion and publicity pre-agreed with GCC and the Future City Glasgow programme. A meeting will be arranged following the Hackathon to present prize money. Members of the winning team shall use all reasonable endeavours to make themselves available to attend this meeting.

AWARD OF PRIZE

19. Prize money shall be distributed to each of the winning entrants by cheque. Prize money will be distributed equally between the members of the winning team as notified to the Event Organiser in accordance with Clause 12. In order for payment to be made, entrants must re-confirm to the Event Organiser details of where each entrant would wish funds to be allocated should they win (i.e. to their own account or to a company account). Should any entrant indicate that funds should be transferred to a limited company or third party, they will be required to sign a disclaimer in favour of GCC regarding use of the funds by the relevant third party/company.
20. Should an entrant fail to provide all the necessary information including the mandate form within 10 working days of the last day of the Hackathon, GCC shall be entitled to re-allocate the funds as it sees fit either between the other members of the winning team or apply them towards future hackathon events.
21. Cheques shall be issued in respect of the relevant proportion of prize money by GCC within 15 working days of the necessary mandate form being received.
22. GCC accept no liability for any disagreement among members of the winning team regarding how funds should be applied or on development of the winning entry.
23. Where requested by GCC, each member of the winning team undertakes to provide GCC with progress reports detailing all progress made with the winning entry. Such progress reports shall be completed detailing progress after 3 months, 6 months and 9 months of the last day of the Hackathon and submitted within 10 working days of such dates to Pippa Gardner, City Technology Platform Project Manager, TSB Future Cities Demonstrator Programme, Glasgow City Council, 727 London Road, Glasgow, G40 3AQ.

PERSONAL DATA

24. By entering the Hackathon, entrants agree to GCC, Future City Glasgow and the TSB processing their personal data provided when entrants register for their place on the Hackathon, for the purposes of running the Hackathon, advertising/marketing and/or advertising/marketing future Hackathon opportunities to you and in the event that they are members of the winning team, entrants agree to GCC and Future City Glasgow processing their personal information for the purposes of distributing prize money.

GENERAL CONDITIONS

25. GCC reserves the right to cancel or temporarily suspend all or any of the Hackathons with no liability to any entrants or third parties.
26. GCC reserves the right to amend the terms and conditions of all or any of the Hackathon(s) prior to the events happening and any new terms and conditions shall be effective once uploaded to www.open.glasgow.gov.uk/hackathons
27. Scots law applies to these terms and conditions and the exclusive jurisdiction of the Scottish Courts shall prevail.